SOLICITATION, OFFER AND AWARD

1. CONTRACT NO. 696-PF-11-13-C064  
2. SOLICITATION NO. 696-PF-10-P018  
3. TYPE OF SOLICITATION  
   &nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&nbsp;&n...
The following items are mutually agreed to by Corrections Corporation of America (CCA) and the Department and are hereby incorporated in this Contract, including revisions made by Amendment A-001, Amendment A-002 and Amendment A-003.

1. The Solicitation, Offer and Award form has been replaced to add the Contract number, and add the Contractor and authorized signor's name and title in the Contractor signature block.

2. Section A, Definitions, Contractor, has been revised to include name of the Contractor.

3. Section A, Definitions, Facility, has been revised to include name of the Facility.

4. Section A, Definitions, has been revised to add NCIC and TCIC.

5. Section A, Definitions, has been revised to change "TDCJ-Re-Integration Division" to "TDCJ-RID" and to change "Texas Department of Criminal Justice – Re-Integration Division" to "Texas Department of Criminal Justice – Reentry and Integration Division."

6. Section B.1.2, Pricing Instructions, has been revised to include updated language.

7. Section B.2, Pricing Schedule, has been revised to include Contractor's rates for providing services, which also includes the 1.00% discount.

8. Section B.3, Discount for Award of Multiple Facilities, has been deleted.

9. Section C.4.2.S, Staffing, has been revised to change the reference for the PD number (Nepotism).

10. Section C.4.7, Information Technology Services, has been revised to include paragraph H.


12. Section C.4.16, Utilities, has been revised to delete reference to Exhibit J.7.

13. Section H.1.1.G, Insurance Requirements-Required Provisions, has been revised to include updated language.

14. Section H.2, Subcontractors, has been revised to include updated language and add subsection J.

15. Section I.12, Non-Discrimination, has been revised to add "genetic information".

16. Section I.22, Electronic and Information Resources Accessibility Standards, As Required by 1 TAC, Chapter 213, has been revised to include updated language.

17. Section J, List of Exhibits, has been revised to reflect the deletion of Exhibit J.3, Offeror's Technical Information Packet, Exhibit J.4, Offender Population Summary, Exhibit J.7, Monthly Utility Cost and correct number of pages for each exhibit.

18. Exhibit J.1, Cost Summary, has been revised to include the Contractor's completed forms.

19. Exhibit J.2, HUB Subcontracting Plan, has been revised to include the Contractor's completed forms.

20. Exhibit J.8, Staffing Plan, has been revised to include the Contractor's completed forms.
21. Section K, Representations, Certifications, and Other Statements of Offerors has been revised to include the Contractor's responses to subsections K.1.2, K.2, K.4, K.8, K.9, K.10 and K.11.

22. Section K.6.6.A, No Litigation, has been revised to include updated language.

23. Section K.6.11, No Collusion, has been revised to include updated language.

24. Section K.6.17, Violation of Federal Law Relating To Reconstruction Efforts As A Result Of Hurricanes Rita, Katrina or Any Other Disaster After September 24, 2005, has been revised to include updated language.

25. Sections L and M of this Contract are hereby deleted.
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SECTION A - DEFINITIONS

The following terms used in this Contract shall, unless the context indicates otherwise, have the meanings set forth below:

"ACA" means the American Correctional Association.

"ACA Standards" means the current Standards for Adult Correctional Institutions as heretofore supplemented and as the same may be modified, amended, or supplemented in the future, published by the ACA.

"Additional Services" means Additional Services required to be furnished by the Contractor pursuant to changes in Department and TBCJ Policies from those in effect as of the date of this Contract, which changes are not required by changes in laws, government regulations, or Court Orders generally applicable to the Department and which changes cause an increase in cost of operating and managing the Facility.

"Authorized Representative" means the person designated in writing to act for and on behalf of a party of this Contract, which designation has been furnished to the other party hereto as described in Section G.2.1.

"Average Daily Salary" shall be as set forth in Exhibit J.6.a.

"Biennium" means any of the two-year periods beginning on September 1 and ending on August 31 of odd numbered years, which periods are used for budgetary purposes by the State of Texas.

"Classification Schedule" means the salary schedule for the State of Texas.

"CMMS" means a Computerized Maintenance Management System.

"Compliance Standards" means Contract requirements that have specific and clearly defined recoupment strategies to ensure that the Department does not pay for services that are not received.

"Confinee Offender" means any Offender sentenced to or confined in a state jail facility as a condition of community supervision for a state jail felony offense. Other than for the purpose of defining the Contractor Per Diem Rate and program services, the terms Offender may be used interchangeably with "Transfer Offender" and "Confinee Offender."

"Contract Monitor" shall have the meaning set forth in Sections C.8 and G.2.3.

"Contract Term" means the duration of this Contract as specified in Section F.1.

"Contract Year" means the Base Period Year or Option Period Year as specified in Section B.2 of this Contract.

"Contractor" means Corrections Corporation of America.

"Court Orders" means any orders or judgments issued by a court of competent jurisdiction and any stipulations, agreements, or plans entered into in connection with litigation that are applicable to the operations, management, or maintenance of the Facility and relate to the custodial care of
Offenders. For purposes of this Contract, this term includes such orders, judgments, stipulations, plans or agreements applicable to the Department.

"Contractor Per Diem Rate" shall have the meaning set forth in Section B.1.2 and B.2.

"CRT" means Cathode Ray Tube.

"Daily Security Shift Roster" means a list prepared daily for each shift which identifies employee by name and duty post assigned.

"Days" means calendar days unless otherwise specified.

"Deadly Force" means use of force involving firearms.

"Department" means the Texas Department of Criminal Justice (TDCJ).

"Deployment" means the assignment of an employee to a duty post.

"DPS" means Texas Department of Public Safety.

"Dual-Homed Computer Equipment" means computer equipment connected to both the Department Mainframe via the Department's network and the Contractor's network via Local Area Network, Wide Area Network, modem or other method.

"Event of Default" means any of the events or circumstances described in Section I.3.

"Ex-Offender" means a person who has received a conviction for a misdemeanor or felony offense or an equivalent offense who is not currently incarcerated.

"Family Liaison Officer" means the person that facilitates the maintenance of ties between Offenders and their families for the purpose of reducing recidivism. (Further defined in C.4.12).

"Filled Date" means the date a prospective correctional officer has completed all required Pre-Service Training, received all security clearances, and has started on the job training at the Facility. For all other employees it means the first date on the job following the completion of all required Pre-Service, receipt of appropriate certification/license and a satisfactory criminal background clearance.

"Fiscal Year" means any of the one (1) year periods beginning September 1 and ending August 31, which periods are used for annual budgetary purposes by the State of Texas.

"ITP" means Individualized Treatment Plan.
"Midnight Strength Report" means the official numerical count of the number of Offenders present at the Facility at the end of each day (being 11:59 p.m.), which for purposes of this Contract shall be conclusive as to the number of Offenders present at the Facility for the day just ended.

"Monthly Contractor Payment" means the mathematical product of the Contractor Per Diem Rate times the number of Offenders who occupy the Facility during the billing month according to the Midnight Strength Report for each day of the billing month prior to any adjustments.

"Monthly Invoice" means Contractor's invoice based on the Contractor Per Diem Rate and yielding the Monthly Contractor Payment to be made by the Department.

"NCIC" means the National Crime Information Center operated under the authority of the Federal Bureau of Investigation.

"Non-appropriation" means the failure by the Legislature of the State, as part of its budgetary process, to appropriate money to be used for the Payments due hereunder.

"Offender" means a person assigned by the Department to be housed at the Facility.

"Offender Day" means each calendar day or part thereof during which an Offender is assigned to a Facility operated by Contractor, which for each such day shall be determined by the Midnight Strength Report.

"OJT" means on-the-job training that is based on specific objectives that are job related, presented from an appropriate source, and of sufficient duration so that the objectives may be learned, acquired, applied and retained. All staff with a 304S Pre-Service Training Requirement in Exhibit J.8 shall begin the OJT requirement upon successful completion of Pre-Service Training and only after receipt of a clear criminal background investigation.

"Operation and Management Services" means furnishing by the Contractor of consulting, operation, management, and maintenance services, and all personnel and materials necessary to provide for the operation, management, and maintenance of the Facility and for the care, custody, and treatment of Offenders in accordance with the terms and conditions contained in this Contract.

"Parole Modification Offender" means Offenders assigned to the Facility as a modified condition of their parole.

"Payment(s)" means the amount(s) agreed to be paid by the Department to Contractor for services under this Contract.

"PCN" means the Position Control Number.

"PD" means the Texas Department of Criminal Justice Personnel Directives.

"Person" means any individual, corporation, partnership, joint venture, association, joint-stock company, trust, unincorporated organization, court or other tribunal, or government or any agency or political subdivision thereof.

"Position Vacancy" means a position in which there is no qualified, fully trained incumbent. A vacant position occurs when an employee resigns, has been terminated, is reassigned to another position or Facility or is off the payroll after exhausting all accrued leave, with the exception of Family Medical Leave (FML) and Workers' Compensation and no other qualified, trained person or
employee is placed in that position. Similarly, positions are considered vacant if the individual in
that position does not meet the criteria for employment as outlined in PD-17, PD-26, PD-27, PD-73
and PD-75. A position becomes vacant when the incumbent is removed from the payroll either
temporarily or permanently, regardless of leave status, with the exception of FML and Workers' Compen-
sation. Positions requiring certification, licensure, or registration are considered vacant if
the person in that position does not possess the appropriate certification, licensure or registration.

"Position Vacancy Report" means a report providing detailed information as to when a position
becomes vacant or filled.

"Pre-Service Training" means training that must be completed prior to duty assignment and prior to
a position being considered filled.

"PRN" means an "as needed" position identified on the Staffing Plan.

"Redeployment" means the temporary assignment of duties that are normally performed by a
different position on the Facility as specified in Section C.4.2.C.

"Relief Factor" means a multiplier that will ensure that sufficient staff is employed to ensure all duty
posts are manned per the Staffing Plan.

"Security Staff" means those employees, who have received the appropriate security training, who
are directly responsible for the security of the Facility.

"Service Commencement Date" means the date on which Contractor shall begin providing services
at the Facility pursuant to this Contract. For the purposes of this Contract, that date is January 16,
2011.

"State Board of Education" means the governing board of the Texas Education Agency.

"State-Owned Equipment" means all machinery, equipment, furniture and other items of tangible
personal property that are purchased with Facility Generated Income or by the Department, as
shown on the inventory maintained by TDCJ-PFCMOD, including all items purchased or replaced.

"Substitute Teacher" means an individual meeting the requirements set forth in Section C.4.8.D.3.

"TABE" means Test Adult Basic Education.

"TBCJ" means the Texas Board of Criminal Justice.

"TCIC" means the Texas Crime Information Center operated under the authority of the Texas
Department of Public Safety.

"TDCJ-CID" means the Texas Department of Criminal Justice - Correctional Institutions Division, a
division of the Texas Department of Criminal Justice, an agency of the State of Texas.

"TDCJ-PD" means the Texas Department of Criminal Justice - Parole Division, a division of the
Texas Department of Criminal Justice, an agency of the State of Texas.

"TDCJ-PFCMOD" means the Texas Department of Criminal Justice - Private Facility Contract
Monitoring/Oversight Division, a division of the Texas Department of Criminal Justice, an agency of
the State of Texas.
"TDCJ-RID" means the Texas Department of Criminal Justice – Reentry and Integration Division, a division of the Texas Department of Criminal Justice, an agency of the State of Texas.

"TDCJ Policies" means all written policies, procedures, standards, guidelines, directives, and manuals of the TBCJ and the Department, applicable to providing the services specified under this Contract.

"Temporary Reassignment" means a non-permanent change to a duty location(s) other than the Facility specified in Section C.1. (Also see Section C.4.2.1.2)

"Texas Workforce Commission (TWC)" means the state agency charged with overseeing and providing workforce development services to employers and job seekers of Texas.

"Transfer Offender" means any felon other than a state jail felon who is confined to the Facility in accordance with state law. Other than for the purpose of defining the Contractor Per Diem Rates and program services, the term Offender may be used interchangeably with "Transfer Offender" and "Confinee Offender."

"Upper Level Management Personnel" means all persons employed by the Contractor who hold the equivalent of the following job titles at the Department operated Correctional Facilities: Warden, Assistant Warden and Major.

"WSD" means Windham School District.
SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS

B.1 SERVICES AND PRICES/COSTS

B.1.1 Services Being Acquired

The Contractor shall, in accordance with the terms of this Contract, provide all necessary personnel, equipment, materials, supplies and services (except as may be furnished by the Department as specifically identified within the Contract) and otherwise do all things necessary for, or incidental to, the operation of the following State Jail:

<table>
<thead>
<tr>
<th>Facility</th>
<th>Location</th>
<th>Capacity</th>
<th>Offender Type</th>
</tr>
</thead>
<tbody>
<tr>
<td>Bartlett</td>
<td>Bartlett, Texas</td>
<td>1,049</td>
<td>Male</td>
</tr>
</tbody>
</table>

B.1.2 Pricing Instructions

A. This Contract is a firm fixed-price Contract.

B. The Pricing Schedule in Section B.2 is included and incorporates the rates established in the Cost Summary forms that are included in Exhibit J.1.

C. A detailed budget is included that indicates specific costs involved to perform each function included in Section C. Operating cost is detailed for each year for a total not to exceed of six years and seven and one-half (7.5) months. The annual operating costs for each area are provided using the Cost Summary, Exhibit J.1.

B.1.3 Allowable Costs

The proposed budget shall include only costs that are reasonable, necessary and allowable under State statutes, Agency policies and procedures, and Federal Cost Standards (OMB Circulars A-122 for Nonprofit Entities, A-21 for Educational Institutes, A-87 for State and Local Governments, A-102 Common Rule for Uniform Administrative Requirements for Grants and Cooperative Agreement with State and Local Governments, and 48CFR, Part 31, Contracts with Commercial Organizations). The Department shall make the final decision if a cost is allowable or not.

B.2 PRICING SCHEDULE

001 Base Period, Year 1 (01/16/11 – 08/31/11)
A. State Jail Confinee Offender $28.66 Daily Per Diem Rate
B. Transfer Offender $27.44 Daily Per Diem Rate

002 Base Period, Year 2 (09/01/11 – 08/31/12)
A. State Jail Confinee Offender $28.66 Daily Per Diem Rate
B. Transfer Offender $27.44 Daily Per Diem Rate

003 Base Period, Year 3 (09/01/12 – 08/31/13)
A. State Jail Confinee Offender $29.23 Daily Per Diem Rate
B. Transfer Offender $27.99 Daily Per Diem Rate
004  Option Period 1, Year 1 (09/01/13 – 08/31/14)
A. State Jail Confinee Offender $29.81 Daily Per Diem Rate
B. Transfer Offender $28.55 Daily Per Diem Rate

005  Option Period 1, Year 2 (09/01/14 – 08/31/15)
A. State Jail Confinee Offender $30.41 Daily Per Diem Rate
B. Transfer Offender $29.12 Daily Per Diem Rate

006  Option Period 2, Year 1 (09/01/15 – 08/31/16)
A. State Jail Confinee Offender $31.02 Daily Per Diem Rate
B. Transfer Offender $29.70 Daily Per Diem Rate

007  Option Period 2, Year 2 (09/01/16 – 08/31/17)
A. State Jail Confinee Offender $31.64 Daily Per Diem Rate
B. Transfer Offender $30.29 Daily Per Diem Rate
SECTION C - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

C.1 BACKGROUND

The Department requires a Contractor(s) for the operation and management of the following Facilities:

Bartlett    Bartlett, Texas    1,049    Male

The Department is authorized under Section 507.001 of the Texas Government Code to operate and manage secure State Jail Facilities as well as contract with private vendors for the operation and management of these Facilities. These Facilities are intended to provide a high degree of rehabilitative services to Offenders.

C.2 GENERAL DUTIES AND OBLIGATIONS

A. Contractor shall provide Operation and Management Services.

B. Contractor shall be capable of providing stand-alone services (with minimal support required from the Department) to the specific Offender population that shall, at a minimum, comply with Federal Constitutional Standards; State Standards; Department Standards; and American Correctional Association (ACA) Standards.

1. When differences exist between the Federal and State Standards, TDCJ Policies and ACA Standards, the higher Standard, as defined by the Department, will prevail.

2. The specified requirements and standards will serve as the benchmark for monitoring the Contractor's Facility operation and management.

3. The Contractor shall comply with applicable TDCJ Policies in its operation of the Facility. Unless otherwise specified, Contract language shall take precedence over TDCJ Policy.

C. The level and quality of programs and services must be at least equal to those provided by state-operated facilities that house similar types of Offenders and at a cost that provides a savings of not less than 10% of the cost of housing Offenders in similar facilities and providing similar programs to those types of Offenders in state-operated facilities.

C.3 TDCJ POLICIES AND PROCEDURES

A. Contractor shall not deviate from TDCJ Policies and Procedures in the provision of Operation and Management Services without the prior written approval of the Department.

B. The Department shall notify Contractor of all changes in, or additions to such policies and procedures, after which time the Contractor shall comply with the policies/procedures contained therein, unless the Department approves in writing a deviation from such policies/procedures.

C. Contractor's written request for deviations from said policies/procedures shall originate from the Authorized Representative of the Contractor or designee and shall be
forwarded to the TDCJ-PFCMOD Director or designee. The Contractor's written requests for deviation shall contain language which details the specific deviation with reference to the policy number/procedure, section, paragraph, etc., as well as the justification for such deviation.

D. Unless a deviation from the Contractor is specifically requested and approved in writing by the Department, Contractor shall comply with TDCJ Policies and Procedures. A Contract award shall not imply approval of a policy/procedure deviation. Any deviations previously granted by the Department under a separate or previous contract do not apply to this Contract.

C.4 SPECIFIC DUTIES AND OBLIGATIONS

C.4.1 Training

The Contractor shall provide, at its own expense, training as outlined in the Department Training curriculums and requirements. Contractor shall adhere to any changes in the Department's curriculums or training requirements that may occur throughout the term of this Contract. All Pre-Service and In-Service Training instructors shall be certified and meet the Department requirements.

A. At a minimum, all Security Staff must complete a 200 hour Pre-Service Training and 104 hours of OJT. Additionally, Security Staff are required to complete 40 hours In-Service Training annually.

B. Those Security Staff and non-security staff currently employed at a privately operated secure Department correctional facility or at a Department operated unit or who have been separated from employment from such a unit for less than three years and who otherwise were in compliance with the Department training requirements for a similar facility at the time they departed employment are not required to complete Pre-Service Training again under the above stated training requirement so long as they are in compliance with their annual training requirement as evidenced by the appropriate documentation.

C. All non-uniformed staff in positions requiring annual In-Service Training in accordance with TDCJ Policy and who are responsible for the supervision of Offenders, shall be required to complete the same 200 hour Pre-Service Training that uniformed staff attend. Such non-uniformed staff shall be required to complete the same 40 hours of annual In-Service Training as the Security Staff.

D. All clerical and support staff including but not limited to secretaries, clerks, computer personnel, human resources staff, and bookkeepers shall be required to complete 40 hours Pre-Service Training that includes the 5.45 hours of mandatory Correctional Awareness Workshops prior to employment. In-Service Training shall consist of the 16 hours of Staff Survivor Training to be completed annually thereafter.

E. All professional educational staff shall complete a 40 hour Pre-Service Training that includes 16 hours of topics from the Department's Staff Survivor Training. Additionally, professional education staff shall complete 12 hours annual training dedicated to the improvement of educational services.

F. Supplementing the training identified above, Contractor shall provide additional specialized training to ensure compliance with this Contract and TDCJ Policies.
G. Staff identified as instructors for munitions and defensive tactics, to include specialized tactics, must receive initial certification and annual re-certification through the Department’s Correctional Training and Staff Development. The fees for this training will be the responsibility of the Contractor and will be processed in accordance with the format and frequency determined by TDCJ-PFCMOD.

C.4.2 Staffing

Contractor shall at all times provide sufficient trained staff to maintain the security, control, custody and supervision of Offenders at the Facility in compliance with this Contract.

A. Contractor’s positions shall be staffed with fully qualified and trained employees in accordance with the detailed Staffing Plan in Exhibit J.8.

B. Contractor shall provide a complete Staffing Plan in the required format provided in Exhibit J.8. Staffing Plan shall include, at a minimum, the following information:

1. Positions for administration, security, training, food service, maintenance, commissary, laundry, education, transportation, human resources, chaplaincy, intake/diagnostic, community service, treatment counselors, as well as the number of staff by position;

2. Identification of shifts/5-day or 7-day positions;

3. Relief Factors;

4. Identification of any position on the Staffing Plan as “PRN” or “as needed” requires Contractor to enter into a subcontract for the services to be provided in accordance with Section H.2 of this Contract;

5. Contractor shall also include all Pre-Service requirements, credentials of teachers that are to provide educational services and specific trades of proposed staff to provide maintenance services; and

6. Additionally, the Contractor shall include, at least one (1) unit maintenance staff job description, a requirement for the respective employee to have or obtain within one (1) year of employment, a Texas Commission on Environmental Quality (TCEQ) “D” Water and Wastewater License.

C. Contractor shall comply with the Staffing Plan, Exhibit J.8, to include Relief Factors. Staffing Plan changes can only be obtained through an approved Contract modification.

D. Contractor shall provide job descriptions for specific staff positions identified on the Staffing Plan, Exhibit J.8, that comply with the Department’s minimum education and experience requirements in Exhibit J.12 for like positions.

1. Unless otherwise specified in this Contract, minimum Contractor job description education and experience qualifications shall be the same as for like positions in the Department.

2. Contractor shall certify that all staff meet the same basic eligibility criteria as those persons employed in like positions by the Department.
3. Contractor job descriptions shall include minimum education and experience qualifications, description of job duties and full-time or part-time designation.

4. Contractor shall include in each security job description the title of the comparable Department position (i.e., Shift Supervisor comparable to the Department Lieutenant, Senior Correctional Officer comparable to the Department Sergeant, Chief of Security comparable to the Department Major, etc.).

5. While the Contractor's minimum education and experience qualifications may vary by job title, the absolute minimum is the Department's education qualification for employment, which is a high school diploma or GED. The high school diploma shall be from an accredited high school or equivalent that is acceptable to the Department.

6. Award of this Contract does not constitute the Department's approval of the Contractor's job descriptions but does determine that the job descriptions meet the Department's minimum education and experience qualifications.

7. Contractor's request for exceptions to the Department's minimum education and experience job description requirements must be in writing. Any exceptions previously granted by the Department under a separate or previous contract do not apply to this Contract.

E. Employment of Ex-Offenders shall be in compliance with PD-75 (Applicants with Pending Criminal Charges or Prior Criminal Convictions). New employees/applicants with a criminal conviction(s) shall meet the eligibility requirements of PD-75 and receive written approval for employment from the TDCJ-PFCMOD Director or designee.

F. Contractor shall provide an organizational chart indicating the lines of supervision for all staff positions identified in the Staffing Plan, Exhibit J.B.

G. Each applicant shall sign a release stating the employee's employment history may be released not only to the Department, but also to other correctional facility contractors under contract with the Department.

1. All prospective Contractor's employees (including consultants, independent contractors and their employees and agents who work on a routine basis at the Facility) who currently work or previously worked for the Department must authorize the Department to release to the Contractor information concerning all disciplinary actions taken during their employment with the Department as well as their Department re-hire eligibility status. The TDCJ-PFCMOD Director or designee shall determine employment eligibility for any prospective employee requiring Division Director approval prior to being rehired.

2. Additionally, all job applicants must authorize the Contractor to release to the Department or another correctional facility contractor information concerning all disciplinary actions taken during their employment with the Contractor as well as their re-hire eligibility status as determined by Contractor in the event the employee seeks employment with the Department or another correctional facility contractor.

3. Both types of releases shall be documented in a Public Information Act Request and filed in the employee's personnel folder.
a. The Contractor shall maintain all employment records for a period of five (5) years after expiration or termination of this Contract.

b. Upon receipt of a written request from the Department or another correctional facility contractor, the Contractor shall be required to release employment records for a period of five (5) years after expiration or termination of this Contract.

H. Contractor may utilize part-time employees. All part-time employees shall be fully trained pursuant to the Department training requirements (refer to Section C.4.1) prior to being assigned to a post.

1. Part-time employees may temporarily perform the duties of, but cannot fill, a full-time position identified in the Staffing Plan.

2. All part-time employees shall meet the same qualifications and training eligibility requirements as full-time employees.

3. The use of part-time supervisory Security Staff is prohibited.

I. It is understood and agreed that from time to time a vacancy, as defined in this Contract, may occur in positions required by the Staffing Plan; however, the Contractor shall employ sufficient relief staff to ensure all positions (duty posts) identified in Exhibit J.8 shall be manned on each required shift.

1. A vacancy does not occur when an employee is temporarily absent due to vacation, sick leave, or other temporary leave condition. Such other temporary leave conditions shall include employee participation in management and professional conferences or In-Service Training, so long as such other temporary leave does not exceed a period greater than two weeks in duration.

2. The Temporary Reassignment of staff to other locations operated by the Contractor shall be subject to the following provisions:

   a. In emergency situations no unit staff will be temporarily reassigned from the Facility to any other location (in state or out of state) without receiving verbal authorization from the TDCJ-PFCMOD Director or designee. This notification must be within three (3) hours and followed up with a written notification within twelve (12) hours explaining the circumstances and number of staff deployed.

   b. Temporary Reassignment of staff for any reason other than emergency situations shall have prior written approval from the TDCJ-PFCMOD Director or designee before reassignment. Unless waived by the Department, during the period of authorized absence for a Temporary Reassignment, the Average Daily Salary of the reassigned employee will be withheld from the Monthly Contractor Payment.

   c. If the Temporary Reassignment benefits the Department, a waiver from the vacancy deduction may be requested. Waivers may be granted on a case by case basis, but will only be granted for up to sixty (60) days. On the 61st day, an Average Daily Salary for the reassigned employee will be withheld from the Monthly Contractor Payment.
d. Contractor shall provide TDCJ-PFCMOD with a written description as to how the incumbent's duties will be performed during the period of the Temporary Reassignment.

3. Contractor shall ensure that any vacancies in the approved Staffing Plan are filled by a qualified and trained employee having a verifiable Filled Date (as defined in this Contract) within sixty (60) days or ninety (90) days of the vacancy occurring to be determined as follows:

a. If a non-uniformed position not requiring Pre-Service Training per AD-12.20 or a security supervisor/administrator position (classified as a Sergeant, Lieutenant, Captain, Major, Assistant Warden, Warden or comparable titles) remains vacant for more than sixty (60) days, the Monthly Contractor Payment for the period during which the position remains vacant shall be reduced by an Average Daily Salary for each day the position is vacant, starting on the 61st day.

b. If a Correctional Officer position or non-uniformed position requiring Pre-Service Training as identified in AD-12.20 remains vacant for more than ninety (90) days, the Monthly Contractor Payment for the period during which the position remains vacant shall be reduced by an Average Daily Salary for each day the position is vacant, starting on the 91st day.

4. The Department will allow staffing credits for only Correctional Officer positions, based on accrued overtime, to offset vacancy withholdings. The following provisions apply to these staffing credits:

a. Accrued Correctional Officer overtime will be reported and credited for a calendar month; and

b. Unused credits cannot be carried over from one month to the next.

5. If it is determined by the Department monitoring staff that a service has not been provided while the incumbent is off the payroll due to Family Medical Leave (FML) status, Workers' Compensation status or Military Leave status, the Average Daily Salary for that position will be deducted for the period for which the service was not provided.

a. Such a position is vacant, regardless of whether the service is being provided, when:

1) The incumbent remains on FML or Workers' Compensation status in excess of twelve (12) weeks.

2) The incumbent, on Military Leave status, exhausts all paid leave and is placed in a leave without pay status or separated from employment.

b. A current annual criminal background check which meets continued employment eligibility, in compliance with PD-75, is required before the return of an employee described above.
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c. In the event the employee was terminated from the Contractor's payroll, a pre-employment criminal background check that meets employment eligibility criteria in PD-75 is required prior to the incumbent returning to work.

J. A pre-employment criminal background check shall be completed by the Department for each applicant (including consultants, independent contractors and their employees and agents, and volunteer workers who work on a routine basis at the Facility) within thirty (30) days prior to being assigned by Contractor to the Facility.

K. Contractor shall employ or assign only those applicants that meet employment eligibility criteria outlined in PD-75 to perform duties in the Department's contract facilities. The results of the criminal background checks, to include supplemental documents that confirm the employee's eligibility, must be acceptable to the Department and shall be maintained in the employee's file at the Facility.

L. Employees, to include those in OJT, shall not be assigned to any Department contracts or have contact with Offenders until a current criminal background check that meets PD-75 eligibility criteria is received by the Department.

M. A nominal fee shall be charged to the Contractor for these criminal background checks. These fees shall be processed in accordance with the format and frequency as determined by TDCJ-PFCMOD.

N. Contractor shall be responsible for any additional fee charged by DPS to the Department for any resubmission requests due to unreadable fingerprints.

O. In addition to background investigation reports, Contractor shall maintain in each personnel file a copy of the Department's TCIC/NCIC Pre-Employment Inquiry Results Letter, the Criminal History Record reflecting the fingerprint analysis, and the results of a pre-employment drug test on each employee in compliance with PD-17 (Drug-Free Workplace) that is acceptable to the Department.

P. Contractor is responsible for the conduct and behavior of all persons working on the unit (including consultants, independent contractors and their employees and agents and volunteer workers) and shall ensure TDCJ's Policies regarding management and treatment of Offenders, including PD-29 (Sexual Misconduct with Offenders), are followed. Should a violation occur, the Contractor shall take immediate corrective action acceptable to the Department.

Q. Contractor shall immediately notify TDCJ-PFCMOD, in writing, of employees who resign while under investigation for inappropriate conduct related to Offender management and for violations of policies related to Facility security.

