

TEXAS DEPARTMENT OF CRIMINAL JUSTICE
PURCHASING TERMS AND CONDITIONS
 ITEMS BELOW APPLY TO AND BECOME A PART OF RESPONSE
 ANY EXCEPTIONS THERETO MUST BE IN WRITING

1. Response Requirements:

- 1.1** All communications and questions concerning this solicitation, including any of a technical nature, shall be made in writing to the Purchaser referenced on this solicitation. Respondents 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 respondent disqualification.
- 1.2** Respondents must comply with all rules, regulations and statutes relating to purchasing in the State of Texas in addition to the requirements of this form.
- 1.3** Responses shall be submitted on this form. Respondents must price per unit shown. Unit prices shall govern in the event of extension errors. If a price quotation is submitted as part of the response, the quotation must be referenced on the solicitation and signed by the respondent to establish formal linkage to the solicitation.
- 1.4** Responses must be time stamped at the office designated in the solicitation on or before the hour and date specified for the solicitation opening. Any response received at the designated location after the exact time specified will not be considered unless the TDCJ determines that it was properly addressed and in the possession of response prior to the specified time but was late due to mishandling by the TDCJ.
- 1.5** Late and/or unsigned responses will not be considered under any circumstances. Respondent signing must have the authority to bind the firm in a contract.
- 1.6** Quote F.O.B. destination, freight prepaid and allowed, unless otherwise stated within the specifications.
- 1.7** Response prices are requested to be firm for the TDCJ's acceptance for 30 days from response due date.
- 1.8** Respondent should enter Texas Identification Number System (T.I.N.S.) number, full firm name and address of respondent on the face of this form. Enter in the space provided, if not shown. Additionally, firm name should appear on each continuation page of a response, in the block provided in the upper right-hand corner. The Texas ID Number is the payee identification number assigned and used by the Comptroller of Public Accounts of Texas to process payment for goods/services. If this number is not known, please visit https://fmxcpa.texas.gov/fm/pubs/payment/pay_pro_pol/?s=ppp_tin to set up a Texas Identification Number:

Enter Federal Employer's Identification Number

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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 a contract. For information on obtaining your EIN, you may call 800-829-4933 or visit the following website: <http://www.irs.gov/businesses/>.

- 1.9** Discounts:
 Notwithstanding any other provision to the contrary, all the benefits, pricing and any hourly rates granted by Respondent to the TDCJ herein are at least as favorable as the benefits, pricing and hourly rates granted by Respondent to any previous client of Respondent for services and/or products similar to those provided hereunder. If Respondent enters into any subsequent agreement with any other client during the term of this contract which provides for benefits, pricing and/or hourly rates that are more favorable than those contained in this contract, Respondent shall notify the TDCJ promptly of the existence of such more favorable benefits, pricing and/or hourly rates and the TDCJ shall have the right to receive the more favorable contractual terms immediately. If requested in writing by the TDCJ, Respondent hereby agrees to amend this contract to contain the more favorable benefits, pricing and/or hourly rates.

1.10 Negotiations:

For Invitation For Bids, response cannot be altered or amended after opening time. Alterations made before opening time should be initiated by respondent or authorized agent. No response can be withdrawn after opening time without approval by the TDCJ based on an acceptable written reason.

For Request For Offers, Offers are subject to negotiation.

- 1.11** Purchases made for State of Texas use are exempt from the State Sales Tax and Federal Excise Tax. The TDCJ will furnish Tax Exemption Certificates upon request. Respondent represents and warrants that it shall pay all taxes or similar amounts resulting from the contract, including, but not limited to, any federal, State, or local income, sales or excise taxes of Respondent or its employees. The TDCJ shall not be liable for any taxes resulting from the contract.
- 1.12** Award Notice: The TDCJ reserves the right to make an award on the basis of low line-item response, low total of line-items, or in any other combination that will serve the best interest of the State and to reject any and all items at the sole discretion of the State. The State also reserves the right to accept or reject all or any part of any response, waive minor technicalities and award to best serve the interests of the State. Any contract may also be extended up to three months at the sole discretion of the State.
- 1.13** Consistent and continued tie responses could cause rejection of responses by the TDCJ and/or investigation for antitrust violations.
- 1.14** Allowable Costs
 The proposed budget shall include only costs that are reasonable, necessary, and allowable under state statutes, Department Policy, and federal cost standards. The Department shall make the final decision on the allowance or acceptability of a cost.
- 1.15** Non-Allowable Costs
 The proposed budget shall not include costs that are not allowed by the State or any authorized agency, statute, policy, or procedure. Types of non-allowable costs may include but are not limited to, alcoholic beverages, bad debts, fundraising, political lobbying, and tobacco products.

