

Texas Bond Review Board Procurement Plan

Fiscal Year 2020 Procurement Plan



BRB

TEXAS BOND REVIEW BOARD

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FY20 Texas Bond Review Board Procurement Plan

General Information

Agency Name: Texas Bond Review Board
Agency Number: 352

Procurement Director Contact Information

John Perryman, Chief Financial Officer
(512) 463-9890
john.perryman@brb.texas.gov

Purchasing Capacity Assessment

Dollar value of agency delegated purchases for FY19: \$56,565.09
Number of purchasing FTEs: 3
Automated purchasing tools used by agency: CAPPS eProcurement

Please attach the following:

- [Purchasing and Contract Procedures](#) (follows)
- **Credit Card Procedures**
 - BRB elects not to participate in the State of Texas Commercial Charge Card Program.
- **SAO Audits of purchasing and contract management functions for FY19-FY20**
 - SAO did not conduct an audit of the purchasing and contract management functions of the agency during this period.
- **Comptroller post payment or procurement audits for FY19-20.**
 - Comptroller did not conduct post payment or procurement audits during this period.

Certified Procurement Professionals

Number of certified purchasing FTEs: 1
Number of certified contract developer FTEs: 1
Number of certified contract management FTEs: None

Name	Title	Certification Number
John Perryman	Chief Financial Officer	CTPM0821141
Barbara Frische	Accountant	CTCD1011828

Training Projections for the Fiscal Year

Number of seats needed for CTCD certification courses for FY20: None
Number of seats needed for CTCM certification courses for FY20: None

Delegated Purchasing Assessment

Please list name of personnel with delegated signature authority for proprietary justification:
Rob Latsha, Executive Director

Please complete the table below with the requested information on your agency's five delegated purchases anticipated to have the highest expenditure for commodities or services (excluding professional services) not available on an existing contract through CPA or DIR for FY20.

Delegated Purchase	Anticipated Value for FY20	Previous FY Value for same/similar purchase:	Name of current vendor:	Has the agency looked for the item on CPA or DIR contract? (Y/N)
Computer Equipment	\$2,000.00	\$3,129.00	SHI Government Solutions, Inc	Y
Copy Editing/Proofreading	\$2,000.00	\$2,325.00	Ceres Publishing Services, LLC	Y
Office 365	\$2,300.00	\$2,265.12	LiftOff	Y
Office Supplies/Equipment	\$6,000.00	\$5,818.79	V-Quest	Y
Training	\$1,000.00	\$936.00	Sourcemia	Y

Texas Bond Review Board's

Purchasing and Contract Management Procedures

The information in this section reflects the purchasing and contracting policies, procedures and practices of the Texas Bond Review Board (BRB), pursuant to [Tex. Gov't Code §2261.256\(a\)](#). Procedures were developed in accordance with the guidance set forth in the Texas Comptroller of Public Accounts, Statewide Procurement Division's (SPD) [State of Texas Procurement and Contract Management Guide](#) (PCMG). Agency procedures should be read in conjunction with the PCMG. In the event of a conflict, the applicable statute, rule or PCMG prevails. BRB purchasing and contracting policies are intended for internal use and do not constitute a right for any vendor.

Unless otherwise specified by statute or rule, BRB has delegated purchasing authority from the Texas Comptroller of Public Accounts (CPA) for one-time purchases of goods of \$50,000 or less, and for services valued at \$100,000 or less. Purchases above the stated thresholds are subject to review by the CPA Statewide Procurement Division (SPD).

New Legislation

Contract Solicitation Documents

Contract solicitation documents are any documents used by the agency to evaluate responses to a competitive solicitation for a contract issued by the agency. A contract solicitation document that is electronic must be retained in its electronic format. [Tex. Gov't Code § 441.1855](#). BRB may maintain documentation relevant to the acquisition within the Centralized Accounting and Payroll/Personnel System's (CAPPS) Financials module for the respective PO or voucher.

Contract File Checklist – Certification of Agency Compliance

For procurements that meet the SPD established monetary thresholds for competitive action, BRB will include in its files a Contract File Checklist. [Appendix A](#). [Tex. Gov't Code § 2262.053](#).

Conflict of Interest and Ethics

BRB staff will be good stewards of public funds and comport themselves in a manner that maintains the integrity and credibility of its purchasing program. Credibility and public confidence are vital to its purchasing and contracting system.

BRB employees may not have an interest in, or in any manner be connected with a contract or bid for a purchase of goods or services by BRB; 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. [Tex. Gov't Code §2155.003](#). BRB purchasers have certified their compliance with this section of the code by completing the Non-Disclosure and Conflict of Interest forms included in [Appendix B](#).

Risk of Fraud, Waste, or Abuse

Staff participating in BRB’s purchasing and contract management processes have a duty to report suspected, fraud, waste, or abuse in the planning and monitoring phase to their managers. Executive staff with reasonable cause to believe that money was lost, misappropriated, misused, or that other fraudulent or unlawful conduct occurred are required to report the information to the State Auditor’s Office (SAO). Staff may also report suspicious activities or fraudulent acts to the SAO through their website (<https://sao.fraud.texas.gov/ReportFraud/>). by phone at 1-800-TX-AUDIT (892-8348), or by mail to State Auditor’s Office, Attn: IAS, P.O. Box 12067, Austin, TX 78711-2067. Individuals reporting fraud may remain anonymous.