R. Contractor shall immediately notify TDCJ-PFCMOD, in writing, of any employee who has been convicted, arrested, indicted or charged with a criminal offense. Such employee shall not be permitted to return to duty until authorized in writing by the Department. A copy of such written authorization shall be maintained in the employee's personnel file.

S. Contractor shall comply with PD-26 (Nepotism) regarding the employment of relatives.
T. An annual criminal background check shall be completed by the Department for each employee including consultants, independent contractors and their employees and agents, and volunteer workers who work at the Facility routinely.

U. Annual criminal background check requests, to continue employment, shall be submitted to TDCJ-PFCMOD no later than the 15th day of the Facility’s designated month.

V. Contractor shall provide an Affirmative Action Plan outlining Equal Employment Opportunity (EEO) compliance and strategies used to meet goals outlined in the Affirmative Action Plan.

W. Contractor shall provide a basic drawing of the Facility that details Security Staff (security officer positions identified in the Staffing Plan only) Deployment by location (inside and outside buildings, open areas such as recreation yards, walkways, etc. as well as outside the perimeter fence). These security posts shall be color coded by shift on the drawing.

X. Contractor shall deploy security supervisors and security officers to posts as established in the Staffing Plan, Exhibit J.B.

1. Contractor’s Daily Security Shift Rosters shall include all security supervisor and security officer positions required in the Staffing Plan, Exhibit J.B.

2. On a daily basis, Contractor shall provide the Department Contract Monitor copies of accurate and complete Daily Security Shift Rosters for all shifts, documenting all changes or reassignments that occur during the shift.

3. Upon request, Contractor shall provide the Department Contract Monitor copies of time records for each employee identified on specific Daily Security Shift Rosters.

4. Priority position staffing as defined in AD-11.52 is not applicable to the Deployment of Contractor staff. All positions identified in the Staffing Plan, Exhibit J.B, are required to be manned at all times except for 5-day security posts with a Relief Factor of 1.0 (i.e., Major, Captain, etc.). This exception applies only to situations where the incumbent is on vacation, sick leave, etc. and must meet the following conditions:

   a. Duties of the vacant post shall be performed;

   b. Specific staff members shall be designated to perform the duties of the vacant post; and

   c. Specific staff members performing the duties of the vacant post shall be identified on the Daily Security Shift Roster.

Y. Contractor shall submit a Position Vacancy Report as required by the TDCJ-PFCMOD Director or designee.

1. The report dates shall correspond with the Contractor’s work week schedule (i.e., Monday - Sunday, Wednesday - Thursday).
2. Failure to do so shall result in an action as indicated in Exhibit J.6, Compliance Standards.

Z. Contractor shall submit a Position Control Number (PCN) List monthly to TDCJ-PFCMOD. This list shall be included with the last Position Vacancy Report for the respective month.

AA. Contractor shall submit a monthly Correctional Officer Staff Overtime Report to TDCJ-PFCMOD. This list shall be included with the last Position Vacancy Report for the respective month.

BB. Contractor shall be responsible for the preparation of accurate employee time and attendance records, ensuring these records are signed by the employee, approved by the supervisor, maintained on file at the Facility and available to TDCJ-PFCMOD staff. Failure to do so shall result in an action as indicated in Exhibit J.6, Compliance Standards.

CC. If redeployed, the employee shall be fully eligible, qualified and trained for the Redeployment post and must wear a uniform respective to the post. Redeployment of staff shall only be authorized during the employee's non-regular duty hours (i.e., employee regularly scheduled for 1st shift can only be redeployed during a shift other than 1st shift).

DD. All Upper-Level Management absences in excess of 72 hours shall be reported in writing to TDCJ-PFCMOD immediately.

C.4.3 Food Service

A. Contractor shall provide wholesome and nutritious meals for all Offenders in compliance with TDCJ Policies.

B. Contractor shall provide an annual master menu meeting the above meal requirements. This master menu shall be approved, signed and dated by a licensed dietician.

C. Contractor shall submit any menu changes approved by a registered dietician to TDCJ-PFCMOD for review and approval prior to implementation.

C.4.4 Laundry, Offender Necessities, and Barber Shop

Contractor shall provide full Offender laundry services, maintain necessities, and operate barber shops, in compliance with TDCJ Policies.

A. Contractor shall provide, at its expense, necessities, hygiene items and Offender clothing in compliance with TDCJ Policy.

B. Contractor shall provide, at its expense, all Facility supplies including first aid kits, office supplies and building support items.

C. Contractor shall post necessities/hygiene item distribution schedules that comply with TDCJ Policy in all Offender living areas and in the Offender Orientation Handbook.

D. Contractor shall ensure Offenders returned to a state-operated Unit are clothed in the Department's Offender uniforms.
C.4.5 Transportation

A. Contractor shall provide, at its expense, full transportation services with respect to all Offenders to be housed at the Facility. Offender transportation services will be in compliance with TDCJ Policies and will begin with initial transfer of an Offender from the Huntsville Unit or another Department facility and end upon the Offender's return to the Huntsville Unit or other Department facility, which other facility shall not be further from the Facility than Huntsville, Texas.

1. In the case of a State Jail Confinee, the Contractor is financially responsible for returning the Confinee to their place of residence within the Facility's general metropolitan area. If the Confinee's place of residence is outside the Facility's general metropolitan areas, then the Contractor is responsible for returning the Offender to the city, within the State of Texas, from which the Confinee resides.

2. Such transportation shall include all transportation for non-medical emergency absences, and all transportation required for health care purposes including emergency medical transportation described in Section C.4.9. For emergency medical transportation, Contractor shall provide security as outlined in TDCJ Policy.

B. Contractor shall provide the following:

1. Number and type of Offender transport vehicles;

2. Full descriptions of Offender transport security equipment, including but not limited to, communications equipment, weapons, restraints or any other items approved for use in the Department Use of Force Plan; and

3. Offender transportation operations procedures.

C.4.6 Telecommunications

A. Offender Telephone Access:

Contractor shall comply with TDCJ Policy.

B. Radio Equipment:

1. Contractor shall ensure that all radio systems are licensed and maintained in accordance with Federal Communications Commission (FCC) regulations.

2. In the event replacement is required in accordance with Section C.4.14.H. of this Contract, Contractor shall upgrade portable (hand-held) radios, mobiles, base stations, and repeaters to meet FCC mandates for narrow band operation and current Department specifications.

C. Telephone Systems:

1. Contractor shall ensure telephone systems are maintained in good working order.
2. At a minimum, the Contractor's telephone maintenance contract shall include 7-day/24-hour coverage with a maximum of 2-hour response for emergencies. No answering machines will be accepted.

3. The Contractor shall provide for 7-day/24-hour telephone communication for immediate maintenance/repair service by certified working staff.

**C.4.7 Information Technology Services**

Contractor shall provide, at its own expense, facilities and equipment that may be required to interface with existing and all future requirements directed by the Department.

A. All computers not connected to the Department's Mainframe shall be purchased at Contractor's expense. The exception would be the computer for TDCJ-PFCMOD Contract Monitors.

B. Contractor shall purchase, install, maintain/repair and replace at Contractor's expense, all cabling for State-Owned computers.

C. State-Owned CRTs shall be provided for Offender management control and related programs (i.e., visitation, classification, grievances, incident reporting, legal, medical, etc.).

D. All printers shall be purchased at Contractor's expense.

E. Contractor shall be responsible for monthly reimbursements to the Department for dedicated data lines, modems (if applicable) and leasing charges for the router.

F. Contractor shall be responsible for prorated early termination charges pertaining to dedicated data lines, modems and routers described above in the event the Contractor terminates the Contract prior to the agreed upon date.

G. Contractor shall not connect their Contractor-owned computer equipment to the Department's network. Only State-Owned computer equipment shall be connected to the Department's network. There shall be no Dual-Homed Computer Equipment located on the Facility.

H. Contractor shall report to the Contract Monitor, any changes in the employment or job duties of staff having access to essential mainframe applications, which includes STR - Inmate Strength, as well as other applications that may be identified by TDCJ-PFCMOD.

**C.4.8 Education**

Contractor shall provide, at its own expense, a full range of academic and vocational programs from basic adult literacy through General Education Development (GED) certificate including a library that meets TDCJ Policies.

A. General Requirements

1. The Contractor shall provide a full range of educational services to meet the needs of all Offenders on the Facility who are eligible to participate regardless of their length of stay.
a. Educational requirements for State Jail Confinee's are as follow: Based upon the assessment of educational testing, and Individualized Treatment Plan (ITP) will be developed for each State Jail Confinee as specified in Section C.4.26. Unless rehabilitative programs are not indicated as needed during the diagnostic process, the ITP Committee will enroll the Confinee in programmatic activities (education, and/or vocational).

b. Educational requirements for Transfer Offenders are as follows: Once the needs of the Confinee population are met, then the Transfer Offenders will be allowed to participate in rehabilitative programs.

2. All Offenders on the Facility who have an education ITP need shall be required to participate in educational programming. All Offenders shall be required by the Contractor to take life skills or pre-release training regardless of educational level. Participation in educational programs shall place enrollment priority on Offenders, according to the ITP process.

3. Eligible Offenders in need of educational services shall receive programming (except for college credit) at no cost to the Offenders regardless of the Offenders' willingness or ability to apply for or qualify for financial assistance.

4. All Offenders receiving financial assistance must have a signed statement on file indicating that they willingly applied for financial assistance and that they were informed that such application was not a condition of enrollment.

5. The overall unit schedule shall be designed to accommodate the instructional time frames required for education programs.

6. The Facility education program shall establish a calendar for instruction scheduled to meet a minimum of 210 days per school year and submit this calendar to TDCJ-PFCMOD for approval prior to implementation.

7. Contractor shall maintain documentation of all educational funding sources.

8. Contractor is prohibited from contracting with third parties to provide educational programming for Offenders without prior written approval from the Department.

B. Programs

1. Literacy Instruction

   a. Literacy programming to meet the needs of all Offenders from basic adult literacy through GED level shall be provided and students shall be allowed to attend at least fifteen (15) hours per week.

   b. Academic Programs shall include the following:

      1) Basic academic education to include, but not limited to, instruction in reading skill development, language skill development, writing skill, and mathematics necessary for an adult to function in society.
2) Adult secondary education to include, but not limited to, instruction in reading, language arts inclusive of writing production, mathematics, literature, science, and social studies appropriate to prepare the student for successful completion of the GED test battery.

c. Written curricula are required for all academic programs, and these curricula shall be adult appropriate and coordinated with the Secretary's Commission on Achieving Necessary Skills (SCANS) competencies and workplace skills. All curricula shall be approved by the Department prior to implementation and reviewed at least every three years for subsequent approval by the Department. All changes to the curricula shall be approved by TDCJ-PFCMOD prior to implementation.

d. Teachers shall demonstrate a method of assessing student progress.

2. Pre-Release/Life Skills Instruction

a. Students enrolled in such programs shall attend a minimum of three (3) hours per day.

b. Contractor providing Pre-Release/Life Skills Instruction for Offenders who have received Further Investigation-Rehabilitation (FI-R) votes shall:

1) Use only Windham School District's (WSD) Changing Habits And Achieving New Goals To Empower Success (CHANGES) curriculum for core curriculum Pre-Release/Life Skills Instruction;

2) Comply with the policies and procedures associated with the CHANGES program;

3) Restrict use of the CHANGES curriculum to only those certified teachers who have been approved by WSD to teach the CHANGES program and who have successfully completed the WSD CHANGES training;

4) Accurately and properly track attendance hours and maintain student progress records; provide necessary student records when requested (including attendance hours and student progress records);

5) Ensure that use of the CHANGES curriculum, either in whole or in part, is limited only to the setting associated with the respective Facility;

6) Deliver the CHANGES curriculum as it is written, without alteration, deviation, deletion, or addition of lessons and/or modules. Supplemental material is permissible, but only as such material relates directly to the modules and/or lessons contained in the WSD CHANGES curriculum; and

7) Issue a Certificate of Completion when an Offender has successfully met the requirements for completion as set forth in current WSD CHANGES Policy 8.16. This certificate may be used by the Offender as evidence of program participation for parole and other purposes.

c. Contractor providing Pre-Release/Life Skills Instruction for Offenders who have not received FI-R votes shall provide instruction to include, but not be limited to:
3. Secondary Adult Vocational

a. Contractor shall provide secondary level vocational training to Offenders with an ITP need. Students shall attend vocational programs for a maximum of thirty (30) hours per week and shall be concurrently enrolled in an academic program if identified ITP need exists.

b. Full length, secondary level vocational programs shall be competency-based and adult appropriate, consisting of a minimum of 600 clock hours of instruction.

c. Individual student progress records shall document specific mastery of objectives and skills delineated for secondary adult vocational programs.

d. Prior to the implementation of each program, secondary level vocational course curricula and course length shall be approved in writing by the Department. The curricula materials will be reviewed for subsequent approval by the Department during the Division Level Operational Review every three (3) years. All changes to the curricula shall be approved by TDCJ-PFCMOD prior to implementation. Such curriculum shall be consistent with current industry standards in the respective vocational program.

e. Secondary level vocational programs shall provide a written and skill assessment methodology for each module.

f. Certificates of achievement shall be awarded to those secondary level vocational students who:

1) Achieve a minimum written test average of 70%;

2) Complete a minimum of 70% of the competencies listed on the student progress record; and

3) Attend a minimum of 450 hours of the 600 hour instructional period for the course enrolled.

g. The collection of fees for services provided in vocational training programs (shop fees) shall be in accordance with TDCJ Policy. Vocational projects shall be appropriate to the course/program being taught.
4. The Contractor shall provide each academic classroom and vocational shop area with appropriate instructional materials, supplies, and equipment that are acceptable to the Department. Contractor shall have a listing of the basic materials, supplies, and equipment available for review and approval at the scheduled operational review.

5. Procedures for Vocational Programs
   a. In addition to TDCJ Policies, all vocational shops/classroom areas shall comply with all applicable WSD policies and operating procedures.
      1) Hazardous Tools shall be handled in accordance with WSD Operating Procedures 8.02.
      2) Tool Control shall be handled in accordance to AD-03.19 "Control of Tools/Sensitive Items."
      3) Students must have access to and use of all tools included in the vocational curriculum.
   b. All vocational shops and classroom areas, whether college, secondary or non-credit programs, shall comply with the above vocational procedures.

6. Offenders enrolled without a GED or high school diploma shall be concurrently enrolled in an academic program.

7. General Requirements of College Programs
   a. Contractor may enter into a contract for services with the community college and/or university servicing the district where the Facility is located. The academic and vocational course offerings shall be sufficient to meet the needs of the Offender students. The Facility will provide the Department a listing of all college courses to be offered, including course name, number, the proposed time to be taught, and cost per Offender. The list must be provided no less than thirty (30) days prior to the beginning of each semester.
   b. The Facility college programs shall operate under the eligibility guidelines of on-campus students applicable to Offender students.
   c. The Facility principal shall be the authority for the operation of the college program on the Facility and be responsible for identifying and screening prospective college students, participating in registration for classes, processing adds and drops, and providing supervision of college faculty while on the Facility.
   d. The financial aid office of the contracted local community college or university shall handle all Offender applications for financial assistance for college courses.
   e. All Offenders participating in the college program shall have a GED or high school diploma, and meet the requirements identified in AD-07.02.
f. Offenders will be responsible for costs pertaining to all college credit programs or will qualify for financial assistance through the respective college or university.

g. All courses offered under the auspices of a community college or university, whether for college credit or continuing education credit, shall be taught by employees of the community college or university and supervised by the college.

h. Certificates presented to completers from the community college or university must meet the criteria for certificates mentioned for secondary level vocational courses and short courses and must be taught by employees of the institution.

i. All contracts with colleges, universities and proprietary schools shall be approved by the Department prior to implementation.

8. Libraries

a. Contractor shall maintain and/or provide comprehensive library services that include, but are not limited to, a reference collection containing general and specialized materials, and planned and continuous acquisition of materials to meet the needs of the education staff and Offenders.

b. Libraries shall follow library procedures in compliance with TDCJ Policy and WSD OP 8.091-VII.

c. Each Facility's collection shall have 5 books per Offender or 10 books per student, whichever is greater.

1) An inventory of the Facility library shall be conducted annually by the professional librarian.

2) Circulation records shall be kept for the purpose of evaluating Offenders' use of the library. Circulation shall be at least 25% of the total holdings.

3) Appropriate space, including shelf space, shall be provided for the library. Library seating and workspace for students and teachers shall be provided using the standard library furnishings as appropriate for the instructional program.

4) All General Population Offenders (Non-Student Offenders) shall have reasonable and regular access to the library acceptable to the Department.

5) Library orientation shall be provided to all Offenders.

C. Student Assessment and Placement


a. Procedures shall be used for the identification and placement of Offenders into the educational programs consistent with the Department ITP process. Placement of Offenders into academic educational programs shall be as follows:
1) All highest priority Offenders (ITP Priority 3);

2) If all ITP Priority 3 Offenders are placed in educational programs, all next priority level (ITP Priority 2) shall be placed; and

3) If all ITP Priority 2 and 3 Offenders are placed in educational programs, all next priority level (ITP Priority 1) Offenders shall be placed.

b. All Offenders shall be assessed on the TABE Form 9/10.

c. All procedures regarding Educational Achievement (EA) Testing, Test Security, Test Procedures and Test Preparation as written in the current WSD EA Test Procedures Manual, shall be followed without deviation. This manual is available from TDCJ-PFCMOD. The following exceptions to this manual are identified below:

1) Any procedure outlined in the above referenced manual that requires computer processing is not applicable to the use of a specific form only. The requirement for the process identified in these references remains the Contractor's responsibility to produce. For example, EA Book Checkout Forms routinely accessible to WSD are not available to the Facility. It is the Contractor's responsibility to provide a similar form that meets the same requirements as those used by WSD.

2) Offenders shall not take individual sections of the EA Test.

- All four parts (Reading, Math Computation, Math Application, Language) of the EA Test shall be administered when EA Testing.
- The entire testing session may last more than one day, but shall be completed within five (5) school days from the date of the first test administered.

d. For Offenders without valid EA Test scores, Contractor shall administer the EA Test used by the Department, which must be documented on the Department's mainframe computer, within ten (10) workdays of Offender's arrival. As part of the intake process, the EA score will establish an instructional baseline and assist with the placement decision.

e. Contractor shall ensure that 70% of Offenders participating in academic education programming increase their EA composite score by a minimum of 0.5 annually. Contractor shall develop a methodology to monitor student progress. Any Offender with 2 EA Tests at the same Facility during the current school year shall be considered as an annual enrollee for the purposes of this performance measure. For purposes of this performance measure, an Offender shall be awarded the required progress if the Offender achieves a GED certificate during the Fiscal Year. However, such progress shall be awarded only for a GED certificate or only for demonstrating the required EA progress. An Offender may not be awarded progress for achieving a GED certificate and demonstrating EA improvement.

f. The Contractor shall provide approximately 600 hours of academic education programming annually to the Offender(s). In the event Contractor fails to meet this goal, Contractor shall resubmit, for the Department's written approval,
Contractor's education plan for meeting the EA goals. The Department may require the Contractor to provide certified teachers for failure to meet the EA goals, at no additional cost to the Department.

g. Contractor shall administer the appropriate level of the EA at least every four (4) months in order to assess Offender's progress and to guide further placement decisions.

h. All Offenders within twenty-four (24) months of release shall be enrolled in a life skills class (or other pre-approved pre-release program).

2. GED

a. With approval from the Texas Education Agency GED Unit, Contractor shall contract with a GED Chief Examiner to provide GED testing services every two (2) months or as appropriate (as determined by the Department) to accommodate testing needs of the student population.

b. Only students who do not have a High School diploma from an accredited high school or a GED certificate shall be eligible to be GED tested.

c. All practices regarding GED, GED eligibility (for first time testers and re-testers), and GED test security shall comply with the policies and practices set forth in the current edition of the WSD GED Test Manual. This manual is available from TDCJ-PFCMOD.

d. Exceptions to the above requirement are as follows:

   1) EA scores from Form 7/8 may be used for a period of one (1) year, from the beginning of subsequent Fiscal Year, in conjunction with Form 9/10 scores. After one (1) year expires, only scores on Form 9/10 shall be considered when determining GED eligibility;

   2) The Facility shall not impose additional exclusionary standards (e.g., GED pre-tests) in order to determine GED eligibility for first time testers;

   3) An Offender shall become eligible to GED Test when the Offender has achieved the required scores in all EA sub-test areas;

   4) Any procedure outlined in the above referenced manual that requires computer processing is not applicable to the use of a specific form only; and

      • The requirement for this process identified in these references remains the responsibility of the Contractor to produce. For example, GED Test Administration Logs routinely accessible to WSD are not available to privately operated facilities in the same fashion.

      • Contractor shall provide a GED Test Administration Log that meets the same requirements as those used by WSD.

   5) Examiner to student ratio for GED Test sessions shall be that as determined by GED Testing Service (GEDTS) and not WSD.
e. Appropriate procedures shall be developed for assessment and placement in all programs according to education criteria.

f. Placement procedures for vocational and pre-release programs shall be appropriate (as determined by the Department) so students can successfully accumulate skills and contact hours for completing the course.

g. Contractor shall provide additional aptitude, interest and language testing to augment and support the instructional program. Placement in vocational programs will be based on a formal assessment of aptitude and interest, which will be included in the Project RIO file.

h. Staff administering TABE and GED shall be trained by Contractor in test administration. Appropriate security procedures shall be followed for test administration and storage of TABE and GED Test booklets.

i. GED test scores shall be updated on the Department's mainframe computer within five (5) working days of receipt of the scores.

3. Counseling

a. Student counseling services to augment and support the instructional program shall be provided by a full-time counselor.

b. Educational orientations shall be provided for all newly arrived Offenders.

c. Information on test taking skills shall be provided to all students.

d. Achievement, language proficiency, GED and vocational testing shall be appropriately (as determined by the Department) coordinated.

e. Students shall be placed in academic classes based, in part on their achievement battery and grouped according to their functional level, where possible.

f. Individual and/or group counseling addressing values, self-esteem, goals, manners, rules, etc. shall be provided.

D. Personnel

1. Training

a. All professional education staff shall complete training as specified in Section C.4.1. Pre-Service shall include a minimum of twenty-four (24) hours specific to assignments for professional staff and sixteen (16) hours of topics from the Department's Correctional Awareness Training Curriculum.

b. Contractor shall provide training for all educational staff (excluding clerical and janitorial staff) in accordance with Texas Administrative Code, Title 19, Part 2, Chapter 89, Subchapter B, Rule 89.25. Such training shall include:
1) At least twelve (12) clock hours of professional development annually, specifically designed to improve the quality of educational services and/or programming; and

2) At least six (6) clock hours of Pre-Service professional development for all staff new to adult education, before they begin work assignment.

c. Contractor shall maintain documentation of the completion of Pre-Service and In-Service Training in the employee's personnel file and, upon request, make this documentation available to the Department and WSD staff.

2. Evaluation

Contractor shall evaluate professional staff systematically at least annually and use the evaluation data to improve program effectiveness. The evaluation instrument shall address the educational, instructional and professional development of the professional staff.

3. Substitute Teachers

a. Facility shall utilize qualified Substitute Teachers (as defined by the Department/WSD) as needed to provide continual educational services to the Offender population.

b. Substitute Teachers shall have a high school diploma or GED.

c. Contractor staff, identified in the PCN List, may serve as Substitute Teachers only for periods of time when they are not regularly scheduled to work regardless of whether their job description includes this function.

d. Classes cannot be combined or class schedules adjusted in the absence of a teacher to avoid having to hire a Substitute Teacher.

e. Contractor shall not include Substitute Teachers in the Staffing Plan (Exhibit J.8).

f. Contractor shall submit, by the 15th of the following month, to TDCJ-PFCMOD the following Substitute Teacher information:

1) Monthly Education Services Report;

2) Education Department Classroom Schedule;

3) Teacher Absentee List;

4) Card Assignment Document;

5) First Shift Turnout Roster; and

4. Staffing Certification Requirements

a. Certification requirements for directors, teachers (excluding vocational teachers), counselors and supervisors shall be consistent with Texas Administrative Code, Title 19, Part 2, Chapter 89, Subchapter B, Rule 89.25. Such requirements shall include:

1) Persons must possess at least a bachelor's degree; and

2) Persons without a valid Texas teacher's certification must attend at least twelve (12) clock hours of professional development annually in addition to that specified in previous training sections of the Contract until they have completed either six (6) clock hours of adult education college credit or attained two (2) years of adult education experience.

b. Vocational teachers must possess a bachelor's degree from an accredited college or university and three (3) years full-time, wage-earning experience, within the last eight (8) years, in the subject content area of assignment, or a high school diploma from an accredited high school, or hold a GED equivalent, and five (5) years full-time, wage-earning experience within the last eight (8) years, in the subject content area of assignment. Work experience must be verified by a Statement of Qualifications (SOQ) and approved by WSD.

1) For business computer courses (not computer maintenance), the teacher must have a bachelor's degree from an accredited college/university in business or computers or a bachelor's degree in any field and eighteen (18) hours of business courses, and three (3) years work experience.

2) For horticulture courses, the teacher must have a bachelor's degree in agriculture from an accredited college or university and three (3) years full-time, wage-earning experience in horticulture.

3) For landscape design, construction and maintenance courses, the teacher must have a bachelor's degree in agriculture and have three (3) years full-time, wage-earning experience in landscape or a related field.

5. Student Records

a. Daily attendance records are maintained for each class. The Facility compiles and maintains both monthly and yearly totals of contact hours. Attendance time shall be considered to be consistent with the definition of contact time as defined by Texas Administrative Code, Title 19, Part 2, Chapter 89, Subchapter B, Rule 89.21.

b. Student Participation Records (SPRs) are maintained showing: date of enrollment, drop date, and certificates earned for each class.

c. EA scores and GED results for individual students are maintained and posted in a timely manner.

d. Analysis of test results is performed on a regular basis to monitor student progress and evaluate programs.
6. Performance Goals

a. Seventy percent (70%) or more of vocational participants will earn certificates of completion.

b. Seventy percent (70%) or more of pre-release participants will earn certificates of completion.

c. Contractor shall not exceed a maximum student/teacher ratio of 28:1.

d. Contractor shall develop and submit to TDCJ-PFCMOD for approval, an annual performance report within ninety (90) days of the completion of each school year that includes:

1) Unit Profile;

2) Education Department Profile;

3) Education Department Staffing Plan;

4) Program Offering Description(s);

5) Student Performance Measures;

6) Library Report;

7) Needs Assessment Results:
   - Offender
   - Faculty/Staff
   - Program

8) Annual Professional Development Activities; and

9) Plans for Improvement.

e. Students shall participate at least three (3) hours per day, five (5) days per week in assigned educational program(s).

f. Facility shall maintain attendance at 92% of the scheduled attendance.

C.4.9 Health Services without Medical

A. The Department will contract with the Correctional Managed Health Care Committee (CMHCC) to provide complete health care services including medical, dental, mental health, pharmaceutical, medical records, emergency care and sick call services for Offenders assigned to the Facility.
B. Contractor shall be responsible for working cooperatively with the CMHCC's designated health care staff to ensure the effective operation of the health care program at the Facility.

C. The TDCJ Division Director for Health Services will be the final authority in the event of a disagreement between the Contractor and CMHCC's health care staff relating to the delivery of health care services.

D. Contractor shall be responsible for providing security, general housekeeping and Facility maintenance in the medical area of the Facility.

E. The Contractor shall also be responsible for providing security for any Offender admitted to a free-world hospital for the duration of the Offender's hospitalization.

F. The accepted form of written notification of an Offender's hospitalization is to be via the Department's Mainframe Email.

   1. In the event an Offender requires emergent or urgent admission to a Tertiary Care Facility, the Facility must immediately inform by the Department's Mainframe Email the Health Services Liaison at terminal HSLIAISON, the Transportation Office at HQTN001 and the Classification and Records Department at CLASSMED. Messages shall be sent to the above terminals twenty-four (24) hours a day.

   2. The Offender's name, TDCJ number, Facility name, admitting diagnosis, sending and accepting physician, destination, means of transportation, and time of hospital admission must be included in the Mainframe Email.

G. All free-world hospital transfers shall be included in the Facility Contractor's Midnight Strength Report for any midnight during which the Contractor is providing security for the Offender.

H. In the event that an Offender is transferred to the Facility and is considered by the Facility physician or medical director to be medically, physically, or mentally inappropriate to be incarcerated in the Facility, the Office of the TDCJ Health Services Liaison may be contacted for request and consideration of reassignment of the Offender to the Department.

C.4.10 Recreation

A. The Contractor shall provide a recreation program that complies with all the Department and WSD Recreation Policies.

B. If the recreation program includes a craft shop, it shall be operated in compliance with TDCJ Policy to include craft sales processing.

C. Contractor shall provide adequate physical facilities (inside and outside), equipment, and supplies for a recreation program that comply with TDCJ Policy.

D. Contractor shall provide a detailed Recreation Schedule, apart from the Building Schedule (Section C.4.21) in accordance with TDCJ Policy.

E. Contractor shall provide the following information regarding television and FM radio systems:
1. Whether TV and FM signals will be provided by a cable company or by other means and the estimated monthly cost associated with these services.

2. The network and channel select programming that will be provided.

3. Television set-up methods in the dayrooms.

C.4.11 Legal

A. In order to ensure that Offenders are afforded their constitutional right of access to state and federal courts, to legal counsel and to public officials and agencies, Contractor shall provide all services and supplies required by TDCJ Policy.

B. Contractor shall provide space for and access to a legal library containing all resources necessary to meet all requirements as outlined in the Department’s Uniform Inmate Access to Courts, Counsel and Public Officials Rules.

C.4.12 Visitation

A. Contractor shall provide all space, furniture, equipment, and supervision necessary to implement a visitation program that meets all TDCJ Policies and the Department Visitation Plan.