2. Specifications:

- 2.1** Respondents are cautioned to read carefully the specification(s). Respondents must direct the TDCJ's attention to any exceptions to the specification(s); even though your catalog or specification sheet may or may not list specifications for your product.
- 2.2** Catalogs, brand names or manufacturer's references are descriptive only, and indicate type and quality desired. Responses on brands of like nature and quality will be considered unless advertised as a proprietary purchase under Government Code, Title 10, Subtitle D, Section 2155.067. If responding on other than reference specification(s), response should show manufacturer, brand, or trade name, and other description of product offered. If other than brand(s) specified is offered, illustrations and complete description of product offered are requested to be made part of the response. Failure to take exception to specifications or reference data will require respondents to furnish specified brand names, numbers, etc.
- 2.3** Unless otherwise specified, items shall be new and unused and of current production.
- 2.4** 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).
- 2.5** Samples, when requested, must be furnished free of expense to the TDCJ. If not destroyed in examination, they will be returned to the Respondent, on request, at Respondent's expense. Each sample should be marked with Respondent's name and address and solicitation number. Do not enclose in or attach response to sample.

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- 2.6 The TDCJ will not be bound by any oral statement or representation contrary to the written specifications of this solicitation.
- 2.7 Manufacturer's standard warranty shall apply unless otherwise stated in the solicitation.
3. **Tie Responses:**
Awards will be made in accordance with 34 TAC Rules 20.207 (c) (2) and 20.306 (preferences).
4. **Delivery:**
 - 4.1 Show number of days required to place material in the TDCJ's receiving location under normal conditions. Delivery days means calendar days, unless otherwise specified. Failure to state delivery time obligates Respondent to delivery in 14 calendar days. Unrealistic delivery promises may cause response to be disregarded.
 - 4.2 If delay is foreseen, vendor shall give written notice to the TDCJ. Vendor must keep the TDCJ advised at all times of status of order. Default in promised delivery (without accepted reasons) or failure to meet specifications authorizes the TDCJ to purchase the goods and services of this solicitation elsewhere and charge any increased costs for the goods and services, including the cost of resoliciting, to the vendor.
 - 4.3 No substitutions permitted without written approval of the TDCJ Contracts and Procurement Department.
 - 4.4 Delivery shall be made during normal working hours only, unless prior approval has been obtained from the TDCJ.
5. **Inspection and Tests:**
All goods will be subject to inspection and test by the TDCJ. Authorized TDCJ personnel shall have access to supplier's place of business for the purpose of inspecting merchandise. Tests shall be performed on samples submitted with the response 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 delivered and rejected in whole or in part may, at the TDCJ's option, be returned to the vendor or held for disposition at vendor's expense. Latent defects may result in revocation of acceptance.
6. **Award of Contract:**
 - 6.1 A response to this solicitation is an offer to contract based upon the terms, conditions and specifications contained herein. The Responses do not become contracts until they are accepted through a purchase order. The contract shall be governed, construed and interpreted under the laws of the State of Texas as the same may be amended from time to time. The factors listed in Texas Government Code, Title 10, Subtitle D, Section 2155.074 and Section 2156.007 shall also be considered in making an award when specified. Any legal actions must be filed in Travis County, Texas.
 - 6.2 The TDCJ award policy shall consist of, but not be limited to, the following factors in combination, but not necessarily in their order of importance:
 - A. Prices
 - B. Respondents previous record of performance and service.
 - C. Quality and conformance to specifications.
 - D. Any other best value factors so indicated.
7. **Advertising of Award**
The awarded vendor agrees not to refer to awards in commercial advertising in such a manner as to state or imply that the product or service provided is endorsed or preferred by the TDCJ or is considered by the TDCJ to be superior to other products or services.
8. **Prompt Payment**
All payments to Respondent by Agency, any payments by Respondent to any subcontractor, and any payments by a subcontractor to any other person or entity that provides goods or services under this contract shall be made in compliance with Chapter 2251 of the Texas Government Code and 34 Texas Administrative Code § 20.487.
9. **Refund**
Respondent will promptly refund or credit within thirty (30) calendar days any funds erroneously paid by the TDCJ which are not expressly authorized under the contract.
10. **Vendor Maintenance Direct Deposit and Substitute W-9 Form (Electronic Funds Transfer):**
Government Code 403.016 (c) (3) encourages state agencies to transmit payments to vendors through electronic funds transfer (Direct Deposit). To set up your account, contact TDCJ Accounts Payable Branch at (936) 437-8761 or (936) 437-6357.

Regardless as to whether Direct Deposit is chosen, the awarded vendor shall submit a completed Vendor Maintenance Direct Deposit and Substitute W-9 Form to TDCJ Accounts Payable. Vendors who have already submitted a form for another separate purchase order are not required to submit another form. The form and instructions are found at the following link on the TDCJ website: https://www.tdcj.texas.gov/divisions/bfd/acct_acct_s_pay.html. To enroll for advance notification of electronic funds transfer to your account, please contact the number listed above. Payment information may be obtained by calling the Comptroller of Public Accounts toll free at (800) 531-5441, ext. 3-3660 or in Austin, Texas, call (512) 463-3660 or to receive via fax, call (512) 936-3461 or via the Internet at <https://fmxcpa.state.tx.us/fm/payment/index.php>.

