

Item # \_\_\_\_\_

**TRAVIS COUNTY COMMISSIONERS COURT AGENDA REQUEST**Please consider the following item for **VOTING SESSION: August 27, 2013**

- A. REQUEST MADE BY: Sheriff Greg Hamilton.**  
(Elected/Appointed Official/Executive Mgr/County Attorney)

**REQUESTED TEXT:**

**Consider and approve contract 696-PD-14-15-L063 between the Texas Department of Criminal Justice and Travis County for the housing of Releasees for the 2013-2015 contract term.**

**COUNTY JUDGE OR COMMISSIONER**

- A. Any backup material to be presented to the Court must be submitted with this Agenda Request (Original(s) & 8 copies).**
- B. Please list all of the agencies or officials' names and telephone numbers that might be affected by or involved with this request. The originating department should send a copy of this Agenda Request and backup to them:**

County Atty, Purchasing

**REQUIRED AUTHORIZATIONS: PLEASE CHECK IF APPLICABLE:**

Additional funding for any department or for any purpose  
 Transfer of existing funds within or between any line item budget  
 Grant

**PURCHASING OFFICE (854-9700)**

Bid, Purchase Contract, Request for Proposals

**COUNTY ATTORNEY'S OFFICE (854-9415)**

Contract, Agreement, Policy & Procedure

**AGENDA REQUEST DEADLINE: All agenda requests and supporting materials must be submitted to County Judge's office, Room 520, in writing by Tuesday at 12:00 p.m. for the next week's meeting. Late or incomplete requests may be deferred to the following week's meeting.**



James N Sylvester  
Chief Deputy

**GREG HAMILTON**  
TRAVIS COUNTY SHERIFF

P.O. Box 1748  
Austin, Texas 78767  
(512) 854-9770  
www.tcsheriff.org

DARREN LONG  
Major - Corrections


PHYLLIS CLAIR  
Major - Law Enforcement

MARK SAWA  
Major - Administration & Support

**August 19, 2013**

**MEMORANDUM**

**TO:** Honorable Sam Biscoe, County Judge  
Honorable Ron Davis, Commissioner, Precinct 1  
Honorable Bruce Todd, Commissioner, Precinct 2  
Honorable Gerald Daugherty, Commissioner, Precinct 3  
Honorable Margaret Gomez, Commissioner, Precinct 4

**FROM:** Michael G Hemby, Planning Manager 

**SUBJECT:** TDCJ Releasee Housing Contract for 2013-2015  
Contract 696-PD-14-15-L063

Attached is this year's contract renewal between Travis County and the Texas Department of Criminal Justice for the housing of program releases at the Del Valle Correctional Complex. The contract language was changed this year at the request of both parties so it now has a slightly different contract number. Also included were new contract terms requiring HUB vendor status from the county.

This new contract will extend the current contract through August 31<sup>st</sup>, 2015 with no other changes to the contract anticipated at this time. This modification allows for the contract to run for two years without action for the parties. It has been reviewed and cleared by the County Attorney and Purchasing.

Currently, Travis County houses an average of seven to ten TDCJ subjects per month. No change in the fee for this is included in this modification. Reimbursement for this time period is set not to exceed \$584,000.00 for the contract term and \$292,000.00 for each of the two years.

This renewal contract continues with the cap on our housing of said inmates to not exceed 16. The contract also covers mileage reimbursement to the county for any

transport of these individuals should it be necessary and more clearly defines roles and responsibilities on items such as medical care and treatment.

Your support and approval of this contract renewal is appreciated. If you have any questions, please feel free to contact my office at 854-4924.

CC. File



This Contract is entered into by and between the Agencies shown below, in compliance with and pursuant to the authority specified herein. The provisions of this Contract shall be interpreted in accordance with Texas laws. Venue for any court disputes shall be in Travis County.