B. The Duty Warden shall be the Senior Warden, Assistant Warden(s), Chief of Security, Major or equivalent of any of these positions.

C. Facilities not staffed with an Assistant Warden may request to utilize a position equivalent to a Captain or above as Duty Warden. Written approval from the TDCJ-PFCMOD Director or designee must be obtained prior to the exercise of this option.

D. The Duty Warden shall be designated as the Family Liaison Officer.

E. The Family Liaison Officer shall be physically located on the Facility during all hours of visitation.

C.4.13 Commissary

A. Contractor shall operate a commissary program that shall supply those items identified in the Commissary and Trust Fund Department’s Master List to Offenders at the Facility.

B. All revenue derived from the unit commissary shall be reported and expended pursuant to TDCJ Policy and Section C.4.29 of this Contract. Contractor shall not expend any funds from the commissary revenue without the prior written approval of the TDCJ-PFCMOD Director or designee. Such written approval shall be in the format and frequency as determined by the TDCJ-PFCMOD Director or designee.

C. Department commissary employees are paid according to the Classification Schedule and are non-exempt from the overtime provisions of the Fair Labor Standards Act, as amended; therefore, commissary personnel receive overtime. Contractor shall follow the same employee Classification Schedule for its commissary personnel.
D. Commissary employee's salaries are paid from commissary receipts. Their salaries and fringe benefits shall not be calculated in the Contractor Per Diem Rate calculation.

E. Commissary employees shall not engage in other employee or business activities that may constitute a conflict of interest with commissary duties.

F. Contractor shall become a party to the Department Commissary System utilizing the Department Point-of-Sale and Offender Trust Fund systems.

G. Contractor shall dispose of any merchandise in possession of an Offender, which is considered contraband by the Department, in accordance with TDCJ Policy, prior to Offender's return to a Department Unit.

H. All machinery, equipment, furniture, and other items of tangible personal property that are purchased with the commissary revenue shall become the property of the Department and shall remain on the Facility and shall be jointly inventoried by the Contractor, the Department and the subsequent Contractor, if necessary.

C.4.14 Maintenance, Remodeling, Damages, and Condemnation

A. Contractor shall at its expense, establish, document, and implement a maintenance program in accordance with TDCJ Policies that maintains the physical structure of the Facility and all tangible personal property contained therein, including all State-Owned Equipment (See Exhibit J.10).

1. This maintenance program shall address all maintenance related to structural conditions or defects as well as ordinary routine maintenance.

2. This maintenance program shall maintain, preserve and keep the Facility and all State-Owned Equipment in good operational condition, meeting or exceeding original manufacturer's specifications, subject to normal wear and tear.

3. This maintenance program shall make or cause to be made all necessary and proper repairs, including those identified by self-monitoring and Department inspections such that all replacements and renewals shall become part of the Facility.

B. During the term of this Contract and except as provided herein for repair or replacement of equipment, the Department shall have no responsibility, financial or otherwise, with respect to the maintenance of the Facility. Maintenance of the Facility shall be the sole responsibility of the Contractor.

C. Contractor, at its expense, shall maintain one State-Owned computer and printer meeting the minimum specifications as defined by the Department, for the sole purpose of supporting Computerized Maintenance Management System (CMMS) operations.

1. This computer and printer shall be installed according to the Department's requirements by Department personnel with CMMS software provided by the Department.

2. All software and licenses shall remain the property of the Department.
3. This computer and printer shall neither be loaded, altered, configured nor used for any other purpose without the specific authorization of the Department.

4. Any required upgrades, replacements or repairs to this computer or printer shall be the responsibility of the Contractor.

5. Upgrades to or replacement of this computer, printer or software shall meet or exceed the specifications of the Department’s CMMS maintenance computers and printers; and, if replaced, shall become an item of State-Owned Equipment, remaining on the Facility at expiration of the Contract.

6. Contractor shall be responsible for all travel and lodging expenses for maintenance staff to attend the Department provided training for CMMS.

D. With prior written approval by the Department, Contractor shall have the authority to remodel the Facility or make substitutions, alterations, additions, modifications and improvements to the Facility from time to time.

1. The cost of such remodeling, substitutions, alterations, additions, modifications and improvements shall be paid by the Contractor, unless the Department has agreed in writing to reimburse the Contractor for those costs, and the same shall become part of the Facility.

2. Where required by the Department, the design and construction of remodeling, substitutions, alterations, additions, modifications and improvements shall be accomplished in accordance with the Texas Engineering Practice Act and the Texas Board of Architectural Examiners.

3. Additionally, when required by the Department, the engineering plans, specifications, and estimates shall be prepared by, and the engineering construction, shall be executed under the direct supervision of a State of Texas Registered Professional Engineer.

E. Promptly after the occurrence of any damage to or loss of a Facility that materially affects the continued operation of such Facility, Contractor shall notify the Department of such loss or damage.

1. The Department and Contractor shall jointly assess the nature and extent of such damage or loss and, as soon as practicable thereafter, determine whether it is practicable and desirable to rebuild, repair or restore such damage or loss.

2. If the Department and Contractor determine that such rebuilding, repairing or restoring is practicable and desirable, Contractor shall proceed with such rebuilding, repairing or restoring and upon the completion thereof, such rebuilding, repairing or restoration shall thereupon become part of the Facility.

3. In such case, any insurance proceeds received in respect of such damage or loss shall be used for payment of, or reimbursement for, the costs of such rebuilding, repairing or restoring. In the event such insurance proceeds are not sufficient to pay in full the costs of such repair, rebuilding or restoration, and the Contractor and the Department determine to repair, rebuild or restore the Facility, Contractor shall pay from its own moneys that portion of the costs thereof in excess of such proceeds.
4. If the Department and Contractor determine not to rebuild, repair or restore the Facility, then this Contract shall terminate with respect to such Facility thirty (30) days after such determination.

F. In the event that title to or the temporary use of a facility, or any part thereof, shall be taken in condemnation or by the exercise of the power of eminent domain by any governmental body or by any person acting under governmental authority, promptly after such condemnation or exercise of the power of eminent domain, the Department and Contractor shall jointly determine whether to restore or replace the Facility.

1. If the Department and Contractor elect to restore or replace the Facility, Contractor shall proceed with such restoration or replacement, which restoration or replacement shall become part of the Facility.

2. In such case, any proceeds received from any award or awards in respect of the Facility or any part thereof made in such condemnation or eminent domain proceedings, after payment of all expenses incurred in the collection thereof, shall be for payment of, or reimbursement for, the costs of such restoration or replacement.

3. If Contractor and the Department determine not to restore or replace the Facility, then this Contract shall terminate with respect to such Facility thirty (30) days after such determination.

G. With prior written approval by the Department, Contractor may from time to time after the Services Commencement Date, at its own expense, install machinery, equipment, and other personal property on the Facility, which may be attached or affixed to the Facility.

1. All such machinery, equipment, and other personal property, other than any State-Owned Equipment, shall remain the sole property of the Contractor.

2. Contractor may remove the same from the Facility at any time, in its sole discretion and at its own expense, provided, that any damage to the Facility resulting from any removal pursuant to this section shall be repaired to its original condition by Contractor at its expense.

H. As a part of Contractor's responsibility, Contractor shall maintain an inventory of all State-Owned Equipment.

1. Such inventory shall include the manufacturer, model number, serial number, purchase cost and assigned identification number and location.

2. All State-Owned Equipment shall remain part of the Facility and may not be removed from the Facility without prior written approval from the Department.

3. The Department and Contractor shall be entitled to conduct an inventory of all State-Owned Equipment prior to the Service Commencement Date. The Department shall be entitled to conduct periodic inventories of State-Owned Equipment throughout the term of this Contract.

4. Contractor shall conduct an annual inventory of all State-Owned Equipment as scheduled by the Department and submit a report to the TDCJ-PFCMOD upon
completion. Contractor shall cooperate with the Department in its conducting of all inventories of State-Owned Equipment.

5. Contractor shall obtain the Department's pre-approval for replacement of any State-Owned Equipment. Contractor, at its expense, shall repair or replace within sixty (60) days from the date of discovery of loss, stolen, damaged or inoperable State-Owned Equipment, beyond repair, with equipment having like functional ability, life expectancy and quality, with a replacement cost less than $25,000.

   a. Compliance with this Contract provision can be accomplished only with the repair or replacement completed within the required sixty (60) day period. Non-compliance could result in the Department purchasing the equipment or system and withholding the cost from the Monthly Contractor Payment.

   b. Actions such as submitting a purchase order, requesting purchase approval from corporate headquarters or the addition to a budget request for subsequent purchase, etc. do not constitute compliance with this sixty (60) day requirement.

6. The Department retains final decision authority regarding Contractor responsibility for State-Owned Equipment.

7. Replacement cost will be determined by the Department.

8. The Department shall be notified in writing each time that an item of State-Owned Equipment is replaced. Such notification must include all pertinent information (including a copy of the purchase receipt showing purchase cost, manufacturer, model number, and serial number and assigned identification number) for the replaced item.

9. Unless instructed differently by the Department, Contractor shall dispose of inoperable equipment replaced by Contractor per TDCJ Policy.

10. TDCJ Policy shall be followed in reporting State-Owned Equipment that has been lost, stolen or destroyed.

11. Contractor shall identify to the Department and keep separately inventoried all machinery and equipment that is ancillary to or supplemental to, but not an integral part of State-Owned Equipment, which is purchased by the Contractor. Such ancillary or supplemental machinery and equipment shall remain the property of Contractor and shall be removable by Contractor provided that such removal does not impair the operation of the State-Owned Equipment to which it had been ancillary or supplemental.

   1. Contractor shall repair or replace, at its cost within sixty (60) days of the date of discovery of lost, stolen, damaged, or inoperable equipment, any item of the Facility's infrastructure.

   1. Compliance with this Contract provision can be accomplished only with the repair or replacement completed within the required sixty (60) day period.

   2. Non-compliance could result in the Department purchasing or repairing an item of the Facility's infrastructure and withholding the cost from the Monthly Contractor Payment.
3. Actions such as submitting a purchase order, requesting purchase approval from corporate headquarters or the addition to a budget request for subsequent purchase, etc., do not constitute compliance with this sixty (60) day requirement.

4. Such infrastructure items include but are not limited to State-Owned Equipment such as water heaters, electrical panels, commodes, individual surveillance cameras, etc., except that the Department shall bear the cost of any item of the Facility's infrastructure that is inoperable beyond repair when the replacement cost is $25,000.00 or over.

5. The Department retains final decision authority regarding Contractor responsibility for State-Owned Equipment to include the Facility's infrastructure.

6. The Department reserves the right to inspect and accept any work associated with the installation of a replacement item of the Facility's infrastructure and the Contractor is required to correct all deficiencies identified by the Department and to obtain acceptance of the work by the Department.

7. Replacement cost will be determined by the Department.

8. The Department shall be notified in writing each time that an item of the Facility's infrastructure is replaced. Such notification must include all pertinent information (including a copy of the purchase receipt showing purchase cost, manufacturer, model number, serial number and assigned identification number) for the replaced item.

9. Unless instructed differently by the Department, Contractor shall dispose of inoperable items of the Facility's infrastructure replaced by the Contractor per TDCJ Policy.

10. Contractor shall identify to the Department all items of the Facility's infrastructure that are ancillary to or supplemental to, but not an integral part of the Facility's infrastructure and purchased by Contractor.

a. Such ancillary or supplemental items of the Facility's infrastructure shall remain the property of Contractor and, with approval from the Department, shall be removed by Contractor provided that such removal does not impair the operation of any item of the Facility's infrastructure to which it has been ancillary or supplemental.

b. The repair of any damage caused by the removal of Contractor's property shall be the responsibility of the Contractor.

C.4.15 Risk Management

A. Contractor shall operate and maintain the Facility in compliance with all applicable federal, state and local safety and fire codes, and TDCJ Policies relative to risk management and Americans with Disability Act Standards.

B. Contractor shall establish a risk management program that shall include, but is not limited to occupational safety and health, environmental and emergency management.
C. Contractor shall designate an Alternate Risk Manager to perform required duties for the Facility during the absence of the Risk Manager.

C.4.16 Utilities

The Contractor shall be responsible for all utility arrangements and estimating the cost for electricity, natural gas, water, etc. Consumption and cost information shall be shared with the Department as an ongoing operational program as required.

C.4.17 Treatment Programs

A. Contractor shall provide and operate Chaplaincy, counseling, life skills, rehabilitation, community/public services and work programs in compliance with TDCJ Policies.

B. Contractor shall describe their treatment programs.

C. From time to time as special programmatic opportunities are identified and special funding sources are made available, the Contractor shall be expected to accommodate these programmatic opportunities.

D. Contractor shall actively encourage volunteer organizations to provide the following programs:
   1. Literacy and education programs;
   2. Life skills programs;
   3. Job skills programs;
   4. Parent training programs;
   5. Drug and alcohol rehabilitation programs;
   6. Support group programs;
   7. Arts and crafts programs; and,
   8. Other programs determined to aid Offenders in the transition from confinement back into society and to reduce recidivism.

C.4.18 Spanish Language Assistance

Contractor shall provide either qualified Spanish language interpreters or a third party recognized language service to provide assistance to eligible Offenders in accordance with TDCJ Policy.

C.4.19 Offender Grievance Procedure

The Contractor shall provide necessary resources and shall implement the Department’s Offender Grievance Procedure in accordance with TDCJ Policy.
C.4.20 Programmatic Activities

A. Contractor shall implement programmatic activities to include full-time work, academic, vocational, OJT and supervised intramural activities in accordance with TDCJ Policies.

B. Contractor shall describe each programmatic activity to be provided to Offenders.

C.4.21 Security

A. Contractor shall adequately secure buildings and provide other security equipment necessary to maintain control of assigned Offenders.

B. Contractor shall be responsible for the physical custody of all assigned Offenders at all locations where these Offenders are permitted as defined by the terms of this Contract.

C. Contractor shall provide reimbursement to the Department for costs incurred by the Department in the event of escape(s) or other extraordinary events at the Facility or from any location where the Contractor is responsible for the Offender. Estimated costs shall not be used for reimbursement. The costs to be reimbursed shall include but not be limited to:

1. Authorized uniformed officers provided by the Department;

2. Costs related to the use of authorized personnel from the Office of the Inspector General;

3. Costs for the handlers of tracking dogs; or

4. All necessary and related expenses to support the staff authorized to be on the scene and to protect public safety (i.e., wire taps, excessive mileage, excessive cell phone bills, etc.).

D. Contractor shall ensure all areas adjacent to the perimeter are visible under all conditions or monitored on a regular basis by perimeter patrol.

E. Contractor shall provide an emergency procedures/security manual for confidential use by staff supervisors employed by the Contractor that meets requirements in the Department’s Emergency Procedures (Volume IV of the Department’s Security Manual). The temporary evacuation of Offenders shall be included in Section 8 (Mass Evacuation) of the Contractor’s plan as well as acknowledgement by the Contractor to comply with “real time” Department instructions associated with such an evacuation (i.e., Contractor responsibilities for staff assistance, Offender supplies/support, Offender transportation, etc.).

F. Contractor shall provide a comprehensive building schedule, which includes recreation, in accordance with TDCJ Policy.

C.4.22 Disciplinary Rules and Regulations

Contractor shall impose discipline through rules, regulations and orders pursuant to TDCJ Policy.
C.4.23 Good Time

Contractor shall make reports of disciplinary violations and good behavior to the Department. The Department shall have the sole right to make all final decisions for award and forfeiture of good time.

C.4.24 Self-Monitoring

A. Contractor shall conduct self-monitoring, utilizing a comprehensive self-monitoring plan providing for both continuous Facility-level self-monitoring and quarterly Corporate-level self-monitoring.

B. Contractor shall designate an employee as the staff member responsible for continuous Facility self-monitoring and provide a description of reporting procedures for Facility self-monitoring including frequency and subject matter. Copies of Facility self-monitoring reports shall be retained on the Facility and available, upon request, to Department staff.

C. Contractor shall also provide a description of reporting procedures for corporate quarterly Facility self-monitoring by the Authorized Representative's designees. Additionally, Contractor shall ensure that copies of corporate quarterly self-monitoring reports shall be submitted to the TDCJ-PFCMOD Director or designee on a quarterly basis.

C.4.25 Intake Diagnostic Processing Requirements

All Transfer Offenders assigned to the State Jail will have their diagnostic processing completed by a Department operated facility. The Contractor will have responsibility for completing an IPT on each Offender assigned to a Facility. The Contractor will also be responsible for establishing a State Jail Classification Committee (SJCC) and a Unit Classification Committee (UCC) following TDCJ Policies, the Contractor shall adhere to the provisions defined in Criminal Justice Information System Addendum (Exhibit J.13). The Contractor shall be required to follow the TDCJ Intake Procedures.

C.4.26 Individualized Treatment Plans (ITP)

The Contractor shall be responsible for ensuring an Individualized Treatment Plan (ITP) is reviewed and/or completed for each Offender in compliance with TDCJ Policy.

C.4.27 Mail

The Contractor shall receive, process and deliver Offender mail in accordance with TDCJ Policy. The utilization of the Department truck-mail system is not available.

C.4.28 Community Work Projects and Public Service Programs

A. The Contractor shall participate in or establish Community Work Projects and/or Public Service Programs in compliance with TDCJ Policy.

B. All community work and public service projects, regardless of duration, require prior approval by the TDCJ-PFCMOD Director or designee. (Department Project Agreement Forms)
C.4.29 Facility Generated Income

A. The expenditure of and accounting for all Facility Generated Income to include, but not limited to, commissaries and telephones shall be in accordance with TDCJ Policy.

B. All Facility Generated Income, which is not submitted directly to the Department, shall be maintained in a checking account that is insured by the FDIC and is designated specifically for this revenue. Unless otherwise mandated, these funds shall be deposited in accordance with TDCJ Policy. Each method of income producing revenue shall be tracked separately. A copy of the account bank statement will be forwarded to TDCJ-PFCMOD on a monthly basis.

C. All funds in excess of the federally insured amount of the account must be immediately forwarded to the TDCJ Cashier’s Office with a copy of the monthly bank statement and a completed Revenue Identification Form, which is included as Exhibit J.14. A copy of this check, with the above supporting documentation, shall also be forwarded to TDCJ-PFCMOD. At no time will an account exceed the amount that is federally insured.

D. The Texas Commission for the Blind shall be responsible for all vending machines located on the Facility. Contractor shall not have access to revenue generated from the vending machines.

E. All found/confiscated money shall be forwarded to the TDCJ Cashier’s Office in accordance with TDCJ Policy. In addition to the check, a completed Revenue Identification Form shall be included to document the type of financial transaction. A copy of this check shall also be forwarded to TDCJ-PFCMOD.

F. All Facility Generated Income expenditures by the Contractor shall receive prior written approval in the format and frequency determined by TDCJ-PFCMOD. Contractor shall reimburse the Department for all expenditures from Facility generated revenue for which prior approval from the Department was not obtained.

G. The Department reserves the right to utilize Facility Generated Income for the benefit of the Facility.

H. All balances in this account(s) shall be returned to the TDCJ Cashier’s Office, along with a completed Revenue Identification Form, at the end of each Fiscal Year (August 31st) or at the expiration or termination of this Contract. A copy of this check, with the above supporting documentation, shall also be forwarded to TDCJ-PFCMOD. The TDCJ Cashier’s Office must be in receipt of these funds no later than forty-five (45) days following the above dates.

C.4.30 Progress Reports/Transition Plans

The Contractor is responsible for completing a ninety (90) day progress report on each State Jail Confinee Offender who is under continuing supervision requirement of the court, and the report will be provided to the sentencing court. The Contractor will develop a Transition Plan for each releasing State Jail Confinee, pursuant to the Department’s requirements.
C.4.31 Project Re-Integration of Offenders (RIO)

Contractor shall provide dedicated staff and space under the direction of the school principal who will recruit, orient, and attempt to collect and provide documents that are required to establish work eligibility for Offenders who were not previously enrolled in Project RIO.

A. The following level of service will be provided for Offenders who have not previously enrolled in Project RIO:

1. Conduct Project RIO Orientation;
2. Generate an Individual Service Strategy (ISS);
3. Complete a Work History;
4. Assess Vocational need;
5. Gather employment documents (Birth certificate and DD 214);
6. Develop application for employment;
7. Distribute Texas Labor Market Information;
8. Distribute Workforce Investment Act and Tax Credit information; and
9. Make program referrals.

B. Contractor shall continue the following levels of service to those who were previously enrolled in Project RIO while on a Department facility.

C. A quarterly review with the following objectives will be conducted:

1. Orient Offenders that Project RIO will continue on a regular basis;
2. Update ISS and work history;
3. Participate in Career Awareness Days;
4. Interview individuals and groups;
5. Conduct career exploration;
6. Provide referrals to Facility job assignments;
7. Recommend post-release employment; and
8. Conduct exit interview within the final three (3) months of incarceration that prepares Offenders for release and the details of services available.

D. The Project RIO Specialist is responsible for coordinating the OJT program for the Facility in accordance with the Department’s guidelines and policies.
C.5 USE OF FORCE

A. Force (minor, major, or deadly) may be used to achieve the compliance of an Offender or to maintain a safe and secure environment for Offenders and staff, only to the extent necessary to gain compliance and as described in the Department’s Use of Force Plan.

B. All uses of force on Offenders and the reporting and documentation of uses of force shall be in accordance with the Department’s Use of Force Plan to include accurate and complete reporting of all uses of force as well as correcting errors identified by the TDCJ-PFCMOD (Regional-Level) Use of Force Reviewer and/or the Department Administrative Monitor for Use of Force.

C. For purposes of this section, Contractor employees include the employees and agents of any independent contractor subcontracted by Contractor who are performing security duties or functions. It is only these Contractor employees who shall have authority to use force on Offenders.

D. Designated Contractor employees shall be trained to utilize use of force equipment approved by the Department. Only appropriately trained Contractor employees shall be authorized to carry and use firearms.

E. Should a violation of the Department’s Use of Force Plan occur by Contractor’s employee(s), the Contractor shall take immediate action acceptable to the Department.

C.6 DEPARTMENT FURNISHED ITEMS/FACILITIES

C.6.1 Facility

The Department shall make the Facility available to Contractor for performance of its services under this Contract.

C.6.2 TDCJ Policies and Procedures

The Department shall provide guidance to the Contractor in establishing approved remote access to TDCJ Policies, operational procedures, plans and manuals as well as changes to said policies, operational procedures, plans and manuals. Contractor shall be provided with an initial copy of TDCJ Policies, operational procedures, plans and manuals; however, Contractor shall be responsible for all costs associated in obtaining additional replacement copies of these policies and procedures.

C.7 ACA ACCREDITATION

A. If the award of this Contract is to a Contractor other than the current Contractor, the Contractor shall obtain ACA accreditation for the Facility within eighteen (18) months of the Service Commencement Date and shall maintain accreditation at all times thereafter.

B. If the current Contractor is awarded this Contract, ACA accreditation shall be maintained at all times.

C. All accreditation fees shall be the Contractor’s responsibility.

D. The Contractor shall, immediately upon receipt, provide a copy of the initial ACA Accreditation Report to TDCJ-PFCMOD.
E. Upon completion of the ACA Accreditation Hearing, Contractor shall provide a copy of the final ACA Report to TDCJ-PFCMOD.

F. Upon ACA accreditation, Contractor shall provide copies of ACA Accreditation Certificates to TDCJ-PFCMOD.

C.8 DEPARTMENT DESIGNATED STAFF

A. The Department shall designate a Contract Monitor (Section G.2.3) to review all administrative and programmatic requirements of this Contract.

B. The Contractor shall provide, at its own expense, a separately keyed private and secure office(s) in the Administrative Building/Area of the Facility for the Contract Monitor that meets the Department's Office of Space Management requirements (i.e., 100 square feet per Contract Monitor).

C. Contractor shall provide all furniture, office equipment, office supplies, dedicated telephone line and dedicated fax line with fax machine, telephone, answering machine, computer with printer meeting the Department specifications as defined by TDCJ-PFCMOD and mainframe computer connection for the Contract Monitor at Contractor's cost. This computer and printer shall become items of State-Owned Equipment and remain on the Facility at the conclusion of this Contract.

D. The Contract Monitor shall be a full time employee of the Department and the Contractor will exercise no control over the Monitor. The Contract Monitor shall exercise no control over the daily operation of the Facility.

C.9 RESERVED FOR FUTURE USE

C.10 DEPARTMENT RECORDS

A. Upon conclusion of this Contract, including management transition to the Department or another contractor, the complete certified set of Offender records, files and logs as specified in Exhibit J.11 will revert to the Department, be retained by the current Contractor, or transition to the new contractor.

B. Offender records shall be labeled in a manner satisfactory to the Department as well as organized and retained in the original folder. Contractor shall comply with additional instructions pertaining to Department records as detailed in Section H.4 of this Contract.

C. The Department reserves the right to supervise the records' preservation, boxing, labeling and movement to a secure, separately keyed and locked area on the Facility until the management transition is complete.

D. In the event the Contractor requires copies of any records after conclusion of the Contract or Contract expiration and Facility management transition, the Department shall furnish copies to the Contractor at the Contractor's expense.

E. Records shall be maintained in accordance with the Department Records Retention Schedule.
SECTION E - INSPECTION AND ACCEPTANCE

E.1 INSPECTION OF SERVICES

A. The Department has the right to inspect and test all services called for by this Contract, to the extent practicable at all times and places during the Contract Term. The Department shall perform inspections in a manner that will not unduly interfere with the Contractor's operation of the Facility. The Contractor shall furnish, and shall require subcontractors to furnish, at no increase in Contract price, all reasonable facilities and assistance for the safe and convenient performance of these duties.

B. From time to time the Department shall, subject to limitations provided by law with respect to rights of privacy, have the right to reasonably prompt access and to examine all records of Contractor related specifically to the Facility, including financial records, maintenance records, employee records including time and attendance records, and Offender records generated by Contractor and its subcontractors in connection with performance of this Contract.

C. If subject to the outcome of an audit, it is determined that the Contractor is in non-compliance with any provisions of this Contract and/or that money is owed to the Department by Contractor, then the Department may exercise its rights of recovery of money owed as authorized in Section G.4.4 of this Contract.

D. If any of the services are non-compliant with the Contract requirements, Contractor shall be notified describing specific areas of non-compliance. Contractor shall have a twenty (20) day period to file a written response detailing corrective action taken to all such items of non-compliance. The response must include supporting documentation. Unless otherwise specified, or previously agreed to by the Department, the submission of a corrective action plan shall not be accepted as corrective action. For all items of non-compliance satisfactorily resolved by agreement between the Contractor and the Department, no further action regarding such items shall be taken. If an item of non-compliance cannot be resolved between the Contractor and the Department, and such item remains uncorrected for a period of twenty (20) days or longer after written notification to Contractor, then such item may be declared to be an Event of Default.

E.2 INSPECTION OF FACILITIES

A. The Contractor shall provide and maintain an inspection system acceptable to the Department covering the Facilities and work called for by this Contract. Complete records of all inspection work performed by the Contractor shall be maintained and made available to the Department during Contract performance and for as long afterwards as the Contract requires.

B. The Contractor shall provide entry at all times by the Texas Board of Criminal Justice and the Department's authorized employees/agents for inspections and other official purposes. The Governor, members of the Legislature and all other members of the Executive and Judicial Departments of the State, as well as any other persons designated by the Department including Office of the Inspector General, shall be admitted into the Facility at any time.
E.3 MONITORING CRITERIA

A. The Department shall devise its own procedures for monitoring the quality of Contractor's performance under this Contract, and TDCJ Policies.

B. Contractor shall cooperate fully with the Department in obtaining the requisite information needed to complete such audits and to assess the quality of Contractor's performance.

C. Monitoring may include, but is not limited to, document reviews and on-site audits conducted by Authorized Representatives of the Department. Such monitoring by the Department shall not relieve Contractor of any of its obligations under this Contract.

D. The Contract Monitor and other Department staff shall provide written findings regarding non-compliant conditions, processes, procedures or operations implemented at the Facility, and observations that could, if not addressed by Contractor, become an item of non-compliance as described in Section E.1.

E.4 AUTHORITY TO AUDIT

A. Contractor understands that acceptance of funds under this Contract acts as acceptance of the authority of the State Auditor's Office, or any successor agency, to conduct an audit or investigation in connection with those funds. Contractor further agrees to cooperate fully with the State Auditor's Office or its successor in the conduct of the audit or investigation, including providing all records requested.

B. Contractor shall ensure that this clause concerning the authority to audit funds received indirectly by subcontractors through Contractor and the requirement to cooperate is included in any subcontract it awards.

C. Contractor shall reimburse the State of Texas for all costs associated with enforcing this provision.

E.5 FRAUD, WASTE OR ABUSE

A. 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.

B. 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 www.sao.state.tx.us. It can also be reported to the TDCJ Office of the Inspector General at 1-866-372-8329, the TDCJ Internal Audit Division at 512-406-5935, or Crime Stoppers at 1-800-832-8477.
SECTION F - DELIVERIES OR PERFORMANCE

F.1 CONTRACT TERM

The Contract will consist of a base period of two (2) years and seven and one-half (7.5) months (January 16, 2011 through August 31, 2013) and two (2) two (2) year renewal Option Periods (September 1, 2013 through August 31, 2015 and September 1, 2015 through August 31, 2017).
SECTION G - CONTRACT ADMINISTRATION DATA

G.1 CLAUSES INCORPORATED BY REFERENCE

This Contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contract Administrator will make their full text available. Chapter 2251, Texas Government Code, Payment for Goods and Services.

G.2 AUTHORITY – AUTHORIZED REPRESENTATIVE, CONTRACT ADMINISTRATOR, CONTRACT MONITOR AND FACILITY ADMINISTRATOR

G.2.1 Authorized Representative

A. In the case of the Contractor, its President or any Vice President shall designate the Authorized Representative in writing. The designation of the Contractor’s initial Authorized Representative shall be delivered to the Department no later than the effective date of this Contract. Contractor’s Authorized Representative may designate other persons to assist such Authorized Representative in the performance of certain obligations required by this Contract.

