



Invitation for Bids

TEXAS
JUVENILE
JUSTICE
DEPARTMENT

IF NOT BIDDING, DO NOT RETURN THIS FORM

BID OPENING ▶

Date and Time: 1/16/2026

REQUISITION NO. ▶ 644-26-102325

▶ FAILURE TO SIGN WILL DISQUALIFY BID ◀

AUTHORIZED SIGNATURE

DATE

*By signing this bid, respondent certifies that if a Texas address is shown as the address of the respondent, the respondent qualifies as a Texas bidder as defined in §2155.444(c), Government Code.

IF BIDDING, EMAIL BIDS TO:

Texas Juvenile Justice Department
Joel Navarro, CTCD, CTCM
(512)490-7130
tjjd-contracts-Ebids@tjjd.texas.gov

▶ VENDOR ADDRESS AND IDENTIFICATION NUMBER ◀

Name:

Street Address:

City, State:

Email:

Payee Identification Number: #

AGENCY TO INVOICE
TJJJD Claims Department via email to each individual facility location for billing. Independent email addresses are in the description listed below.
DESTINATION OF GOODS IF DIFFERENT THAN ABOVE

When BIDDING, each bid must be emailed with the bid opening date and requisition number annotated in subject line of the email OR must be placed in a separate envelope with bid opening date and requisition number annotated immediately below return address on SEALED BID ENVELOPE.

Check below to claim a preference under 34 TAC Rule 20.306:

- Goods produced or offered by a Texas bidder that is owned by a Texas resident, service-disabled veteran
- Goods produced in Texas or offered by a Texas bidder that is not owned by a Texas resident, service-disabled veteran
- Agricultural products grown in Texas
- Agricultural products offered by a Texas bidder
- 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, or equipment
- Products of persons with mental or physical disabilities
- Products made of recycled, remanufactured, or environmentally sensitive materials including recycled steel
- Energy-efficient products
- Rubberized asphalt paving material
- Recycled motor oil and lubricants
- Products produced at facilities located on formerly contaminated property
- Products or 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
- Commercial production company or advertising agency located in Texas

The payee ID Number is the taxpayer number assigned and used by the Comptroller of Public Accounts of Texas. If this number is not known, complete the following:

Enter Federal Employer's Identification Number

Sole owner should also enter Social Security Number

AWARD NOTICE: The State reserves the right to make an award on the basis of best value or in any other combination that will serve the best interests of the State and to reject any and all bid items in the sole discretion of the State. AN IDENTIFICATION NUMBER IS REQUIRED TO PROCESS PAYMENT FOR GOODS/SERVICES PURCHASED AGAINST PROCUREMENT AWARDS. THE FEDERAL EMPLOYER IDENTIFICATION NUMBER (EIN) WILL BE USED TO ESTABLISH A PAYEE ID NUMBER. In an effort to minimize identity theft, every company MUST have an Employer Identification Number (EIN), also known as a federal tax identification number prior payment under an awarded contract. For information on obtaining your EIN, you may call the IRS at 800-829-4933 or visit <http://www.irs.gov/businesses/>.

ITEM NO.	CLASS & ITEM	DESCRIPTION	QUANTITY	UNIT	MAKE/MODEL	UNIT PRICE	EXTENSION
1	983/86	<p>The Texas Juvenile Justice Department is issuing this solicitation for employee uniform rental and laundry services to be provided to various district locations throughout the State of Texas weekly.</p> <p>Deadline for bids is no later than (5:00 P.M. CST) on (2/10/2026)</p> <p>A. Locations</p> <p>1. Address: Ron Jackson State Juvenile Correctional Facility, 611 FM 3254 Brownwood, Texas 76801</p>					



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		<p>TJJD Claims Department via email at bwdinvoice@tjtd.texas.gov</p> <p>2. Address: Evins State Juvenile Correctional Facility, 3801 E. Monte Cristo Road Edinburg, Texas 78541</p> <p>TJJD Claims Department via email at evninvoice@tjtd.texas.gov</p> <p>3. Address: Gainesville State Juvenile Correctional Facility, 1379 FM 678 Gainesville, Texas 76240</p> <p>TJJD Claims Department via email at gnsinvoice@tjtd.texas.gov</p> <p>4. Address: Giddings State Juvenile Correctional Facility, 1027 PVT. Road 2261 Giddings, Texas 78942</p> <p>TJJD Claims Department via email at gidinvoice@tjtd.texas.gov</p> <p>5. Address: McLennan County State Juvenile Correctional Facility, 116 Burleson Road Mart, Texas 76664</p> <p>TJJD Claims Department via email mclinvoice@tjtd.texas.gov</p> <p><u>B. Uniform Rental and Laundry Service to Include: See Attachment B.</u></p> <p><u>C. Term</u></p> <p>1. Initial term will be from the date of last signature on contract through (Date) with three (3) one (1) year optional renewals, provided that both parties agree in writing to do so within 60 days prior to the expiration date. Any renewals shall be at the same terms and conditions, plus any approved changes. TJJD will give a 30-day notice of renewals.</p> <p><u>Initial Base Period</u> 2/25/2026 Through 2/24/2027 2/25/2027 Through 2/24/2028</p> <p><u>First Renewal Period</u> 2/25/2028 Through 2/24/2029</p> <p><u>Second Renewal Period</u> 2/25/2029 Through 2/24/2030</p> <p><u>Third Final Renewal Period</u> 2/25/2030 Through 2/24/2031</p> <p>2. Price Increases</p> <p>Price increases are not applicable without prior approval of TJJD. Price increases in subsequent renewal periods shall be in line with the current Consumer Price Index (CPI) TJJD will negotiate a</p>					