<b>RECEIVING PARTY:</b>	<b>TEXAS DEPARTMENT OF CRIMINAL JUSTICE</b>
<b>MAILING ADDRESS and STREET ADDRESS:</b>	Private Facility Contract Monitoring /Oversight Division 4616 W. Howard Lane, Suite 200 Austin, Texas 78728
<b>PERFORMING PARTY:</b>	<b>TRAVIS COUNTY</b>
<b>MAILING ADDRESS and STREET ADDRESS:</b>	PO Box 1748 Austin, Texas 78767
<b>LEGAL AUTHORITY TO CONTRACT:</b> Interlocal Cooperation Act, Texas Government Code, Chapter 791	
<b>CONTRACT TERM:</b> September 1, 2013 through August 31, 2015	
<b>TOTAL AMOUNT NOT TO EXCEED:</b> \$584,000.00	
<b>SUMMARY OF SERVICES:</b> The Travis County Jail will provide maintenance services for released Offenders returned to their county of residence at the time of offense.	
<b>EXECUTED IN THREE ORIGINALS ON THE DATES SHOWN</b>	

<b>PERFORMING PARTY:</b>	<b>RECEIVING PARTY:</b>
TRAVIS COUNTY	TEXAS DEPARTMENT OF CRIMINAL JUSTICE
<b>BY:</b> _____ Samuel T. Biscoe County Judge	<b>BY:</b> _____ Jerry McGinty Chief Financial Officer
<b>DATE:</b> _____	<b>DATE:</b> _____

This Contract is entered into by and between the State and Local Agencies shown below as "Contracting Parties," pursuant to the authority granted and in compliance with the provisions of "The Interlocal Cooperation Act," Texas Government Code, Chapter 791. This contract is also entered into pursuant to Texas Government Code, Chapter 508.

**I. CONTRACTING PARTIES**

The Performing Party: TRAVIS COUNTY (COUNTY)

The Receiving Party: TEXAS DEPARTMENT OF CRIMINAL JUSTICE (TDCJ)

**II. STATEMENT OF SERVICES TO BE PERFORMED**

This Contract is to establish the rate of payment for maintenance of released Offenders (Releasees) so they can return to their county of residence.

Services described in this Interlocal Contract are required by the following:

Texas Government Code, Section 508.181 requires the TDCJ to return Offenders to their county of residence at the time the offense was committed when paroled or released on mandatory supervision; and

Texas Government Code, Section 508.181 and Code of Criminal Procedure, Article 42.12, allow the Board of Pardons and Paroles to impose reasonable conditions of release, such conditions may include a requirement that the Releasee accept housing provided for by the Parole Division of the TDCJ.

**III. SPECIFIC DUTIES AND OBLIGATIONS**

**A. TDCJ Responsibilities:**

1. The TDCJ shall be responsible for transferring Releasees to the COUNTY. Releasees transferred to the COUNTY shall be those who resided in the COUNTY at the time they committed the offense and those Releasees from other counties as approved by the COUNTY.
2. The TDCJ shall arrange for necessary transportation of Releasee from releasing Unit to the COUNTY.
3. The TDCJ shall arrange for necessary transportation of Releasee from Travis County District Parole Offices and back to the Travis County Correctional Complex (Complex) for the purpose of counseling, seeking employment, employment, and seeking housing. Under no circumstances will a Releasee use public transportation to and/or from the Complex or its immediate vicinity. Should it become necessary for the COUNTY to transport Releasee, the TDCJ shall reimburse the COUNTY in accordance with the current mileage reimbursement rate announced by the State

Comptroller to and from a specific destination. The COUNTY shall utilize a transportation log to include at a minimum: destination, Releasee name and number, purpose of the trip and beginning and ending mileage to each point, and shall attach said log to the monthly invoice each month to obtain reimbursement. The TDCJ will not provide reimbursement for any trip as defined herein unless advance approval has been obtained from the TDCJ's Transportation Coordinator.

4. The TDCJ Parole Division shall bear responsibility for the supervision of a Releasee covered by this Contract while the Releasee is outside of the Complex.