B. In the case of the Department, the Executive Director is hereby designated as its Authorized Representative. The Executive Director has designated the Chief Financial Officer to act in his/her behalf on matters requiring signature approval of the Authorized Representative. The TDCJ-PFCMOD Director has been designated as the Authorized Representative to act on behalf of the Chief Financial Officer on all matters pertaining to the population management of the Facility and compliance of this Contract. The Department’s Authorized Representatives may designate other persons to assist such Authorized Representatives in the performance of certain obligations of this Contract.

C. At any time, any party may designate any person as its Authorized Representative by delivering to the other party a written designation signed, if on behalf of Contractor by its President or any Vice President, or if on behalf of the Department by the Executive Director. Such designations shall remain effective until new written instruments are filed with or such notice is given to the other party that such designations have been revoked.

D. The Department’s Authorized Representative (the Executive Director) or his/her designated representative (Chief Financial Officer) is the only person authorized to make or approve changes in any of the requirements of this Contract, and notwithstanding any clauses contained elsewhere in this Contract, the said authority remains solely with the Executive Director or his/her designated representative. In the event the Contractor makes any change at the direction of any person other than the Executive Director or his/her designated representative, the change will be considered to have been made without authority and no adjustment will be made in the Contract price to cover any increase in cost incurred as a result thereof.

G.2.2 Contract Administrator

A. The Contract Administrator for administration of this Contract is: Jennifer Gaines.

B. The telephone number for the Contract Administrator is (936) 437-7129.
C. The facsimile number of the Contract Administrator is (325) 223-0310.

D. The e-mail address is jennifer.gaines@tdcj.state.tx.us.

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

G.2.3 Contract Monitor

A. The Contract Monitor is not authorized to make any representations or commitments of any kind on behalf of the Executive Director of the Department or the State of Texas.

B. The Contract Monitor does not have the authority to alter the Contractor's obligations or to change the Contract specifications, price, terms or conditions.

C. If, as a result of technical discussions, it is desirable to modify Contract obligations or the statement of work, changes will be issued in writing and signed by the Executive Director of the Department or his/her designee.

G.2.4 Facility Administrator

The Contractor shall provide a Facility Administrator for this Contract who shall be responsible for the overall management and coordination of this Contract and shall act as the central point of contact with the State. The Facility Administrator shall have full authority to act for the Contractor in the performance of the required services. The Facility Administrator or a designated representative shall meet with the Contract Monitor to discuss problems as they occur.

G.3 INVOICE REQUIREMENTS

A. Contractor's Monthly Invoice shall include the following:

1. Contract number;

2. Remittance Address; and

3. Prompt Payment Discount.

Contractor may offer a prompt payment discount, i.e., 1%, fifteen (15) days (refer to page 1, block 7 of this Contract) if Contractor desires expedited Payment.

B. The original invoice shall be submitted to the Office designated below:

TDCJ - Private Facility Contract Monitoring/Oversight Division
Attention: Business Operations
Two Financial Plaza, Suite 300
Huntsville, Texas 77340
G.4 PAYMENTS

A. The payment schedule shall be based on occupancy level determined by current Offender accounting procedures (Midnight Strength Report).

B. It is recommended that the Contractor receive Payments via electronic funds transfer (EFT), also known as direct deposit. If the Contractor elects to be set up for direct deposit payment, the vendor direct deposit authorization form may be obtained from the Department Contract Administrator. Upon Contract award, Contractor shall submit a completed authorization form to the following address:

TDCJ - Accounts Payable  
P.O. Box 4018  
Huntsville, Texas 77342-4018

C. Contractors who are already receiving EFT payments from Department or another Texas state agency do not need to register again.

D. In the event the Contractor elects not to receive Direct Deposit Payment, the Payment will instead be mailed to the following remittance address:

G.4.1 Billing and Payment

The Contractor shall bill the Department for each calendar month, one (1) calendar month in arrears for the amount due for the Facility, and the Department, subject to its usual auditing and accounting procedures, shall pay such invoice thirty (30) days after receipt of an accurate Contractor’s invoice.

G.4.2 Compensation for Additional Services

A. The Department recognizes that Contractor has entered into this Contract and has offered to furnish the services hereunder based upon the TDCJ Policies in effect as of the date of this Contract.

B. If there are changes in such TDCJ Policies which changes are not as a result of changes in laws, government regulations or Court Orders generally applicable to the Department and which necessitate a change in the scope of services furnished by the Contractor so as to increase the cost of operating and managing the Facility or performing other services contemplated in this Contract, then Contractor may be provided extra compensation for the Additional Services required.

C. The Contractor shall request in writing, together with such supporting documentation or information as the Department may reasonably request, the additional compensation Contractor desires to offset Contractor’s increase in costs for furnishing the Additional Services because of such change in TDCJ Policies.
D. The parties shall make a good faith effort to mutually agree on the cost adjustment prior to the implementation of the new policy at the Facility, unless implementation of new policy is required immediately due to security or public safety issues.

E. If mutual agreement is not reached within thirty (30) days, the Contractor shall implement the new policy, with both parties continuing negotiations until such time as a mutual agreement is reached or sixty (60) days has lapsed as set forth in paragraph G.4.3 below. Cost adjustment will be retroactive to the date that the Contractor implemented said policy.

F. In the event that such changes in TDCJ Policy are the result of changes in laws or government regulations, Contractor shall be financially responsible for incurring any additional cost to comply with the terms of such policies and this Contract.

G.4.3 Failure to Agree on Compensation for Additional Services

If the parties cannot agree on a per diem adjustment or compensation for Additional Services within sixty (60) days of the date the Contractor's request is received by the Department, the Contractor may utilize the dispute resolution process as outlined in Section I.3.11.

G.4.4 Payment Adjustment

A. The Department may elect to deduct from its Monthly Contractor Payment as specified in Section G.4.6, any amount specified in Section C.4.2.1, Exhibit J.6 or any money determined to be due as specified under Section E.1.C.

B. If it is determined that the remaining amount of Monthly Contractor Payment is not adequate to cover the money determined to be due the Department, then all remaining Monthly Contractor Payment shall be withheld and an invoice issued to the Contractor for the remaining amount due.

C. The Contractor shall be responsible to pay the invoiced amount within thirty (30) days of receipt unless Contractor and Department mutually agree on an alternative payment method.

G.4.5 Late Payment

Any amount owed to Contractor more than one (1) day beyond the date such amount is due as described in Section G.4 hereof shall accrue interest each day that such amount is not paid at the rate specified by §2251.025, Texas Government Code, provided, however, that this provision shall not excuse failure by the Department to make payment in strict accordance with this Contract.

G.4.6 Deductions for Unacceptable Compliance

A. Compliance Standards and deductions are listed in Exhibit J.6 of this Contract.

B. Contractor's failure to meet the listed Compliance Standards shall result in a deduction to the Monthly Contractor Payment.
G.4.7 Withholding of Payment

A. The Department shall have the right to withhold the Monthly Contractor Payment until the failures described below have been corrected.

1. Failure to submit reports required for Compliance Standards listed in Exhibit J.6;
2. Failure to respond to audit reports as set forth in Section E.1.C; and
3. Failure to correct identified areas of non-compliance to the satisfaction of the Department within twenty (20) days upon receipt of written notification.

B. Contractor agrees that the Department shall not pay interest to the Contractor for monies so withheld.

C. The Monthly Contractor Payment withheld shall be released upon the Department’s satisfaction that compliance has been achieved for thirty (30) consecutive days.

D. The Department shall withhold the final Payment to the Contractor pending Department’s acceptance by and transfer of State-Owned property to the Department.

E. In the event that money is due to the Department for the Contractor’s failure to provide adequate maintenance or replacement of the property as required in this Contract, the amount required for the Department to correct deficiencies and replace property will be withheld from the final Payment.

F. With the exception of disputed issues, such withholding of final Payment by the Department shall not exceed 120 days from date of Contract termination.

G.4.8 Payment of Debt Owed to the State of Texas

Any Payment due to the Contractor under this Contract will be applied toward any debt that is owed to the State of Texas, including but not limited to, delinquent taxes and child support.

G.4.9 Right to Offset

In the event the Department determines that Contractor owes money to the Department under any contract or purchase order, the Department, upon providing Contractor with written notice of its intent to offset, shall have the right to withhold monies due to the Contractor with respect to this Contract or purchase order or with respect to any contract or purchase order with the Department and apply such monies to the money due to the Department.

G.4.10 Annual Financial Disclosure Reports

A. The Contractor shall have an annual audit performed by an independent Certified Public Accountant (CPA) and submit to the Contract Administrator the financial reports prepared according to Generally Accepted Accounting Principles and Auditing Standards (GAAP and GAAS) within 120 calendar days after the end of the Contractor’s fiscal year.
B. In the disclosure of its financial affairs, the Contractor agrees to allow the Department or its representatives access to all its corporate books, to cooperate in any audits thereof and to provide the Department's Contract Administrator with 1 and 2 below:

1. Consolidated financial statements such as are required by GAAP of the Contractor and its affiliates for such year, setting forth in each case in comparative form the corresponding figures for the preceding fiscal year, all in reasonable detail and certified by independent CPA's of recognized standing to the effect that said financial statements fairly present, except as specifically stated, the consolidated financial position and result of operations of the Contractor and its affiliates as of the end of the year for the year involved, and a statement signed by a senior accounting or financial officer of the Contractor that such officer has no knowledge, except as specifically stated, of the occurrence and continuance of any Event of Default or event which, with the time or the giving of notice, or both, would constitute an Event of Default (as defined in Section 1.3.1) or, if such circumstance does exist, specifying the nature and extent thereof and the actions proposed to cure same; and

2. Copies of any "management letters" (as that term is understood pursuant to GAAP and GAAS) received by the Contractor following any such audits.
SECTION H - SPECIAL CONTRACT REQUIREMENTS

H.1 INSURANCE REQUIREMENTS

A. Prior to the approval of this Contract by the Department, Contractor shall procure, pay for and maintain the following insurance written by companies approved by the State of Texas and acceptable to the Department.

B. The insurance shall be evidenced by delivery to the Department of certificates of insurance executed by the insurer or its authorized agent stating coverage, limits, expiration dates and compliance with all applicable required provisions.

C. Upon request, the Department shall be entitled to receive without expense, copies of the policies and all endorsements. Copies and changes to the initial insurance policies, including extensions, renewals and revisions shall be submitted to the Contract Administrator within thirty (30) days of the effective date.

D. Subject to Contractor’s right to maintain reasonable deductibles, Contractor shall obtain and maintain in full force and effect for the duration of this Contract and any extension hereof, at Contractor’s sole expense, insurance coverage in the following type(s) and amounts:

1. **Workers’ Compensation** with statutory limits; **Employers Liability** with minimum limits for bodily injury: a) by accident, $500,000 per each accident; and b) by disease, $500,000 per employee with a per policy aggregate of $1,000,000.

2. **Business Automobile Liability Insurance** covering owned, hired, and non-owned vehicles, with a minimum combined bodily injury (including death) and property damage limit of $2,000,000 per occurrence. Such insurance shall include coverage for loading and unloading hazards.

3. **Commercial General Liability Insurance** including, but not limited to, Premises/Operations, Personal & Advertising Injury, Products/Completed Operations, Independent Contractors and Contractual Liability with minimum combined bodily injury (including death) and property damage limits of $2,000,000 per occurrence, $2,000,000 products/completed operations aggregate and $5,000,000 general aggregate.
   a. If this insurance is written on a claims-made form, coverage shall be continuous (by renewal or extended reporting period) for not less than sixty (60) months following completion of the Contract and acceptance by the Department.
   b. Coverage, including any renewals, shall contain the same retroactive date as the original policy applicable to this Contract. Civil Rights Liability must be provided with the same liability limits. It may be included within the General Liability policy or written on a separate policy.
   c. Liability coverage shall include coverage for damage to property and injury to persons caused by boiler and other equipment malfunction. The policy shall contain an endorsement to include coverage for the property of third parties.
   d. The Department shall be named as an additional insured by using endorsement CG2026 or broader.
4. **Professional Liability** (including Errors and Omissions) including coverage for the rendering of, or failure to render, professional services with minimum limits of $1,000,000 per occurrence, $2,000,000 annual aggregate.

5. **NOTE:** If the insurance described in 3 or 4 above is written on a claims-made form, coverage shall be continuous (by renewal or extended reporting period) for not less than twenty-four (24) months following completion of the Contract and acceptance by the Department. Coverage, including any renewals, shall have the same retroactive date as the original policy applicable to this Contract.

6. If Contractor’s operations involve the use of hazardous materials/pollutants including but not limited to oil, fuels, antifreeze or chemicals, then: **Environmental Impairment or Pollution Liability Insurance** to include coverage for the handling, removal, storage, testing, transportation and disposal of these materials, with a minimum combined bodily injury (including death) and property damage limit of $1,000,000 per occurrence.

7. **Commercial Crime** insurance to cover losses from Employee Dishonesty with a minimum limit of $50,000 each occurrence endorsed to cover third party property. The Department must be a joint loss payee.

**H.1.1 Required Provisions**

Contractor agrees that with respect to the above required insurance, all insurance contracts and certificate(s) of insurance will contain and state, in writing, the following required provisions:

A. Name the Department and its officers, employees and elected representatives as additional insured to all applicable policies.

B. State that coverage shall not be canceled, non-renewed or materially changed except after thirty (30) day written notice by certified mail to: TDCJ Contracts and Procurement, Client Services and Governmental Contracts Branch, Two Financial Plaza, Suite 525, Huntsville, Texas 77340.

C. Waive subrogation against the Department, its officers and employees, for bodily injury (including death), property damage or any other loss.

D. Provide that the Contractor’s insurance is the primary insurance in regards to the Department, its officers, employees and elected representatives.

E. Provide that all provisions of this Contract concerning liability, duty and standard of care, together with the indemnification provision, shall be underwritten by contractual liability coverage sufficient to include such obligations within applicable policies.

F. Ensure that all certificates of insurance identify the service or product being provided and the name of responsible party.

G. The Contractor through an insurance agent licensed by the State of Texas shall obtain all insurance coverage and an insurance company licensed to issue such coverage in this state shall provide such coverage. No "self-insurance" coverage shall be acceptable. All policies shall include a provision requiring at least thirty (30) day prior written notice of cancellation to the Department.
H. All insurance coverage obtained by the Contractor shall continue in full force and effect during the term of the Contract. No Contract shall be entered into between the Contractor and the Department unless insurance coverage binders are received by the date scheduled for the execution of the Contract. Proof of insurance policies must be delivered prior to the date on which the services of the Contractor shall commence.

I. All insurance coverage is to be provided by insurance carriers permitted to conduct business in Texas. All insurance carriers shall be, at a minimum, rated "A VII" by A.M. Best or equivalent rating by a similar insurance rating service.

J. The Contractor may choose the amount of deductible for any other insurance coverage required (above) to be obtained by the Contractor, but in no event shall such deductible for each occurrence exceed five (5) percent of the required yearly aggregate limit of coverage.

K. Contractor is responsible for the first dollar defense coverage. All general liability and professional liability policies shall provide defense in addition to the policy limits.

L. The limits required herein are minimum acceptable. However, these limits are not to be construed as being the maximum any prospective Contractor may wish to purchase for their own benefit.

M. As respect to the total limits of liability required, any combination of primary and/or umbrella coverage may satisfy those totals. However, if an umbrella is used, coverage must be at least as broad as the primary coverage.

H.2 SUBCONTRACTORS

A. Contractor may subcontract for the performance of any of its responsibilities to provide services pursuant to this Contract.

B. No subcontract may be entered into unless the Department provides prior written approval, which approval may not be unreasonably withheld. TDCJ shall respond to Contractor within thirty (30) working days of the date of receipt of the subcontract and said response shall indicate whether TDCJ approves the subcontract and if approval is not granted, shall specifically identify changes needed to obtain approval. If TDCJ cannot provide the Contractor with a response within the thirty (30) working day period, TDCJ shall provide written notification to the Contractor prior to the expiration of the review period that an extension is required.

C. If a subcontractor is deemed to be needed for an event of an emergency nature, verbal approval may be obtained through an authorized Department representative. Contractor shall submit a written request with supporting documentation for approval, by the Department, as soon as possible.

D. Contractor shall furnish to the Department copies of all subcontracts, without regard to amount of annual payments.

E. Any arrangement by the Contractor with an affiliate or member company to provide services to the Facility shall be subject to the subcontractor provisions of this section.

F. No contractual relationship shall exist between the Department and any subcontractor and the Department shall accept no responsibility whatsoever for the conduct, actions or omission of any subcontractor selected by Contractor.
G. Contractor shall be responsible for the management of the subcontractors in the performance of their work.

H. A subcontractor may not work directly with the Department in any manner and shall not be included in Contract negotiations, renewals, audit or any other discussions except at the request of the Department.

I. Unless waived in writing by the Department, the subcontract shall contain the following:

1. An acknowledgement that the subcontract is subject to the Contract between the Department and Contractor (the "Master Contract").

2. The subcontractor shall agree to comply with the terms of the Master Contract to the extent applicable with respect to goods and service being provided under the subcontract. It is the intention of the parties of the subcontract that the subcontractor shall "stand in the shoes" of the Contractor with respect to fulfilling the duties and obligations of the Contractor to the Department under the Master Contract.

3. The Department's approval of a subcontract does not relieve the Contractor of its duty to perform under the Master Contract.

4. The Department shall be deemed a "third party beneficiary" to the subcontract.

J. All time periods specified under this Contract related to performance measures, cure periods and other means of evaluating contract performance and/or imposing sanctions of any kind, shall be tolled during any applicable approval process.

H.2.1 Insurance

The Contractor shall require all subcontractors to obtain and keep in force insurance coverage in accordance with accepted industry standards and the Contract during the time they are engaged hereunder.

H.2.2 Historically Underutilized Businesses (HUB)

A. The Contractor shall be required to make a good faith effort to award necessary subcontracts to HUBs in accordance with Texas Government Code, Sections 2161.181-182, 2161.252(b), and Texas Administrative Code (TAC), Title 34, Part 1, Chapter 20, Subchapter B, Rule 20.11. Pursuant to the Texas Procurement and Support Services (TPASS) HUB Rules, TAC, Title 34, Part 1, Chapter 20, Subchapter B, Rules 20.13 and 20.14, the Contractor shall be required to submit a HUB Subcontracting Plan (HSP) as part of the proposal submission.

B. A detailed description of the HUB Subcontracting Plan and required forms to be submitted with the proposal submission are included as Exhibit J.2.

C. The Contractor shall submit to the Contract Administrator on a monthly basis (by the 5th day of the following month) the Prime Contractor Progress Assessment Report, which is included as Exhibit J.2, Attachment A.
H.2.3 Non-Discrimination

The Contractor shall include the Non-Discrimination clauses at Section I.12 in all subcontract.

H.3 UTILIZATION OF FACILITY

A. The Department will exercise its best efforts to assign appropriately classified Offenders to the Facility as provided by law.

B. Although the Department cannot provide Contractor a guarantee as to the exact capacity utilization of the Facility in the future, the most recent historical data of Facility utilization should provide a reasonable indication of future Facility utilization.

H.4 TRANSITION

A. Contractor shall provide detailed procedures to be accomplished upon termination of this Contract and transition to the Department management or management by a third party.

B. Upon termination of this Contract, Contractor agrees to work with the Department under the Department’s management supervision for a period of sixty (60) days, prior to the expiration of the Contract, to ensure the orderly transfer and efficient transition from current Contractor management to the Department management (or management by a third party) of the Facility.

1. During this transition period, Contractor shall transfer all Offender and maintenance records, files and logs as specified in Exhibit J.11 to the Department in accordance with Section C.10 of this Contract.

2. In the event the Contractor requires copies of any records after Contract expiration and Facility management transition, the Department will furnish copies to the Contractor at Contractor’s expense.

C. The Department reserves the right to require the Contractor, at Contractor’s expense, to provide an additional staff member, not on the Staffing Plan in Exhibit J.8 for the sole purpose of overseeing the transition of records and State-Owned property and equipment.

1. Such Contractor employee shall be assigned to the Facility beginning thirty (30) days from the date of this Contract award and again for the sixty (60) days prior to the conclusion of this Contract.

2. This employee shall work a shift/schedule to meet the needs of the Department.

3. Such Contractor employee shall represent the Contractor in all transition activities.

4. In the event the Contractor fails to have a representative present during transition inventories Contractor waives all rights to contest the inventory.

H.5 CERTAIN PROHIBITIONS

A. Notwithstanding any other section of this Contract, nothing contained herein shall be interpreted to grant to Contractor the authority to, and Contractor shall not have any authority to:
1. Calculate Offender release and parole eligibility dates;

2. Award or remove good conduct time to Offenders;

3. Approve Offenders work, medical or for non-medical emergency absences, or for pre-parole transfers; or

4. Classify Offenders or place Offenders in less restricted custody than the custody ordered by the Department. The Department shall have the sole authority to assign or transfer Offenders from the Facility.

B. Provided, however, that this section shall not prevent Contractor from making recommendations to the Department with respect to any of the above without the prior written decision of the Department.

H.6 APPROVAL OF EMPLOYEES

A. Contractor shall retain no Upper Level Management Personnel for administration of the Facility without prior approval of each selection by TDCJ-PFCMOD; which approval shall not be unreasonably withheld.

B. Additionally, when the Contractor transfers any employees, regardless of rank, title, or position, from any Facility under Contract with the Department to another facility under contract with the Department, notification of this transfer must be made to TDCJ-PFCMOD by so indicating on the vacancy reports.

C. Upon request by the Department, Contractor shall provide the name of the employee and location of transfer, all pending investigations and disciplinary actions, and previous disciplinary actions.

H.7 OFFENDERS NOT EMPLOYEES OF CONTRACTOR

A. Contractor shall provide a Facility job program in accordance with TDCJ Policy.

B. Each Offender participating in such job program is considered to be working on behalf of and for the benefit of such Offender and are not employees of the Contractor.

C. Contractor shall ensure that no Offender participates in a job program that benefits any entity other than the Department.

H.8 LIQUIDATED DAMAGES

A. Contractor shall meet its obligations within the time frames defined by this Contract.

B. Failure to meet those time frames as defined by this Contract and failure to meet those time frames, absent extensions from the Texas Department of Criminal Justice, shall result in specified liquidated damages.

C. Such damages shall be assessed per calendar day for each calendar day that the Contractor fails to meet the requisite time period and shall be deducted from monies due or become due to the Contractor, not as a penalty but as liquidated damages.
D. Liquidated damages shall equal the differential between the contracted Per Diem Rate that otherwise would have been due the Contractor plus the amount paid by the Department to a vendor; or the Department's costs in operating the Facility until the Contractor is able to perform as required by the Contract.

E. The provisions of this section shall be subject to the cure period set forth in Section I.3.1 and Section I.3.2 and shall not be construed to allow simultaneous or concurrent assessment of damages under this section, Section I.3.3 and/or Exhibit J.6.

H.9 UTILIZATION OF PRODUCTS AND MATERIALS PRODUCED IN TEXAS

A. Contractor shall comply with Texas Government Code, Section 2155.4441 relating to service contract use of products produced in the State of Texas.

B. In performing services under this Contract, the Contractor shall purchase products and materials produced in the State of Texas when they are available at a price and time comparable to products and materials produced outside of Texas.

H.10 CRIMINAL HISTORY INFORMATION COMPLIANCE

The parties hereto acknowledge and agree that in order for Contractor to perform the services contemplated herein, the Department may have to provide Contractor with, or Contractor may have access to, certain information regarding Offenders and former Offenders known as "criminal history information". Criminal history information means information collected about a person by a criminal justice agency that consists of identifiable descriptions and notations of arrests, detentions, indictments, information and other formal criminal charges and their dispositions. The term does not include information as to convictions, fingerprint information, and driving records. In the event the Department provides Contractor with criminal history information, Contractor agrees to comply with the confidentiality requirements of 28 CFR 20, Part 20, Subpart B, Section 20.21; Section 524 (a) of the Omnibus Crime Control and Safe Streets Act, 42 U.S.C. 3701, et seq., as amended (the "Act"), the Government Code Chapter 411, Section 411.083, and with the FBI Criminal Justice Information Services (CJIS) Security Policy. More specifically, Contractor agrees and acknowledges as follows:

1. The Department hereby specifically authorizes that Contractor may have access to criminal justice history to the extent such access is necessary or appropriate to enable Contractor to perform the services contemplated herein.

2. Contractor agrees to limit the use of such criminal justice information for the purposes set to herein.

3. Contractor agrees to maintain the confidentiality and security of the criminal justice history information in compliance with federal and state statutes, rules and regulations, and return or destroy such information when it is no longer needed to perform the services contemplated herein.

4. In the event that Contractor's employee(s) fails to comply with the terms hereof, the Contractor shall take corrective action with the employee(s). Such corrective action must be acceptable to the Department. An intentional or knowing violation may also result in civil and criminal violations under federal and state laws. Additionally, Contractor shall submit for the Department's approval, Contractor's corrective action plan to ensure full compliance with the terms hereof. Until such time as the corrective plan is approved by the Department, Contractor shall not be authorized to fill any vacant positions unless
special authorization is granted in writing by the Department which authorization shall not be unreasonably withheld.

H.11 OTHER CONFIDENTIAL OR SENSITIVE INFORMATION

A. The parties hereto acknowledge and agree that in order for Contractor to perform the services contemplated herein, the Department may have to provide Contractor with, or Contractor may have access to, certain information, other than criminal history information, that is confidential pursuant to federal or state laws, rules, or regulations, or that is personal information considered to be “sensitive.” Contractor agrees that such confidential or sensitive information shall only be used for the purpose of performing services contemplated herein. Such information shall not be disclosed, copied or transmitted for any purpose other than for the performance of services contemplated herein.

B. In the event that Contractor’s employee(s) fails to comply with the terms hereof, the Contractor shall take corrective action with the employee(s). Such corrective action must be acceptable to the Department. An intentional or knowing violation may also result in civil and criminal violations under federal and state laws. Additionally, Contractor shall submit for the Department’s approval, Contractor’s corrective action plan to ensure full compliance with the terms hereof. Until such time as the corrective plan is approved by the Department, Contractor shall not be authorized to fill any vacant positions unless special authorization is granted in writing by the Department which authorization shall not be unreasonably withheld.

H.12 BOOKS AND RECORDS

All records and documents pertinent to the services contracted hereunder shall be kept for a minimum of four (4) years after termination hereof. If any litigation, claim, or audit involving these records begins before the retention period expires, Contractor must continue to retain said records and documents until all litigation, claims or audit findings are resolved, meaning that there is a final court order from which no further appeal may be made, or written agreement is entered into between the Contractor and the Department.

H.13 OTHER CONTRACTS

During the course of this Contract, the Department may award additional contracts to other contractors for capital improvements and/or additional programmatic services at the Facility. The Department will provide notification to the Contractor regarding the additional contractor and the scope of work that the additional contractor will be performing at the Facility. The Contractor shall work cooperatively with the additional contractor in order to ensure that the performance of the services and/or capital improvements is not unnecessarily delayed. The Contractor shall not commit or permit any act that would unduly interfere with the performance of work by any other contractor.
SECTION I - CONTRACT CLAUSES

I.1 AVAILABILITY OF FUNDS FOR NEXT FISCAL YEAR

A. Funds are not presently available for performance under this Contract beyond August 31, 2011.

B. The Department's obligation for performance of this Contract beyond that date is contingent upon legislative approval and the availability of appropriated funds from which Payment for Contract purposes can be made.

C. No legal liability on the part of the Department for any Payment may arise for performance under this Contract beyond August 31, 2011, until funds are made available to the Department for performance and until the Contractor receives notice of availability.

D. Refer to paragraph two, Section I.3.4, Termination for Unavailability of Funds, for the Department's right to terminate this Contract in the event it is appropriated insufficient funds.

I.2 ADVERTISING OF AWARD

The Contractor agrees not to refer to awards in commercial advertising in such a manner as to state or imply that the product or service provided is endorsed or preferred by the Department or is considered by the Department to be superior to other products or services.

I.3 DEFAULT AND TERMINATION

I.3.1 Default by Contractor

Each of the following shall constitute an Event of Default on the part of the Contractor:

A. A material failure to keep, observe, perform, meet, or comply with any covenant, agreement, term, or provision of this Contract to be kept, observed, met, performed, or complied with by the Contractor hereunder, which such failure continues for a period of twenty (20) days after the Contractor's receipt of written notice thereof;

B. A material failure to meet or comply with, ACA Standards or federal or state requirement or law, when such failure continues for a period of twenty (20) days after the Contractor's receipt of written notice thereof;

C. The Contractor's material failure to comply with any TDCJ Policy for which the Contractor has been expressly required to comply and for which the Contractor has not received a prior written waiver from the Department, which such failure continues for a period of twenty (20) days after the Contractor's receipt of written notice thereof;

D. Insolvency of Contractor as evidenced by any of the following occurrences:

1. Its inability to pay its debts;

2. Any general assignment for the benefit of creditors;
3. Any decree or order appointing a receiver or trustee for it or substantially all of its property to be entered and, if entered without its consent, not to be stayed or discharged within sixty (60) days;

4. Any proceedings under any law relating to bankruptcy, insolvency, or the reorganization or relief of debtors to be instituted by or against it and, if contested by it, not to be dismissed or stayed within sixty (60) days; or

5. Any judgment, writ of attachment or execution, or any similar process to be issued or levied against a substantial part of its property which is not released, stayed, bonded, or vacated within sixty (60) days after issue or levy.

E. A failure to achieve and/or maintain ACA accreditation in accordance with Section C.7;

F. The discovery by the Department that any statement, representation or warranty in this Contract is false, misleading, or erroneous in any material respect; or

G. A failure by the Contractor to comply with contractual terms and conditions, resulting in a breach of security or health and safety standards. This Event of Default may result in the immediate termination of this Contract.