Purchase Requisition Initiation and Approval Process

<p>Program Staff</p>	<p>Staff identifies need for goods or services and routes a request to the purchaser. Requests shall include:</p> <ul style="list-style-type: none"> <input type="checkbox"/> complete and specific description of the item; <input type="checkbox"/> quantity; <input type="checkbox"/> date desired or needed; <input type="checkbox"/> justification of purchase and estimated cost (if known). <p><u>State funds WILL NOT be used to purchase food, beverages or plants used for decorative purposes.</u></p>
<p>Purchasing Team</p>	<p>SPD Non-Delegated Authority?</p> <ol style="list-style-type: none"> 1. Determine the appropriate commodity class and item number by using the Texas Comptroller of Public Accounts - Statewide Procurement Division’s (SPD) website to access the National Institute of Governmental Purchasing (NIGP) Commodity Book: https://comptroller.texas.gov/purchasing/nigp/ 2. Check Set Aside Programs <ul style="list-style-type: none"> • Prison Made Good Program. Is the product or service available through the TCI site http://www.tci.tdcj.texas.gov/? If yes, note TCI offers most goods through Texas SmartBuy and should be ordered through http://www.txsmartbuy.com/. For any TCI good or service not available on Texas Smartbuy email tci@tdcg.texas.gov. POs issued directly to TDCG must include the following statement: <i>“The award was made under the Prison Made Goods Act and is non-competitive.”</i> <ol style="list-style-type: none"> i. TCI Waiver – BRB has a duty to purchase from TCI if the good or service is available. If BRB desires to purchase a good or service provided by TCI from another source, the agency must apply for a waiver. Waivers may be approved based on the inability of TCI to meet the requested delivery date, due to price differences, or precise specifications that can not be met by TCI. TCI Waiver Forms are available at the CPA website. https://comptroller.texas.gov/purchasing/forms/. • State Use Program. Check the State Use Program (at Texas SmartBuy) to see if the product or service provided both reasonably meets the end user’s

specifications and is also available within the time specified. Texas Workforce Commission (TWC) oversees the State Use Program. **WorkQuest** (former TIBH) vendors provide goods and services for agencies to purchase on Texas Smartbuy ([http://www.txsmartbuy.com/.](http://www.txsmartbuy.com/))

The BRB approved Purchase Order (PO) number must be referenced when submitting the order through Texas SmartBuy.

- i. Exceptions – BRB is not required to use WorkQuest provided products or services if they fail to meet its specifications for quantity, quality, delivery time, or life cycle costs. BRB is required to report each month through the State Use Program Exception Reporting products or services that could have been purchase from WorkQuest but were purchased elsewhere. Designated users will report through this CPA [portal](#).

3. **Information Technology Technology (IT)** (any NIGP Class/Items with an “*”) BRB shall purchase IT items through **Department of Information Resources (DIR) contracts** unless BRB first obtains an exemption. Tex. Gov’t Code, § 2157.068.

DIR - All Contracts & Services

<https://dir.texas.gov/View-Contracts-And-Services/Landing.aspx>

Threshold Requirements for IT Commodities (*hardware, software and some services*)

Contract Value	Number of Vendors
\$50,000 or less	May award directly to vendor of choice
More than \$50,000 but not more than \$1 million	3 (or all Vendors in a category with less than 3 Vendors)
More than \$1 million but not more than \$5 million	6 (or all Vendors in a category with less than 6 Vendors)

***Under \$2,000** - BRB considers Catalog Information Systems Vendors (CISV) purchases, as it does any other purchase under \$2,000.00. Vendors are identified which, we believe, best fit our needs. Our agency would like for this to be a Historically Underutilized Business (HUB) vendor whenever possible. If a HUB vendor is unable to meet our product needs or unable to meet best value determination, we will consider other vendors.

If BRB needs a technology item that DIR does not appear to carry, the first step is to request an exemption through the DIR website. The exemption needs to include the estimated amount for the purchase and detail the research the agency undertook in its finding of lack of availability of a compliant offering. It is DIR’s position that there is a strong likelihood that **their** contract managers will be successful in identifying a similar product or service available on an existing DIR contract. Failing that, they may be able to work with a current contract to add the offering to meet the agency’s needs.

If the agency is granted an exemption (retain in procurement file), it then has the authority to proceed with an open market procurement in keeping with CPA/SPD guidelines, following all threshold requirements.

4. **Term Contracts.** Check if commodity or service is available under a term contract, (search NGIP class/item codes) at: <http://www.txsmartbuy.com/contracts>. Competitive bidding is **not** required for items purchased under Term Contracts. Staff are not allowed to use delegated authority to purchase goods or services available through a statewide

term contract UNLESS the quantity required is less than the minimum order quantity specified in the Term Contract. 34 Tex. Admin. Code § 20.220.

- **SPD Texas Multiple Award Schedule (TXMAS) Contracts.** TXMAS contracts supplement Term contracts. TXMAS adapts existing competitively awarded (federal or other state) government contracts for Texas state agencies. BRB may use TXMAS contracts without obtaining delegated authority from SPD to make purchases that exceed \$50,000 for goods or \$100,000 for services. Tex. Gov't Code § 2155.502.

Purchasing Team

SPD Delegated Authority. SPD delegates its purchasing functions to state agencies based upon SPD rule or contract value. Delegated purchases are procured whenever possible through competitive bidding. When determining contract award, preference is given to HUB vendors.