**B. COUNTY Responsibilities:**

1. The COUNTY shall provide housing, care, meals and other usual services for Releasees while the Releasees are within the Complex on the same basis as such services are provided for the COUNTY's Inmates. The COUNTY shall have no obligations to provide any services to Releasees while they are outside of the Complex.
2. The COUNTY shall be capable of housing a maximum daily population not to exceed sixteen (16) Releasees.
3. The COUNTY shall be responsible for maintaining accurate and complete case records, reports and statistics necessary for the evaluation of its program, and these records shall not be disclosed to the Releasee or to any person other than the authorized TDCJ employees who have a need to access said information. Records shall include but are not limited to the date and time of arrival at and discharge from the Complex.
4. The COUNTY shall provide such space as may be available from time to time in the Complex for the housing of Releasees accepted into the program. It is understood and agreed that no guarantee is provided herein that the COUNTY will be requested by the TDCJ to house Releasees.
5. The COUNTY may authorize day furloughs for Releasees who have secured full-time employment for the purpose of securing independent housing.
6. The COUNTY shall notify the TDCJ within 24 hours if a Releasee's behavior has warranted disciplinary actions. Releasees shall be subject to the rules and regulations of the Travis County Sheriff's Office. If a Releasee engages in unacceptable behavior, he will be subject to disciplinary including removal from the Complex.
7. The COUNTY shall maintain Releasee for each calendar day during which such Releasee is counted on the Midnight Strength Report. The Releasee shall be counted the day that the COUNTY obtained Releasee but shall not count the day the Releasee departs from the Complex.

8. The COUNTY shall fax the Midnight Strength Report to the TDCJ Huntsville Placement Unit at (936) 437-5547 by 9:00 am each day.
9. The COUNTY shall have the right to refuse to accept any Releasee if the Travis County Sheriff, in his or her sole discretion, determines that the Releasee should not be housed in the Complex pursuant to this Contract. If the Travis County Sheriff determines that a Releasee should no longer be housed in the Complex pursuant to this Contract, the Sheriff shall notify the TDCJ and the TDCJ shall remove such Releasee from the Complex as soon as reasonably possible.

#### **C. Medical Services**

1. The COUNTY shall provide Routine Medical Care within the Complex. Routine Medical Care is defined as any medical service, which is normally provided inside the Complex for the County Inmates, EXCEPT those medications for a diagnosed chronic medical or psychiatric condition. Routine Medical Care does not include any medication, supplies or services prescribed by medical and/or other health care providers outside the Complex.
2. The COUNTY shall not be responsible for the cost of medical care provided outside the Complex.
3. The COUNTY and the TDCJ expressly acknowledge and agree that if a Releasee requires hospitalization for any reason, the Releasee shall no longer be considered housed with the COUNTY pursuant to this Contract, and the COUNTY shall have no further responsibility with regard to such Releasee.

#### **IV. CONTRACT TERM**

This Contract shall be in effect beginning September 1, 2013 through August 31, 2015, unless terminated sooner under the provisions in Section XIII, Default and Termination. The Contract may be renewed every biennium, via modification signed by the duly authorized representatives of the parties hereto.

#### **V. CONTRACT AMOUNT**

The total amount of this Contract shall not exceed \$584,000.00. The Contract amount for the period of September 1, 2013 through August 31, 2014 shall not exceed \$292,000.00. The Contract amount for the period of September 1, 2014 through August 31, 2015 shall not exceed \$292,000.00.

**VI. PAYMENT AND INVOICES**

- A. The cost of services received shall not exceed the total budgeted amount, as stated in Section V, Contract Amount.
- B. The TDCJ shall pay the COUNTY \$50.00 per day for each Releasee. It is expressly understood and agreed that, except as otherwise provided herein, this per diem rate to be paid by the TDCJ shall be full compensation for housing, programs/treatment, care and all other services performed by the COUNTY.
- C. The COUNTY shall invoice the TDCJ monthly for services rendered under this Contract.
- D. Invoices shall be submitted to the TDCJ within twenty (20) days after the last calendar day of the month in which services were rendered.
- E. The TDCJ shall pay the COUNTY within thirty (30) days after receipt of an accurate invoice.

**VII. PERFORMANCE STANDARDS**

The COUNTY shall be required to maintain acceptable Performance Standards in various areas as determined by the TDCJ. These areas, Performance Standards and deductions are listed below:

<b>Performance Standards</b>	<b>Acceptable</b>	<b>Unacceptable</b>	<b>Per Diem Adjustment</b>
(A) The COUNTY shall submit a written response within twenty (20) days to the TDCJ upon receipt of the results of an audit and areas of non-compliance.	Written response received in twenty (20) days or less.	Written response received on twenty-first (21 <sup>st</sup> ) day or greater.	The COUNTY's monthly payment will be suspended until the TDCJ receives written response from the COUNTY.
(B) After submitting the written response on areas of non-compliance to the TDCJ and TDCJ approves the corrective action plan, the COUNTY absent extensions given by the TDCJ shall complete all corrective actions on areas of non-compliance within ninety (90) days.	Corrective actions are completed within ninety (90) days.	Corrective actions are not completed within ninety (90) days.	The COUNTY's monthly payment will be suspended until corrective actions are completed.