Vendors may select Option 3 (PIN not required) and enter their vendor identification number and 696 for the TDCJ agency number.
11. **Shipping and Invoice Instructions:**
Failure to follow these shipping and invoice instructions may result in merchandise being rejected at the receiving dock and returned to the vendor without notice.
Shipping Instructions:
 1. Ensure items(s) is sent to the correct unit/department within the TDCJ as listed on the purchase order.
 2. Do not over ship. Overages shall be returned at the vendor's expense unless items are of indeterminable quantity such as sand or gravel.
 3. Ship individual line-items complete.
 4. Each part shipped shall have a part number or be tagged with a part number as it appears on the purchase order. If items are shipped without a part number, they will be returned to the vendor at vendor's expense.
 5. Include or mark purchase order numbers on all packing slips, cartons, packages, bundles, etc.**Invoicing Instructions:**
 1. The invoice must be itemized with the description, unit price, unit of measure and extension exactly as listed on the purchase order.
 2. Only items listed on the purchase order may be billed and paid for by the TDCJ.
 3. Any changes to the purchase order are only valid upon receipt of a purchase order change notice (POCN) from the authorized purchaser.
 4. Invoices must reference the purchase order number. Only one purchase order number on an invoice. (Purchase order number always begins with an "E", example – EA000123)
 5. Vendor must supply a valid payee identification number (PIN) on each invoice.
 6. Invoices must be sent to Accounts Payable, P.O. Box 4018, Huntsville, TX 77342-4018.
 7. Only discounted invoices may be emailed to tdcj.ap_invsvs@tdcj.texas.gov.
 8. Submit separate invoices for each shipment/per location.
12. **Material Safety Data Sheets**
When applicable, Material Safety Data Sheets are to be provided with each shipment.

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13. Vendor Performance Requirements

State agencies are required by Texas government code 2155.089 to report vendor performance through the Vendor Performance Tracking System (VPTS) on every purchase over \$25,000, including delegated purchases, statewide procurement division contracts, and exempt purchases. In addition to the legal requirement, CPA fiscal auditors routinely check for VPTS entries during their audits of agency procurement files. Most importantly, VPTS entries provide state agencies with important vendor information prior to making a contract award.

14. Protest Procedures

Any actual or prospective respondent who is aggrieved in connection with this Solicitation, evaluation, or award of any contract resulting from this Solicitation, may formally protest as provided in TDCJ's rules found in Texas Administrative Code, Title 37, Part 6, Chapter 155, Subchapter D, Rule 155.41. r

15. Indemnification (General)

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

16. Indemnification (Engineering or Architectural Services)

RESPONDENT SHALL INDEMNIFY AND HOLD HARMLESS THE STATE OF TEXAS AND THE TDCJ, 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 DAMAGES, COSTS, ATTORNEY FEES, AND EXPENSES TO THE EXTENT CAUSED BY, ARISING OUT OF, OR RESULTING FROM ANY ACTS OF NEGLIGENCE, INTENTIONAL TORTS, WILLFUL MISCONDUCT, PERSONAL INJURY OR DAMAGE TO PROPERTY, AND/OR OTHERWISE RELATED TO RESPONDENT'S PERFORMANCE, AND/OR FAILURES TO PAY A SUBCONTRACTOR OR SUPPLIER BY THE RESPONDENT OR ITS AGENTS, EMPLOYEES, SUBCONTRACTORS, ORDER FULFILLERS, CONSULTANTS UNDER CONTRACT TO RESPONDENT, OR ANY OTHER ENTITY OVER WHICH THE CONTRACTOR EXERCISES CONTROL, OR SUPPLIERS OF SUBCONTRACTORS IN THE EXECUTION OR PERFORMANCE OF THE CONTRACT. THE DEFENSE SHALL BE COORDINATED BY RESPONDENT WITH THE OFFICE OF THE TEXAS ATTORNEY GENERAL WHEN TEXAS STATE AGENCIES ARE NAMED DEFENDANTS IN ANY LAWSUIT AND RESPONDENT MAY NOT AGREE TO ANY SETTLEMENT WITHOUT FIRST OBTAINING THE CONCURRENCE FROM THE OFFICE OF THE TEXAS ATTORNEY GENERAL. RESPONDENT AND THE TDCJ AGREE TO FURNISH TIMELY WRITTEN NOTICE TO EACH OTHER OF ANY SUCH CLAIM.

17. Indemnification (Intellectual Property)

RESPONDENT SHALL DEFEND, INDEMNIFY, AND HOLD HARMLESS THE TDCJ AND THE STATE OF TEXAS FROM AND AGAINST ANY AND ALL CLAIMS, VIOLATIONS, MISAPPROPRIATIONS OR INFRINGEMENT OF ANY PATENT, TRADEMARK, COPYRIGHT, TRADE SECRET OR OTHER INTELLECTUAL PROPERTY RIGHTS AND/OR OTHER INTANGIBLE PROPERTY, PUBLICITY OR PRIVACY RIGHTS, AND/OR IN CONNECTION WITH OR ARISING FROM: (1) THE PERFORMANCE OR ACTIONS OF RESPONDENT PURSUANT TO THIS