- [Tex. Gov't Code § 2155.131](#) Delegation of Authority to State Agencies
- [Tex. Gov't Code § 2155.132](#) Purchases Less Than Specified Monetary Amount

1. Determine the estimated dollar amount of purchase.
2. Determine the appropriate commodity class and item number by using the Texas Comptroller of Public Accounts - Statewide Procurement Division's (SPD) website to access the National Institute of Governmental Purchasing (NIGP) Commodity Book: <https://comptroller.texas.gov/purchasing/nigp/>.
3. Determine the appropriate purchasing method to be used based upon the NIGP code, delivery requirement and cost. All acquisitions will adhere to applicable governing statutes, rules, and the State of Texas Procurement and Contract Management Guide. Competitive Bidding Requirements for Non-IT Purchases

Contract Value	Number of Vendors
\$5,000 or less	Spot Purchase – competitive bidding is not required. Purchase Category Code (PCC): E It is in the best interest of the BRB for the Purchaser to contact three (3) vendors to ensure that an (informal) competitive best value bid process results in an award that is most advantageous to the state. If the Purchaser contacts more than one vendor, at least two of the vendors must be HUB certified vendors (if available for that good/service).
\$5,000 - \$25,000	3 informal bids from vendors on Texas Centralized Master Bidders List (CMBL): https://mycpa.cpa.state.tx.us/tpasscmbsearch/tpasscmbsearch.do Two of the three bids must be Historically Underutilized Business (HUB) vendors. If it enhances competition, non-CMBL vendors may be added to the bid list with written approval from the Chief Financial Officer or the Executive Director. Evaluate and award the purchase under the delegated purchasing rules. A Bid Tabulation is prepared showing bidders names, contacts and bid amounts. When award is made, a purchase order (PO) is issued. Copies of the bids will be uploaded onto the PO in CAPPs.
> \$25,000	Must be approved by the Executive Director. It is necessary to solicit formal written bids from all eligible vendors on the CMBL listed for that class/item that serve the agency's geographic region (county, city or zip code). Must post competitive solicitation to Electronic State Business Daily (ESBD). Develop Request for Proposal (RFP) – reference: SPD Procurement & Contract Mgmt Guide for guidance.

4. After determining a purchasing method, a PO input into CAPPS Financials.
5. IMPORTANT follow ALL of the Post Payment & Procurement Review Checklists items specified in **Appendix 30** of SPD's Procurement & Contract Management Guide for the applicable PCC code. Upload documentation of these checks onto the CAPPs PO or voucher.

Documentation Needed for Procurement File for Purchases with PCC E, D (under \$1,000), & K:

- a. **DEBARMENT CHECK**
<https://comptroller.texas.gov/purchasing/programs/vendor-performance-tracking/debarred-vendors.php>
- b. **SAM.GOV CHECK** (document no more than 7 days prior to contract award) - <https://sam.gov/SAM/>
- c. **IRAN, SUDAN, FOREIGN TERRORIST ORGANIZATION CHECK, AND BOYCOTT ISRAEL CHECK** (#4 reports are individually posted on this page documentation for each must be included in procurement file):
<https://comptroller.texas.gov/purchasing/publications/divestment.php>.
- d. **WARRANT HOLD (VENDOR HOLD) CHECK**
<https://fmcpa.cpa.state.tx.us/tpis/search.html> --must be performed **not EARLIER than 7 days before contract execution AND not Later Than Date of Execution.**

6. After approval, procurement, and receipt of invoice, payment is processed to the vendor. Vouchers prepared for payment are approved by the CFO.

Specific Legal Authority	
Travel	BRB's Chief Financial Officer functions as the agency's Travel Coordinator. When processing travel vouchers, cite: <u>34 TAC Rule §5.22 State of Texas Travel Guidance</u> .
Tuition & Training	Tuition and Training Reimbursement <u>Tex. Gov't Code § 656.048, Rules Relating to Training and Education</u> Remind staff applying for tuition reimbursement that documentation of a grade of "B" or better must be included in the procurement file per policy set forth in the BRB Employee Manual. Note, if the agency spends more than \$5,000 in a fiscal year for any <i>individual</i> training or education program – that information must be reported to the Legislative Budget Board no later than August 31 ST .

Statewide Procurement Division (SPD)

SPD is the state's central authority for the procurement of non-IT goods and services. SPD manages statewide contracts and delegates procurement authority to agencies for specific purchases. SPD also manages the following programs that are utilized for both IT and non-IT procurements:

- Centralized Master Bidders List (CMBL),
- Historically Underutilized Business Program (HUB),
- Electronic State Business Daily (ESBD), and
- Vendor Performance Tracking System (VPTS).

An abbreviated summary of SPD programs and online systems is in [Appendix D](#).

Historically Underutilized Businesses (HUB)