I.3.2 Further Opportunity to Cure

A. If an Event of Default of the type specified in Section I.3.1 occurs and the Contractor reasonably believes that such Event of Default cannot be cured within the twenty (20) days allowed in Section I.3.1 but that such Event of Default can be cured through a diligent, on-going, and conscientious effort on the part of Contractor, within a reasonable period not to exceed three (3) months, then the Contractor may, within the twenty (20) day cure period, submit a detailed plan for curing the Event of Default to the Department.

B. Upon receipt of any such plan for curing an Event of Default, the Department shall promptly review such plan and at its discretion, which must be reasonable in the circumstances, may allow, or not allow, Contractor to pursue such plan of cure.

C. The decision of the Department will be communicated in writing to Contractor.

D. The Department agrees that it will not exercise its remedies thereunder with respect to such Event of Default for so long as the Contractor diligently, conscientiously, and timely undertakes to cure the Event of Default in accordance with the approved plan.

E. If the Department does not allow the Contractor an extension of the cure period, the twenty (20) day time period shall be tolled during the period of time the request is pending before the Department.

I.3.3 Remedy of the Department

When an Event of Default by the Contractor has been determined to exist, the Department’s Authorized Representative will notify the Contractor of such Event of Default, and subject to the provisions of Section I.3.2, the Department will have the right to pursue any remedy it may have by law or in equity including, but not limited to:
A. Reducing its claim to a judgment;

B. Taking action to cure the Event of Default, in which case the Department may offset against any Payments owed to the Contractor all reasonable costs incurred by the Department in connection with its efforts to cure such Event of Default;

C. Withholding of funds as authorized in Section G.4.7; or

D. Exercising a Termination for Default.

1. In the event of Termination for Default the Department shall offset against Payments owed to the Contractor any reasonable amounts expended by the Department to cure the Event of Default.

2. The Department will have no further obligations to the Contractor after such termination and Contractor shall comply with Section H.4 with respect to the transition to new management.

3. The Department may also acquire, in the manner the Department considers appropriate, services similar to those terminated and the Contractor will be liable to the Department for any increase in costs for those services.

4. The Contractor shall not be liable for any increase in costs if the failure to perform the Contract arises from and without the fault or negligence of the Contractor as follows:

   a. Acts of God or of the public enemy;

   b. Acts of the State in either its sovereign or contractual capacity;

   c. Fires;

   d. Floods;

   e. Epidemics;

   f. Quarantine restrictions;

   g. Strikes;

   h. Freight embargoes; and

   i. Unusually severe weather.

   In each instance the failure to perform must be beyond the control and without the fault or negligence of the Contractor.

1.3.4 Termination for Unavailability of Funds

A. The Payment of money by the Department or the State under any provisions is contingent upon the availability of funds appropriated by the Legislature to an agency or department of the State to cover the provisions hereof.
B. Neither the State, the Department 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.

C. In the event State funds for this Contract become unavailable due to Non-appropriation, the Department will have the right to terminate the Contract without penalty.

D. The Contractor acknowledges that the Department does not receive a "line item appropriation."

1. If the funds appropriated are not sufficient to pay for the Department's operating expenses, contractual obligations and other financial obligations, the Department, in its sole discretion, will determine what operating expenses, contractual obligations and other financial obligations it will pay.

2. In the event the Department determines it was not appropriated sufficient money, the Department may terminate this Contract without paying Contractor any additional money or penalty, provided that the Department will pay the Contractor for obligation that occurred up to the time of termination.

I.3.5 Non-Appropriation Effect and Remedy

An event of Non-appropriation shall not cause the Department to be in default hereunder, but upon any such event of Non-appropriation, this Contract shall automatically terminate as of the last day of the Biennium for which appropriations have been made.

I.3.6 Termination for Convenience

The Department may, in its sole discretion, terminate this Contract with or without cause, by providing the Contractor with sixty (60) days prior written notice of such termination.

I.3.7 Termination by Mutual Agreement

The parties may terminate this Contract by mutual agreement, the terms of which shall be set forth in writing.

I.3.8 Termination Procedures

A. Upon Termination for Default, Termination for Convenience, Termination by Mutual Agreement or Termination for Unavailability of Funds as heretofore mentioned, the following procedures will be adhered to:

1. The Department will immediately notify the Contractor in writing specifying the effective termination date.

2. After receipt of the Notice of Termination, the Contractor shall immediately proceed with the following obligations, regardless of any delay in determining or adjusting any amounts due at that point in the Contract:

   a. Place no further subcontracts or orders in support of this Contract;
b. Terminate all subcontracts; and

c. Cancel all orders as applicable.

B. Upon termination, the Contractor shall be entitled to receive from the Department Payment for all services satisfactorily furnished under this Contract up to and including the date of termination. Claims submitted after 180 calendar days from the date of termination will not be considered.

I.3.9 Default by the Department

Each of the following shall constitute an Event of Default on the part of the Department:

A. Failure by the Department to observe and perform any material covenant, condition, or agreement on its part to be observed or performed;

B. Its failure or refusal to substantially fulfill any of its material obligations hereunder, unless caused by the default of the Contractor; and

C. Unless cured by the Department within twenty (20) calendar days after receiving written notice thereof.

I.3.10 Remedy of Contractor

Upon an Event of Default by the Department, the Contractor's sole remedy shall be to follow the Dispute Resolution Process in Section I.3.11 below.

I.3.11 Dispute Resolution

A. Any dispute arising under this Contract, which is not disposed of by mutual agreement between Department and Contractor shall be resolved as follows:

1. The dispute resolution process provided for in Chapter 2260 of the Government Code shall be used, as further described herein, by the Department and the Contractor to attempt to resolve any claim for breach of Contract made by the Contractor.

2. Contractor's claim for breach of this Contract that the parties cannot resolve in the ordinary course of business shall be submitted to the negotiation process provided in Chapter 2260, Subchapter B, of the Government Code.

3. To initiate the process, the Contractor shall submit written notice, as required by Subchapter B, to the Contracts and Procurement Director or designee, at Two Financial Plaza, Suite 525, Huntsville, Texas 77340.

4. Said notice shall specifically state the provisions of Chapter 2260, Subchapter B are being invoked, and shall also be given to all other representatives of the Department and the Contractor otherwise entitled to notice under the parties' Contract.

5. Compliance by the Contractor with Subchapter B is a condition precedent to the filing of a contested case proceeding under Chapter 2260, Subchapter C, of the Government Code.
6. The contested case process provided in Chapter 2260, Subchapter C, of the Government Code is the Contractor's sole and exclusive process for seeking a remedy for an alleged breach of Contract by the Department if the parties are unable to resolve their disputes under subparagraph (A) of this paragraph.

7. Compliance with the contested case process provided in Subchapter C is a condition precedent to sue from the Legislature under Chapter 107 of the Civil Practices and Remedies Code.

8. Neither the execution of this Contract by the Department nor any other conduct of any representative of Department related to the Contract shall be considered a waiver of sovereign immunity to suit.

B. In addition to complying with Chapter 2260 of the Government Code, the Department and the Contractor shall comply with the rule published in the Texas Administrative Code, Title 37, Public Safety and Corrections, Part VI, Texas Department of Criminal Justice, Chapter 155, Reports and Information Gathering, Subchapter C, Procedures for Resolving Contract Claims and Disputes.

C. At all times during the course of the dispute resolution process, the Contractor shall continue with providing services as directed, in a diligent manner and without delay, shall conform to the Department's directive, decision or order, and shall be governed by all applicable provisions of this Contract.

D. Records of the services performed shall be kept in sufficient detail to enable payment in accordance with applicable provisions of this Contract, if this should become necessary.

E. This provision shall not be construed to prohibit Contractor from seeking any other legal or equitable remedy to which it is entitled.

I.4 NO WAIVER OF RIGHTS

A. No failure on the part of any party to exercise, and no delay in exercising, and no course of dealing with respect to any right hereunder shall operate as a waiver thereof; nor shall any single or partial exercise of any right hereunder preclude any other or further exercise thereof or in the exercise of any other right.

B. The remedies provided in this Contract are cumulative and non exclusive of any remedies provided by law or in equity, except as expressly set forth herein.

I.5 INDEMNIFICATION OF THE DEPARTMENT

A. The Contractor shall indemnify and save the Department, the Texas Board of Criminal Justice, the State of Texas and its officers, agents and employees (hereinafter the State) harmless from and against any and all claims arising from the conduct, 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 in the performance of any covenant or agreement on its part to be performed, pursuant to the terms of this operating Contract;
2. Any act or negligence of the Contractor or any of its agents, subcontractors, servants, employees or licensees; and

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

B. All costs, reasonable attorney's fees, expenses and liabilities incurred in or about any such claim, action or proceeding brought thereon.

C. Nothing herein is intended to deprive the State or Contractor of the benefits of any law limiting exposure to liability and/or setting a ceiling on damages, or any laws establishing defenses for them. By entering into this Contract, the State does not waive its right of sovereign immunity, nor does the Contractor waive any immunity that may extend to it by operation of law. The aforementioned indemnification shall not be affected by a claim that negligence of the State or its respective agents, Contractors, employees or licensees contributed in part to the loss or damage indemnified against.

D. The parties agree that the terms, covenants and provisions of Section I.5 shall survive the termination of this Contract.

I.6 NO WAIVER OF DEFENSES

A. Neither the Department nor the Contractor shall waive, release or otherwise forfeit any possible defense the Department or Contractor may have regarding claims arising from or made in connection with the operation of the Facility by the Contractor without the consent of the other party.

B. The Department and Contractor shall reserve all such available defenses and cooperate with each other to make such defenses available for each other's benefit to the maximum extent allowed by law, including any defenses the Department may have regarding litigation, losses and costs resulting from claims or litigation pending at the time the Contract becomes effective, or arising thereafter from occurrences prior to the effective date hereof.

I.7 INDEPENDENT CONTRACTOR

A. The Contractor is associated with the Department only for the purposes and to the extent set forth herein, and with respect to the performance of Services hereunder, the Contractor is and shall be an independent Contractor and shall have the sole right to supervise, manage, operate, control, and direct the performance of the details incident to its duties hereunder.

B. Nothing contained herein shall be deemed or construed to create a partnership or joint venture, to create the relationships of an employer-employee or principal-agent, or to otherwise create any liability for Department whatsoever with respect to the indebtedness, liabilities, and obligations of Contractor or any other party.

C. Contractor shall be solely responsible for (and Department shall have no obligation with respect to) payment of all Federal Income, FICA, and other taxes owed or claimed to be owed by Contractor, arising out of the Contractor's association with the Department pursuant hereto, and the Contractor shall indemnify and hold the Department harmless
from and against any and all liability from all losses, damages, claims, costs, penalties, liabilities, and expenses howsoever arising or incurred because of, incident to, or otherwise with respect to any such taxes.

I.8 LAWS OF TEXAS

Contract shall be governed by and construed in accordance with the laws of the State of Texas and shall be enforced in Travis County.

I.9 ASSIGNMENT

A. The Contractor may not assign any interest in this Contract without the prior written consent of the Department which consent the Department may withhold at its sole discretion.

B. If the Department so elects in its sole discretion, this Contract will terminate upon the occurrence of any of the following:

1. More than 50% of the assets of Contractor are sold;

2. Contractor is merged into, acquired by, or consolidated with another corporation or business entity; or is otherwise the subject of reorganization; or

3. Any shareholder or owner of Contractor who owns at least 10% beneficial ownership of Contractor fails to continue to own at least 10%.

C. In the event that any sale, transfer, or assignment, as referenced in paragraph A and B above, is consented to by the Department, the transferee or its legal representative shall agree in writing with the Department to assume, perform and be bound by the covenants, obligations and agreements contained herein.

I.10 MAINTENANCE OF CORPORATE EXISTENCE AND BUSINESS

A. The Contractor, if incorporated, shall at all times maintain its corporate existence and authority to transact business and be in good standing in its jurisdiction of incorporation and the State of Texas.

B. The Contractor shall maintain all licenses, permits and franchises necessary for its businesses where the failure to so maintain might have a material adverse effect on its ability to perform its obligations under this Contract.

I.11 APPROVAL OF CONTRACT

A. This Contract is subject to written approval of the Executive Director of the Department or the Director’s designated representative and shall not be binding until so approved.

B. For Contracts valued over one million dollars in the initial term, the Executive Director’s approval shall be given only on the approval of the Texas Board of Criminal Justice.
I.12 NON-DISCRIMINATION

In the performance of this Contract, the Contractor warrants that it shall not discriminate against any employee, subcontractor, participant or provider on account of race, color, handicap, religion, sex, national origin, genetic information or age, and in accordance with the following:

A. The Contractor shall not discriminate against employees, subcontractors, participants or providers who have or are perceived to have a handicap because of AIDS or HIV infection, antibodies to HIV, or infection with any other probable causative agent of AIDS. The Contractor shall post notices setting forth the provisions of this non-discrimination clause in conspicuous places, available to employees and applicants for employment.

B. In all solicitations or advertisements for employees and/or the purchase of services, the Contractor shall state that it is an equal opportunity employer; provided, however, that notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting this requirement.

C. The Contractor shall include the provisions of the foregoing paragraphs in every subcontract so that such provisions shall be binding upon each subcontractor or vendor.

I.13 CONFIDENTIALITY

Any confidential information provided to or developed by the Contractor in the performance of the Contract shall be kept confidential unless otherwise provided by law and shall not be made available to any individual or organization by the Contractor or the Department without prior approval of the other party.

I.14 CONTRACT CHANGES

Changes/modifications to this Contract (except Contract extensions in accordance with Sections I.15 and I.16, administrative changes such as changing the Contract Administrator designation or correcting typographical errors or other unilateral changes discussed elsewhere in this Contract) shall be mutually agreed to by the parties and executed in writing with the authorized signatures.

I.15 OPTION TO EXTEND THE TERM OF THE CONTRACT

A. The Department may, at its sole discretion, extend the term of this Contract by written notice to the Contractor within ten (10) calendar days of Contract expiration, provided that the Department shall give the Contractor a preliminary written notice of its intent to extend at least sixty (60) calendar days before the Contract expires.

B. The preliminary notice does not commit the Department to an extension.

C. If the Department exercises this option, the extended Contract shall be considered to include this option provision.
I.16  OPTION TO EXTEND SERVICES

A. The Department may require continued performance of any services within the limits and at the rates specified in this Contract.

B. The Department reserves the right to extend this Contract for a ninety (90) day period at the end of each Contract and/or extension period for the purpose of re-advertising the service, awarding a new contract, and transitioning into a new contract.

C. This option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed six (6) months.

D. The Department may exercise the option by written notice to the Contractor within the period specified in Section I.15.

I.17  SEVERABILITY

In the event that any provision of this Contract is later determined to be invalid, void, or unenforceable, then the remaining terms, provisions, covenants, and conditions of this Contract shall remain in full force and effect, and shall in no way be affected, impaired, or invalidated.

I.18  IMMIGRATION

Contractor agrees to comply with the Immigration Reform and Control Act of 1986, and Immigration Act of 1990 regarding employment verification and retention of verification forms of any individuals who will perform any labor or services under this Contract.

I.19  NO LIABILITY UPON TERMINATION

If this Contract is terminated for any reason, the Department and the State of Texas shall not be liable to Contractor for any damages, claims, losses, or any other amounts arising from or related to any such termination. However, Contractor may be entitled to the remedies provided in Government Code, Chapter 2260.

I.20  LIMITATION ON AUTHORITY

Contractor shall have no authority to act for or on behalf of the Department or the State of Texas except as expressly provided for in this Contract; no other authority, power or use is granted or implied. Contractor may not incur any debts, obligations, expenses, or liabilities of any kind on behalf of the State of Texas or the Department.

I.21  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 the Contractor 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 Department by the Contractor upon completion, termination or cancellation of this Contract. The Contractor may, at its own expense, keep copies of all its writings for its personal files. The Contractor shall not use, willing allow,
cause to have such materials used for any purpose other than the performance of the Contractor's obligations under this Contract without the prior written consent of the Department; provided, however, that the Contractor 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.

1.22 ELECTRONIC AND INFORMATION RESOURCES ACCESSIBILITY STANDARDS, AS REQUIRED BY 1 TAC, CHAPTER 213

1) Effective September 1, 2006 State Agencies and Institutions of Higher Education shall procure products which comply with the State of Texas Accessibility requirements for Electronic and Information Resources specified in 1 TAC, Chapter 213 when such products are available in the commercial marketplace or when such products are developed in response to a procurement solicitation.

2) The Contractor shall provide the Department with the Uniform Resource Locator (URL) to its Voluntary Product Accessibility Template (VPAT) for reviewing compliance with the State of Texas Accessibility requirements (based on the federal standards established under Section 508 of the Rehabilitation Act), or indicate that the product/service accessibility information is available from the General Services Administration “Buy Accessible Wizard” (http://www.buyaccessible.gov). Contractors not listed with the “Buy Accessible Wizard” or supplying a URL to their VPAT must provide the Department with a report that addresses the same accessibility criteria in substantively the same format. Additional information regarding the “Buy Accessible Wizard” or obtaining a copy of the VPAT is located at http://www.section508.gov/.

1.23 INTELLECTUAL PROPERTY INDEMNIFICATION

The Contractor will indemnify, defend and hold harmless the State of Texas and the Department against any action or claim brought against the State of Texas and/or the Department that is based on a claim that software infringes any patent rights, copyright rights or incorporated misappropriated trade secrets. The Contractor will pay any damages attributable to such claim that are awarded against the State of Texas and/or the Department in a judgment or settlement. If the Department's use of the software becomes subject to a claim, or is likely to become subject to a claim, in the sole option of the Department the Contractor shall, at its sole expense (1) procure for the Department the right to continue using such software under the terms of this Contract; or (2) replace or modify the software so that it is non-infringing.
## SECTION J - LIST OF EXHIBITS

<table>
<thead>
<tr>
<th>EXHIBIT NO.</th>
<th>TITLE</th>
<th>NUMBER OF PAGES</th>
</tr>
</thead>
<tbody>
<tr>
<td>J.1</td>
<td>Cost Summary</td>
<td>1</td>
</tr>
<tr>
<td>J.2</td>
<td>HUB Subcontracting Plan</td>
<td>32</td>
</tr>
<tr>
<td>J.3</td>
<td>Reserved for Future Use</td>
<td></td>
</tr>
<tr>
<td>J.4</td>
<td>Reserved for Future Use</td>
<td></td>
</tr>
<tr>
<td>J.5</td>
<td>Reserved for Future Use</td>
<td></td>
</tr>
<tr>
<td>J.6</td>
<td>Compliance Standards</td>
<td>4</td>
</tr>
<tr>
<td>J.7</td>
<td>Reserved for Future Use</td>
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</tr>
<tr>
<td>J.8</td>
<td>Staffing Plan</td>
<td>4</td>
</tr>
<tr>
<td>J.9</td>
<td>Reserved for Future Use</td>
<td></td>
</tr>
<tr>
<td>J.10</td>
<td>State-Owned Equipment</td>
<td>1</td>
</tr>
<tr>
<td>J.11</td>
<td>TDCJ Examples of Files, Records, and Logs Recommended for Retention</td>
<td>2</td>
</tr>
<tr>
<td>J.12</td>
<td>TDCJ Job Description Minimum Qualifications</td>
<td>11</td>
</tr>
<tr>
<td>J.13</td>
<td>Criminal Justice Information System Addendum (CJIS) (Obtain by Request Only)</td>
<td></td>
</tr>
<tr>
<td>J.14</td>
<td>Revenue Identification Form</td>
<td>1</td>
</tr>
</tbody>
</table>
HUB SUBCONTRACTING PLAN (HSP)

In accordance with Gov't Code §2161.252, the contracting agency has determined that subcontracting opportunities are probable under this contract. Therefore, respondents, including State of Texas certified Historically Underserved Businesses (HUBs), must complete and submit a State of Texas HUB Subcontracting Plan (HSP) with their solicitation response.

NOTE: Responses that do not include a completed HSP shall be rejected pursuant to Gov't Code §2161.252(b).

The HUB Program promotes equal business opportunities for economically disadvantaged persons to contract with the State of Texas in accordance with the goals specified in the State of Texas Disparity Study. The HUB goals defined in 34 TAC §20.13 are: 11.9 percent for heavy construction other than building contracts, 28.1 percent for all building construction, including general contractors and operative building contracts, 25 percent for professional services contracts, 23 percent for all other services contracts, and 13.6 percent for commodities contracts.

--- Agency Special Instructions/Additional Requirements ---

For assistance in completing the HSP contact:
Sharon Schultz @ 936-437-7026 or Lani Maness @ 936-437-7061
E-mail: sharon.schultz@dcl.state.tx.us
lani.maness@dcl.state.tx.us

To view an instruction video on how to complete the HSP, go to the following web site:
http://www.cpa.state.tx.us/procurement/program/hub/hub-subcontracting-plan/

SECTION 1 - RESPONDENT AND SOLICITATION INFORMATION

a. Respondent (Company) Name: CCA
   State of Texas VID #: CCA Tax ID#: 02-1763875
   Point of Contact: Dawn Williams, Manager, Diversity Business Development
   Phone#: (615) 283-8613
   Call #: (615) 685-7027
b. Is your company a State of Texas certified HUB? [ ] Yes [X] No
c. Solicitation #: 696-PF-10-P018

SECTION 2 - SUBCONTRACTING INTENTIONS

After having divided the contract work into reasonable lots or portions to the extent consistent with prudent industry practices, the respondent must determine what portion(s) of work, including goods or services, will be subcontracted. Note: In accordance with 34 TAC §20.12, a "Subcontractor" means a person who contracts with a vendor to work, to supply commodities, or contribute toward completing work for a governmental entity. Check the appropriate box that identifies your subcontracting intentions:

[X] - Yes, I will be subcontracting portion(s) of the contract.
   (If Yes, in the spaces provided below, list the portions of work you will be subcontracting, and go to page 2.)

[ ] - No, I will not be subcontracting any portion of the contract, and will be fulfilling the entire contract with my own resources.
   (If No, complete SECTION 9 and 10.)

<table>
<thead>
<tr>
<th>Line Item # - Subcontracting Opportunity Description</th>
<th>Line Item # - Subcontracting Opportunity Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>(1) Office Supplies</td>
<td>(91)</td>
</tr>
<tr>
<td>(2) Maintenance/Janitorial Supplies</td>
<td>(92)</td>
</tr>
<tr>
<td>(3) Industrial Supplies</td>
<td>(93)</td>
</tr>
<tr>
<td>(4)</td>
<td>(94)</td>
</tr>
<tr>
<td>(5)</td>
<td>(95)</td>
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<td>(6)</td>
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<td>(97)</td>
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<td>(8)</td>
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<tr>
<td>(9)</td>
<td>(99)</td>
</tr>
<tr>
<td>(10)</td>
<td>(100)</td>
</tr>
</tbody>
</table>

*If you have more than twenty subcontracting opportunities, a continuation page is available at http://www.cpa.state.tx.us/procurement/program/hub-forms/hsp_sep6a_cont1.doc.
SECTION 1 - SUBCONTRACTING OPPORTUNITY

Enter the line item number and description of the subcontracting opportunity you listed in SECTION 2.

<table>
<thead>
<tr>
<th>Line Item #</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Office Supplies</td>
</tr>
</tbody>
</table>

SECTION 2 - MENTOR-PROTÉGÉ PROGRAM

If responding to participating as a Mentor in the State of Texas Mentor Protégé Program, submitting their Protégé (Protégé must be a State of Texas certified HUB) as a subcontractor to perform the portion of work (subcontracting opportunity) listed in SECTION 3, constitutes a good faith effort towards that specific portion of work. Will you be subcontracting the portion of work listed in SECTION 3 to your Protégé?

☐ - Yes (If Yes, complete SECTION 8 and 10). ☐ - No / Not Applicable (If No or Not Applicable, go to SECTION 8).

SECTION 3 - PROFESSIONAL SERVICES CONTRACTS ONLY

This section applies to Professional Services Contracts only. All other contracts go to SECTION 6.

Does your HSP contain subcontracting of 20% or more with HUB(s)?

☐ - Yes (If Yes, complete SECTION 8 and 10). ☐ - No / Not Applicable (If No or Not Applicable, go to SECTION 8).

In accordance with Gov't Code §2254.004, "Professional Services" means services (A) within the scope of the practice, as defined by state law, of accounting, architecture, landscape architecture, land surveying, medical, pathology, professional engineering, real estate appraising, or professional nursing; or (B) provided in connection with the professional employment of the services of a person who is licensed or registered as a certified public accountant, an attorney, a landscape architect, a land surveyor, a physician, an architect, an osteopath, a professional engineer, a state certified or state licensed real estate appraiser, or a registered nurse.

SECTION 4 - NOTIFICATION OF SUBCONTRACTING OPPORTUNITY

Complying with a, b, and c of this section constitutes Good Faith Effort towards the portion of work listed in SECTION 3. After performing the requirements of this section, complete SECTION 7, 8 and 10.

a. Provide written notification of the subcontracting opportunity listed in SECTION 3 to three (3) or more HUBs. Use the State of Texas' Centralized Master Bidders List (CMBL), found at http://www2.cpa.state.tx.us/cmb/internet.html, and the HUB Directory, found at http://www2.cpa.state.tx.us/cmb/hub.html, to identify available HUBs. Refer to supporting documentation letters, phone lists, fax transmittals, electronic mail, etc.) demonstrating evidence of the good faith effort performed.

b. Provide written notification of the subcontracting opportunity listed in SECTION 3 to a minority or women trade organization or development center to assist in identifying potential HUBs by disseminating the subcontracting opportunity to their members/participants. A list of trade organizations and development centers may be accessed at http://www.state.texas.us/secondary/reports/chubhubweb Links/ Section 3 of this document. Refer to supporting documentation letters, phone lists, fax transmittals, electronic mail, etc.) demonstrating evidence of the good faith effort performed.

c. Written notifications should include the scope of the work, information regarding the location to review plans and specifications, bonding and insurance requirements, required qualifications, and identify a contact person. Unless the contracting agency has specified a different time period, you must allow the HUBs no less than five (5) working days from the receipt of notice to respond, and provide notice of your subcontracting opportunity to a minority or women trade organization or development center no less than five (5) working days prior to the submission of your response to the contracting agency.

SECTION 5 - HUB FIRMS CONTACTED FOR SUBCONTRACTING OPPORTUNITY

List three (3) State of Texas certified HUBs you notified regarding the portion of work (subcontracting opportunity) listed in SECTION 3. Specify the vendor ID number, date you provided notice, and if you received a response. Note: Attach supporting documentation letters, phone lists, fax transmittals, electronic mail, etc.) demonstrating evidence of the good faith effort performed.

| Company Name               | Vendor ID Number | Notice Date (mm/dd/yyyy) | Was Response Received?
<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Ashford International LLC</td>
<td>1263692072500</td>
<td>04/21/2010</td>
<td>☐ - Yes ☐ - No</td>
</tr>
<tr>
<td>Williams Office Products</td>
<td>1751868911600</td>
<td>04/21/2010</td>
<td>☐ - Yes ☐ - No</td>
</tr>
<tr>
<td>Rio Grande Valley Office Products</td>
<td>174299955800</td>
<td>04/21/2010</td>
<td>☐ - Yes ☐ - No</td>
</tr>
</tbody>
</table>

SECTION 6 - SUBCONTRACTOR SELECTION

List the subcontractor(s) you selected to perform the portion of work (subcontracting opportunity) listed in SECTION 3. Also, specify the expected percentage of work to be subcontracted, the approximate dollar value of the work to be subcontracted, and indicate if the company is a Texas certified HUB.

<table>
<thead>
<tr>
<th>Company Name</th>
<th>Vendor ID Number</th>
<th>Expected % of Contract</th>
<th>Approximate Dollar Amount</th>
<th>Texas Certified HUB?</th>
</tr>
</thead>
<tbody>
<tr>
<td>Ashford International LLC</td>
<td>1263692072500</td>
<td>&lt;1%</td>
<td>$58,000.00</td>
<td>☐ - Yes ☐ - No</td>
</tr>
</tbody>
</table>

*If the subcontractor(s) you selected is not a Texas certified HUB, provide the written justification of your selection process below:
April 21, 2010

Susan Schmidt
Ashford International LLC

Re: Texas Department of Criminal Justice ("TDCJ") Request for Proposal (RFP)
- Corrections Facilities Management Services

Dear Ms. Schmidt,

As the oldest government contracting company in corrections management, Corrections Corporation of America ("CCA") has gained insightful experience into the process of identifying and seeking to establish relationships with minority, woman and service-disabled veteran owned businesses as well as small disadvantaged businesses (SDB), HUB Zone, and businesses participating in the Small Business Associations 8(a) program. We recognize the importance of supporting diversity in our business strategies, relationships, and workforce. It is an ongoing endeavor that we continue to support and strive to improve upon.

CCA is responding to a RFP issued by the Texas Department of Criminal Justice (TDCJ), to manage 5 corrections facilities. Combined, the facilities hold 7200+ inmates. TDCJ and CCA have a long standing relationship as we currently manage all of these facilities and 8 others in the state.

We are sending this outreach letter to you as your company has been identified as a registered HUB in the State of Texas. Our facility operations are extensive and our operational needs are wide and varied. We strive to support the businesses in the communities where we are located and have a strong commitment to diversity business development. We are requesting that you send us information pertaining to your HUB designation as well as your interest in a future partnership with CCA. If interested, I look forward to hearing from you no later than April 30, 2010.

Very truly yours,

Dawn M. Williams, MBA
Manager, Diversity Business Development
615-263-6813
dawn.williams@correctionscorp.com
Correction Corporation of America is responding to a RFP issued by Texas Department of Criminal Justice, to manage a correctional facility. You have been identified as a registered HUB in the State of Texas and we are requesting that you send us information about your firm so we may consider you a possible source for products and/or services.

If interested, please respond by 8:00 AM, Friday April 30, 2010.