CONTRACT; (2) ANY DELIVERABLE, WORK PRODUCT, CONFIGURED SERVICE OR OTHER SERVICE PROVIDED HEREUNDER; AND/OR (3) THE TDCJ'S AND/OR RESPONDENT'S USE OF OR ACQUISITION OF ANY REQUESTED SERVICES OR OTHER ITEMS PROVIDED TO THE TDCJ BY RESPONDENT OR OTHERWISE TO WHICH THE TDCJ HAS ACCESS AS A RESULT OF RESPONDENT'S PERFORMANCE UNDER THE CONTRACT. RESPONDENT AND THE TDCJ AGREE TO FURNISH TIMELY WRITTEN NOTICE TO EACH OTHER OF ANY SUCH CLAIM. RESPONDENT SHALL BE LIABLE TO PAY ALL COSTS OF DEFENSE, INCLUDING ATTORNEYS' FEES. THE DEFENSE SHALL BE COORDINATED BY RESPONDENT WITH THE OFFICE OF THE TEXAS ATTORNEY GENERAL(OAG) WHEN TEXAS STATE AGENCIES ARE NAMED DEFENDANTS IN ANY LAWSUIT AND RESPONDENT MAY NOT AGREE TO ANY SETTLEMENT WITHOUT FIRST OBTAINING THE CONCURRENCE FROM OAG. IN ADDITION, RESPONDENT WILL REIMBURSE THE TDCJ AND THE STATE OF TEXAS FOR ANY CLAIMS, DAMAGES, COSTS, EXPENSES OR OTHER AMOUNTS, INCLUDING, BUT NOT LIMITED TO, ATTORNEYS' FEES AND COURT COSTS, ARISING FROM ANY SUCH CLAIM. IF THE TDCJ DETERMINES THAT A CONFLICT EXISTS BETWEEN ITS INTERESTS AND THOSE OF RESPONDENT OR IF THE TDCJ IS REQUIRED BY APPLICABLE LAW TO SELECT SEPARATE COUNSEL, THE TDCJ WILL BE PERMITTED TO SELECT SEPARATE COUNSEL AND RESPONDENT WILL PAY ALL REASONABLE COSTS OF THE TDCJ'S COUNSEL.

18. Infringements

Respondent shall indemnify, defend, and hold harmless the state of Texas and customers, and/or their employees, agents, representatives, contractors, assignees, and/or designees from any and all third-party claims involving infringement of United States patents, copyrights, trade and service marks, and any other intellectual or intangible property rights in connection with the performances or actions of vendor pursuant to this contract. Vendor and the customer agree to furnish timely written notice to each other of any such claim. Vendor shall be liable to pay all costs of defense including attorneys' fees. The defense shall be coordinated by vendor with the office of the 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 attorney general.

Vendor shall have no liability under this section if the alleged infringement is caused in whole or in part by: (i) use of the product or service for a purpose or in a manner for which the product or service was not designed, (ii) any modification made to the product without Vendor's written approval, (iii) any modifications made to the product by the Vendor pursuant to Customer's specific instructions, (iv) any intellectual property right owned by or licensed to Customer, or (v) any use of the product or service by Customer that is not in conformity with the terms of any applicable license agreement.

If Vendor becomes aware 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 injunction against Customer, shall), at Vendor's sole option and expense; (i) procure for the Customer the right to continue to use the affected portion of the product or service, or (ii) modify or replace the affected portion of the product or service with functionally equivalent or superior product or service so that Customer's use is non-infringing.

The parties agree that the terms, covenants and provisions of paragraphs 15, 16, 17 and 18, shall survive the termination of this purchase order.

19. Antitrust Affirmation

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

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20. Recycled Products:

Any product(s) on this solicitation containing recycled material, whether post-consumer or pre-consumer, or is a product that has been remanufactured, rebuilt, or otherwise restored to a like new condition, shall be indicated as such on the appropriate line items as having either a recycled content or is a remanufactured product.

21. E-Verify System:

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

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

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

22. False Statements:

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

23. Excluded Parties

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

24. Suspension and Debarment

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

25. Financial Participation Prohibited Affirmation

Pursuant to Section 2155.004(a) of the Texas Government Code, Respondent certifies that neither Respondent nor any person or entity represented by Respondent has received compensation from TDCJ to participate in the preparation of the specifications or solicitation on which this Response or contract is based. Under Section 2155.004(b) of the Texas Government Code, Respondent certifies that the individual or business entity named in this Response or contract is not ineligible to receive the specified contract and acknowledges that the contract may be terminated and payment withheld if this certification is inaccurate.

26. Child Support Obligation Affirmation

Under Section 231.006(d) of the Texas Family Code, regarding child support, Respondent certifies that the individual or business entity named in this Response is not ineligible to receive the specified payment and acknowledges that the contract may be terminated and payment may be withheld if this certification is inaccurate. Furthermore, any Respondent subject to Section 231.006(c) of the Texas Family Code, must include in the Response the names and social security numbers of each person with at least 25% ownership of the business entity submitting the Response.