<p>Policy</p>	<p>A HUB is:</p> <ul style="list-style-type: none"> • for-profit business that does not exceed standards set forth in <u>34 TAC Rule § 20.282 Definitions</u>. • has its principal place of business in Texas, and • is at least 51% owned by an Asian Pacific American, Black American, Hispanic American, Native American, American woman and/or Service Disabled Veteran, who reside in Texas and actively participate in the control, operations and management of the entity's affairs. <p>BRB is committed to promoting and increasing purchasing and contracting opportunities for businesses owned and certified as HUBs. BRB will always strive to achieve and exceed the HUB Statewide goals whenever possible.</p>
<p>Procedures</p>	<ol style="list-style-type: none"> 1. Purchases of \$5000.01 to \$10,000, Purchaser must obtain at least three (3) informal bids, two (2) of which must be obtained from CPA certified HUBs; may also be supplemented by non-CMBL vendors. 2. Purchases from \$10,000.01 to \$25,000, Purchaser must obtain a least three (3) formal bids, two (2) of which must be obtained from CPA certified HUBs; may also be supplemented by non-CMBL vendors. Purchases over \$25,000, Purchaser must solicit bids or proposals from all eligible vendors on the CMBL serving BRB's geographic region. 3. The Purchaser shall make a good faith effort to utilize HUBs in the procurement process of all goods and services whenever applicable for any dollar amount.
<p>Legal Authority</p>	<p><u>2009 State of Texas Disparity Study, Tex. Gov't Code §2161 Historically Underutilized Businesses and 34 TAC Rule §20.284 Statewide Annual HUB Utilization Goals.</u></p>

Protest Procedures for Vendors

<p>Policy</p>	<p>When a protest is received, BRB will follow its rules to assess the merits of the vendor's claim and will correct any unlawful procurement actions. BRB staff shall will assume that a protest is frivolous. Vendors are understood to be reluctant to protest an award by the agency notwithstanding their belief that an egregious error(s) occurred during the solicitation process. Even if the protest is not sustainable under the BRB's protest rules, BRB shall proactively make appropriate improvements to its procurement practices. If shortcomings are uncovered during the protest, BRB will take the necessary steps to improve its procurement practices.</p>
<p>Procedures</p>	<p>Should a solicited vendor believe they have not been fairly considered or protests the specifications that have been included in our solicitation, the following protest procedures may be used:</p> <ul style="list-style-type: none"> A. Consider all possible alternatives to resolve the protest directly with the vendor. B. In the event a vendor objects with BRB's purchase selection, their written protest will be considered provided it is submitted within five (5) working days of BRB's purchase decision. This protest should be directed to the supervisor of the person who signed the contract or solicitation. C. The supervisory person will review the protest and render a decision within ten (10) working days. D. Based on the supervisor's decision, the contract may be cancelled, and procurement procedures begin anew. If BRB's actions are correct, the procurement continues as previously approved. E. If the vendor still feels that they are correct, they may submit a subsequent protest to the Executive Director. On advice of counsel, the Executive Director must also review the matter and render a decision within ten (10) working days. The vendor will be timely informed of the decision. F. If the Executive Director denies the Vendor's protest, the Vendor may consider a civil legal action.
<p>Authority</p>	<p><u>Tex. Gov't Code §2155.076</u></p>

Appendices

Appendix A – Contract File Checklist

Contract File Checklist	
<input type="checkbox"/>	Copy of the entire contract, including all amendments and POs
<input type="checkbox"/>	Copy of the Acquisition Plan
<input type="checkbox"/>	Copy of the Quality Assessment Plan and documentation of monitoring activities, and Vendor Performance Tracking System entries and periodic reviews
<input type="checkbox"/>	Reference list or a list of prior contracts with this specific vendor (if provides historical data relative to this contract)
<input type="checkbox"/>	Records/minutes of all meetings, both internal and external (including sign-in sheets and/or agendas)
<input type="checkbox"/>	Copy of all reports and written deliverables required by the contract such as certificates of insurance, cyber security training documentation, sales reports, approval requests, and inspection reports
<input type="checkbox"/>	Copy of all letters of approval pertaining to such matters as materials, the contractor's quality control program, prospective key personnel, and work schedules
<input type="checkbox"/>	Copy of all notices to proceed, to stop work, to correct deficiencies or change orders
<input type="checkbox"/>	Copy of all contractor invoices, information related to discount provisions for prompt payment, letters pertaining to contract deductions or fee adjustments
<input type="checkbox"/>	Copy of all general correspondence (internal and external) related to the contract
<input type="checkbox"/>	Copy of Contract Close-Out Checklist

Appendix B – Non-Disclosure and Conflict of Interest Certification for Contract Developers and Purchasers

ROB LATSHA NON-DISCLOSURE AND CONFLICT OF INTEREST CERTIFICATION

Fiscal Year 2020 Certification



A special responsibility is imposed on all people who are entrusted with the disposition of the state's funds. The fiduciary nature of the purchasing function, particularly when expending public funds, makes it critical that all persons involved in the process remain independent, free of obligation or suspicion, and free from the perception of impropriety. Premature or unauthorized disclosure of information regarding a proposed solicitation irreparably harms the State's interests and may constitute a violation of Tex. Penal Code § 39.02, the antitrust laws of the United States and the State of Texas, and/or the Public Information Act, Tex. Gov't Code ch. 552. Credibility and public confidence are vital throughout the purchasing and contracting system. The appearance of impropriety can be as harmful as the conduct itself. With this in mind, the following certification is set forth.

I, Rob Latsha, the undersigned hereby certify that I understand and agree to be bound by the commitments contained herein .

I participate in procurement processes for the Texas Bond Review Board.

I agree that I will not participate in any procurement process if I have, or if I am aware that any member of my immediate family has, an actual or potential financial interest, including employment or prospective employment, in a contract that may result from the procurement. The term "immediate family," as used in this Certification means: One's parents, wife or husband, children, brothers, and sisters, whether residing together or not.

I agree that I will not participate in any procurement process if I have, or if I am aware that any member of my immediate family has, an actual, potential, or perceived financial interest, including, but not limited to, employment or prospective employment, in a business or organization that may be a respondent (a respondent may be called a proposer, an offeror, a bidder or other like term) or a subcontractor to a respondent .