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		<p>lower rate if it determines that the rate increase is higher than the CPI.</p> <p style="text-align: center;"><u>D. Schedule and Duties</u></p> <p>1. Weekly delivery schedule to be determined by individual maintenance shops.</p> <p>2. Any changes to the schedule are to be authorized by the Project Manager III, Russell Biehle listed as the Point of Contact.</p> <p style="text-align: center;">Weekly Duties Include</p> <p>1. Contractor shall measure each TJJJ employee accurately to ensure appropriate uniform fit for comfortable, unwrinkled and neat appearance and provide sample sizes to confirm order fittings. Uniform fittings shall occur with the initiation of the contract, when new or additional employees are hired, and upon renewal of the contract. Size alterations or exchanges shall be made at any time different-sized garments are needed due to an individual's weight change or due to medical conditions at no additional cost to TJJJ.</p> <p>2. Contractor shall maintain sufficient stock to provide a complete uniform set with two (2) weeks for current and newly hired employees.</p> <p>3. Contractor shall provide new uniforms at no extra cost when the garment has reached the end of its life span. Repairs shall be made to all garments as identified through inspection during the cleaning process or by notification by the Project Manager III or designee.</p> <p>4. Contractor shall pick up soiled laundry and deliver clean laundry once each week. Pickup and delivery shall occur on the same day and at the same approximate time each week and shall be coordinated with the Project Manager III or designee for each facility.</p> <p>5. Contractor shall be responsible for notifying each facility at least one week in advance of any change in schedule due to holidays. Regular business hours are considered central-time between 8:00 am and 5:00 pm Monday through Friday, excluding holidays when state agencies are closed. State of Texas holiday schedule link. https://comptroller.texas.gov/about/holidays.php</p> <p>6. Contractor shall deliver newly hired employees and/ or change in uniform size/ status employees for standard sizes will receive uniforms no later than fourteen (14) days following the measurement and fitting. Non- Standard sizes orders shall not exceed twenty-one (21) calendar days.</p> <p>7. Contractor shall replace rejected uniforms and deliver them to TJJJ within two (5) business days.</p>					



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		<p>8. Contractor shall pick up soiled dirty shop rags and will deliver clean shop rags once each week. Pickup and delivery shall occur on the same day and at the same approximate time each week and shall be coordinated with the Project Manager III, Russell Biehle or designee for each facility.</p> <p>9. Contractor to provide uniform waist black belts of multiple sizes. Contractor shall measure TJJD employees for correct fit.</p> <p>10. Contractor shall provide a clean uniform locker for hanging of delivered uniforms.</p> <p>11. Contractor shall provide a soiled uniform locker for return of dirty uniforms for laundry.</p> <p>12. Contractor will supply first aid kits and supplies. The Contractor will re-stock first aid kits for any missing supplies.</p> <p style="text-align: center;"><u>E. Uniform Logo: See Attachment E.</u></p> <ol style="list-style-type: none"> 1. TJJD will provide the Contractor with a digital file of the logos and embroidery for the desired uniform patch. 2. An approved shirt patch is required on all uniform shirts 3. Uniform patch shall be removed by Contractor once the returned garment is taken out of circulation. <p style="text-align: center;"><u>F. Background Check</u></p> <p>Respondent, as directed, shall provide information regarding persons providing services under the awarded contract/Purchase Order and personnel access for a criminal background check including, but not limited to, fingerprinting check, criminal records check, sex offender registration records check, and drug test. Criminal background checks shall be conducted at TJJD's expense and through TJJD or TJJD's contract providers for each of the Service Provider's employees, agents, consultants, subcontractors, subcontractor's employees, and volunteer workers. Any Service Provider employee, agent, consultant, subcontractor, subcontractor's employee, or volunteer worker who is unwilling to provide or who does not provide required information will not be allowed to work under this agreement. Any Service Provider employee, agent, consultant, subcontractor, subcontractor's employee, or volunteer worker shall not work under this agreement until the criminal background check is completed and approval is obtained from the Facility Human Resource Specialist. Listed below are the charges/convictions that will disqualify anyone from being approved.</p>					