Thank you,

Dawn M. Williams, MBA
Manager, Diversity Business Development
Correction Corporation of America, 10 Buton Hills Blvd. Nashville, TN 37216
C-615.263.6616 C-615.596.7027 F-615.593.9917
America's Leader in Partnership Corrections
April 21, 2010

Doug Parsley
Williams Office Products Inc

Re: Texas Department of Criminal Justice ("TDCJ") Request for Proposal (RFP)
- Corrections Facilities Management Services

Dear Mr. Parsley,

As the oldest government contracting company in corrections management, Corrections Corporation of America ("CCA") has gained insightful experience into the process of identifying and seeking to establish relationships with minority, women and service-disabled veteran owned businesses as well as small disadvantaged businesses (SDB), HUB Zone, and businesses participating in the Small Business Associations 8(a) program. We recognize the importance of supporting diversity in our business strategies, relationships, and workforce. It is an ongoing endeavor that we continue to support and strive to improve upon.

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Very truly yours,

Dawn M. Williams, MBA
Manager, Diversity Business Development
615-263-6613
dawn.williams@correctionscorp.com
Corrections Corporation of America is responding to a RFP issued by Texas Department of Criminal Justice, to manage a correctional facility. You have been identified as a registered HUB in the State of Texas and we are requesting that you send us information about your firm so we may consider you a possible source for products and/or services.

If interested, please respond by 8:00 AM, Friday April 30, 2010.

Thank you,

Dawn M. Williams, MBA
Manager, Diversity Business Development
Corrections Corporation of America, 10 Burton Hills Blvd. Nashville, TN 37216
O-615.263.6618 C-615.556.7027 F-615.556.9917
America's Leader in Partnership Corrections
April 21, 2010

Judy Talbert
Rio Grande Valley Office Products

Re: Texas Department of Criminal Justice ("TDCJ") Request for Proposal (RFP)
Corrections Facilities Management Services

Dear Ms. Talbert,

As the oldest government contracting company in corrections management, Corrections Corporation of America ("CCA") has gained insightful experience into the process of identifying and seeking to establish relationships with minority, women and service-disabled veteran owned businesses as well as small disadvantaged businesses (SDB), HUB Zone, and businesses participating in the Small Business Associations 8(a) program. We recognize the importance of supporting diversity in our business strategies, relationships, and workforce. It is an ongoing endeavor that we continue to support and strive to improve upon.

CCA is responding to a RFP issued by the Texas Department of Criminal Justice (TDCJ), to manage 5 corrections facilities. Combined, the facilities hold 7200+ inmates. TDCJ and CCA have a long standing relationship as we currently manage all of these facilities and 6 others in the state.

We are sending this outreach letter to you as your company has been identified as a registered HUB in the State of Texas. Our facility operations are extensive and our operational needs are wide and varied. We strive to support the businesses in the communities where we are located and have a strong commitment to diversity business development. We are requesting that you send us information pertaining to your HUB designation as well as your interest in a future partnership with CCA. If interested, I look forward to hearing from you no later than April 30, 2010.

Very truly yours,

Dawn M. Williams, MBA
Manager, Diversity Business Development
615-263-6613
dawn.williams@correctionscorp.com
Williams, Dawn

From: Williams, Dawn  
Sent: Wednesday, April 21, 2010 6:05 PM  
To: 'rgvop@yahoo.com'  
Subject: Potential Business Opportunity - Office Supply  
Attachments: TXStateJailITNSupplierLetter.docx

Corrections Corporation of America is responding to a RFP issued by Texas Department of Criminal Justice, to manage a correctional facility. You have been identified as a registered HUB in the State of Texas and we are requesting that you send us information about your firm so we may consider you a possible source for products and/or services.

If interested, please respond by 8:00 AM, Friday April 30, 2010.

Thank you,

[Signature]

Dawn M. Williams, MBA
Manager, Diversity Business Development
Corrections Corporation of America, 10 Barton Hills Blvd. Nashville, TN 37215
C:615.263.6618 C:615.555.7227 F:615.555.9917
America's Leader in Partnership Corrections
**Section 3 - Subcontracting Opportunity**

Enter the line item number and description of the subcontracting opportunity you listed in Section 2.

<table>
<thead>
<tr>
<th>Line item</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Maintenance/Janitorial Supplies</td>
</tr>
</tbody>
</table>

**Section 4 - Mentor-Protégé Program**

If respondent is participating as a Mentor in a State of Texas Mentor Protégé Program, submitting their Protégé (Protégé must be a State of Texas certified HUB) as a subcontractor to perform the portion of work (subcontracting opportunity) listed in Section 3, constitutes a good faith effort towards that specific portion of work. Will you be subcontracting the portion of work listed in Section 3 to your Protégé?

- [ ] Yes (If Yes, complete Section 8 and 10.)
- [x] No / Not Applicable (If No or Not Applicable, go to Section 5.)

**Section 5 - Professional Services Contracts Only**

This section applies to Professional Services Contracts only. All other contracts go to Section 6.

Does your HSP contain subcontracting of 20% or more with HUB(s)?

- [ ] Yes (If yes, complete Sections 8 and 10.)
- [x] No / Not Applicable (If No or Not Applicable, go to Section 5.)

In accordance with Gavel Code 2255.004, "Professional Services" means services: (A) within the scope of the practice, as defined by state law of accounting, architecture, landscape architecture; land surveying; medicine; optometry; professional engineering; real estate appraising; or professional nursing; or (B) provided to connection with the professional employment or practice of a person who is licensed or registered as a certified public accountant; an architect; a landscape architect; a land surveyor; a physician, including a surgeon; an optometrist; a professional engineer; a state certified or state licensed real estate appraiser; or a registered nurse.

**Section 6 - Notification of Subcontracting Opportunity**

Complying with a, b, and c of this section constitutes Good Faith Effort towards the portion of work listed in Section 3. After performing the requirements of this section, complete Sections 7, 8, and 10.

a. Provide written notification of the subcontracting opportunity listed in Section 3 to three (3) or more HUBs. Use the State of Texas' Centralized Master Bidders List (CMBL) found at [http://www.dps.state.tx.us/cmb/cmbhub.html](http://www.dps.state.tx.us/cmb/cmbhub.html), and its HUB Directory, found at [http://www.dps.state.tx.us/cmb/hubonly.html](http://www.dps.state.tx.us/cmb/hubonly.html), to identify available HUBs. Note: Attach supporting documentation (letters, phone logs, fax transmittals, electronic mail, etc.) demonstrating evidence of the good faith effort performed.

b. Provide written notification of the subcontracting opportunity listed in Section 3 to a minority or women trade organization or development center to assist in identifying potential HUBs by disseminating the subcontracting opportunity to its members/participants. A list of trade organizations and development centers may be accessed at [http://www.mentorservices.tx.gov/directory.html](http://www.mentorservices.tx.gov/directory.html). Note: Attach supporting documentation (letters, phone logs, fax transmittals, electronic mail, etc.) demonstrating evidence of the good faith effort performed.

c. Written notifications should include the scope of the work, information regarding the location to review plans and specifications, bonding and insurance requirements, required qualifications, and identify a contact person. Unless the contracting agency has specified a different time period, you must allow the HUBs no less than five (5) working days from the receipt of notice to respond, and provide notice of your subcontracting opportunity to a minority or women trade organization or development center no less than five (5) working days prior to the submission of your response to the contracting agency.

**Section 7 - HUB Firms Contacted for Subcontracting Opportunity**

List three (3) State of Texas certified HUBs you notified regarding the portion of work (subcontracting opportunity) listed in Section 3. Specify the vendor ID number, date you provided notice, and if you received a response. Note: Attach supporting documentation (letters, phone logs, fax transmittals, electronic mail, etc.) demonstrating evidence of the good faith effort performed.

<table>
<thead>
<tr>
<th>Company Name</th>
<th>Vendor ID #</th>
<th>Notice Date (YYYY/MM/DD)</th>
<th>Was Response Received?</th>
</tr>
</thead>
<tbody>
<tr>
<td>Acme Soap Company</td>
<td>1742384230600</td>
<td>04/21/2010</td>
<td>[ ] Yes [x] No</td>
</tr>
<tr>
<td>Medwaste Solutions</td>
<td>175283590100</td>
<td>04/21/2010</td>
<td>[ ] Yes [x] No</td>
</tr>
<tr>
<td>Southwest Sanitary Company</td>
<td>175104828900</td>
<td>04/21/2010</td>
<td>[x] Yes [x] No</td>
</tr>
</tbody>
</table>

**Section 8 - Subcontractor Selection**

List the subcontractor(s) you selected to perform the portion of work (subcontracting opportunity) listed in Section 3. Also, specify the expected percentage of work to be subcontracted, the approximate dollar value of the work to be subcontracted, and indicate if the company is a Texas certified HUB.

<table>
<thead>
<tr>
<th>Company Name</th>
<th>Vendor ID #</th>
<th>Expected % of Contract</th>
<th>Approximate Dollar Amount</th>
<th>Texas Certified HUB?</th>
</tr>
</thead>
<tbody>
<tr>
<td>Southwest Sanitary Company</td>
<td>175104828900</td>
<td>&lt;1%</td>
<td>$187,000.00</td>
<td>[x] Yes [ ] No*</td>
</tr>
<tr>
<td></td>
<td></td>
<td>$</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

* If the subcontractor(s) you selected is not a Texas certified HUB, provide written justification of your selection process below:

---

**HSP Rev. 07/09**

Page 9 of 32
April 21, 2010

Thomas Stratil
Acme Soap Company

Re: Texas Department of Criminal Justice ("TDCJ") Request for Proposal (RFP)
- Corrections Facilities Management Services

Dear Ms. Schmidt,

As the oldest government contracting company in corrections management, Corrections Corporation of America ("CCA") has gained insightful experience into the process of identifying and seeking to establish relationships with minority, women and service-disabled veteran owned businesses as well as small disadvantaged businesses (SDB), HUB Zone, and businesses participating in the Small Business Associations 8(a) program. We recognize the importance of supporting diversity in our business strategies, relationships, and workforce. It is an ongoing endeavor that we continue to support and strive to improve upon.

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Very truly yours,

Dawn M. Williams, MBA
Manager, Diversity Business Development
615-263-8813
dawn.williams@correctionsco.com
Corrections Corporation of America is responding to a RFP issued by Texas Department of Criminal Justice, to manage a correctional facility. You have been identified as a registered HUB in the State of Texas and we are requesting that you send us information about your firm so we may consider you a possible source for products and/or services.

If interested, please respond by 8:00 AM, Friday April 30, 2010.

Thank you,

Dawn M. Williams, MBA
Manager, Diversity Business Development
Corrections Corporation of America, 10 Burton Hills Blvd. Nashville, TN 37215
C-615.283.9813 C-615.695.7027 F-615.555.9817
America's Leader in Partnership Corrections
April 21, 2010

Maureen Brenner
Medwaste Solutions Inc.

Re: Texas Department of Criminal Justice ("TDCJ") Request for Proposal (RFP)
- Corrections Facilities Management Services

Dear Ms. Brenner,

As the oldest government contracting company in corrections management, Corrections Corporation of America ("CCA") has gained insightful experience into the process of identifying and seeking to establish relationships with minority, women and service-disabled veteran owned businesses as well as small disadvantaged businesses (SDB), HUB Zone, and businesses participating in the Small Business Associations 8(a) program. We recognize the importance of supporting diversity in our business strategies, relationships, and workforce. It is an ongoing endeavor that we continue to support and strive to improve upon.

CCA is responding to a RFP issued by the Texas Department of Criminal Justice (TDCJ), to manage 5 corrections facilities. Combined, the facilities hold 7200+ inmates. TDCJ and CCA have a long standing relationship as we currently manage all of these facilities and 8 others in the state.

We are sending this outreach letter to you as your company has been identified as a registered HUB in the State of Texas. Our facility operations are extensive and our operational needs are wide and varied. We strive to support the businesses in the communities where we are located and have a strong commitment to diversity business development. We are requesting that you send us information pertaining to your HUB designation as well as your interest in a future partnership with CCA. If interested, I look forward to hearing from you no later than April 30, 2010.

Very truly yours,

Dawn M. Williams, MBA
Manager, Diversity Business Development
615-263-8613
dawn.williams@corrections corp.com
Williams, Dawn

From: Williams, Dawn
Sent: Wednesday, April 21, 2010 5:39 PM
To: madwasteinfo@aol.com
Subject: Potential Business Opportunity - Janitorial Supplies
Attachments: TXStateJailITNSupplierLetter.docx

Corrections Corporation of America is responding to a RFP issued by Texas Department of Criminal Justice, to manage a correctional facility. You have been identified as a registered HUB in the State of Texas and we are requesting that you send us information about your firm so we may consider you a possible source for products and/or services.

If interested, please respond by 8:00 AM, Friday April 30, 2010.

Thank you,

Corrections Corporation of America
Manager, Diversity Business Development
Corrections Corporation of America, 10 Burton Hills Blvd. Nashville, TN 37215
c-615.263.6613 c-615.586.7027 f-615.586.9617
America's Leader in Partnership Corrections
April 21, 2010

Kim Carter  
Southwest Sanitary Company.

Re: Texas Department of Criminal Justice ("TDCJ") Request for Proposal (RFP)  
- Corrections Facilities Management Services

Dear Ms. Carter,

As the oldest government contracting company in corrections management, Corrections Corporation of America ("CCA") has gained insightful experience into the process of identifying and seeking to establish relationships with minority, women and service-disabled veteran owned businesses as well as small disadvantaged businesses (SDB), HUB Zone, and businesses participating in the Small Business Associations 8(a) program. We recognize the importance of supporting diversity in our business strategies, relationships, and workforce. It is an ongoing endeavor that we continue to support and strive to improve upon.

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Very truly yours,

Dawn M. Williams, MBA  
Manager, Diversity Business Development  
615-263-6513  
dawn.williams@corrections.com
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If interested, please respond by 8:00 AM, Friday April 30, 2010.

Thank you,
Enter your company's name here: CCA

Solicitation #: 696-PF-10-P018

IMPORTANT: You must complete a copy of this page for each of the subcontracting opportunities you listed in SECTION 2. You may photocopy this page or download copies at http://www.window.state.tx.us/procurement/proc/hub/forms/hps_aap08_contf2.doc.

SECTION 1 - SUBCONTRACTING OPPORTUNITY

Enter the line item number and description of the subcontracting opportunity you listed in SECTION 2.

Line Item # 1 Description: Industrial Supply

SECTION 2 - MENTOR-PROTÉGÉ PROGRAM

If respondent is participating as a Mentor in a State of Texas Mentor Protégé Program, submitting their Protégé must be a State of Texas certified HUB as a subcontractor to perform the portion of work (subcontracting opportunity) listed in SECTION 3, constitutes a good faith effort towards that specific portion of work. Will you be subcontracting the portion of work listed in SECTION 3 to your Protégé?

☐ - Yes (If Yes, complete SECTION 8 and 10.) ☑ - No / Not Applicable (If No or Not Applicable, go to SECTION 5.)

SECTION 3 - PROFESSIONAL SERVICES CONTRACTS ONLY

This section applies to Professional Services Contracts only. All other contracts go to SECTION 6.

In accordance with Gov't Code §2264.004, "Professional Services" means services: (A) within the scope of the practice, as defined by state law of accounting, architecture; landscape architecture; land surveying; medical; optometry; professional engineering; real estate appraising; or professional nursing; or (B) provided in connection with professional employment or practice of a person who is licensed or registered as a certified public accountant; an architect; a landscape architect; a land surveyor; a physician, including a surgeon; an optometrist; a professional engineer; a state certified or state licensed real estate appraiser; or a registered nurse.

SECTION 4 - NOTIFICATION OF SUBCONTRACTING OPPORTUNITY

Complying with a, b and c of this section constitutes Good Faith Effort towards the portion of work listed in SECTION 3. After performing the requirements of this section, complete SECTION 7, 8 and 10.

a. Provide written notification of the subcontracting opportunity listed in SECTION 3 to three (3) or more HUB(s). Use the State of Texas Centralized Master Bidders List (CMSB), found at http://www2.cmsb.texas.gov/cmsb/cmsbhub.html, and its HUB Directory, found at http://www2.cmsb.citi.texas.gov/cmsbhubbook.html. To identify available HUBs, Note: Attach supporting documentation (letters, phone logs, fax transmittals, electronic mail, etc.) demonstrating evidence of the good faith effort performed.

b. Provide written notification of the subcontracting opportunity listed in SECTION 3 to a minority or women trade organization or development center to assist in identifying potential HUBs by disseminating the subcontracting opportunity to their members/participants. A list of trade organizations and development centers may be accessed at http://www.window.state.tx.us/applications/gsppub/subcontractingcenter-lists/. Note: Attach supporting documentation (letters, phone logs, fax transmittals, electronic mail, etc.) demonstrating evidence of the good faith effort performed.

c. Written notifications should include the scope of the work, information regarding the location to review plans and specifications, bonding and insurance requirements, required qualifications, and identify a contact person. Unless the contracting agency has specified a different time period, you must allow the HUBs no less than five (5) working days from their receipt of notice to respond, and provide notice of your subcontracting opportunity to a minority or women trade organization or development center no less than five (5) working days prior to the submission of your response to the contracting agency.

SECTION 5 - HUB FIRMS CONTACTED FOR SUBCONTRACTING OPPORTUNITY

List three (3) State of Texas certified HUBs you notified regarding the portion of work (subcontracting opportunity) listed in SECTION 3. Specify the vendor ID number, date you provided notice, and if you received a response. Note: Attach supporting documentation (letters, phone logs, fax transmittals, electronic mail, etc.) demonstrating evidence of the good faith effort performed.

<table>
<thead>
<tr>
<th>Company Name</th>
<th>VID #</th>
<th>Notice Date</th>
<th>Was Response Received?</th>
</tr>
</thead>
<tbody>
<tr>
<td>Amarillo Industrial Supply</td>
<td>1208771388800</td>
<td>04/21/2010</td>
<td>☑ - Yes ☐ - No</td>
</tr>
<tr>
<td>Joan Brown's Electric Services</td>
<td>1412218484200</td>
<td>04/21/2010</td>
<td>☑ - Yes ☐ - No</td>
</tr>
<tr>
<td>FMW Distributors Inc.</td>
<td>1752518842700</td>
<td>04/21/2010</td>
<td>☑ - Yes ☐ - No</td>
</tr>
</tbody>
</table>

SECTION 6 - SUBCONTRACTOR SELECTION

List the subcontractor(s) you selected to perform the portion of work (subcontracting opportunity) listed in SECTION 3. Also, specify the expected percentage of work to be subcontracted, the approximate dollar value of the work to be subcontracted, and indicate if the company is a Texas certified HUB.

<table>
<thead>
<tr>
<th>Company Name</th>
<th>VID #</th>
<th>Expected % of Contract</th>
<th>Approximate Dollar Amount</th>
<th>Texas Certified HUB?</th>
</tr>
</thead>
<tbody>
<tr>
<td>FMW Distributors Inc.</td>
<td>1752518842700</td>
<td>&lt;1 %</td>
<td>$23,125.00</td>
<td>☑ - Yes ☐ - No</td>
</tr>
</tbody>
</table>

*If the subcontractor(s) you selected is not a Texas certified HUB, provide written justification of your selection process below:
April 21, 2010

Christine Reeves
Amarillo Industrial Supply

Re: Texas Department of Criminal Justice (TDCJ) Request for Proposal (RFP)
- Corrections Facilities Management Services

Dear Ms. Reeves,

As the oldest government contracting company in corrections management, Corrections Corporation of America ("CCA") has gained insightful experience into the process of identifying and seeking to establish relationships with minority, women and service-disabled veteran owned businesses as well as small disadvantaged businesses (SDB), HUB Zone, and businesses participating in the Small Business Associations 8(a) program. We recognize the importance of supporting diversity in our business strategies, relationships, and workforce. It is an ongoing endeavor that we continue to support and strive to improve upon.

CCA is responding to a RFP issued by the Texas Department of Criminal Justice (TDCJ), to manage 5 corrections facilities. Combined, the facilities hold 7200+ Inmates. TDCJ and CCA have a long standing relationship as we currently manage all of these facilities and 8 others in the state.

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Very truly yours,

Dawn M. Williams, MBA
Manager, Diversity Business Development
615-263-6613
dawn.williams@corrections.com
Williams, Dawn

From: Williams, Dawn  
Sent: Wednesday, April 21, 2010 5:51 PM  
To: prissychrllyb@yahoo.com  
Subject: Potential Business Opportunity - Industrial Supply  
Attachments: TXStateJailTNSupplierLetter.docx

Corrections Corporation of America is responding to a RFP issued by Texas Department of Criminal Justice, to manage a correctional facility. You have been identified as a registered HUB in the State of Texas and we are requesting that you send us information about your firm so we may consider you a possible source for products and/or services.

If interested, please respond by 8:00 AM, Friday April 30, 2010.

Thank you,

Dawn M. Williams, MBA  
Manager, Diversity Business Development  
Corrections Corporation of America, 10 Burton Hills Blvd. Nashville, TN 37215  
O-615.268.6913 C-615.585.7027 F-615.585.8817  
America's Leader in Partnership Corrections
April 21, 2010

Joan Brown
Joan Browns Electric Services

Re: Texas Department of Criminal Justice ("TDCJ") Request for Proposal (RFP) 
-Corrections Facilities Management Services

Dear Ms. Brown,

As the oldest government contracting company in corrections management, Corrections Corporation of America ("CCA") has gained insightful experience into the process of identifying and seeking to establish relationships with minority, women and service-disabled veteran owned businesses as well as small disadvantaged businesses (SDB), HUB Zone, and businesses participating in the Small Business Associations 8(a) program. We recognize the importance of supporting diversity in our business strategies, relationships, and workforce. It is an ongoing endeavor that we continue to support and strive to improve upon.

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Very truly yours,

Dawn M. Williams, MBA
Manager, Diversity Business Development
615-263-6613
dawn.williams@correctionscorp.com
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If Interested, please respond by 8:00 AM, Friday April 30, 2010.

Thank you,

[Signature]

Manager, Diversity Business Development
Corrections Corporation of America, 10 Burton Hills Blvd. Nashville, TN 37215
O: 615-323-7913 C: 615-885-7027 F: 615-885-3917
America's Leader in Partnership Corrections
Corrections Corporation of America is responding to a RFP issued by Texas Department of Criminal Justice, to manage a correctional facility. You have been identified as a registered HUB in the State of Texas and we are requesting that you send us information about your firm so we may consider you a possible source for products and/or services.

If interested, please respond by 8:00 AM, Friday April 30, 2010.

Thank you,

Corrections Corporation of America
Dawn M. Williams, MBA
Manager, Diversity Business Development
10 Burton Hills Blvd, Nashville, TN 37216
615.293.8813 C-615.586.7027 F-615.586.9617
America's Leader in Partnership Corrections
April 21, 2010

Fran Whitehead
FMW Distributors Inc

Re: Texas Department of Criminal Justice (TDCJ) Request for Proposal (RFP)
- Corrections Facilities Management Services

Dear Ms. Whitehead,

As the oldest government contracting company in corrections management, Corrections Corporation of America ("CCA") has gained insightful experience into the process of identifying and seeking to establish relationships with minority, women and service-disabled veteran owned businesses as well as small disadvantaged businesses (SDB), HUB Zone, and businesses participating in the Small Business Associations 8(a) program. We recognize the importance of supporting diversity in our business strategies, relationships, and workforce. It is an ongoing endeavor that we continue to support and strive to improve upon.

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Very truly yours,

Dawn M. Williams, MBA
Manager, Diversity Business Development
615-263-6613
dawn.williams@correctionscorp.com
Exhibit J.2

SECTION 9 - SELF PERFORMANCE JUSTIFICATION
(If you responded "No" to SECTION 8, you must complete SECTION 9 and 10.)

Does your response/proposal contain an explanation demonstrating how your company will fulfill the entire contract with its own resources?

☐ - Yes  ☐ - No

☐ - Yes If Yes, in the space provided below, list the specific page/section of your proposal which identifies how your company will perform the entire contract with its own equipment, supplies, materials and/or employees.

☐ - No If No, in the space provided below, explain how your company will perform the entire contract with its own equipment, supplies, materials, and/or employees.

SECTION 10 - AFFIRMATION

As evidenced by my signature below, I affirm that I am an authorized representative of the respondent listed in SECTION 1, and that the information and supporting documentation submitted with the HSP are true and correct. Respondent understands and agrees that, if awarded any portion of the solicitation:

- The respondent must submit monthly compliance reports (Prime Contractor Progress Assessment Report – PAR) to the contracting agency, verifying their compliance with the HSP, including the modifications they have made to subcontractors. (The PAR is available at http://www.wdbox.state.tx.us/procurement/program/sub-Area/ProgressAssessment/report/Proverb/#67ch).
- The respondent must seek approval from the contracting agency prior to making any modifications to their HSP. If the HSP is modified without the contracting agency's prior approval, respondent may be subject to debarment pursuant to Gov’t Code §2161.353(d).
- The respondent must, upon request, allow the contracting agency to perform on-site reviews of the company’s headquarters and/or work-elite where services are to be performed and must provide documents regarding staff and other resources.

Dawn Williams

Manager, Diversity
Business Development

05/05/2010

HSP Rev. 07/09
### SAMPLE PRIME CONTRACTOR PROGRESS ASSESSMENT REPORT ATTACHMENT A

<table>
<thead>
<tr>
<th>Business Category</th>
<th>Vendor</th>
<th>Total # Vendors</th>
<th>Total (Invoices Paid)</th>
<th>Diversity Business Spend</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>WOMEN OWNED SMALL BUSINESS</strong></td>
<td>1043176 SYNERGY BUSINESS ENVIRONMENTS</td>
<td></td>
<td>$5,561.83</td>
<td>3.9%</td>
</tr>
<tr>
<td><strong>SMALL DISADVANTAGED BUSINESS</strong></td>
<td>7137333 JACKSBORO CLEANERS</td>
<td>1</td>
<td>$606.00</td>
<td>4%</td>
</tr>
<tr>
<td><strong>SMALL BUSINESS CONCERN</strong></td>
<td>146500 BOB BARKER COMPANY</td>
<td></td>
<td>$2,118.88</td>
<td></td>
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<tr>
<td></td>
<td>15498448 COMEX COMMUNICATIONS</td>
<td></td>
<td>$100.60</td>
<td></td>
</tr>
<tr>
<td></td>
<td>728407 CORTECH CORRECTIONAL TECHNOLOG</td>
<td></td>
<td>$1,045.83</td>
<td></td>
</tr>
<tr>
<td></td>
<td>1957900 DYNASYSYSTEMS</td>
<td></td>
<td>$4,655.37</td>
<td></td>
</tr>
<tr>
<td></td>
<td>1701280 EAGLE RECOGNITION</td>
<td></td>
<td>$388.22</td>
<td></td>
</tr>
<tr>
<td></td>
<td>13733481 FSI INC</td>
<td></td>
<td>$178.23</td>
<td></td>
</tr>
<tr>
<td></td>
<td>580702 HERITAGE FOOD SERVICE EQUIPMEN</td>
<td></td>
<td>$311.60</td>
<td></td>
</tr>
<tr>
<td></td>
<td>1690746 I M C WASTE DISPOSAL INC</td>
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<td>$650.00</td>
<td></td>
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<tr>
<td></td>
<td>3271590 R R BRINK LOCKING SYSTEMS INC</td>
<td></td>
<td>$764.09</td>
<td></td>
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<tr>
<td></td>
<td>15506518 SPARTAN CHEMICAL COMPANY INC</td>
<td></td>
<td>$3,417.81</td>
<td></td>
</tr>
<tr>
<td></td>
<td>14439701 UNITED WASTE SOLUTIONS LLC</td>
<td></td>
<td>$109.70</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>11</td>
<td>$13,936.73</td>
<td>9.9%</td>
</tr>
<tr>
<td><strong>SDB &amp; WSB COMBINED</strong></td>
<td>7175760 DIXIE STEAM</td>
<td>1</td>
<td>$730.69</td>
<td>0.5%</td>
</tr>
<tr>
<td><strong>SBC &amp; WSB COMBINED</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>14726876 INTEGRATED IMAGE INC</td>
<td></td>
<td>$168.34</td>
<td></td>
</tr>
<tr>
<td></td>
<td>583470 MARKS PLUMBING PARTS</td>
<td>2</td>
<td>$1,287.00</td>
<td>0.8%</td>
</tr>
<tr>
<td>Grand Total for All Small Business Concerns</td>
<td></td>
<td>16</td>
<td>$22,122.54</td>
<td>15.71%</td>
</tr>
<tr>
<td>Grand Total for All Large Business Concerns</td>
<td></td>
<td>24</td>
<td>$113,715.27</td>
<td>64.29%</td>
</tr>
<tr>
<td>Vendor</td>
<td>VID#</td>
<td>Contact</td>
<td>Email-Notes</td>
<td>Commodity</td>
</tr>
<tr>
<td>---------------------------------------------</td>
<td>--------------</td>
<td>-----------------</td>
<td>---------------------------</td>
<td>----------------------------</td>
</tr>
<tr>
<td>Dallas Black Chamber of Commerce</td>
<td>N/A</td>
<td>Regina Gates</td>
<td>Sent 04/21/2010, 16:08AM</td>
<td>Trade Organization/Matchmaking Resource</td>
</tr>
<tr>
<td>Houston Hispanic Chamber of Commerce</td>
<td>N/A</td>
<td>Jorge Mancilla</td>
<td>Sent 04/21/2010, 10:17AM</td>
<td>Trade Organization/Matchmaking Resource</td>
</tr>
<tr>
<td>Women's Business Council</td>
<td>N/A</td>
<td>Maggie Newton</td>
<td>Sent 04/21/2010, 10:29AM</td>
<td>Trade Organization/Matchmaking Resource</td>
</tr>
<tr>
<td>Williams Office Products</td>
<td>175218891500</td>
<td>Mr. Doug Parsley</td>
<td>Sent 04/21/2010, 6:07PM</td>
<td>Office Supply</td>
</tr>
<tr>
<td>Medwaste Solutions</td>
<td>1752235503100</td>
<td>Maureen Brenner</td>
<td>Sent 04/21/2010, 5:35PM</td>
<td>Maintenance/Janitorial Supplies</td>
</tr>
<tr>
<td>Amarillo Industrial Supply</td>
<td>1206771366800</td>
<td>Christine Reeves</td>
<td>Sent 04/21/2010, 5:51PM</td>
<td>Industrial Supply</td>
</tr>
<tr>
<td>Joon Brown's Electric Services</td>
<td>343221648200</td>
<td>Joan Brown</td>
<td>Sent 04/21/2010, 8:03PM</td>
<td>Industrial Supply</td>
</tr>
<tr>
<td>FMW Distributors Inc.</td>
<td>1752516842700</td>
<td>Fran Whitehead</td>
<td>Sent 04/21/2010, 6:01PM</td>
<td>Industrial Supply</td>
</tr>
</tbody>
</table>
April 21, 2010

Reginald Gates
Dallas Black Chamber of Commerce

Re: Texas Department of Criminal Justice ("TDCJ") Request for Proposal (RFP)
-Corrections Facilities Management Services

Dear Mr. Gates,

As the oldest government contracting company in corrections management, Corrections Corporation of America ("CCA") has gained insightful experience into the process of identifying and seeking to establish relationships with minority, women and service-disabled veteran owned businesses as well as small disadvantaged businesses (SDB), HUB Zones, and businesses participating in the Small Business Association's 8(a) program. We recognize the importance of supporting diversity in our business strategies, relationships, and workforces. It is an ongoing endeavor that we continue to support and strive to improve upon.