**VIII. INSPECTION AND ACCEPTANCE OF SERVICES**

- A. The TDCJ 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 TDCJ



shall perform inspections in a manner that will not unduly interfere with the COUNTY's performance of services. The COUNTY shall furnish, and shall require subcontractors to furnish, at no increase in Contract price, all reasonable assistance for the safe and convenient performance of these duties.

- B. From time to time the TDCJ 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 the COUNTY related specifically to the facility, including all financial books and records, maintenance records, employee records including time and attendance records, Releasee records and any and all records and documents generated by the COUNTY and its subcontractors in connection with the performance of this Contract.
- C. If subject to the outcome of an audit, it is determined that the COUNTY is in non-compliance with any provisions of this Contract and/or that money is owed to the TDCJ by the COUNTY, then the TDCJ may exercise its rights of recovery of money owed as authorized in Section VII, Performance Standards, of this Contract.
- D. If any of the services are non-compliant with the Contract requirements, the COUNTY shall be notified describing specific areas of non-compliance. The COUNTY shall have a twenty (20) day period to file a written response detailing corrective action(s) taken to address all items of non-compliance. The response must include supporting documentation, which verifies execution of corrective action(s) taken. Unless otherwise specified, or previously agreed to by the TDCJ, 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 COUNTY and the TDCJ, no further action regarding such items shall be taken. If an item of non-compliance cannot be resolved between the COUNTY and the TDCJ, and such item remains uncorrected for a period of twenty (20) days or longer after written notification to the COUNTY, then such item may be declared to be an Event of Default.

## **IX. INSPECTION OF COMPLEX**

The COUNTY shall provide entry at all times by the Texas Board of Criminal Justice and the TDCJ's authorized employees/agents for inspections, and any 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 TDCJ, shall be admitted into the Complex at any time.

## **X. MONITORING CRITERIA**

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

- B. The COUNTY shall cooperate fully with the TDCJ in obtaining the requisite information needed to complete such audits and to assess the quality of the COUNTY's performance.
- C. Monitoring may include, but is not limited to, document reviews and on-site audits conducted by Authorized Representatives of the TDCJ. Such monitoring by the TDCJ shall not relieve the COUNTY of any of its obligations under this Contract.
- D. The Contract Monitor and other TDCJ 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 the COUNTY, become an item of non-compliance, as authorized in Section VII, Performance Standards, of this Contract.

**XI. AUTHORITY TO AUDIT**

- A. The COUNTY 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. The COUNTY 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. The COUNTY shall ensure that this clause concerning the authority to audit funds received indirectly by subcontractors through the COUNTY and the requirement to cooperate is included in any subcontract it awards.
- C. The COUNTY shall reimburse the State of Texas up to \$1,000.00 for all costs associated with enforcing this provision.

**XII. RELATIONSHIP OF PARTIES**

The COUNTY is associated with the TDCJ only for the purposes, to the extent set forth herein, and with respect to the performance of services hereunder. The COUNTY 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. 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 the TDCJ whatsoever with respect to indebtedness, liabilities, and obligations of the COUNTY or any other party.

**XIII. DEFAULT AND TERMINATION**

- A. Prior to the expiration of the Contract Term, either party may terminate this Contract, without cause, upon ninety (90) days prior written notice to the other party. Notice shall be provided via certified mail. Within ten (10) days after the effective date of termination, the COUNTY shall submit its final invoice for the month in which termination occurs in the manner set forth in Section VI, Payment for Services.