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		<ol style="list-style-type: none"> 1. Convicted or received deferred adjudication for any felony. 2. Convicted or received deferred adjudication for domestic violence involving a family member including non-spouse partners. 3. Convicted or received deferred adjudication for official oppression. 4. Current requirement to register as a sex offender. 5. Arrested for a disqualifying offense that was not expunged before the statute of limitations expired. 6. Outstanding warrant. <p style="text-align: center;"><u>G. Invoicing</u></p> <p>Awarded Respondent will submit monthly invoices, after service has been performed, to the individual Facility Claims Department identified in #A. Locations. Invoices offering a 1% discount will be processed in 15 days.</p> <p>Payment will be made within thirty (30) days from receipt of an invoice or correct and itemized invoice or billing statement. Or, if Awarded Respondent submits a correct and itemized invoice or billing statement with a discount of 1% net, payment will be made in 15 days. Awarded Respondent shall submit one (1) invoice showing the Awarded Respondent name, address, TJJD contract number/Purchase Order, payee I.D., itemization of the services provided, itemized amount of services provided, the name and department of TJJD Contract Manager, vendor remit to address, and telephone number. No payment whatsoever shall be made under this contract/Purchase Order without the prior submission of correct and itemized invoices. Payments under this contract are subject to the availability of appropriated funds. Awarded Respondent acknowledges and agrees that payments for services provided under this Contract/Purchase Order are contingent upon TJJD's receipt of funds appropriated by the Texas Legislature. Payment will be made in accordance with the Texas Prompt Payment Act, Texas Government Code, Subtitle F, Chapter 2251.</p> <p>In the event that there are laundry services issues of not being performed, the awarded respondent has a week to resolve the issue. The respondent will issue a 10% credit on the invoice, if the issue is not resolved within a week.</p> <p style="text-align: center;"><u>H. SCHEDULE OF EVENTS:</u></p> <p>The following dates represent TJJD's desired schedule of events associated with this solicitation. TJJD reserves the right to modify these dates at any time, with appropriate notice to prospective Respondents.</p> <table style="width: 100%; margin-top: 10px;"> <thead> <tr> <th style="width: 50%; text-align: center;">EVENT</th> <th style="width: 50%; text-align: center;">DATE</th> </tr> </thead> <tbody> <tr> <td> </td> <td> </td> </tr> </tbody> </table>	EVENT	DATE							
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		<p style="text-align: center;">=====</p> <p>Issue Solicitation 1/16/2026 Deadline for Question 1/23/2026 Deadline for Answers 1/30/2026 Deadline for Bids 2/10/2026 Review of Bids 2/19/2026 Commence of Services 2/25/2026</p> <p>All inquiries that result in a change to the solicitation or that TJJD deems necessary for clarification will result in written addendum.</p> <p style="text-align: center;">Point of Contact: All questions should be sent to the Primary: raymond.j.navarro@tjtd.texas.gov and Secondary: charles.p.matuke@tjtd.texas.gov Contacting any other TJJD personnel regarding this solicitation may result in the Respondent being disqualified. Any changes as a result to questions Will be made by TJJD in the form of an addendum to the solicitation; no oral changes will be considered.</p> <p style="text-align: center;"><u>I. Electronic State Business Daily ESB</u> This solicitation is posted on the ESB. It is the responsibility of the interested parties to periodically check the ESB for updates to the procurement prior to submitting a response. The Respondent's failure to periodically check the ESB will in no way release the selected vendor from "addenda or additional information" resulting in additional costs to meet the requirements of the solicitation. http://www.txsmartbuy.com/esbd.</p> <p style="text-align: center;"><u>J. General Format:</u></p> <p>1. The Respondent must submit this document, "Invitation for Bid" signed and dated to include the required information under columns: Unit Price and Extension Price. Include addenda acknowledgement of Addenda – signed if applicable.</p> <p style="padding-left: 40px;">2. Email bid response to TJJD-contracts-ebids@tjtd.texas.gov</p> <p style="text-align: center;"><u>K. Firm Experience, Minimum Qualifications, and References</u></p> <p>Describe your firm's experience and expertise in the services required by this IFB. Where possible, focus on your firm's experience with service contracts of this scale. Note that the Contractor must have a minimum of 5 years' experience in servicing contracts of this size and scope and must provide a minimum of 3 references from similar projects.</p> <p style="text-align: center;"><u>L. Historically Underutilized Business</u></p> <p>This solicitation does NOT identify any subcontracting opportunities but if the prime respondent identifies any subcontracting opportunity, the good faith effort documentation is required per 34 TAC 20.285. If the respondent identifies subcontracting opportunities.</p>					



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1. BID REQUIREMENTS.