If, during any procurement process, I become aware of any actual, potential, or perceived conflict, I will immediately notify my Manager and the assigned legal counsel.

I agree that I will not solicit or accept anything of value from an actual or potential respondent. Should I receive a gift, whether solicited or unsolicited, from an actual or potential respondent or a current, potential, or previous vendor, I agree to follow the Texas Bond Review Board policies regarding disposal of the gift.

When participating in procurement processes, I will act on my own accord and not act under duress. I will not participate in a procurement process if I am currently employed by, or if I am receiving any compensation from, or if I will be the recipient of any present or future economic opportunity, employment, gift, loan, gratuity, special discount, trip, favor, or service in return for favorable consideration of a respondent(s) during a procurement process. I will have no preconceived position on the relative merits of any of the responses, nor will I have established a personal preference or position on the worth or standing of any respondents participating in any procurement. Further, I will, to the utmost of my ability, ensure that the solicitation and the specifications provide all potential respondents an equal and fair opportunity to submit a proposal for evaluation, taking care to ensure that specifications and evaluations are not intended to favor any particular respondent, performing any and all tasks related to the solicitation in an unbiased manner, to the best of my ability, and with the best interest of the State of Texas paramount in all decisions . I agree not to disclose or otherwise divulge any information pertaining to a procurement process, including the contents, status, or ranking of any response, to anyone other than approved evaluators, purchasers, and management concerned with the procurement until the process is completed. The process is considered complete after award of the contract and resolution of any protests and litigation relating to the

procurement. I understand the terms "disclose or otherwise divulge" to include but are not limited to, reproduction of any part or portion of any response, or removal of same from designated areas without prior authorization from the assigned legal counsel. I agree to perform any and all duties relating to the award process in an unbiased manner, to the best of my ability, and with the best interest of the State of Texas paramount in all decisions. A vendor or other member of the public who requests information relating to the solicitation process should be instructed to submit the request in writing, as an open records request, to the Texas Bond Review Board Open Records officer.

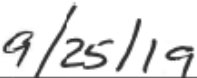
I will immediately inform both my management and the legal counsel assigned to my division if, at any time during the solicitation process, any of these statements are no longer true and correct.

I have been given the opportunity to review this statement prior to signing. If I have questions or concerns about this statement, I am to contact my management and/or assigned legal counsel. **I have not made any changes or deletions on this form without informing my Manager and assigned legal counsel**

Should I violate any of the conditions of this agreement, I understand that I may be subject to the agency's disciplinary policies as well as possible actions relating to any professional certifications or licenses that I may hold.



(Signature)



(Date)

JOHN PERRYMAN NON-DISCLOSURE AND CONFLICT OF INTEREST CERTIFICATION

Fiscal Year 2020 Certification



A special responsibility is imposed on all people who are entrusted with the disposition of the state's funds. The fiduciary nature of the purchasing function, particularly when expending public funds, makes it critical that all persons involved in the process remain independent, free of obligation or suspicion, and free from the perception of impropriety. Premature or unauthorized disclosure of information regarding a proposed solicitation irreparably harms the State's interests and may constitute a violation of Tex. Penal Code § 39.02, the antitrust laws of the United States and the State of Texas, and/or the Public Information Act, Tex. Gov't Code ch. 552. Credibility and public confidence are vital throughout the purchasing and contracting system. The appearance of impropriety can be as harmful as the conduct itself. With this in mind, the following certification is set forth.

I, John Perryman, the undersigned hereby certify that I understand and agree to be bound by the commitments contained herein .

I participate in procurement processes for the Texas Bond Review Board.

I agree that I will not participate in any procurement process if I have, or if I am aware that any member of my immediate family has, an actual or potential financial interest, including employment or prospective employment, in a contract that may result from the procurement. The term "immediate family," as used in this Certification means: One's parents, wife or husband, children, brothers, and sisters, whether residing together or not.

I agree that I will not participate in any procurement process if I have, or if I am aware that any member of my immediate family has, an actual, potential, or perceived financial interest, including, but not limited to, employment or prospective employment, in a business or organization that may be a respondent (a respondent may be called a proposer, an offeror, a bidder or other like term) or a subcontractor to a respondent .

If, during any procurement process, I become aware of any actual, potential, or perceived conflict, I will immediately notify my Manager and the assigned legal counsel.

I agree that I will not solicit or accept anything of value from an actual or potential respondent. Should I receive a gift, whether solicited or unsolicited, from an actual or potential respondent or a current, potential, or previous vendor, I agree to follow the Texas Bond Review Board policies regarding disposal of the gift.

When participating in procurement processes, I will act on my own accord and not act under duress. I will not participate in a procurement process if I am currently employed by, or if I am receiving any compensation from, or if I will be the recipient of any present or future economic opportunity, employment, gift, loan, gratuity, special discount, trip, favor, or service in return for favorable consideration of a respondent(s) during a procurement process. I will have no preconceived position on the relative merits of any of the responses, nor will I have established a personal preference or position on the worth or standing of any respondents participating in any procurement. Further, I will, to the utmost of my ability, ensure that the solicitation and the specifications provide all potential respondents an equal and fair opportunity to submit a proposal for evaluation, taking care to ensure that specifications and evaluations are not intended to favor any particular respondent, performing any and all tasks related to the solicitation in an unbiased manner, to the best of my ability, and with the best interest of the State of Texas paramount in all decisions . I agree not to disclose or otherwise divulge any information pertaining to a procurement process, including the contents, status, or ranking of any response, to anyone other than approved evaluators, purchasers, and management concerned with the procurement until the process is completed. The process is considered complete after award of the contract and resolution of any protests and litigation relating to the

procurement. I understand the terms "disclose or otherwise divulge" to include but are not limited to, reproduction of any part or portion of any response, or removal of same from designated areas without prior authorization from the assigned legal counsel. I agree to perform any and all duties relating to the award process in an unbiased manner, to the best of my ability, and with the best interest of the State of Texas paramount in all decisions. A vendor or other member of the public who requests information relating to the solicitation process should be instructed to submit the request in writing, as an open records request, to the Texas Bond Review Board Open Records officer.