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We are sending this outreach letter to you as your agency has been identified as a leading supplier matchmaking resource in the State of Texas. Our facility operations are extensive and our operational needs are wide and varied. We strive to support the businesses in the communities where we are located and have a strong commitment to diversity business development. We are requesting that you send us information about companies we should contact so we may consider them a possible source for products and/or services in the commodities listed below. I look forward to hearing from you. I must contact potential suppliers to verify qualifications no later than April 28, 2010.

Commodities:
- HVAC Repair and Maintenance services and/or supplies, Plumbing and Electrical services and/or supplies, and Pest Control Services.

Very truly yours,

Dawn M. Williams, MBA
Manager, Diversity Business Development
615-263-8613
dawn.williams@correctionscorp.com
Williams, Dawn

From: Williams, Dawn
Sent: Wednesday, April 21, 2010 10:08 AM
To: 'rgates@docc.org'
Subject: Assistance needed in identifying potential suppliers-DallasBlackCC
Attachments: TXStateJailTN-AgencyLetter.docx

Corrections Corporation of America is responding to a RFP issued by the Texas Department of Criminal Justice, to manage (5) correctional facilities. Your agency has been acknowledged as a source for identifying registered HUBs in the State of Texas. Please review the attached letter regarding our current need.

If interested, please respond by Wednesday April 28, 2010.

Thank you.

Dawn M. Williams, MBA
Manager, Diversity Business Development
Corrections Corporation of America, 10 Burton Hills Blvd. Nashville, TN 37215
O:815.585.7027 C:815.585.6917 F:815.585.6917
www.correctionscom.com
April 21, 2010

Jorge Mancilla
Houston Hispanic Chamber of Commerce

Re: Texas Department of Criminal Justice ("TDCJ") Request for Proposal (RFP)
Corrections Facilities Management Services

Dear Mr. Mancilla,

As the oldest government contracting company in corrections management, Corrections Corporation of America ("CCA") has gained insightful experience into the process of identifying and seeking to establish relationships with minority, women and service-disabled veteran owned businesses as well as small disadvantaged businesses (SDB), HUB Zone, and businesses participating in the Small Business Associations 8(a) program. We recognize the importance of supporting diversity in our business strategies, relationships, and workforce. It is an ongoing endeavor that we continue to support and strive to improve upon.

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Commodities:
- HVAC Repair and Maintenance services and/or supplies, Plumbing and Electrical services and/or supplies, and Pest Control Services.

Very truly yours,

Dawn M. Williams, MBA
Manager, Diversity Business Development
615-263-6813
dawn.williams@correctionscorp.com
From: Williams, Dawn
Sent: Wednesday, April 21, 2010 10:17 AM
To: 'jmanolila@houstonhispanicchamber.com'
Subject: Assistance needed in identifying potential suppliers-Houston Hispanic CC
Attachments: TXStateJailTN-AgencyLetter.docx

Corrections Corporation of America is responding to a RFP issued by the Texas Department of Criminal Justice, to manage (5) correctional facilities. Your agency has been acknowledged as a source for identifying registered HUBs in the State of Texas. Please review the attached letter regarding our current need.

If interested, please respond by Wednesday April 28, 2010.

Thank you.

Dawn M. Williams, MBA
Manager, Diversity Business Development
Corrections Corporation of America, 10 Burton Hills Blvd. Nashville, TN 37215
C-615.563.5615 C-615.565.7027 F-615.565.6917
America's Leader in Partnership Corrections
April 21, 2010

Maggie Newton,
Women's Business Council

Re: Texas Department of Criminal Justice ("TDCJ") Request for Proposal (RFP)
- Corrections Facilities Management Services

Dear Ms. Newton,

As the oldest government contracting company in corrections management, Corrections Corporation of America ("CCA") has gained insightful experience into the process of identifying and seeking to establish relationships with minority, women and service-disabled veteran owned businesses as well as small disadvantaged businesses (SDB), HUB Zone, and businesses participating in the Small Business Associations 8(a) program. We recognize the importance of supporting diversity in our business strategies, relationships, and workforce. It is an ongoing endeavor that we continue to support and strive to improve upon.

CCA is responding to a RFP issued by the Texas Department of Criminal Justice (TDCJ), to manage 5 corrections facilities. Combined, the facilities hold 7200+ inmates. TDCJ and CCA have a long standing relationship as we currently manage all of these facilities and 6 others in the state.

We are sending this outreach letter to you as your agency has been identified as a leading supplier matchmaking resource in the State of Texas. Our facility operations are extensive and our operational needs are wide and varied. We strive to support the businesses in the communities where we are located and have a strong commitment to diversity business development. We are requesting that you send us information about companies (with Statewide reach) we should contact so we may consider them a possible source for products and/or services in the commodities listed below. I look forward to hearing from you. I must contact potential suppliers to verify qualifications no later than April 28, 2010.

Commodities:
- HVAC Repair and Maintenance services and/or supplies, Plumbing and Electrical services and/or supplies, and Pest Control Services.

Very truly yours,

Dawn M. Williams, MBA
Manager, Diversity Business Development
615-263-6613
dawn.williams@correctionscorp.com
Corrections Corporation of America is responding to a RFP issued by the Texas Department of Criminal Justice, to manage (5) correctional facilities. Your agency has been acknowledged as a source for identifying registered HUBs in the State of Texas. Please review the attached letter regarding our current need.

If interested, please respond by Wednesday April 28, 2010.

Thank you.
HUB Subcontracting Plan (HSP)
Prime Contractor Progress Assessment Report

This form must be completed and submitted to the contracting agency each month to document compliance with your HSP.

Contract/Requisition Number: __________________________ Date of Award: __________________________ Object Code: __________________________

Contracting Agency/University Name: Texas Department of Criminal Justice

Contract Administrator Name: __________________________

Contractor (Company) Name: __________________________ State of Texas VID #: __________________________

Point of Contact: __________________________ Phone #: __________________________

Reporting (Month) Period: __________________________ Total Amount Paid this Reporting Period to Contractor: __________________________

Report HUB and Non-HUB subcontractor information

<table>
<thead>
<tr>
<th>Subcontractor's Name</th>
<th>Subcontractor's VID or HUB Certificate Number</th>
<th>*Texas Certified HUB? (Yes or No)</th>
<th>Total Contract $ Amount from HSP with Subcontractor</th>
<th>Total $ Amount Paid This Reporting Period to Subcontractor</th>
<th>Total Contract $ Amount Paid to Date to Subcontractor</th>
<th>Object Code (Agency Use Only)</th>
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**TOTALS:**

Signature: __________________________ Title: __________________________ Date: __________________________

*Note: Prime contractors can verify subcontractor HUB certification status on-line at http://www2.cps.state.tx.us/cmb/cmbhub.html*
<table>
<thead>
<tr>
<th><strong>STANDARD</strong></th>
<th><strong>ACCEPTABLE</strong></th>
<th><strong>UNACCEPTABLE</strong></th>
<th><strong>PAYMENT ADJUSTMENT CALCULATION</strong></th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Contractor shall accurately and completely report all Uses of Force, in accordance with TDCJ's Use of Force Plan. (Section C.5)</td>
<td>&lt; 5 Errors or omissions on a single Use of Force packet.</td>
<td>&gt; 5 Errors or omissions on a single Use of Force packet.</td>
<td>Reduce $20.00 for every 5 errors or omissions above the acceptable 5. Reduce $35.00 for each day the report is not accurate and complete.</td>
</tr>
<tr>
<td>2. Contractor shall submit all Uses of Force within 15 days of incident occurrence in accordance with TDCJ Policy.</td>
<td>≤ 15 Days</td>
<td>&gt; 15 Days</td>
<td>Reduce $35.00 for every day past the required 15 days.</td>
</tr>
<tr>
<td>3. Contractor shall make the initial notification to the Emergency Action Center (EAC) and appropriate TDCJ Staff (i.e. Contract Monitor) of all incidents within 3 hours of the incident in accordance with TDCJ Policy.</td>
<td>&lt; 3 hours from incident</td>
<td>&gt; 3 hours from incident</td>
<td>Reduce $100.00 for every 30 minute interval beyond the acceptable 3 hours (with a maximum of 6 intervals). Any notification received after this time will be reduced an additional $150.00.</td>
</tr>
<tr>
<td>4. Contractor shall send a preliminary written report to EAC and appropriate TDCJ Staff (i.e. Director of Operations Monitoring Section, Regional Contract Monitor Supervisor, Contract Monitor) within 3 hours following the initial notification of the incident.</td>
<td>&lt; 3 hours from initial notification</td>
<td>&gt; 3 hours from initial notification</td>
<td>Reduce $100.00 for every 30 minute interval beyond the acceptable 3 hours (with a maximum of 6 intervals). Any notification received after this time will be reduced an additional $150.00.</td>
</tr>
<tr>
<td>5. Contractor shall accurately and completely report all Administrative Review of Incident Reports.</td>
<td>&lt; 5 Errors or omissions on a single Administrative Review of Incident Report submitted.</td>
<td>&gt; 5 Errors or omissions on a single Administrative Review of Incident Report submitted.</td>
<td>Reduce $20.00 for every 5 errors or omissions above the acceptable 5. Reduce $35.00 for each day the report is not accurate and complete.</td>
</tr>
<tr>
<td>6. Contractor shall submit all Administrative Review of Incident Reports to the designated TDCJ staff within 10 working days (Monday-Friday, excluding Texas state holidays as defined by the legislature) of incident occurrence in accordance with TDCJ Policy.</td>
<td>≤ 10 Working Days</td>
<td>&gt; 10 Working Days</td>
<td>Reduce $35.00 for every day past the acceptable 10 working days.</td>
</tr>
<tr>
<td>7. Contractor shall process offender disciplinary cases in accordance with TDCJ Disciplinary policy to ensure cases do not lapse. (Section C.24.22)</td>
<td>≤ 1% Offender disciplinary cases lapsed on a monthly basis.</td>
<td>&gt; 1% Offender disciplinary cases lapsed on a monthly basis.</td>
<td>Reduce $60.00 for every percentage above 1%.</td>
</tr>
<tr>
<td>8. Contractor shall process all disciplinary cases to ensure a satisfactory completion ratio (good/bad) not to exceed a 90/10 ratio.</td>
<td>≤ 10%</td>
<td>&gt; 10%</td>
<td>Reduce $60.00 for every percentage above 10%.</td>
</tr>
<tr>
<td>STANDARD</td>
<td>ACCEPTABLE</td>
<td>UNACCEPTABLE</td>
<td>PAYMENT ADJUSTMENT CALCULATION</td>
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<td>-------------------------------------------------------------------------</td>
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<td>------------------------------------------------------------------------------</td>
<td>-------------------------------------------------------------------------------------------------</td>
</tr>
<tr>
<td>9. Contractor shall staff all positions with fully qualified employees, including special certification and licenses where applicable, as directed in Section C.4.2.A.</td>
<td>a. ≤ 60 calendar days for Non-Uniformed positions not requiring Pre-Service per AD-12.20 or security supervisor/administrator positions identified in C.4.2.E.</td>
<td>a. &gt; 60 calendar days for Non-Uniformed positions not requiring Pre-Service per AD-12.20 or security supervisor/administrator positions identified in C.4.2.E.</td>
<td>Reduce by an average daily salary (see Exhibit J.6.a) for each calendar day a position is vacant in excess of 60 or 90 calendar days as applicable when a vacancy exceeds the calendar day acceptable allowance for filling a position.</td>
</tr>
<tr>
<td>10. Contractor shall follow all requirements in Section C.4.2. including background check prior to initial employment, the re-hiring of staff, annual background checks and an employee needing approval to return to work after being arrested, indicted or charged with a criminal offense.</td>
<td>100%</td>
<td>&lt;100%</td>
<td>Reduce $50.00 per day.</td>
</tr>
<tr>
<td>11. Contractor shall obtain from TDCJ and maintain a copy in employee files, prior written approval to hire all Upper-Level Management staff as directed in Section H.6.</td>
<td>100%</td>
<td>&lt;100%</td>
<td>Reduce by an average daily salary for each day the position was filled with a non-approved individual.</td>
</tr>
<tr>
<td>12. Contractor shall maintain valid current insurance policies as directed in Section H.1</td>
<td>Valid current insurance policies.</td>
<td>Lapsed policy or policy not meeting Section H.1 requirements.</td>
<td>Reduce $1,000.00 per calendar day for which mandated insurance coverage was not in effect. Facility has 20 days to cure before this becomes an Event of Default per Section I.3.</td>
</tr>
<tr>
<td>13. Contractor shall achieve and/or maintain ACA accreditation throughout the Contract as directed in Section C.7.</td>
<td>Accreditation achieved and/or continuously maintained throughout the Contract.</td>
<td>Accreditation not achieved and/or maintained throughout the Contract.</td>
<td>Reduce $500.00 for each calendar day that certification fails to be achieved and/or maintained throughout the Contract. Facility has 20 days to cure before this becomes an Event of Default per Section I.3.</td>
</tr>
<tr>
<td>14. In the absence of the teacher, educational services must continue to be provided by a qualified substitute as directed in Section C.4.8.D.</td>
<td>Qualified substitutes provided coverage for educational programs.</td>
<td>Classes were either cancelled, were conducted by an unqualified substitute or an employee assigned to another post.</td>
<td>Reduce $150.00 for each day that a class did not have a qualified substitute provide instruction.</td>
</tr>
<tr>
<td>15. Contractor shall deploy staff to all security supervisor and security officer posts as directed in Section C.4.2.A and Staffing Plan (Exhibit J.8)</td>
<td>100% of security supervisor and security officer posts are manned.</td>
<td>Less than 100% of security supervisor and security officer posts are manned.</td>
<td>Reduce $40.00 for a post not manned. Reduce $50.00 for a post not manned by a qualified fully trained staff.</td>
</tr>
<tr>
<td>STANDARD</td>
<td>ACCEPTABLE</td>
<td>UNACCEPTABLE</td>
<td>PAYMENT ADJUSTMENT CALCULATION</td>
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<tr>
<td>16. Contractor shall submit a written response to TDCJ detailing the corrective action taken to address any items of non-compliance within twenty (20) days of receiving written notice of the item from TDCJ. If any items of non-compliance are not verified as corrected by the Contract Monitor, the Contractor shall be notified in writing of the remaining item(s) of non-compliance and the Contractor shall submit an immediate subsequent written response to TDCJ. (Section E.1.D)</td>
<td>&lt; 20 Calendar Days from the first response &lt; 3 Calendar Days for subsequent response(s) Corrective action taken by the Contractor, as reported in its initial and/or subsequent written response(s), to address each item of non-compliance is verified as operational by the Contract Monitor.</td>
<td>&gt; 20 Calendar Days from the first response &gt; 3 Calendar Days for subsequent response(s) Corrective action taken, as reported in the Contractor’s initial and/or subsequent written response, for each item of non-compliance cannot be verified as operational by the Contract Monitor.</td>
<td>TDCJ shall utilize Section G.4.7, Withholding of Payment for each day the response is past the acceptable number. This reduction shall range from $195.00 per day to withholding the Monthly Contractor Payment, based on the decision of the TDCJ-PFCMOD Director.</td>
</tr>
<tr>
<td>17. Contractor shall ensure any Offenders released from custody are eligible and approved for release in accordance with all applicable TDCJ policy and procedures.</td>
<td>No erroneous release of Offenders.</td>
<td>Any erroneous release of an Offender.</td>
<td>Reduce $5,000.00 for each erroneous release. Reduce $500.00 for each calendar day the Offender remains out of custody, at the discretion of the TDCJ-PFCMOD Director.</td>
</tr>
</tbody>
</table>

From time to time throughout the term of this Contract TDCJ may temporarily suspend some or all of the payment adjustments identified in the above table. Decisions to suspend payment adjustments will be made by the TDCJ-PFCMOD Director and will be conveyed to the Contractor by letter. Decisions and notifications to reinstate payment adjustments will be handled in a similar manner.
## Average Daily Salary Schedule

<table>
<thead>
<tr>
<th>Position Description</th>
<th>Year 1</th>
<th>Year 2</th>
<th>Year 3</th>
<th>Option Period 1</th>
<th>Year 1</th>
<th>Year 2</th>
<th>Year 1</th>
<th>Year 2</th>
<th>Option Period 2</th>
<th>Year 1</th>
<th>Year 2</th>
</tr>
</thead>
<tbody>
<tr>
<td>Warden / Asst Warden</td>
<td>$ 265</td>
<td>$ 273</td>
<td>$ 282</td>
<td>$ 290</td>
<td>$ 299</td>
<td>$ 308</td>
<td>$ 317</td>
<td></td>
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<tr>
<td>Admin Asst / Secretary / Clerk / Receptionist</td>
<td>$ 109</td>
<td>$ 112</td>
<td>$ 116</td>
<td>$ 119</td>
<td>$ 123</td>
<td>$ 126</td>
<td>$ 130</td>
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<tr>
<td>Business Manager / Bookkeeper / Personnel</td>
<td>$ 170</td>
<td>$ 175</td>
<td>$ 180</td>
<td>$ 186</td>
<td>$ 191</td>
<td>$ 197</td>
<td>$ 203</td>
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<tr>
<td>Mailroom Supervisor</td>
<td>$ 95</td>
<td>$ 98</td>
<td>$ 101</td>
<td>$ 104</td>
<td>$ 107</td>
<td>$ 110</td>
<td>$ 114</td>
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<tr>
<td>Safety Officer / Coordinator - Grievance, Training &amp; Compliance</td>
<td>$ 122</td>
<td>$ 126</td>
<td>$ 130</td>
<td>$ 134</td>
<td>$ 138</td>
<td>$ 142</td>
<td>$ 146</td>
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<tr>
<td>Security Supervisors / Unit Manager</td>
<td>$ 136</td>
<td>$ 140</td>
<td>$ 144</td>
<td>$ 149</td>
<td>$ 153</td>
<td>$ 158</td>
<td>$ 163</td>
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<tr>
<td>Security Officer</td>
<td>$ 116</td>
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<td>$ 123</td>
<td>$ 126</td>
<td>$ 130</td>
<td>$ 134</td>
<td>$ 138</td>
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<tr>
<td>Unit Support</td>
<td>$ 122</td>
<td>$ 126</td>
<td>$ 130</td>
<td>$ 134</td>
<td>$ 138</td>
<td>$ 142</td>
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<tr>
<td>Education</td>
<td>$ 204</td>
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<td>$ 223</td>
<td>$ 230</td>
<td>$ 237</td>
<td>$ 244</td>
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STATE-OWNED EQUIPMENT (SOE)

Replacement Cost of $25,000 or Over

TDCJ shall be responsible for the replacement cost of equipment or systems* that are inoperable beyond repair with equipment having like functional ability, life expectancy and quality, as determined by TDCJ. Equipment shall be properly maintained by the Contractor as determined by TDCJ. The Contractor shall be responsible for all repair/replacement costs for equipment that results from improper preventive maintenance or lack of corrective maintenance as determined by TDCJ. Components of a system or physical structure requiring replacement as determined by TDCJ and costing under $25,000 shall be replaced by the Contractor. The Contractor shall be responsible for all repair/replacement costs for equipment allowed to deteriorate as determined by TDCJ.

Replacement Cost under $25,000

With prior TDCJ-PFCMOD approval, State-Owned Equipment shall be replaced by the Contractor with similar items approved by TDCJ or with dissimilar items with the same cost value as the replaced item. Similar items shall have the same functional features but do not have to be the same dollar value.

*Note: Specific systems include but are not limited to computer network, cable installation, door locks, fire alarm, motion detection, outdoor lighting, surveillance (CCTV), and telephone.
TEXAS DEPARTMENT OF CRIMINAL JUSTICE

EXAMPLES OF FILES, RECORDS AND LOGS RECOMMENDED FOR RETENTION

1. Pre-Hearing Detention (PHD) Log.
4. Copies of Major and Minor UOF Reports dated back to last TDCJ notice of destruction E-mail.
5. Grievance Log (TDCJ Mainframe Database and hard copy).
6. Unit copies of Step 1 Grievances (with supporting investigative documents).
7. Tracking Rosters (TDCJ Mainframe Database and Unit original Turn Out Rosters.
8. Administrative Segregation Sign In/Out Visitor Log.
9. Medical Visitation to Administrative Segregation Documentation.
11. Sick Call Request Logs.
12. Sick Call Requests.
13. Law Library Logs.
14. Notary Log (regardless if employee is in capacity).
16. Pre-Service Training Record TNG-100 and In-Service Training Record TNG-99.
17. Material Safety Data Sheets for all chemicals previously/currently used.
18. Food Service Records (To include Daily Cook’s Worksheets and menus).
20. Unit copies of Open Record Request.
24. AD-91 form Offender Property Tag (confiscated).
25. Use of Force Equipment Inventory Log.
27. Use of Force Equipment Maintenance Records.
28. Key/Lock Destruction Logs.
29. Key Inventory Records.
30. Tool Destruction Log.
31. Offender Unit Classification Files.
32. Offender (individual) Medical File.
33. Non-TDCJ Mainframe Database and hard copy of Offender Information (Project Rio, Education, Medical, etc.).
34. Any Non-TDCJ Computer Database and hard copies of Maintenance information (Work orders, yearly Logs, and equipment cards).
35. Non-TDCJ Mainframe Database and hard copy of State Owned Equipment Inventory.
36. Manuals/Warranty Information for State Owned equipment.
37. Employee background investigation Reports (if completed).
38. Employee fingerprint cards (original).
40. Offender Injury Reports.
41. Offender Recreation Logs.
42. Craft Shop Records/Reports (Piddler list, approved vendors, etc. if operating a craft shop)
43. Daily Shift Rosters (Previous 90 Days).
44. Daily Activity Logs.
45. Daily Visitor Sign In/Out Records (non-offender visitors).
46. Daily In/Out Vehicle Log.
47. Medical Biohazard Log.
49. All Medical Monthly Reports.
50. Medical Infection Control Log.
51. Educational past/current Curriculum Plans (Past 3 years and current year)
52. Blueprints, "As Built" Drawings.
53. Personal Protective Equipment Inventories (State-owned equipments)
54. Comprehensive Inspection Reports
55. Evacuation Plans
56. Fire Watch Plans (if applicable)
57. Workplace Chemical List (Tier II Reporting)
58. Disaster Preparedness and Recovery Plans
59. Classification Committee Dockets
60. Offender Protection Logs
61. Audio Cassette Recordings of Major Disciplinary Hearings (2 years)
62. Disciplinary System (DIDO) Management Screen Reports (2 years)
63. Daily Packet and Weapons Log
64. Pepper Fogger Log
65. Disciplinary Cases (Guilty) – See TDCJ Records Retention Schedule
66. Employee Return to Work Approvals (Criminal offense charge, arrest, conviction, indictment)

Notes:

1. This above list includes examples and is not all inclusive.

2. Contractor shall comply with TDCJ Records Retention Schedule as well as retention requirements identified in TDCJ policy.

3. During the term of this Contract, additional files, records and logs may be identified for retention at the sole discretion of TDCJ.
Texas Department of Criminal Justice

Job Description Minimum Qualifications
For TDCJ Positions Listed Below
(Prepared by Employee Classification-Human Resources Division/February 2008)

ADMINISTRATION

Warden I

Sixty semester hours from a college or university accredited by an organization recognized by the Council for Higher Education Accreditation (CHEA). An additional thirty semester hours from an accredited college or university may be substituted for one year of non-supervisory experience. A Bachelor’s degree in Criminal Justice or a related field from an accredited college or university may be substituted for two years of the required non-supervisory experience.

Ten years full-time, wage-earning adult correctional custody or adult criminal justice program administration experience to include six years in the supervision of employees.

Warden II

Sixty semester hours from a college or university accredited by an organization recognized by the Council for Higher Education Accreditation (CHEA). An additional thirty semester hours from an accredited college or university may be substituted for one year of non-supervisory experience. A Bachelor’s degree in Criminal Justice or a related field from an accredited college or university may be substituted for two years of the required non-supervisory experience.

Eleven years full-time, wage-earning adult correctional custody or adult criminal justice program administration experience to include seven years in the supervision of employees.

Assistant Warden

Thirty semester hours from a college or university accredited by an organization recognized by the Council for Higher Education Accreditation (CHEA). Each additional thirty semester hours from an accredited college or university may be substituted for one year of non-supervisory experience with a maximum substitution of two years. A Bachelor’s degree in Criminal Justice or a related field from an accredited college or university may be substituted for three years of the required non-supervisory experience.

Nine years full-time, wage-earning adult correctional custody or adult criminal justice program administration experience to include five years in the supervision of employees.
Administrative Assistant III
Mail Room Supervisor

Graduation from an accredited senior high school or equivalent or GED.

Two years full-time, wage-earning mail room operations experience or three years full-time, wage-earning correctional unit operations experience.

(No Change)

Risk Manager
(Safety Officer I)

Graduation from an accredited senior high school or equivalent or GED.

One year full-time, wage-earning experience in risk management or a related field (e.g., loss control, environmental engineering, environmental science, occupational safety or industrial hygiene). Thirty semester hours from a college or university accredited by an organization recognized by the Council for Higher Education Accreditation (CHEA) to include six semester hours in a risk management related field may be substituted for each year of experience on a year-for-year basis.

or

Successful completion of the Alternate Unit Risk Manager (AURM) certification program or Collateral Duty Safety Officer (CDSO) certification program and one year full-time, wage-earning criminal justice experience.

Investigator II
Grievance Coordinator

Bachelor's degree from a college or university accredited by an organization recognized by the Council for Higher Education Accreditation (CHEA). Major course work in Criminal Justice, a Behavioral Science, or a related field preferred. Each year of full-time, wage earning criminal justice experience may be substituted for thirty semester hours from an accredited college or university on a year-for-year basis.

(No Change)

SECURITY SUPERVISORS

Major

Graduation from an accredited senior high school or equivalent or GED.

Six years full-time, wage-earning correctional custody or law enforcement experience to include three years in the supervision of employees. Operational Review Sergeant or Security Threat Group Sergeant experience may be substituted for supervisory experience for a maximum substitution of one year. At least one year of the supervisory experience must be as a mid-level manager (supervisor of supervisors). Thirty semester hours with a minimum of six semester hours in Criminal Justice from a college or university accredited by an organization recognized by the Council for Higher Education Accreditation (CHEA) may be substituted for one year of the non-supervisory experience for a maximum substitution of one year.
Captain

Graduation from an accredited senior high school or equivalent or GED.

Four years full-time, wage-earning correctional custody or law enforcement experience to include two years in the supervision of employees. Operational Review Sergeant or Security Threat Group Sergeant experience may be substituted for supervisory experience for a maximum substitution of one year. At least one year of the supervisory experience must be as a mid-level manager (supervisor of supervisors). Thirty semester hours with a minimum of six semester hours in Criminal Justice from a college or university accredited by an organization recognized by the Council for Higher Education Accreditation (CHEA) may be substituted for one year of non-supervisory experience for a maximum substitution of one year.

Disciplinary Hearing Officer

Graduation from an accredited senior high school or equivalent or GED.

Four years full-time, wage-earning correctional custody or law enforcement experience to include two years in the supervision of employees. Operational Review Sergeant or Security Threat Group Sergeant experience may be substituted for supervisory experience for a maximum substitution of one year. At least one year of the supervisory experience must be as a mid-level manager (supervisor of supervisors). Thirty semester hours with a minimum of six semester hours in Criminal Justice from a college or university accredited by an organization recognized by the Council for Higher Education Accreditation (CHEA) may be substituted for one year of non-supervisory experience for a maximum substitution of one year.

Lieutenant

Graduation from an accredited senior high school or equivalent or GED.

Three years full-time, wage-earning correctional custody or law enforcement experience to include one year in the supervision of employees. Operational Review Sergeant or Security Threat Group Sergeant experience may be substituted for supervisory experience for a maximum substitution of one year. Thirty semester hours with a minimum of six semester hours in Criminal Justice from a college or university accredited by an organization recognized by the Council for Higher Education Accreditation (CHEA) may be substituted for one year of non-supervisory experience for a maximum substitution of one year.

Sergeant

Graduation from an accredited senior high school or equivalent or GED.

Two years full-time, wage-earning correctional custody or law enforcement experience.

(No Change)
SECURITY OFFICERS

Correctional Officer I
Graduation from an accredited senior high school or equivalent or GED.