- 1.1 Bids must be time stamped on or before the hour and date specified for the bid opening on page 1, and respondent must sign page 1.
- 1.2 Late and/or unsigned bids will not be considered under any circumstances. The person signing the bid must have the authority to bind the respondent in a contract.
- 1.3 Respondents must comply with all rules, regulations, and statutes relating to purchasing in the State of Texas in addition to the requirements of this IFB.
- 1.4 Respondents must price per unit shown. Unit prices shall govern in the event of extension errors.
- 1.5 Quote freight-on-board destination, freight prepaid, and allowed unless otherwise stated within the specifications.
- 1.6 "Discount-from-list" bids are not acceptable unless requested. Cash discounts are not considered in determining the best value. Cash discounts offered will be taken if earned.
- 1.7 Bids should give Texas Identification Number (Payee ID Number), full respondent name, and address of respondent on page 1. The Payee ID Number is the taxpayer number assigned and used by the Texas Comptroller of Public Accounts. If this number is not known, provide the Federal Employer Identification Number on page 1.
- 1.8 For respondent that is a sole proprietor that does not have a Texas Identification Number or Federal EIN, enter the Social Security Number on page 1. Bid cannot be altered or amended after opening time. Alterations made before opening time should be initialed by respondent or respondent's authorized agent. No bid can be withdrawn after opening time without approval by TJJJ based on an acceptable written reason.
- 1.9 Purchases made for TJJJ's use are exempt from the state sales tax and federal excise tax. TJJJ will provide tax exemption certificates upon written request. Respondent represents and warrants that it shall pay all taxes or similar amounts resulting from the contract, including, but not limited to, any federal, state or local income, sales or excise taxes of respondent or its employees. TJJJ shall not be liable for any taxes resulting from the contract.
- 1.10 TJJJ will not reimburse for travel, meals, lodging, or other related expenses unless specifically provided for in the contract. In that event, such costs will be invoiced to TJJJ based on actual expenses, and TJJJ shall not be liable for reimbursement of expenses that (1) were not pre-approved in writing by TJJJ; or (2) exceed the current State of Texas travel regulations. Receipts are required to validate invoicing.
- 1.11 The following is applicable to "as needed" or "time and materials" contracts: successful respondent is not guaranteed any minimum amount.
- 1.12 TJJJ reserves the right to make an award on the basis of low line-item offer, low total of line items, or in any other combination that will serve the best interest of the State of Texas and to reject any and all offered items in the sole discretion of the State of Texas.
- 1.13 TJJJ reserves the right to accept or reject all or any part of any kind, waive minor technicalities, and award the contract to best serve the interests of the State of Texas.
- 1.14 Awards will be made in accordance with Rule 34 TAC §20.207 and §20.306 (preferences). The factors listed in §§2155.074, 2156.007, and 2157.003, Government Code, shall also be considered in making an award when specified. Consistent and continued tie bids could cause rejection of bids by the TJJJ and/or investigation for antitrust violations.
- 1.15 Copyrighted bids are unacceptable and are subject to disqualification as non-responsive.
- 1.16 Respondents are required to submit bids electronically via email in accordance with page 1.
- 1.17 Inquiries pertaining to this IFB must refer to the IFB number and opening date and must be submitted to the contact set forth on page 1.
- 1.18 With regard to pre-contract costs, respondent is responsible for all expenses related to the preparation and submission of a bid. TJJJ shall pay no costs or other amounts incurred by any entity in responding to this IFB or incurred prior to the effective date of the contract.