I will immediately inform both my management and the legal counsel assigned to my division if, at any time during the solicitation process, any of these statements are no longer true and correct.

I have been given the opportunity to review this statement prior to signing. If I have questions or concerns about this statement, I am to contact my management and/or assigned legal counsel. **I have not made any changes or deletions on this form without informing my Manager and assigned legal counsel**

Should I violate any of the conditions of this agreement, I understand that I may be subject to the agency's disciplinary policies as well as possible actions relating to any professional certifications or licenses that I may hold.


(Signature)

09-25-19
(Date)

BRAXTON PARSONS NON-DISCLOSURE AND CONFLICT OF INTEREST CERTIFICATION

Fiscal Year 2020 Certification



A special responsibility is imposed on all people who are entrusted with the disposition of the state's funds. The fiduciary nature of the purchasing function, particularly when expending public funds, makes it critical that all persons involved in the process remain independent, free of obligation or suspicion, and free from the perception of impropriety. Premature or unauthorized disclosure of information regarding a proposed solicitation irreparably harms the State's interests and may constitute a violation of Tex. Penal Code § 39.02, the antitrust laws of the United States and the State of Texas, and/or the Public Information Act, Tex. Gov't Code ch. 552. Credibility and public confidence are vital throughout the purchasing and contracting system. The appearance of impropriety can be as harmful as the conduct itself. With this in mind, the following certification is set forth.

Braxton Parsons, the undersigned hereby certify that I understand and agree to be bound by the commitments contained herein.

I participate in procurement processes for the Texas Bond Review Board.

I agree that I will not participate in any procurement process if I have, or if I am aware that any member of my immediate family has, an actual or potential financial interest, including employment or prospective employment, in a contract that may result from the procurement. The term "immediate family," as used in this Certification means: One's parents, wife or husband, children, brothers, and sisters, whether residing together or not.

I agree that I will not participate in any procurement process if I have, or if I am aware that any member of my immediate family has, an actual, potential, or perceived financial interest, including, but not limited to, employment or prospective employment, in a business or organization that may be a respondent (a respondent may be called a proposer, an offeror, a bidder or other like term) or a subcontractor to a respondent.

If, during any procurement process, I become aware of any actual, potential, or perceived conflict, I will immediately notify my Manager and the assigned legal counsel.

I agree that I will not solicit or accept anything of value from an actual or potential respondent. Should I receive a gift, whether solicited or unsolicited, from an actual or potential respondent or a current, potential, or previous vendor, I agree to follow the Texas Bond Review Board policies regarding disposal of the gift.


When participating in procurement processes, I will act on my own accord and not act under duress. I will not participate in a procurement process if I am currently employed by, or if I am receiving any compensation from, or if I will be the recipient of any present or future economic opportunity, employment, gift, loan, gratuity, special discount, trip, favor, or service in return for favorable consideration of a respondent(s) during a procurement process. I will have no preconceived position on the relative merits of any of the responses, nor will I have established a personal preference or position on the worth or standing of any respondents participating in any procurement. Further, I will, to the utmost of my ability, ensure that the solicitation and the specifications provide all potential respondents an equal and fair opportunity to submit a proposal for evaluation, taking care to ensure that specifications and evaluations are not intended to favor any particular respondent, performing any and all tasks related to the solicitation in an unbiased manner, to the best of my ability, and with the best interest of the State of Texas paramount in all decisions. I agree not to disclose or otherwise divulge any information pertaining to a procurement process, including the contents, status, or ranking of any response, to anyone other than approved evaluators, purchasers, and management concerned with the procurement until the process is completed. The process is considered complete after award of the contract and resolution of any protests and litigation relating to the

procurement. I understand the terms "disclose or otherwise divulge" to include but are not limited to, reproduction of any part or portion of any response, or removal of same from designated areas without prior authorization from the assigned legal counsel. I agree to perform any and all duties relating to the award process in an unbiased manner, to the best of my ability, and with the best interest of the State of Texas paramount in all decisions. A vendor or other member of the public who requests information relating to the solicitation process should be instructed to submit the request in writing, as an open records request, to the Texas Bond Review Board Open Records officer.

I will immediately inform both my management and the legal counsel assigned to my division if, at any time during the solicitation process, any of these statements are no longer true and correct.

I have been given the opportunity to review this statement prior to signing. If I have questions or concerns about this statement, I am to contact my management and/or assigned legal counsel. **I have not made any changes or deletions on this form without informing my Manager and assigned legal counsel**

Should I violate any of the conditions of this agreement, I understand that I may be subject to the agency's disciplinary policies as well as possible actions relating to any professional certifications or licenses that I may hold.