FEDERAL PRIVACY ACT NOTICE: This notice is given pursuant to the Federal Privacy Act. Disclosure of your Social Security Number (SSN) is required under Section 231.006(c) and Section 231.302(e)(2) of the Texas Family Code. The Social Security number will be used to identify persons that may owe child support and will be kept confidential to the fullest extent allowed under Section 231.302(e) of the Texas Family Code.

27. Prior Disaster Relief Contract Violation

Sections 2155.006 and 2261.053 of the Texas Government Code, prohibit state agencies from accepting a Response or awarding a contract that includes proposed financial participation by a person who, in the past five years, has been convicted of violating a federal law or assessed a penalty in connection with a contract involving relief for Hurricane Rita, Hurricane Katrina, or any other disaster, as defined by Section 418.004 of the Texas Government Code, occurring after September 24, 2005. Under Sections 2155.006 and 2261.053 of the Texas Government Code, Respondent certifies that the individual or business entity named in this Response or contract is not ineligible to receive the specified contract and acknowledges that this contract may be terminated and payment withheld if this certification is inaccurate.

28. Debts and Delinquencies Affirmation

Respondent agrees that any payments due under the contract shall be applied towards any debt or delinquency that is owed to the State of Texas.

29. Executive Head of State Agency Affirmation

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

30. Restricted Employment for Certain State Personnel

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

31. Former Agency Employees

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

32. Dealings with Public Servants Affirmation

Respondent 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 Response.

33. Buy Texas Affirmation

In accordance with Section 2155.4441, Government Code, Respondent agrees that during the performance of a contract for services it shall purchase products and materials produced in Texas when they are available at a price and time comparable to products and materials produced outside this state.

34. Texas Bidder Affirmation

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

35. Lobbying Prohibition

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

36. No Conflicts of Interest

Respondent represents and warrants that the provision of goods and services or other performance under the contract will not constitute an actual or potential conflict of interest or reasonably create an appearance of impropriety.

37. Foreign Terrorist Organizations

Respondent represents and warrants that it is not engaged in business with Iran, Sudan, or a foreign terrorist organization, as prohibited by Section 2252.152 of the Texas Government Code and acknowledges this contract may be terminated and payment withheld if this certification is inaccurate.

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38. Foreign Adversaries

Respondent certifies by submitting a response that neither it, nor its holding companies or subsidiaries, is (1) listed in Section 889 of the 2019 National Defense Authorization Act; (2) listed in Section 1260H of the 2021 National Defense Authorization Act; or (3) owned by the government of a country on the United States Department of Commerce's foreign adversaries list under 15 C.F.R. Section 791.4; or (4) controlled by any governing or regulatory body located in a country on the United States Department of Commerce's foreign adversaries list under 15 C.F.R. Section 791.4, as authorized by Executive Order Number GA-48.

39. COVID-19 Vaccine Passport Prohibition

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

40. Critical Infrastructure Affirmation

Pursuant to Government Code Section 2275.0102, Respondent certifies that neither it nor its parent company, nor any affiliate of Respondent or its parent company, is: (1) majority owned or controlled by citizens or governmental entities of China, Iran, North Korea, Russia, or any other country designated by the Governor under Government Code Section 2275.0103, or (2) headquartered in any of those countries.

41. Energy Company Boycotts

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

42. Entities that Boycott Israel

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

43. Financial Participation Prohibition Affirmation

Under Section 2155.004(b) of the Texas Government Code, Respondent certifies that the individual or business entity named in this Response or contract is not ineligible to receive the specified contract and acknowledges that the contract may be terminated and payment withheld if this certification is inaccurate.

44. Firearm Entities and Trade Associations Discrimination

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

45. Terms and Conditions Attached to Response

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

46. Dispute Resolution

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

47. Order of Precedence

In the event of a conflict between any terms and conditions of this contract with the Respondent's response, clarification points, and/or best and final offer, the terms which are more favorable to the Department shall prevail.

48. Termination for Non-Appropriation

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

49. Availability of Funds for Next Fiscal Year

Funds are not presently available for performance under this contract beyond the current fiscal year for which the contract becomes effective. (Note: a state agency's fiscal year begins September 1st and runs through August 31st). TDCJ's obligation for performance of this contract beyond the fiscal year for which the contract becomes effective is contingent upon legislative approval and the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the TDCJ for any payment may arise for performance under this contract beyond the fiscal year for which the contract becomes effective until funds are made available to the TDCJ for performance and until the contractor receives notice of availability. Refer to Section 23, Paragraph 2, Termination for Unavailability of Funds, for the TDCJ's right to terminate this contract in the event it is appropriated insufficient funds.

50. Termination for Unavailability of Funds

The payment of money by the TDCJ or the State under any provisions hereof is contingent upon the availability of funds appropriated by the Legislature to an agency or department of the State to cover the provisions hereof. Neither the State, the TDCJ nor its elected officials, officers, employees, agents, attorneys or other individuals acting on behalf of the State, make any representations or warranty as to whether any appropriation will, from time to time during the term of this contract, be made by the Legislature of the State.