2. SPECIFICATION.

- 2.1 Catalogs, brand names, or manufacturer's references are descriptive only and indicate type and quality desired. Bids on brands of like nature and quality will be considered unless advertised under §2155.067, Government Code. If offering on other than references, bid must show manufacturer, brand or trade name, and other description of product offered. If other than brand(s) specified offered, illustrations and complete description of product offered are required to be made part of the bid. Failure to take exception to specifications or reference data will require respondent to furnish specified brand names, numbers, etc.
- 2.2 Unless otherwise specified, items shall be new and unused and of current production.
- 2.3 All electrical items must meet all applicable OSHA standards and regulations, and bear the appropriate listing from UL, FMRC, or NEMA.
- 2.4 Samples, when requested, must be furnished free of expense to TJJJ. If not destroyed in examination, they will be returned to the respondent, upon request, at respondent's expense. Each sample should be marked with respondent's name and address and the IFB number. Do not enclose in or attach bid to sample.
- 2.5 TJJJ will not be bound by any oral statement or representation contrary to the written specifications of this IFB.
- 2.6 Manufacturer's standard warranty shall apply unless otherwise stated in the IFB.
- 2.7 TJJJ will receive and successful respondent will convey to TJJJ clear title, ownership, and licenses, whichever is applicable, to all requested items under the contract.
- 2.8 Successful respondent will serve as an independent contractor under the contract.
- 2.9 Successful respondent must be able to demonstrate on-site compliance with the Federal Tax Reform Act of 1986, §1706, amending §530 of the Revenue Act of 1978, dealing with issuance of form W-2s to respondent's employees.
- 2.10 Successful respondent will be responsible for payment of all taxes, including, but not limited to, state, federal, foreign, or local taxes, such as income tax, withholding tax, social security tax, pension contributions, and any other form of payroll or other taxes, for successful respondent and successful respondent's employees. Further, purchases made by the State of Texas for its use are exempt from the State Sales Tax and Federal Excise Tax. TJJJ will furnish tax exemption certificates upon request.
- 2.11 Successful respondent represents and warrants that it shall obtain and maintain basic insurance (standard workers' compensation insurance covering all individuals who will provide the services, commercial general liability, etc.) if it is coming on-site or if the contract is one that can generate third-party claims such as moving services, installation of equipment, etc. All coverages shall be with companies licensed in Texas with an "A" rating from A.M. Best Co. authorized to provide the coverage. **No later than five business days following the award date, and on an annual basis thereafter, successful respondent shall furnish proof to TJJJ of such coverage in the form of a certificate of insurance from successful respondent's insurance carrier(s) indicating the required coverages. The certificate shall be addressed to TJJJ as the certificate holder. Successful respondent shall submit proof of required insurance coverage via email, referencing the purchase order number, to the buyer handling the procurement.**

SUCCESSFUL RESPONDENT SHALL INDEMNIFY TJJJ AND PAY TO TJJJ ALL COSTS, PENALTIES, LOSSES, AND OTHER AMOUNTS RESULTING FROM THE SUCCESSFUL RESPONDENT'S OMISSION OR BREACH OF THE ABOVE PARAGRAPH.

3. BID EVALUATION.

Evaluation of bids will begin as soon as practical after receipt. Evaluation adheres to the best value standard of §2155.074, Government Code. TJJJ reserves the right in its sole judgment and discretion to reissue or withdraw the IFB at any time. As applicable, the factors listed in §§2155.075, 2156.007, and 2157.003, Government Code, shall also be considered in making an award.

4. AWARD OF CONTRACT.

A response to this IFB is an offer to contract based upon the terms, conditions and specifications contained herein. Bids do not become contracts unless and until they are accepted by a purchase order issued by TJJJ or a formal, written agreement signed by the parties. TJJJ reserves the right to make any corrections or include additional requirements in the contract prior to issuance which are necessary for TJJJ's compliance, as an agency of the State of Texas, with all state and federal requirements.



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5. DELIVERY.

- 5.1 Show number of days required to place material in receiving agency's designated location under normal conditions. Delivery days mean calendar days, unless otherwise specified. Failure to state delivery time obligates respondent to deliver in 14 calendar days. Unrealistic delivery promises may cause bid to be disregarded.
- 5.2 Time is of the essence in the contract and accordingly time limits will be strictly construed and rigidly enforced. If delay is foreseen, respondent shall give written notice to TJJD. Respondent must keep TJJD advised at all times of status of order. Default on promised delivery (without accepted reasons) or failure to meet specifications authorizes TJJD to purchase supplies elsewhere and charge full increase, if any, in cost and handling to defaulting vendor.
- 5.3 No substitutions permitted without written approval of TJJD.
- 5.4 Delivery shall be made during normal working hours only (Monday through Friday, 8:00 am to 5:00 pm), unless prior approval has been obtained from TJJD.
- 5.5 In addition to the complete destination address, each package must be clearly marked with the agency purchase order number as shown on the order. Each shipment must be accompanied by a packing slip referencing this information.

6. INSPECTION AND TESTS

Prior to contract award or payment, as applicable, requested samples may be subject to inspection and testing by TJJD. TJJD reserves the right to test requested samples or items prior to contract award and respondent will bear all costs of any testing. After contract award and prior to payment, TJJD may conduct acceptance testing on the requested items delivered under the contract. If so, TJJD will have up to _____ days to conduct such testing. The services must meet all requirements and standards of performance of the contract, IFB and bid must comply with all published manufacturer or publisher specifications. If the delivered and/or installed requested items fail to meet or exceed the acceptance criteria or any other requirement of the contract, TJJD may refuse to accept the requested items. If TJJD refuses to accept the requested items, TJJD shall return such requested items at successful respondent's sole expense. If the delivered, requested items meet or exceed all conditions and requirements of the contract, TJJD shall notify successful respondent in writing of acceptance no later than thirty days after receiving the samples or items being tested. TJJD reserves the right to revoke prior acceptance for, among other things, latent defects.