- B. If either party refuses or fails to perform any of its obligations hereunder, the other party shall give written notice of such default to the defaulting party. If the defaulting party fails or refuses to cure such default within ten (10) days after written notice is given, the non-defaulting party may terminate the Contract upon ten (10) days written notice given to the defaulting party. Within ten (10) days after the effective date of termination, the COUNTY shall submit its final invoice for the month in which termination occurs in the manner set forth in Section VI, Payment for Services.
- C. In the event of non-appropriation, this Contract shall automatically terminate as of the last day of the contract period for which appropriations have been made.

**XIV. NOTICES**

All notices required or permitted under this Contract shall be in writing and shall be deemed delivered when actually received, or if earlier, on the third day following deposit in a U.S. mail with proper postage affixed, addressed to the respective other party at the address prescribed below or at such other address as the receiving party may have prescribed by notice to the sending party. Addresses for notices shall be as follows:

COUNTY: Travis County  
PO Box 1748  
Austin, Texas 78767  
Attention: Michael Hemby  
(512) 854-4924  
michael.hemby@co.travis.tx.us

TDCJ: Texas Department of Criminal Justice  
Contracts and Procurement  
Client Services and Governmental Contracts Branch  
Two Financial Plaza, Suite 525  
Huntsville, Texas 77340  
Attention: Jennifer Gaines Kimich, Contract Specialist  
(936) 437-7129  
jennifer.gaineskimich@tdcj.state.tx.us

**XV. DISPUTE RESOLUTION**

Any dispute arising under this Contract, which is not disposed of by mutual agreement between the COUNTY and the TDCJ shall be resolved as follows:

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

- A. The COUNTY'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 Texas Government Code, Chapter 2260, Subchapter B. To initiate the process, the COUNTY 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. 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 TDCJ and the COUNTY otherwise entitled to notice under the parties' Contract. Compliance by the COUNTY with Subchapter B is a condition precedent to the filing of a contested case proceeding under Texas Government Code, Chapter 2260, Subchapter C.

- B. The contested case process provided in Texas Government Code, Chapter 2260, Subchapter C is the COUNTY's sole and exclusive process for seeking a remedy for an alleged breach of Contract by the TDCJ if the parties are unable to resolve their disputes under subparagraph (A) of this paragraph.
- C. Compliance with the contested case process provided in Subchapter C is a condition precedent to sue from the Legislature under the Civil Practices and Remedies Code, Chapter 107. Neither the execution of this Contract by the TDCJ nor any other conduct of any representative of the TDCJ related to the Contract shall be considered a waiver of sovereign immunity to suit.

In addition to complying with Texas Government Code, Chapter 2260, the COUNTY and the TDCJ 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.

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

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

## **XVI. FRAUD, WASTE OR ABUSE**

In accordance with Texas Government Code, Chapter 321, the State Auditor's Office (SAO) is authorized to investigate specific acts or allegations or impropriety, malfeasance, or nonfeasance in the obligation, expenditure, receipt or use of state funds. If there is a reasonable cause to believe that fraud, waste or abuse has occurred at this agency, it can be reported to the SAO by calling 1-800-892-8348 or at the SAO's website at [www.sao.state.tx.us](http://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.

**XVII. MISCELLANEOUS**

- A. This Contract shall be governed by and construed in accordance with the laws of the State of Texas.
- B. In performing the services required by this Contract, the COUNTY shall observe and comply with all applicable Federal and State laws, rules and regulations affecting the services to be provided. Nothing in this Contract is intended or shall be construed to require the COUNTY to accept or admit any Releasee if in the opinion of the County Sheriff such acceptance or admittance would create overcrowding at the COUNTY Complex.
- C. This Contract may be modified or supplemented only by a written document signed by the duly authorized representatives of the parties hereto.
- D. This Contract, together with the provisions heretofore incorporated herein by reference, contains the entire Contract between the parties relating to the rights herein granted and the obligations herein assumed. Any oral representation or modification concerning this instrument shall be of no force or effect.
- E. This Contract is executed in multiple counterparts, each of which shall constitute an original. If any part of the Contract is determined to be void or unenforceable, all other parts remain in force and effect.
- F. The COUNTY shall comply with Texas Government Code, Chapter 216I regarding Historically Underutilized Businesses (HUBs) in making purchases or providing the services required under this Contract. A detailed description of the HUB Subcontracting Plan and required forms to be submitted are included as Exhibit A.
- G. The COUNTY and the TDCJ do hereby certify that: (1) the services specified above are necessary and essential for activities that are properly within the statutory functions and programs of the affected agencies of State Government, (2) the proposed arrangements serve the interest of efficient and economical administration of the State Government, and (3) the services, supplies or materials contracted for are not required by the Constitution of Texas, Article 16, Section 21 to be supplied under contract given to the lowest responsible bidder.
- H. The COUNTY shall provide services to the TDCJ that are in compliance with all applicable local, state, and federal laws, rules and regulations now in effect or that become effective during the term hereof including but not limited to Civil Rights Act of 1964; Title VII of the Civil Rights Act of 1964; Section 504 of the Rehabilitation Act of 1973; the Age Discrimination in Employment Act; the Immigration Reform and Control Act of 1986; Code of Federal Regulations, Title 42 Part 2 (regarding