(Signature)

9/25/19

(Date)

BARBARA FRISCHE NON-DISCLOSURE AND CONFLICT OF INTEREST CERTIFICATION

Fiscal Year 2020 Certification



A special responsibility is imposed on all people who are entrusted with the disposition of the state's funds. The fiduciary nature of the purchasing function, particularly when expending public funds, makes it critical that all persons involved in the process remain independent, free of obligation or suspicion, and free from the perception of impropriety. Premature or unauthorized disclosure of information regarding a proposed solicitation irreparably harms the State's interests and may constitute a violation of Tex. Penal Code § 39.02, the antitrust laws of the United States and the State of Texas, and/or the Public Information Act, Tex. Gov't Code ch. 552. Credibility and public confidence are vital throughout the purchasing and contracting system. The appearance of impropriety can be as harmful as the conduct itself. With this in mind, the following certification is set forth.

I, Barbara Frische, the undersigned hereby certify that I understand and agree to be bound by the commitments contained herein .

I participate in procurement processes for the Texas Bond Review Board.

I agree that I will not participate in any procurement process if I have, or if I am aware that any member of my immediate family has, an actual or potential financial interest, including employment or prospective employment, in a contract that may result from the procurement. The term "immediate family," as used in this Certification means: One's parents, wife or husband, children, brothers, and sisters, whether residing together or not.

I agree that I will not participate in any procurement process if I have, or if I am aware that any member of my immediate family has, an actual, potential, or perceived financial interest, including, but not limited to, employment or prospective employment, in a business or organization that may be a respondent (a respondent may be called a proposer, an offeror, a bidder or other like term) or a subcontractor to a respondent .

If, during any procurement process, I become aware of any actual, potential, or perceived conflict, I will immediately notify my Manager and the assigned legal counsel.

I agree that I will not solicit or accept anything of value from an actual or potential respondent. Should I receive a gift, whether solicited or unsolicited, from an actual or potential respondent or a current, potential, or previous vendor, I agree to follow the Texas Bond Review Board policies regarding disposal of the gift.

When participating in procurement processes, I will act on my own accord and not act under duress. I will not participate in a procurement process if I am currently employed by, or if I am receiving any compensation from, or if I will be the recipient of any present or future economic opportunity, employment, gift, loan, gratuity, special discount, trip, favor, or service in return for favorable consideration of a respondent(s) during a procurement process. I will have no preconceived position on the relative merits of any of the responses, nor will I have established a personal preference or position on the worth or standing of any respondents participating in any procurement. Further, I will, to the utmost of my ability, ensure that the solicitation and the specifications provide all potential respondents an equal and fair opportunity to submit a proposal for evaluation, taking care to ensure that specifications and evaluations are not intended to favor any particular respondent, performing any and all tasks related to the solicitation in an unbiased manner, to the best of my ability, and with the best interest of the State of Texas paramount in all decisions . I agree not to disclose or otherwise divulge any information pertaining to a procurement process, including the contents, status, or ranking of any response, to anyone other than approved evaluators, purchasers, and management concerned with the procurement until the process is completed. The process is considered complete after award of the contract and resolution of any protests and litigation relating to the

procurement. I understand the terms "disclose or otherwise divulge" to include but are not limited to, reproduction of any part or portion of any response, or removal of same from designated areas without prior authorization from the assigned legal counsel. I agree to perform any and all duties relating to the award process in an unbiased manner, to the best of my ability, and with the best interest of the State of Texas paramount in all decisions. A vendor or other member of the public who requests information relating to the solicitation process should be instructed to submit the request in writing, as an open records request, to the Texas Bond Review Board Open Records officer.

I will immediately inform both my management and the legal counsel assigned to my division if, at any time during the solicitation process, any of these statements are no longer true and correct.

I have been given the opportunity to review this statement prior to signing. If I have questions or concerns about this statement, I am to contact my management and/or assigned legal counsel. **I have not made any changes or deletions on this form without informing my Manager and assigned legal counsel**

Should I violate any of the conditions of this agreement, I understand that I may be subject to the agency's disciplinary policies as well as possible actions relating to any professional certifications or licenses that I may hold.

Barbara Frische

(Signature)

9/25/19

(Date)

Appendix C – Invitation for Bid Template



**TEXAS BOND REVIEW BOARD
INVITATION FOR BIDS**

IF NOT BIDDING
DO NOT RETURN THIS FORM.
**BIDDER AGREES TO COMPLY WITH
ALL TERMS & CONDITIONS OF THIS IFB**

BID OPENING ▶

REQUISITION NO. ▶

FAILURE TO SIGN WILL DISQUALIFY BID

AGENCY TO INVOICE
Texas Bond Review Board PO Box 13292 Austin, Texas 78711-3292
DESTINATION OF GOODS IF DIFFERENT THAN ABOVE
Texas Bond Review Board 300 W 15TH ST Ste 409 Austin, Texas 78701-1649

_____ AUTHORIZED SIGNATURE _____ DATE

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

WHEN BIDDING:

Each bid must be placed in a separate envelope with bid opening date and requisition number annotated immediately below return address on SEALED BID ENVELOPE.