The contractor acknowledges that TDCJ does not receive a "line-item appropriation". If the funds appropriated are not sufficient to pay for TDCJ's operating expenses, contractual obligations and other financial obligations, TDCJ, in its sole discretion, will determine what operating expenses, contractual obligations and other financial obligations it will pay. In the event TDCJ determines it was not appropriated sufficient money, TDCJ may terminate this contract without paying contractor any additional money or penalty; provided that TDCJ will pay the contractor for obligation that occurred up to the time of termination.

51. Public Information Act

Respondent understands that The TDCJ will comply with the Texas Public Information Act (Chapter 552 of the Texas Government Code) as interpreted by judicial rulings and opinions of the Attorney General of the State of Texas. Information, documentation, and other material in connection with this Solicitation or any resulting contract may be subject to public disclosure pursuant to the Texas Public Information Act. In accordance with Section 2252.907 of the Texas Government Code, Respondent is required to make any information created or exchanged with the State pursuant to the contract, and not otherwise excepted from disclosure under the Texas Public Information Act, available in a format that is accessible by the public at no additional charge to the State.

52. State Auditor's Right to Audit

Pursuant to Section 2262.154 of the Texas Government Code, the state auditor may conduct an audit or investigation of any entity receiving funds from the state directly under any contract or indirectly through a subcontract under the contract. The acceptance of funds by the Respondent 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

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audit committee, to conduct an audit or investigation in connection with those funds. Under the direction of the legislative audit committee, the Respondent 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. Respondent 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.

53. Agency's Right to Audit

Respondent will make available at reasonable times and upon reasonable notice, and for reasonable periods, work papers, reports, books, records, and supporting documents kept current by Respondent pertaining to the contract for purposes of inspecting, monitoring, auditing, or evaluating by the TDCJ and the State of Texas.

54. Fraud, Waste or Abuse

In accordance with Texas Government Code, Chapter 321, the State Auditor's Office (SAO) is authorized to investigate specific acts or allegations of impropriety, malfeasance or nonfeasance in the obligation, expenditure, receipt or use of state funds. If there is a reasonable cause to believe that fraud, waste or abuse has occurred at this agency, it can be reported to the SAO by calling 1-800-892-8348 or at the SAO's website at <http://sao.fraud.texas.gov>. It can also be reported to the TDCJ Office of the Inspector General at 1-866-372-8329, the TDCJ Internal Audit Division at 1-936-437-7100, or Crime Stoppers at 1-800-832-8477.

55. Conflict of Interest

Under Section 2155.003, Government Code, a TDCJ employee may not have an interest in, or in any manner be connected with a contract or solicitation for a purchase of goods or services by an agency of the state; or in any manner, including by rebate or gift, accept or receive from a person to whom a contract may be awarded, directly or indirectly, anything of value or a promise, obligation, or contract for future reward or compensation. Any individual who interacts with public purchasers in any capacity is required to adhere to the guidelines established in Section 1.2 of the State of Texas Procurement Manual, which outlines the ethical standards required of public purchasers, employees, and respondents who interact with public purchasers in the conduct of state business, and with any opinions of or rules adopted by the Texas Ethics Commission. Entities who are interested in seeking business opportunities with the State must be mindful of these restrictions when interacting with public purchasers.

56. Disclosure of Interested Parties

Respondent represents and warrants that if selected for award of a contract as a result of the Solicitation, Respondent will submit to the TDCJ a Certificate of Interested Parties prior to contract execution in accordance with Section 2252.908 of the Texas Government Code.

57. Force Majeure:

Neither Respondent nor the TDCJ shall be liable to the other for any delay in, or failure of performance, of any requirement included in the contract caused by force majeure. The existence of such causes of delay or failure shall extend the period of performance until after the causes of delay or failure have been removed provided the non-performing party exercises all reasonable due diligence to perform. Force majeure is defined as acts of God, war, fires, explosions, hurricanes, floods, failure of transportation, or other causes that are beyond the reasonable control of either party and that by exercise of due foresight such party could not reasonably have been expected to avoid, and which, by the exercise of all reasonable due diligence, such party is unable to overcome.

58. Independent Contractor:

Respondent acknowledges and agrees that it is furnishing products and services in the capacity of an independent contractor and that Respondent and its personnel are not employees of the TDCJ or the State of Texas.

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

Any software, research, 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 this contract. Respondent may, at its own expense, keep copies of all its writings for its personal files. Respondent shall not use, willingly 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 non-confidential materials for writing samples in pursuit of the work. The ownership rights described herein shall include, but not be limited to, the right to copy, publish, display, transfer, prepare derivative works, or otherwise use the works.

60. Assignment

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

61. Contracting Information Responsibilities

In accordance with Section 552.372 of the Texas Government Code, Respondent agrees to (1) preserve all contracting information related to the contract as provided by the records retention requirements applicable to the TDCJ for the duration of the contract, (2) promptly provide to the TDCJ any contracting information related to the contract that is in the custody or possession of the Respondent on request of the TDCJ, and (3) on termination or expiration of the contract, either provide at no cost to the TDCJ all contracting information related to the contract that is in the custody or possession of the Respondent or preserve the contracting information related to the contract as provided by the records retention requirements applicable to the TDCJ. Except as provided by Section 552.374(c) of the Texas Government Code, the requirements of Subchapter J, Chapter 552, Government Code, may apply to the contract and the Respondent agrees that the contract can be terminated if the Respondent knowingly or intentionally fails to comply with a requirement of that subchapter.