information about drug and alcohol abuse offenders); Environmental Protection Agency (EPA) Rules and Regulations; Texas Code of Criminal Procedure; Texas Health and Safety Code, and any and all relevant federal and state financial cost principles and audit requirements; and any and all rules, policies and procedures established from time to time by the COUNTY and the TDCJ regarding the operations under this Contract.

- I. Both parties agree that each shall be fully responsible for any and all claims attributable to any negligent act or omission of such party or its agents or employees, arising from any injury or damage to any person or property occurring during the Contract term.

It is expressly understood and agreed that the purpose of this provision is to fix and define the liabilities as between the respective parties hereto, and that such provision is not to be construed or interpreted as a waiver by either party of any of the defense it may have, either at law or in equity, to claims or causes of action which may be asserted by third parties.



Rev. 02/12

# HUB SUBCONTRACTING PLAN (HSP)

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

**NOTE: Responses that do not include a completed HSP shall be rejected pursuant to Texas 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 2009 State of Texas Disparity Study. The statewide HUB goals defined in 34 Texas Administrative Code (TAC) §20.13 are:

- 11.2 percent for heavy construction other than building contracts,
- 21.1 percent for all building construction, including general contractors and operative builders contracts,
- 32.7 percent for all special trade construction contracts,
- 23.6 percent for professional services contracts,
- 24.6 percent for all other services contracts, and
- 21 percent for commodities contracts.

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

In accordance with 34 TAC §20.14(d)(1)(D)(iii), a respondent (prime contractor) may demonstrate good faith effort to utilize Texas certified HUBs for its subcontracting opportunities if the total value of the respondent's subcontracts with Texas certified HUBs meets or exceeds the statewide HUB goal or the agency specific HUB goal, whichever is higher. When a respondent uses this method to demonstrate good faith effort, the respondent must identify the HUBs with which it will subcontract. If using existing contracts with Texas certified HUBs to satisfy this requirement, only contracts that have been in place for five years or less shall qualify for meeting the HUB goal. This limitation is designed to encourage vendor rotation as recommended by the 2009 Texas Disparity Study.

The TDCJ HUB goals are defined as:

- 17.5 percent for heavy construction other than building contracts. This goal is higher than the statewide goal and therefore must be the utilized goal for this category,
- 36.9 percent for all building construction, including general contractors and operative builders contracts. This goal is higher than the statewide goal and therefore must be the utilized goal for this category,
- 32.7 percent for all special trade construction contracts,
- 23.6 percent for professional services contracts,
- 24.6 percent for all other services contracts, and
- 21 percent for commodities contracts.

**The TDCJ has determined that the HUB Category for this contract falls under the  
Commodities Contracts Category.**

**The HUB Goal for this category is therefore identified as 21%.**

**For assistance in completing the HSP contact:**

**Sharon Schultz @ 936-437-7026 or Lani Maness @ 936-437-7061**

**sharon.schultz@tdcj.state.tx.us or lani.maness@tdcj.state.tx.us**

**SECTION 1 RESPONDENT AND REQUISITION INFORMATION**

a. Respondent (Company) Name: <u>Travis County</u>	State of Texas VID #: <u>17460001922</u>
Point of Contact: <u>Major Darren Long</u>	Phone #: <u>512-854-9348</u>
E-mail Address: <u>darren.long@co.travis.tx.us</u>	Fax #: <u>512-854-9722</u>
b. Is your company a State of Texas certified HUB? <input type="checkbox"/> - Yes <input checked="" type="checkbox"/> - No	
c. Requisition #: <u>696-PD-14-15-L063</u>	Bid Open Date: <u>09/01/2013</u> <small>(month/yyyy)</small>