7. DAMAGES FOR FAILURE TO PERFORM.

In submitting a bid, respondent agrees that the measure of damages in the event of a default or breach by successful respondent may be difficult or impossible to calculate. In the event a successful respondent fails to perform services or complete the obligations under the contract in a timely manner, TJJD may require successful respondent to pay, as liquidated damages and not as a penalty, an amount equivalent to 2% of the total cost for services or obligations not completed as required by the contract per calendar day of delay. TJJD may impose, but is not obligated to impose, these liquidated damages in lieu of any monetary damages available to TJJD under the contract or applicable law.

8. PAYMENT.

Invoices must be submitted to the receiving entity and must indicate the vendor's Texas Payee Identification Number. Invoice must show the receiving entity's name, must correspond with the item(s) as numbered on the purchase order, shipment date of merchandise, applicable purchase order number, and date of purchase order. The State will incur no penalty for late payment if payment is made in 30 or fewer days from receipt of goods or services and an uncontested invoice.

9. PROMPT PAYMENT.

Payment and remedies for late payment and non-payment shall be made in accordance with the Texas Prompt Payment Act, Chapter 2251, Government Code. Generally, subject to several exceptions, Chapter 2251 requires payments to be made no later than 30 days after the later of the date goods are received, services are completed, or an undisputed invoice is received. Payments will be made to successful respondent as provided in Section III (part entitled "Provision for Direct Deposit or Warrant").

10. PATENTS OR COPYRIGHTS.

Respondent agrees to protect the State from claims involving infringement of patents or copyrights.

11. RESPONDENT AFFIRMATIONS.

Signing this bid with a false statement is a material breach of contract and shall void the submitted bid or the contract, and respondent shall be removed from all bid lists. By signature hereon affixed, the respondent hereby certifies that:

- 11.1 Pursuant to §2155.003, Government Code, 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 this IFB or the submitted bid.
- 11.2 Respondent is not currently delinquent in the payment of any franchise tax owed the State of Texas under Chapter 171, Tax Code.
- 11.3 In accordance with §2155.005, Government Code, neither respondent nor the firm, corporation, partnership, or institution represented by respondent, or anyone acting for such a firm, corporation, or institution has (1) violated any provision of the Texas Free Enterprise and Antitrust Act of 1983, Chapter 15 of the Texas Business and Commerce Code, or the federal antitrust laws; or (2) communicated directly or indirectly the contents of this bid to any competitor or any other person engaged in the same line of business as respondent. Respondent assigns to TJJD all of respondent's rights, title and interest in and to all claims and causes of action respondent may have under the antitrust laws of Texas or the United States for overcharges associated with this IFB or the contract.
- 11.4 Pursuant to §2155.004(a), Government Code, neither respondent nor any person or entity represented by respondent has received compensation from TJJD to participate in the preparation of the specifications or solicitation on which this bid or contract is based. Under §2155.004(b), Government Code, respondent certifies that the individual or business entity named in this bid or contract is not ineligible to receive the specified contract and acknowledges that the contract may be terminated and payment withheld if this certification is inaccurate.
- 11.5 It will comply with the requirements of §552.372(a), Government Code. Except as provided by §552.374(c), Government Code, the requirements of Subchapter J, Chapter 552, Government Code, may apply to the contract and the respondent agrees that the contract can be terminated if the respondent knowingly or intentionally fails to comply with a requirement of that subchapter.
- 11.6 Pursuant to §231.006(d), Family Code, regarding child support, the individual or business entity named in the bid is not ineligible to receive the specified payment and acknowledges that the contract may be terminated and payment may be withheld if this certification is inaccurate. Furthermore, any respondent subject to §231.006, Family Code, must include names and Social Security Numbers of each person with at least 25% ownership of the business entity submitting the bid. If applicable, this information must be provided prior to contract award. Enter the name and Social Security Number for each person below.

Name & SSN: _____
 Name & SSN: _____
 Name & SSN: _____

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

- 11.7 In accordance with §669.003, Government Code, relating to contracting with the executive head of a state agency, it is not (1) the executive head of TJJD; (2) a person who at any time during the four years before the date of the contract was the executive head of TJJD; or (3) a person who employs a current or former executive head of TJJD.
- 11.8 In accordance with §2155.4441, Government Code, respondent agrees that during the performance of a contract for services it shall purchase products and materials produced in Texas when they are available at a price and time comparable to products and materials produced outside Texas.
- 11.9 Its intent to furnish the requested items at the prices quoted and comply with all terms, conditions, and requirements set forth in this IFB and the bid.