62. Disaster Recovery Plan

Upon request of the TDCJ, Respondent shall provide copies of its most recent business continuity and disaster recovery plans.

63. Human Trafficking Prohibition

Under Section 2155.0061 of the Texas Government Code, the Respondent certifies that the individual or business entity named in this Response or contract is not ineligible to receive the specified contract and acknowledges that this contract may be terminated and payment withheld if this certification is inaccurate

64. Signature Authority

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

65. Governing Law and Venue

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

66. Abortion Provider and Affiliate Transactions Prohibited

Respondent represents and warrants that the contract is not a taxpayer resource transaction prohibited by Section 2273.003 of the Texas Government Code and that payments made by the TDCJ to Respondent and Respondent's receipt of appropriated funds under the contract are not prohibited by Article IX, Section 6.24 of the General Appropriations Act.

67. Americans with Disabilities Act

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

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68. Change in Law and Compliance with Laws

Respondent shall comply with all laws, regulations, requirements and guidelines applicable to a vendor providing services and products required by the contract to the State of Texas, as these laws, regulations, requirements and guidelines currently exist and as amended throughout the term of the contract. The TDCJ reserves the right, in its sole discretion, to unilaterally amend the contract prior to award and throughout the term of the contract to incorporate any modifications necessary for the TDCJ's compliance, as an agency of the State of Texas, with all applicable state and federal laws, regulations, requirements and guidelines.

69. Damage to Government Property

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

70. Disclosure of Interested Parties

Respondent represents and warrants that if selected for award of a contract as a result of the Solicitation, Respondent will submit to the TDCJ a Certificate of Interested Parties prior to contract execution in accordance with Section 2252.908 of the Texas Government Code.

71. 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).

72. Equal Employment Opportunity

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

73. Federal Occupational Safety and Health Law

Respondent represents and warrants that all articles and services shall meet or exceed the safety standards established and promulgated under the Federal Occupational Safety and Health Act of 1970, as amended (29 U.S.C. Chapter 15).

74. Immigration

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

75. Independent Contractor

Respondent acknowledges and agrees that it is furnishing products and services in the capacity of an independent contractor and that Respondent and its personnel are not employees of the TDCJ or the State of Texas.

76. Limitation on Authority

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

77. Media Release

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

78. No Felony Criminal Convictions

Respondent represents that neither Respondent nor any of its employees, agents, or representatives, including any subcontractors and employees, agents, or representative of such subcontractors, have been convicted of a felony criminal offense or that if such a conviction has occurred Respondent has fully advised the TDCJ in writing of the facts and circumstances surrounding the convictions.

79. No Implied Waiver

Failure of a Party to require performance by another Party under the contract will not affect the right of such Party to require performance in the future. No delay, failure, or waiver of either Party's exercise or partial exercise of any right or remedy under the contract shall operate to limit, impair, preclude, cancel, waive or otherwise affect such right or remedy. A waiver by a Party of any breach of any term of the contract will not be construed as a waiver of any continuing or successive breach.

80. No Quantity Guarantees

The contract is not exclusive to the Respondent. The TDCJ may obtain products and related services from other sources during the term of the contract. The TDCJ makes no express or implied warranties whatsoever that any particular quantity or dollar amount of products and related services will be procured through the contract.

81. Permits, Certifications, and Licenses

Respondent represents and warrants that it has determined what licenses, certifications and permits are required under the contract and has acquired all applicable licenses, certifications, and permits.

82. Severability

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

83. Cloud Computing State Risk and Authorization Management Program (TX-RAMP)

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

84. Computer Equipment Recycling Program

If Respondent is submitting a Response for the purchase or lease of computer equipment, then Respondent certifies that it is in compliance with Subchapter Y, Chapter 361 of the Texas Health and Safety Code related to the Computer Equipment Recycling Program and the Texas Commission on Environmental Quality rules in 30 TAC §§328.131-155.

85. Cybersecurity Training

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

86. Data Management and Security Controls

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

87. Television Equipment Recycling Program

If Respondent is submitting a Response for the purchase or lease of covered television equipment, then Respondent certifies that it is compliant with Subchapter Z, Chapter 361 of the Texas Health and Safety Code related to the Television Equipment Recycling Program.

88. Secure Erasure of Hard Disk Capability

All equipment provided to the TDCJ by Respondent that is equipped with hard disk drives (i.e., computers, telephones, printers, fax machines, scanners, multifunction devices, etc.) shall have the capability to securely erase data written to the hard drive prior to final disposition of such equipment, either at the end of the equipment's useful life or the end of the related services agreement for such equipment, in accordance with 1 TAC § Chapter 202.