Enter your company's name here: Travis County

Requisition #: 696-PD-14-15-L063

**SECTION 2 SUBCONTRACTING INTENTIONS**

After dividing the contract work into reasonable lots or portions to the extent consistent with prudent industry practices, and taking into consideration the scope of work to be performed under the proposed contract, including all potential subcontracting opportunities, the respondent must determine what portions of work, including goods and services, will be subcontracted. Note: In accordance with 34 TAC §20.11, an "Subcontractor" means a person who contracts with a prime contractor to work, to supply commodities, or to contribute toward completing work for a governmental entity.

a. Check the appropriate box (Yes or No) that identifies your subcontracting intentions:

- Yes, I will be subcontracting portions of the contract. (If Yes, complete Item b, of this SECTION and continue to Item c of this SECTION.)

- No, I will not be subcontracting any portion of the contract, and I will be fulfilling the entire contract with my own resources. (If No, continue to SECTION 3 and SECTION 4.)

b. List all the portions of work (subcontracting opportunities) you will subcontract. Also, based on the total value of the contract, identify the percentages of the contract you expect to award to Texas certified HUBs, and the percentage of the contract you expect to award to vendors that are not a Texas certified HUB (i.e., Non-HUB).

Item #	Subcontracting Opportunity Description	HUBs		Non-HUBs
		Percentage of the contract expected to be subcontracted to HUBs with which you have a <u>continuous contract*</u> in place for five (5) years or less.	Percentage of the contract expected to be subcontracted to HUBs with which you have a <u>continuous contract*</u> in place for more than five (5) years.	Percentage of the contract expected to be subcontracted to non-HUBs.
1		%	%	%
2		%	%	%
3		%	%	%
4		%	%	%
5		%	%	%
6		%	%	%
7		%	%	%
8		%	%	%
9		%	%	%
10		%	%	%
11		%	%	%
12		%	%	%
13		%	%	%
14		%	%	%
15		%	%	%
Aggregate percentages of the contract expected to be subcontracted:		%	%	%

(Note: If you have more than fifteen subcontracting opportunities, a continuation sheet is available online at <http://window.state.tx.us/procurement/prog/hub/hub-subcontracting-plan/>)

c. Check the appropriate box (Yes or No) that indicates whether you will be using only Texas certified HUBs to perform all of the subcontracting opportunities you listed in SECTION 2, Item b.

- Yes (If Yes, continue to SECTION 4 and complete an "HSP Good Faith Effort - Method A (Attachment A)" for each of the subcontracting opportunities you listed.)

- No (If No, continue to Item d, of this SECTION.)

d. Check the appropriate box (Yes or No) that indicates whether the aggregate expected percentage of the contract you will subcontract with Texas certified HUBs with which you have a continuous contract\* in place with for five (5) years or less meets or exceeds the HUB goal the contracting agency identified on page 1 in the "Agency Special Instructions/Additional Requirements".

- Yes (If Yes, continue to SECTION 4 and complete an "HSP Good Faith Effort - Method A (Attachment A)" for each of the subcontracting opportunities you listed.)

- No (If No, continue to SECTION 4 and complete an "HSP Good Faith Effort - Method B (Attachment B)" for each of the subcontracting opportunities you listed.)

*\*Continuous Contract: Any existing written agreement (including any renewals that are exercised) between a prime contractor and a HUB vendor, where the HUB vendor provides the prime contractor with goods or service under the same contract for a specified period of time. The frequency the HUB vendor is utilized or paid during the term of the contract is not relevant to whether the contract is considered continuous. Two or more contracts that run concurrently or overlap one another for different periods of time are considered by CPA to be individual contracts rather than renewals or extensions to the original contract. In such situations the prime contractor and HUB vendor are entering (have entered) into "new" contracts.*



Enter your company's name here: Travis County Requisition #: 696-PD-14-15-L063

**SECTION 3 SELF PERFORMING JUSTIFICATION** (If you responded "No" to SECTION 2, Item a, you must complete this SECTION and continue to SECTION 4.)