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- 11.10 No relationship, whether by relative, business associate, capital funding contract, or by any other such kinship exist between respondent and an employee of any TJJD component, and respondent has not been an employee of any TJJD component within the immediate 12 months prior to respondent's bid.
- 11.11 Its prices include all costs of respondent in providing the requested items that meet all specifications of this IFB, and that its prices will remain firm for acceptance for a minimum of **120 days** from deadline for submission of Bids.
- 11.12 Each employee of respondent, including replacement employees, will possess the qualifications, education, training, experience and certifications necessary to perform the services in the manner required by this IFB.
- 11.13 The provision of goods and services or other performance under the contract will not constitute an actual or potential conflict of interest or not reasonably create an appearance of impropriety.
- 11.14 All articles and services quoted in response to this IFB meet or exceed the safety standards established and promulgated under the *Federal Occupational Safety and Health Law* and its regulations in effect or proposed as of the date of this solicitation.
- 11.15 Its compliance with all federal laws and regulations pertaining to Equal Employment Opportunities and Affirmative Action.
- 11.16 Its compliance with the requirements of The Americans with Disabilities Act and its implementing regulations, as each may be amended.
- 11.17 It shall comply with the requirements of the Immigration and Nationality Act (8 USC §1101 et seq.) and all subsequent immigration laws and amendments.
- 11.18 TJJD's payments to respondent and respondent's receipt of appropriated or other funds under the contract are not prohibited by §§556.005, 556.0055, or 556.008, Government Code.
- 11.19 It is not listed in the prohibited vendors list authorized by Executive Order No. 13224, "*Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit, or Support Terrorism*", published by the United States Department of the Treasury, Office of Foreign Assets Control.
- 11.20 The offering entity and its principals are eligible to participate in this transaction and have not been subjected to suspension, debarment, or similar ineligibility determined by any federal, state, or local governmental entity. Entities ineligible for federal procurement are listed at <https://www.sam.gov>.
- 11.21 Under §2155.006 and §2261.053, Government Code, that the individual or business entity named in its bid or the contract is not ineligible to receive the specified contract and acknowledges that the contract may be terminated and payment withheld if this certification is inaccurate. Section 2155.006 and §2261.053, Government Code, prohibit state agencies from accepting a bid or awarding a contract that includes proposed financial participation by a person who, in the past five years, has been convicted of violating a federal law or assessed a penalty in connection with a contract involving relief for Hurricane Rita, Hurricane Katrina, or any other disaster, as defined by §418.004, Government Code, occurring after September 24, 2005.
- 11.22 If respondent is submitting a bid for the purchase or lease of computer equipment, it complies with Subchapter Y, Chapter 361, Health and Safety Code, related to the Computer Equipment Recycling Program and the Texas Commission on Environmental Quality rules in 30 TAC Chapter 328.
- 11.23 It and each of its subcontractors have the requisite resources, qualifications, and independence to conduct the services free from outside direction, control, or influence, and subject only to the accomplishment of TJJD's objectives.
- 11.24 If selected for award of a contract, respondent will submit to TJJD a Certificate of Interested Parties prior to contract award in accordance with §2252.908, Government Code.
- 11.25 Pursuant to §2271.002, Government Code, either (i) it meets an exemption criterion under §2271.002; or (ii) it does not boycott Israel and will not boycott Israel during the term of the contract. Respondent shall state any facts that make it exempt from the boycott certification in its bid.
- 11.26 It is not engaged in business with Iran, Sudan, or a foreign terrorist organization as prohibited by §2252.152, Government Code.
- 11.27 Under §2155.0061, Government Code, regarding human trafficking, the individual or business entity named in the bid or contract is not ineligible to receive the specified contract and acknowledges that the contract may be terminated and payment withheld if this certification is inaccurate.
- 11.28 Pursuant to §2275.0102, Government Code, neither it nor its parent company, nor any affiliate of respondent or its parent company, is (1) majority owned or controlled by citizens or governmental entities of China, Iran, North Korea, Russia, or any other country designated by the Governor under §2275.0103, Government Code; or (2) headquartered in any of those countries.
- 11.29 If respondent is required to make a verification pursuant to §2276.002, Government Code, respondent verifies that respondent does not boycott energy companies and will not boycott energy companies during the contract term. If respondent does not make that verification, respondent must so indicate in its bid and state why the verification is not required.
- 11.30 If respondent is required to make a verification pursuant to §2274.002, Government Code, respondent verifies that it (1) does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and (2) will not discriminate during the contract term against a firearm entity or firearm trade association. If respondent does not make that verification, respondent must so indicate in its bid and state why the verification is not required.
- 11.31 Pursuant to §161.0085, Health and Safety Code, it does not require its customers to provide any documentation certifying the customer's COVID-19 vaccination or post-transmission recovery on entry to, to gain access to, or to receive service from respondent's business. Respondent acknowledges that such a vaccine or recovery requirement would make respondent ineligible for a state-funded contract.
- 11.32 As of the effective date of the bid, it is not listed in any of the Divestment Statute Lists published on the Texas State Comptroller's website: <https://comptroller.texas.gov/purchasing/publications/divestment.php>.
- 11.33 To the extent respondent owes any debt, including but not limited to delinquent taxes, delinquent student loans, and child support owed to the State of Texas, any payments or other amounts respondent is otherwise owed under the contract may be applied by TJJD toward any debt respondent owes the State of Texas until the debt is paid in full. These provisions are effective at any time respondent owes any such debt or delinquency. Respondent shall comply with rules adopted by TJJD under §§403.055, 403.0551, and 2252.903, Government Code, and other applicable laws and regulations regarding satisfaction of debts or delinquencies to the State of Texas.
- 11.34 Its performance under the contract shall be conducted conscientiously in a professional and workmanlike manner to the full extent of successful respondent's talents and capabilities with due diligence and in full compliance with the highest professional standards of practice in the industry applicable to the services performed.
- 11.35 All statements and information prepared and submitted in response to this solicitation are current, complete, and accurate.
- 11.36 To the extent applicable to the scope of this IFB, the bid and contract, it is authorized to sell and provide warranty support for all products and services listed in its bid and the contract.
- 11.37 The individual signing this document and the documents made part of this IFB and Bid is authorized to sign such documents on behalf of the respondent and to bind the respondent under any contract.
- 11.38 Respondent certifies that neither it, nor its holding companies or subsidiaries, is (a) listed in §889 of the 2019 National Defense Authorization Act; (b) listed in §1260H of the 2021 National Defense Authorization Act; (c) owned by the government of a country on the US Department of Commerce's foreign adversaries list under 15 CFR §791.4; or (d) controlled by any governing or regulatory body located in a country on the US Department of Commerce's foreign adversaries list under 15 CFR §791.4.