89. Severability

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

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continue in full force and effect.

90. For Consulting Services: Disclosure of Prior State Employment

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

91. National Anthem Verification

If Respondent is a professional sports team as defined by Section 2004.002 of the Texas Occupations Code, Respondent will play the United States national anthem at the beginning of each team sporting event held at the Respondent's home venue or other venue controlled by Respondent for the event. Failure to comply with this obligation constitutes a default of this contract, and immediately subjects Respondent to the penalties for default, such as repayment of money received or ineligibility for additional money. In addition, Respondent may be debarred from contracting with the State. The TDCJ or the Attorney General may strictly enforce this provision.

92. Sovereign Immunity

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

93. Survival

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

94. Taxes

Purchases made for State of Texas use are exempt from the State Sales Tax and Federal Excise Tax. The TDCJ will furnish Tax Exemption Certificates upon request. Respondent represents and warrants that it shall pay all taxes or similar amounts resulting from the contract, including, but not limited to, any federal, State, or local income, sales or excise taxes of Respondent or its employees. The TDCJ shall not be liable for any taxes resulting from the contract.

95. Termination for Convenience

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

96. Limitation of Authority

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

97. Trademark Ownership

Respondent hereby acknowledges and agrees that the trademarks remain the exclusive property of the TDCJ, that all right, title and interest in and to the trademarks is exclusively held by the TDCJ, and all goodwill associated with such trademarks inures solely to the TDCJ.

98. Unfair Business Practices

Respondent represents and warrants that it has not been the subject of allegations of Deceptive Trade Practices violations under Chapter 17 of the Texas Business and Commerce Code, or allegations of any unfair business

practice in any administrative hearing or court suit and that Respondent has not been found to be liable for such practices in such proceedings. Respondent certifies that it has no officers who have served as officers of other entities who have been the subject of allegations of Deceptive Trade Practices violations or allegations of any unfair business practices in an administrative hearing or court suit and that such officers have not been found to be liable for such practices in such proceedings.

99. Use of State Property

Respondent is prohibited from using State Property for any purpose other than performing Services authorized under the contract. State Property includes, but is not limited to, the TDCJ's office space, identification badges, TDCJ information technology equipment and networks (e.g., laptops, portable printers, cell phones, iPads, external hard drives, data storage devices, any TDCJ issued software, and the TDCJ Virtual Private Network (VPN client)), and any other resources of the TDCJ. Respondent shall not remove State Property from the continental United States. In addition, Respondent may not use any computing device to access the TDCJ's network or e-mail while outside of the continental United States. Respondent shall not perform any maintenance services on State Property unless the contract expressly authorizes such services. During the time that State Property is in the possession of Respondent, Respondent shall be responsible for (i) all repair and replacement charges incurred by the TDCJ that are associated with loss of State Property or damage beyond normal wear and tear and (ii) all charges attributable to Respondent's use of State Property that exceeds the contract scope. Respondent shall fully reimburse such charges to the TDCJ within ten (10) calendar days of Respondent's receipt of the TDCJ's notice of amount due. Use of State Property for a purpose not authorized by contract shall constitute breach of contract and may result in termination of the contract and the pursuit of other remedies available to the TDCJ under contract, at law, or in equity.

100. Records Retention

The Contractor must retain all financial records, including supporting documents, statistical records, and any other records or books, relating to the Contractor's performance under the Contract. These records must be maintained in accordance with the TDCJ Records Retention Schedule. The Contractor will grant access to all books, records, and documents pertinent to the Contract to the TDCJ, SAO, and any federal governmental entity that has authority to review records due to federal funds being spent under the Contract.

101. Artificial Intelligence Disclosure

Respondent certifies that its Response discloses each artificial intelligence system it may use to complete any deliverable or a portion of any deliverable under the Contract. "Artificial intelligence system" means a machine-based system that for explicit or implicit objectives infers from provided information a method to generate outputs, such as predictions, content, recommendations, or decisions, to influence a physical or virtual environment with varying levels of autonomy and adaptiveness after deployment. Respondent promises not to use an artificial intelligence system to perform the Contract without the prior written consent of the TDCJ.

102. Hardening of State Government

Supplemental text to the required clause may include the following:

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

103. Surveillance, Intimidation, and Related Acts

Respondent certifies that it (and its subcontractors) have not, and if awarded a contract, will not, either directly or indirectly through a third party, engage in surveillance targeting or engage in an act of intimidation, coercion, extortion, undue influence, or other similar conduct intended to influence, silence, or retaliate against:

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1. a member of the state legislature or person employed to support the state legislature in any capacity;
2. a family member of a person described by (1);
3. a state agency employee; or
4. an individual making a complaint or raising concerns regarding state agency operations or contracting.

Respondent certifies that it and its subcontractors have not, and if awarded a contract will not, either directly or indirectly through a third party, use private or confidential information to manipulate or influence a state contracting decision or proceeding. Respondent acknowledges that it, its executives and directors, and other associated entities and individuals could be terminated, barred from state contracts, and penalized up to \$2 million for a violation of Government Code, Section 2261.302.