Continued employment is contingent upon passing exams and skill tests in the TDCJ Correctional Officer Pre-service Training Academy.

Law Library Officer
(Librarian II)
Graduation from an accredited senior high school or equivalent or GED.

Two years full-time, wage-earning criminal justice or library experience. Thirty semester hours from a college or university accredited by an organization recognized by the Council for Higher Education Accreditation (CHEA) may be substituted for each year of experience on a year-for-year basis.

(No Change)

Laundry Manager IV
Bachelor’s degree from a college or university accredited by an organization recognized by the Council for Higher Education Accreditation (CHEA). Major course work in Business Administration, Public Administration, Hotel or Restaurant Management, or a related field preferred. Each year of experience as described below in excess of the required one year may be substituted for thirty semester hours from an accredited college or university on a year-for-year basis.

Equivalent technical or trade school courses in the field of culinary, hotel, or restaurant management may be substituted for thirty semester hours from an accredited college or university on a year-for-year basis.

One year full-time, wage-earning correctional, commercial, or institutional laundry experience.

Laundry Manager III
Graduation from an accredited senior high school or equivalent or GED.

One year full-time, wage-earning experience in the operation of a commercial or institutional laundry or one year full-time, wage-earning experience in supply to include purchasing or inventory and stock control. Thirty semester hours from a college or university accredited by an organization recognized by the Council for Higher Education Accreditation (CHEA) may be substituted for six months of the required supply experience or eighteen months full-time, wage-earning correctional custody or law enforcement experience.

(No Change)
UNIT SUPPORT/PROGRAMS

Food Service Manager IV
Bachelor's degree from a college or university accredited by an organization recognized by the Council for Higher Education Accreditation (CHEA). Major course work in Business Administration, Food Service Management, Hotel or Restaurant Management, or a related field preferred. Each year of experience as described below in excess of the required one year may be substituted for thirty semester hours from an accredited college or university on a year-for-year basis.

Equivalent technical or trade school courses in the field of culinary, hotel, or restaurant management may be substituted for thirty semester hours from an accredited college or university on a year-for-year basis.

One year full-time, wage-earning experience in correctional, commercial, or institutional food service preparation or management.

One year full-time, wage-earning experience in the supervision of employees.

(No Change)

Food Service Manager III
Graduation from an accredited senior high school or equivalent or GED.

One year full-time, wage-earning food preparation or food service management experience or eighteen months of correctional custody or law enforcement experience.

Inventory Coordinator II
Graduation from an accredited senior high school or equivalent or GED.

Commissary Manager
(Inventory & Store Spec III)
Three years full-time, wage-earning commissary or retail sales experience to include merchandise sales or two years full-time, wage-earning commissary or retail sales experience to include merchandise sales and one year full-time, wage-earning correctional custody or law enforcement experience.

(No Change)
Program Administrator III
Maintenance Supervisor
(Program Specialist II-Unit Maintenance Supervisor)

Bachelor’s degree from a college or university accredited by an organization recognized by the Council for Higher Education Accreditation (CHEA). Major course work in Criminal Justice, Public Administration, Management, or a related field preferred. Each year of experience as described below in excess of the required four years may be substituted for thirty semester hours from an accredited college or university on a year-for-year basis.

Four years full-time, wage-earning facilities maintenance administration, facilities maintenance, construction, or construction administration experience.

Two years full-time, wage-earning experience in the supervision of employees or offenders.

Maintenance Supervisor V
(Maintenance Supervisor IV)

Graduation from an accredited senior high school or equivalent or GED.

Six years full-time, wage-earning facilities maintenance, construction, or facilities maintenance administration experience. Technical or trade school courses in a maintenance or construction related field may be substituted on a year-for-year basis for a maximum substitution of two years.

(No Change)

Maintenance Supervisor IV
(Maintenance Supervisor III)

Graduation from an accredited senior high school or equivalent or GED.

Five years full-time, wage-earning experience in general maintenance or construction. Technical or trade school courses in a maintenance or construction related field may be substituted on a year-for-year basis for a maximum substitution of two years.

(No Change)

Count Room Coordinator
(Administrative Assistant III)

Bachelor’s degree from a college or university accredited by an organization recognized by the Council for Higher Education Accreditation (CHEA). Major course work in Business Administration, Public Administration, or a related field preferred. Each year of experience as described below in excess of the required one year may be substituted for thirty semester hours from an accredited college or university on a year-for-year basis.

One year full-time, wage-earning clerical, secretarial, administrative support, or technical program support experience.
Counsel Substitute I

Graduation from an accredited senior high school or equivalent or GED.

Three months full-time, wage-earning offender discipline experience or two years full-time, wage-earning criminal justice experience. Thirty semester hours from a college or university accredited by an organization recognized by the Council for Higher Education Accreditation (CHEA) may be substituted for each year of experience on a year-for-year basis.

Substance Abuse Counselor I

Graduation from an accredited senior high school or equivalent or GED and a letter of registration as a Counselor Intern from DSHS or 270 classroom hours of counselor education that meets the standards of the Texas Certification Board of Addiction Professionals or associate's degree in Substance Abuse, Chemical Dependency Counseling, Mental Health, or Human Services from a college or university accredited by an organization recognized by the Council for Higher Education Accreditation (CHEA) and a letter of registration as a Counselor Intern from DSHS or 200 classroom hours of counselor education that meets the standards of the Texas Certification Board of Addiction Professionals or

bachelor's degree in Human Services or a Behavioral Science related to human development and human services delivery to include Psychology, Sociology, Criminal Justice, Social Work, Counseling, or a related field from a college or university accredited by an organization recognized by CHEA and a letter of registration as a Counselor Intern from DSHS or 150 classroom hours of counselor education that meets the standards of the Texas Certification Board of Addiction Professionals or

master's degree in Human Services or a Behavioral Science related to human development and human services delivery to include Psychology, Sociology, Criminal Justice, Social Work, Counseling, or a related field from a college or university accredited by an organization recognized by CHEA and a letter of registration as a Counselor Intern from DSHS or 100 classroom hours of counselor education that meets the standards of the Texas Certification Board of Addiction Professionals or

doctorate's degree in Human Services or a Behavioral Science related to human development and human services delivery to include Psychology, Sociology, Criminal Justice, Social Work, Counseling, or a related field from a college or university accredited by an organization recognized by CHEA and a letter of registration as a Counselor Intern from DSHS or 60 classroom hours of counselor education that meets the standards of the Texas Certification Board of Addiction Professionals.

Applicants who meet the requirements listed above must obtain the Licensed Chemical Dependency Counselor license or Certified Criminal Justice Professional certification within five years of date of employment.
Administrative Assistant IV
Diagnostic Intake Coordinator

Bachelor's degree from a college or university accredited by an organization recognized by the Council for Higher Education Accreditation (CHEA). Major course work in Criminal Justice, a Behavioral Science, Business Administration, or a related field preferred. Each year of experience as described below in excess of the required two years may be substituted for thirty semester hours from an accredited college or university on a year-for-year basis.

Two years full-time, wage-earning criminal justice experience.

(No Change)

Administrative Assistant III
Diagnostic Interviewer

Bachelor's degree from a college or university accredited by an organization recognized by the Council for Higher Education Accreditation (CHEA). Major course work in Business Administration, Criminal Justice, a Behavioral Science, or a related field preferred. Each year of experience as described below in excess of the required one year may be substituted for thirty semester hours from an accredited college or university on a year-for-year basis.

One year full-time, wage-earning criminal justice experience.

(No Change)

Administrative Assistant II
Diagnostic Intake Photo & ID

Graduation from an accredited senior high school or equivalent or GED.

Three years full-time, wage-earning criminal justice experience. Thirty semester hours from a college or university accredited by an organization recognized by the Council for Higher Education Accreditation (CHEA) may be substituted for each year of experience on a year-for-year basis for a maximum substitution of two years.

(No Change)
Master's degree from a seminary accredited by an organization recognized by the Council for Higher Education Accreditation (CHEA) with a major in Divinity or Religious Studies and two years full-time, wage-earning ministerial experience or two years full-time, wage-earning experience as an ordained Catholic Deacon or equivalent with documentation from supervising clergy or bishop. Written ecclesiastical endorsement by the applicable religious authority.

or

bachelor’s degree from a college or university accredited by an organization recognized by CHEA with a major in Behavioral Science or a related field preferred and four years full-time, wage-earning ministerial experience or four years full-time, wage-earning experience as an ordained Catholic Deacon or equivalent with documentation from supervising clergy or bishop. Each year of experience as described in excess of the required four years of ministerial experience or four years as an ordained Catholic Deacon or equivalent may be substituted for thirty semester hours from an accredited college or university on a year-for-year basis. Written ecclesiastical endorsement by the applicable religious authority.

or

graduation from an accredited senior high school or equivalent or GED and eight years full-time, wage-earning ministerial experience or eight years full-time, wage-earning experience as an ordained Catholic Deacon or equivalent with documentation from supervising clergy or bishop. Thirty semester hours from a college or university accredited by CHEA may be substituted for one year of experience on a year-for-year basis. Written ecclesiastical endorsement by the applicable religious authority.

(No Change)

Sixty hours from a college or university accredited by an organization recognized by the Council for Higher Education Accreditation (CHEA). Major course work in a Behavioral Science, Criminal Justice, or a related field preferred. Each year of experience as described below in excess of the required three years may be substituted for thirty semester hours from an accredited college or university on a year-for-year basis.

Three years full-time, wage-earning correctional custody, law enforcement, offender case management, or correctional unit operations experience.

(No Change)
Case Manager II  
Counselor  
Sixty hours from a college or university accredited by an organization recognized by the Council for Higher Education Accreditation (CHEA). Major course work in a Behavioral Science, Criminal Justice, or a related field preferred. Each year of experience as described below in excess of the required two years may be substituted for thirty semester hours from an accredited college or university on a year-for-year basis.

Two years full-time, wage-earning correctional custody, law enforcement, offender case management, or correctional unit operations experience.

(No Change)

EDUCATION  
Windham School District Positions

Principal  
Consistent with Texas Administrative Code, Title 19, Part 2, Chapter 89, Subchapter B, Rule 89.25, Adult Basic and Secondary Education.

Education Counselor  
Consistent with Texas Administrative Code, Title 19, Part 2, Chapter 89, Subchapter B, Rule 89.25, Adult Basic and Secondary Education.

Academic Instructor  
Consistent with Texas Administrative Code, Title 19, Part 2, Chapter 89, Subchapter B, Rule 89.25, Adult Basic and Secondary Education.

Academic Instructor  
Life Skills  
Consistent with Texas Administrative Code, Title 19, Part 2, Chapter 89, Subchapter B, Rule 89.25, Adult Basic and Secondary Education. Certification shall include current SBEC certification.
Vocational Instructor

Vocational Teachers must have five years of full-time, wage earning experience in the approved occupation for which instruction is offered and a high school diploma from an accredited high school or hold a GED; or three years of full-time, wage earning experience in the approved occupation for which instruction is offered and a Bachelor's degree from an accredited college/university. All work experience must be verified by a Statement of Qualifications (SOQ) and approved by WSD.

- For business computer courses (not computer maintenance), the teacher applicant must have a Bachelor's degree from an accredited college/university in business or computers, or a Bachelor's degree in any field and 18 hours of business courses and three years of work experience.

- For Horticulture Courses, the teacher must hold a bachelor's degree in Agriculture and have three years of full-time wage-earning experience in Horticulture.

- For Landscape Design, Construction, and Maintenance Courses, the teacher must hold a Bachelor's degree in Agriculture and have three years of full-time wage-earning experience in landscape or related field.

Administrative Assistant

Project RIO

Consistent with Texas Administrative Code, Title 19, Part 2, Chapter 89, Subchapter B, Rule 89.25, Adult Basic and Secondary Education.

Library Aide

Consistent with Texas Administrative Code, Title 19, Part 2, Chapter 89, Subchapter B, Rule 89.25, Adult Basic and Secondary Education.

Secretary

Consistent with Texas Administrative Code, Title 19, Part 2, Chapter 89, Subchapter B, Rule 89.25, Adult Basic and Secondary Education.

Diagnosticians

Consistent with Texas Administrative Code, Title 19, Part 2, Chapter 89, Subchapter B, Rule 89.25, Adult Basic and Secondary Education.

Librarian

Consistent with Texas Administrative Code, Title 19, Part 2, Chapter 89, Subchapter B, Rule 89.25, Adult Basic and Secondary Education.

Substitute Instructor

Staffing requirement shall be a minimum of a high school diploma or GED.
REVENUE IDENTIFICATION FORM

INDICATE BELOW THE SOURCE OF THE RETURNED MONEY:

TELEPHONE REVENUE $__________________

COMMISSARY PROFITS $__________________

VENDING REVENUE $__________________

TOTAL $__________________

CONTRACTOR'S NAME: ____________________________

CONTRACT NUMBER: ____________________________

FACILITY TYPE: ____________________
(EXAMPLE: Correctional Center, State Jail, Intermediate Sanction Facility, Pre-Parole Transfer Facility, Halfway House etc.)

LOCATION (CITY): ____________________________

COMPLETE THE FORM AND RETURN ALONG WITH THE CHECK(S) AND ANY OTHER SUPPORTING DOCUMENTATION TO:

TDCJ CASHIER'S OFFICE
P.O. BOX 4015
HUNTSVILLE, TX 77342-4015

IF ASSISTANCE IS REQUIRED, CONTACT LOIS STEHLIK AT (936) 437-6248.
SECTION K - REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS

K.1 HISTORICALLY UNDERUTILIZED BUSINESS (HUB) REPRESENTATION

K.1.1 Definition

A. "Historically Underutilized Business" means an entity with its principal place of business in this State that is:

1. A corporation formed for the purpose of making a profit in which fifty-one (51) percent or more of all classes of the shares of stock or other equitable securities are owned by one or more economically disadvantaged persons who have a proportionate interest and actively participate in the corporation's control, operation and management;

2. A sole proprietorship created for the purpose of making a profit that is completely owned, operated and controlled by an economically disadvantaged person;

3. A partnership formed for the purpose of making a profit in which fifty-one (51) percent or more of the assets and interest in the partnership are owned by one or more economically disadvantaged persons who have a proportionate interest and actively participate in the partnership's control, operation, and management;

4. A joint venture in which each entity in the venture is a historically underutilized business, as determined under another paragraph of this subdivision; or

5. A supplier Contract between a historically underutilized business as determined under another paragraph of this subdivision and a prime Offeror under which the historically underutilized business is directly involved in the manufacture or distribution of the goods or otherwise warehouses and ships the goods.

B. "Economically disadvantaged person" means a person who is economically disadvantaged because of the person's identification as a member of a certain group including Black Americans, Hispanic Americans, Women, Asian Pacific Americans and Native Americans and who has suffered the effects of discriminatory practices or other similar insidious circumstances over which the person has no control.

K.1.2 Representation

The Offeror represents and certifies as part of its offer that it [ ] is, or [X] is not, a HUB certified by the Texas Procurement and Support Services (TPASS).

K.2 CHILD SUPPORT REPRESENTATION

A. Under Section 231.006 of the Texas Family Code a child support obligor who is more than thirty (30) days delinquent in paying child support and a business entity in which the obligor is a sole proprietor, partner, shareholder or owner with an ownership interest of at least 25% is not eligible to receive payments from State funds under a Contract to provide property, materials or services.
B. Governmental entities and any business entity, including a non-profit corporation, that does not have a majority shareholder who is a natural person capable of being a child support obligor, are not subject to Section 231.006.

Check ONE:

X Offeror DOES NOT have a sole proprietor, majority stockholder or substantial owner who is a natural person capable of being a child support obligor therefore IS NOT subject to Section 231.006.

Offeror DOES have a sole proprietor, majority stockholder or substantial owner who is a natural person capable of being a child support obligor therefore IS subject to Section 231.006.

If subject to Section 231.006, an offer must include names and social security numbers of each person with at least a 25% ownership of the business entity submitting offer.

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Offeror certifies that the individual or business entity named in this offer is not ineligible to receive the specified Payments and acknowledges that any resultant Contract may be terminated and Payment may be withheld if this certification is inaccurate.

K.3 FRANCHISE TAX REPRESENTATION

The Offeror represents and certifies, as part of its offer that it is not currently delinquent in the payment of any franchise tax owed the State of Texas.

K.4 TYPE OF BUSINESS ORGANIZATION

The Offeror, by checking the applicable box, represents that:

A. It operates as [X] a corporation incorporated under the laws of the State of Maryland, [ ] an individual, [ ] a partnership, [ ] a nonprofit organization or [ ] a joint venture; or

B. If the Offeror is a foreign entity, it operates as [ ] an individual, [ ] a partnership, [ ] a nonprofit organization, [ ] a joint venture, or [ ] a corporation, registered for business in ____________________ (country).

K.5 PREFERENCE CLAIM

In accordance with Texas Administrative Code 34 (TAC) Rule 20.38, the Offeror shall check below if claiming a preference. If the appropriate line is not marked, a preference will not be granted unless other documents included in the Offer show a right to the preference.
K.5.1 Source and Specification Preferences

- Products of persons with mental or physical disabilities.
- Products made of recycled, remanufactured, or environmental sensitive materials including recycled steel.
- Energy efficient products.
- Rubberized asphalt paving material.
- Recycled motor oil and lubricants.

K.5.2 Tie-Bid Preferences

- 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.*
- Agricultural products produced or grown in Texas.
- Agricultural products or services offered by Texas 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.

K.5.3 Additional Preferences

- Products produced at facilities located on 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 of other manufacturers.
- Foods of higher nutritional value (for consumption in a public cafeteria only).

*By signing this offer, the Offeror certifies that if a Texas address is shown as the address of the Contractor, Contractor qualifies as a Texas Resident Bidder as defined in 34 TAC Rule 20.32 (68).

K.6 REPRESENTATIONS OF OFFEROR

The Offeror represents and warrants to and for the benefit of the Department, with the intent that the Department will rely thereon for the purposes of entering into this Contract, as follows:

K.6.1 Organization and Qualification

If the Offeror operates as a corporation incorporated under the laws of any state outside Texas, it is duly qualified to do business as a foreign corporation in good standing in Texas.

K.6.2 Authorization

This Contract has been duly authorized, executed and delivered by the Offeror and, assuming due execution and delivery by the Department, constitutes a legal, valid and binding agreement enforceable against the Offeror in accordance with its terms.
K.6.3 No Violation of Agreements, Articles of Incorporation or Bylaws

The consummation of the transactions contemplated by this Contract and the fulfillment of the terms hereof will not conflict with, or result in a breach of any of the terms and provisions of, or constitute a default under any indenture, mortgage, deed of trust, lease, loan agreement, license, security agreement, contract, governmental license or permit or other agreement or instrument to which the Offeror is a party or by which its properties are bound, or any order, rule or regulation of any court or any regulatory body, administrative agency or other governmental body applicable to the Offeror or any of its properties, except any such conflict, breach, or default which would not materially and adversely affect the Offeror's ability to perform its obligations under this Contract, and will not conflict with, or result in a breach of any of the terms and provisions of, or constitute a default under, the Articles of Incorporation (or other corresponding charter document) or Bylaws of the Offeror.

K.6.4 No Defaults Under Agreements

The Offeror is not in default, nor is there any event in existence which, with notice or the passage of time or both, would constitute a default by the Offeror under any indenture, mortgage, deed of trust, lease, loan agreement, license, security agreement, contract, governmental license or permit or other agreement or instrument to which it is a party or by which any of its properties are bound and which default would materially and adversely affect the Offeror's ability to perform its obligations under this Contract.

K.6.5 Compliance With Laws

Neither the Offeror nor its officers and directors purporting to act on its behalf have been advised or have reason to believe that the Offeror or such officers and directors have not been conducting business in compliance with all applicable laws, rules and regulations of the jurisdictions in which the Offeror is conducting business, including all safety laws and laws with respect to discrimination in hiring, promotion or pay of employees or other laws affecting employees generally, except where failure to be in compliance would not materially and adversely affect the Offeror's ability to perform its obligations under this Contract.

K.6.6 No Litigation

A. Offeror certifies that to its knowledge, there is not now pending any action, suit or proceeding to which Offeror, or any of its employees, are a party, before or by any court or governmental agency or body, including any such action, suit or proceeding related to environmental or civil rights matters, which may result in any material adverse change in Offeror's ability to perform its obligations under this Contract.

B. Offeror further certifies that no labor disturbance by the employees of Offeror exists or is imminent which may be expected to materially and adversely affect Offeror's ability to perform its obligations under this Contract.

C. Prior to the Department making an award of this Contract, the Department may require Offerors being considered for the award to recertify the representations set forth above. The Department, in its sole discretion, may disqualify any Offeror that in the opinion of the Department is a party, or who has any employees that are a party, to any action,
suit or proceeding that may result in any material adverse change in Offeror's ability to perform its obligations under this Contract.

D. During the term of this Contract, to include extensions hereof, Offeror shall notify Department in writing within five (5) days of Offeror having received knowledge of any actions, suits or proceedings filed against Offeror, or any of its employees, or to which Offeror, or any of its employees, are a party, before or by any court or governmental agency or body, which:

1. may result in any material adverse change in Offeror's ability to perform its obligations under this Contract;

2. filed in any federal court, state court, or federal or state administrative hearing within the State of Texas regardless as to any anticipated material adverse change in Offeror's ability to perform its obligations under this Contract;

3. is brought by or on behalf of a State of Texas Offender regardless as to any anticipated material adverse change in Offeror's ability to perform its obligations under this Contract; and

4. Contractor shall provide in writing, to the Contract Administrator, a quarterly report listing litigation identified in the above requirements.

K.6.7 Taxes

A. Offeror has filed all necessary federal, state and foreign income and franchise tax returns and has paid all taxes as shown to be due thereon.

B. The Offeror has no knowledge of any tax deficiency which has been or might be asserted against it and which would materially and adversely affect the Offeror's ability to perform its obligations under this Contract.

K.6.8 Financial Statements

A. The Offeror has delivered to the Department a copy of its most recent audited financial report. This report must include, as a minimum the following financial information:

1. Audited balance sheet;

2. Statement of income; and

3. Any changes in financial position of the company.

B. This statement fairly presents the financial position of the Offeror at the date shown and the results of its operations for the period covered, and has been prepared in conformity with generally accepted accounting principles applied on a consistent basis, except as discussed in the notes to the financial statement.
K.6.9 No Adverse Change

Since the date of the Offeror's most recent balance sheet provided to the Department, there has not been any material adverse change in its business or condition nor has there been any change in the assets or liabilities or financial condition of the Offeror from that reflected in such balance sheet which is material to the Offeror's ability to perform its obligations under this Contract.

K.6.10 Disclosure

There is no material fact which materially and adversely affects or in the future will (so far as Offeror can now reasonably foresee) materially and adversely affect its ability to perform its obligations under this Contract which has not been accurately set forth in this Contract or otherwise accurately disclosed in writing to the Department by the Offeror prior to the date hereof.

K.6.11 No Collusion

A. Offeror represents and certifies its employees, agents and representatives have not and shall not discuss or disclose the terms of their proposal and its submission or response thereto with any third party other than persons or entities, which Offeror engaged to assist it with respect to such response or submission.

B. Neither the Offeror nor the firm, corporation, partnership or institution represented by the Offeror or anyone acting for such firm, corporation or institution has violated the antitrust laws of this state, federal antitrust laws, nor communicated directly or indirectly the offer, made to any competitor or any other person engaged in such line of business.

K.6.12 Ethics

K.6.12.1 Conflict of Interest

Pursuant to Section 572.051, Government Code, any individual who interacts with public purchasers in any capacity is required to adhere to the guidelines established. Section 572.051, Government Code, outlines the ethical standards required of state officers and employees who interact with public purchasers in the conduct of state business.

Specifically, a Department employee may not have an interest in, or in any manner be connected with a contract or offer 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. Entities who are interested in seeking business opportunities with the state must be mindful of these restrictions when interacting with public purchasers of the Department or purchasers of other state agencies.
K.6.12.2 No Gratuities

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

K.6.13 No Compensation

Pursuant to Section 2155.004 Government Code, the Offeror has not received compensation for participation in the preparation of the specifications for this proposal. Under Section 2155.004, Government Code, the Offeror certifies that the individual or business entity named in this proposal 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.

K.6.14 Contracting with Executive Head of State Agency

A. Offeror represents and certifies that they are in compliance with Texas Government Code, Section 669.003 relating to contracting with the executive head of a state agency.

B. If Section 669.003 applies, Offeror shall complete the following information in order for the proposal to be evaluated:

   Name of Former Executive: ________________________________

   Name of State Agency: ________________________________

   Date of Separation from State Agency: ________________________________

   Date of Employment with Offeror: ________________________________

K.6.15 Notification

If any of the information provided in the above representations changes during the term of this Contract, the Contractor shall submit an updated representation as soon as is reasonably possible.

K.6.16 Suspension, Debarment and Terrorism

The Department is federally mandated to adhere to the directions provided in the President’s Executive Order (EO) 13224, Executive Order on Terrorist Financing – Blocking Property and Prohibiting Transactions With Persons Who Commit, Threaten to Commit, or Support Terrorism, effective 9/24/2001 and any subsequent changes made to it via cross-referencing respondents/vendors with the Federal General Services Administration’s Excluded Parties List System (EPLS, http://www.epls.gov), which is inclusive of the United States Treasury’s Office of Foreign Assets Control (OFAC) Specially Designated National (SDN) list. Contents of EO 13224 may be viewed by accessing the following website: http://www.whitehouse.gov/news/orders/.
K.6.17 Violation of Federal Law Relating To Reconstruction Efforts As A Result Of Hurricanes Rita, Katrina or Any Other Disaster After September 24, 2005

Pursuant to Section 2261.053, Government Code, a state agency may not accept a proposal or award a Contract that includes proposed financial participation by a person who, during the five (5) year period preceding the date of the proposal or award, has been convicted of violating a federal law or accessed a penalty in a federal, civil or administrative enforcement action in connection with a contract awarded by the federal government for relief, recovery or reconstruction efforts as a result of Hurricane Rita, Katrina or any other disaster occurring after September 24, 2005. Under Section 2261.053, Government Code, the Contractor certifies that the individual or business entity named in this proposal 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.

K.6.18 Deceptive Trade Practices; Unfair Business Practices

Contractor represents and warrants that it has not been the subject of allegations of Deceptive Trade Practices violations under Texas Business and Commerce Code, Chapter 17, or allegations of any unfair business practice in any administrative hearing or court suit and that Contractor has not been found to be liable for such practices in such proceedings. Contractor certifies that it has no officers who have served as officers of other entities who have been the subject 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.

K.7 REPRESENTATIONS OF THE DEPARTMENT

The Department represents and warrants to and for the benefit of the Offeror with the intent that the Offeror will rely thereon for the purposes of entering into this Contract as follows:

K.7.1 Authorization

The Department has the requisite power to enter into this Contract and perform its obligations hereunder and by proper action has duly authorized the execution, delivery and performance hereof.

K.7.2 No Violation of Agreements

The consummation of the transactions contemplated by this Contract and the fulfillment of the terms hereof will not conflict with, or result in a breach of any of the terms and provisions of, or constitute a default under any indenture, mortgage, deed of trust, lease, loan agreement, security agreement, contract or other agreement or instrument to which the Department is a party or by which its properties are bound, or any order, rule or regulation of any court or any regulatory body, administrative agency or other governmental body applicable to the Department or any of its properties, except any such conflict, breach or default which would not materially and adversely affect the Department's ability to perform its obligations under this Contract.
K.7.3 Disclosure

There is no material fact which materially and adversely affects or in the future will (so far as the Department can now reasonably foresee) materially and adversely affect its ability to perform its obligations under this Contract or which might require changes in or additions to the services required under this Contract that would increase the cost to the Offeror of providing such services, which has not been accurately set forth in this Contract or otherwise accurately disclosed in writing to the Offeror by the Department prior to the date hereof.

K.8 AUTHORIZED NEGOTIATORS

The Offeror represents that the following persons are authorized to negotiate on its behalf with the Department in connection with this Request for Proposals: (list names, titles and telephone numbers of the authorized negotiators).

- Brian Ferrell, Managing Director, Proposal Development (615) 263-3282
- Lucibeth Mayberry, Vice President/Deputy Chief Development Officer (615) 263-3046
- Brad Regens, Vice, President, Partnership Relations (615) 263-6798
- Jimmy Turner, Vice President, Facility Operations, Business Unit 2 (615) 263-3053

K.9 PAYEE IDENTIFICATION NUMBER

The Payee ID number is the taxpayer number assigned and used by the Comptroller of Public Accounts of Texas. The Offeror shall provide its payee identification number in the space provided below. If this number is not known, the Offeror shall provide the Federal Taxpayer Identification number.

Payee Identification Number: 16218067557 or
Federal Taxpayer Identification Number: 61-1763875.

K.10 POINT OF CONTACT

The Offeror shall provide the name, address and phone number of a point-of-contact for questions concerning the submitted Offer.

Name: Michelle Barker Title: Director, Proposal Development
Phone Number: (615) 263-3076 Fax Number: (615) 263-3090
Street Address: 10 Burton Hills Boulevard
City: Nashville State: Tennessee Zip Code: 37215
Email Address: michelle.barker@correctionscorp.com
K.11 CERTIFICATION

To be completed by the Offeror: (The Offeror must check or complete all appropriate boxes or blanks in the Representations and Certifications, on the preceding pages). The Representations and Certifications must be executed below by an individual authorized to bind the Offeror.

The Offeror makes the foregoing Representations and Certifications as part of its proposal.

 Corrections Corporation of America
 Name of Offeror

 [Signature]
 Signature of Authorized Individual

 696-PF-10-P018
 Solicitation No.

 May 19, 2010
 Date

 Lucibeth Mayberry, Vice President and Deputy Chief Development Officer
 Typed Name of Authorized Individual

Note: The penalty for making false statements shall void the submitted offer or any resulting Contracts, and the Offeror shall be removed from all bid lists.
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