12. NOTE TO RESPONDENT.

Any terms and conditions attached to a bid will not be considered unless specifically referred to on this bid form and may result in disqualification of the bid.

13. DISPUTE RESOLUTION.

The dispute resolution process provided for in Chapter 2260, Government Code, must be used by TJJD and the successful respondent to attempt to resolve any dispute arising under the contract. Notwithstanding any other provision of the contract to the contrary, the successful respondent shall continue performance and shall not be excused from performance during the period any breach of contract claim or dispute is pending under either of the above processes. However, successful respondent may suspend performance during the pendency of such claim or dispute if successful respondent has complied with all provisions of §2251.051, Government Code, and such suspension of performance is expressly applicable and authorized under that law.



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14. FUNDING OUT CLAUSE.

Any contract resulting from this solicitation is contingent upon the continued availability of lawful appropriations by the Texas Legislature.

15. ADDITION/DELETION.

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

16. AUTHORIZED RELIEF FROM PERFORMANCE (FORCE MAJEURE).

Neither successful respondent nor TJJD shall be liable to the other for any delay in, or failure of performance, of any requirement included in the contract caused by force majeure. The existence of such causes of delay or failure shall extend the period of performance until after the causes of delay or failure have been removed provided the non-performing party exercises all reasonable due diligence to perform. Force majeure is defined as acts of God, war, fires, explosions, hurricanes, floods, failure of transportation, pandemics, or other causes that are beyond the reasonable control of either party and that by exercise of due foresight such party could not reasonably have been expected to avoid, and which, by the exercise of all reasonable due diligence, such party is unable to overcome. Each party must inform the other in writing, with proof of receipt, within three business days of the existence of such force majeure, or otherwise waive this right as a defense.

17. SUBCONTRACTING PROGRAM, HISTORICALLY UNDERUTILIZED BUSINESS.

State agencies are required to make a good faith effort to assist Historically Underutilized Businesses in receiving contract awards issued by the State, see Chapter 2161, Government Code. The goal of the program is to promote fair and competitive business opportunities for all businesses contracting with the State of Texas.

18. MATERIAL SAFETY DATA SHEETS.

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

19. STATE AUDITOR'S RIGHT TO AUDIT.

In addition to and without limitation on the other audit provisions of this IFB or the contract, pursuant to §2262.154, Government Code, the Texas State Auditor's Office ("state auditor") may conduct an audit or investigation of any other entity receiving funds from the state directly under any contract or indirectly through a subcontract under the contract. The acceptance of funds by the successful respondent or any other entity or person directly under the contract or indirectly through a subcontract under the contract acts as acceptance of the authority of the state auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. Under the direction of the legislative audit committee, the successful respondent or other entity that is the subject of an audit or investigation by the state auditor must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit. The contract may be amended unilaterally by TJJD to comply with any rules and procedures of the state auditor in the implementation and enforcement of §2262.154, Government Code. Successful respondent shall ensure that this paragraph concerning the authority to audit funds received indirectly by subcontractors through the successful respondent and the requirement to cooperate is included in any subcontract it awards.