Check the appropriate box (Yes or No) that indicates whether your response/proposal contains an explanation demonstrating how your company will fulfill the entire contract with its own resources.

- Yes (If Yes, in the space provided below list the specific page(s)/section(s) of your proposal which explains 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.)

Travis County will provide housing, food and security for the parolees. Travis County will use its facilities and personnel located at 3614 Bill Price Road, Del Valle, Texas. No other services or subcontracting opportunities are anticipated.

**SECTION 4 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 is true and correct. Respondent understands and agrees that, if awarded any portion of the requisition:

- The respondent will provide notice as soon as practical to all the subcontractors (HUBs and Non-HUBs) of their selection as a subcontractor for the awarded contract. The notice must specify at a minimum the contracting agency's name and its point of contact for the contract, the contract award number, the subcontracting opportunity they (the subcontractor) will perform, the approximate dollar value of the subcontracting opportunity and the expected percentage of the total contract that the subcontracting opportunity represents. A copy of the notice required by this section must also be provided to the contracting agency's point of contact for the contract no later than ten (10) working days after the contract is awarded.
- The respondent must submit monthly compliance reports (Prime Contractor Progress Assessment Report - PAR) to the contracting agency, verifying its compliance with the HSP, including the use of and expenditures made to its subcontractors (HUBs and Non-HUBs). (The PAR is available at <http://www.window.state.tx.us/procurement/prog/hub/hub-forms/progressassessmentrpt.xls>).
- The respondent must seek approval from the contracting agency prior to making any modifications to its HSP, including the hiring of additional or different subcontractors and the termination of a subcontractor the respondent identified in its HSP. If the HSP is modified without the contracting agency's prior approval, respondent may be subject to any and all enforcement remedies available under the contract or otherwise available by law, up to and including debarment from all state contracting.
- The respondent must, upon request, allow the contracting agency to perform on-site reviews of the company's headquarters and/or work-site where services are being performed and must provide documentation regarding staffing and other resources.

Cyd V. Grimes                      Cyd V. Grimes      Purchasing                      8/6/13  
Signature                                      Printed Name                      Title                                      Date  
Agent

- REMINDER:**
- If you responded "Yes" to SECTION 2, Items c or d, you must complete an "HSP Good Faith Effort - Method A (Attachment A)" for each of the subcontracting opportunities you listed in SECTION 2, Item b.
  - If you responded "No" SECTION 2, Items c and d, you must complete an "HSP Good Faith Effort - Method B (Attachment B)" for each of the subcontracting opportunities you listed in SECTION 2, Item b.



# 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: 696-PD-14-15-L063      Date of Award: 09/01/2013      Object Code: \_\_\_\_\_  
(mm/dd/yyyy) (Agency Use Only)

Contracting Agency/University Name: Texas Department of Criminal Justice

Contract Administrator Name: Jennifer Gaines Kimich

Contractor (Company) Name: Travis County      State of Texas VID #: 17460001922

Point of Contact: Major Darren Long      Phone #: (512) 854-9348

Reporting (Month) Period: \_\_\_\_\_      Total Amount Paid this Reporting Period to Contractor: \$ \_\_\_\_\_

### ***Report HUB and Non-HUB subcontractor information***

Subcontractor's Name	Subcontractor's VID or HUB Certificate Number	Texas Certified HUB? (Yes or No)	Total Contract \$ Amount from HSP with Subcontractor	Total \$ Amount Paid This Reporting Period to Subcontractor	Total Contract \$ Amount Paid to Date to Subcontractor	Object Code (Agency Use Only)
			\$	\$	\$	
			\$	\$	\$	
			\$	\$	\$	
			\$	\$	\$	
			\$	\$	\$	
			\$	\$	\$	
			\$	\$	\$	
			\$	\$	\$	
<b>TOTALS:</b>			\$	\$	\$	

Signature: \_\_\_\_\_ Title: \_\_\_\_\_ Date: \_\_\_\_\_

\*Note: Prime contractors can verify subcontractor HUB certification status on-line at <http://www2.cpa.state.tx.us/cmb/cmbhub.html>