IF BIDDING, RETURN SEALED BIDS TO:

Texas Bond Review Board
P.O. Box 13292
Austin, Texas 78711-3292

OR HAND DELIVER OR OVERNIGHT/EXPRESS MAIL TO:

Texas Bond Review Board
300 W 15TH ST Ste 409
Austin, Texas 78701-1649

FAX NUMBER FOR **BIDS & ADDENDUMS** ONLY:
512-475-4802

Call 512-463-1741 for FAX confirmation (8:00 am - 5:00 pm)

VENDOR ADDRESS AND IDENTIFICATION NUMBER

Vendor ID # _____

AN IDENTIFICATION NUMBER IS REQUIRED TO PROCESS PAYMENT FOR GOODS/SERVICES PURCHASED AGAINST CONTRACT AWARDS. THE FEDERAL EMPLOYERS IDENTIFICATION NUMBER (EIN) WILL BE USED TO ESTABLISH A PAYEE ID NUMBER:

PLEASE ENTER YOUR FEDERAL EIN:

Every vendor MUST have an EIN prior to receiving payment under an awarded contract. This is being required in an effort to minimize identity theft. For information on obtaining your EIN, you may call the IRS at 800-829-4933 or visit the following web site: <http://www.irs.gov/businesses/>

Invitation for Bid - Preferences

Regarding Preferences see page 77 and Appendix 21 of the Texas Comptroller of Public Accounts, Statewide Procurement Division's (SPD) [State of Texas Procurement and Contract Management Guide](#).

List of Preferences

(Check if Claiming)

[Tex. Gov't Code ch. 2155, Purchasing General Rules and Procedures, subch. H - Purchasing Preferences](#)

- Products of persons with mental retardation or physical disabilities
- Energy efficient products
- Rubberized asphalt paving material
- Texas and United States Products and Texas Services
- Preference under service contracts for a vendor utilizing products/materials made in Texas
- Recycled, remanufactured, or environmentally sensitive products
- Purchas of recycled oil
- Products and services from economically depressed or blighted areas
- Preference for products of facilities on formerly contaminated property
- Vendors that meet or exceed air quality standards
- Contractors providing foods of higher nutritional value

By signing this document, Bidder or Offeror certifies that prices shown on this quote are true and correct. Should this bid or offer result in a Purchase Order, Bidder or Offeror agrees to comply with TXRC standard "Terms and Conditions" and any attached "Detail Specifications".

Texas Bond Review Board Standard Terms and Conditions

ITEMS BELOW APPLY TO AND BECOME PART OF BID. ANY EXCEPTIONS THERETO MUST BE IN WRITING.

1. BIDDING REQUIREMENTS:

- 1.01. Bidders must comply with all rules, regulations and statutes relating to purchasing in the State of Texas in addition to the requirements of this form.
- 1.02. Bids should be submitted on this form. Bidders must price per unit shown. Unit prices shall govern in the event of extension errors. If a price quotation is submitted as part of the bid, the quotation must be referenced on the bid document and signed by the bidder to establish formal linkage to the bid.
- 1.03. Bids must be time stamped at Texas Bond Review Board (TBRB) on or before the hour and date specified for the bid opening.
- 1.04. Late and/or unsigned bids will not be considered under any circumstances. Person signing bid must have the authority to bind the firm in a contract.
- 1.05. Quote FOB destination, freight prepaid and allowed unless otherwise stated within the specifications.
- 1.06. Bid prices are requested to be firm for TBRB acceptance for 30 days from bid opening date. "Discount from list" bids are not acceptable unless requested. Cash discounts are not considered in determining an award. Cash discounts offered will be taken if earned.
- 1.07. Bidder should enter Texas Identification Number System (TINS) number, full firm name and address of bidder on the face of this form. Enter in the space provided, if not shown. Additionally, firm name should appear on each continuation page of a bid, in the block provided in the upper right-hand corner.
- 1.08. Bid cannot be altered or amended after opening time. Alterations made before opening time should be initialed by bidder or his authorized agent. No bid can be withdrawn after opening time without approval by the TXRC based on an acceptable written reason.
- 1.09. Purchases made for State use are exempt from the State Sales tax and Federal Excise tax. Do not include tax in bid. Excise Tax Exemption Certificates are available upon request.
- 1.10. **AWARD NOTICE:** The State reserves the right to make an award on the basis of low line item bid, low total of line items, or in any other combination that will serve the best interest of the State and to reject any and all bid items at the sole discretion of the State. The State also reserves the right to accept or reject all or any part of any bid, waive minor technicalities and award the bid to best serve the interests of the State. Any contract may also be extended up to three months at the sole discretion of the State.
- 1.11. Consistent and continued tie bidding could cause rejection of bids by the TBRB and/or investigation for antitrust violations.
- 1.12. The telephone number for FAX submission of bids is 1-512-475-4802. This is the only number that will be used for the receipt of bids. The State shall not be responsible for failure of electronic equipment or operator error. Late, illegible, incomplete, or otherwise non-responsive bids will not be considered. Call 512-463-1741 for FAX confirmation.
- 1.13. Inquiries pertaining to this IFB must include the requisition number, class/item codes, and opening date.

2. SPECIFICATION:

- 2.01. 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, Texas Government Code (Gov't Code). If bidding on other than references, bid should

TEXAS BOND REVIEW BOARD – FY20 PROCUREMENT PLAN

show manufacturer, brand or trade name, and other description of product offered. If other than brand(s) specified is offered, illustrations and complete description of product offered are requested to be made part of the bid. Failure to take exception to specifications or reference data will require bidder to furnish specified brand names, numbers, etc.

2.02. Unless otherwise specified, items shall be new and unused and of current production.

2.03. All electrical items must meet all applicable OSHA standards and regulations, and bear the appropriate listing from UL, FMRC or NEMA.

2.04. Samples, when requested, must be furnished free of expense to the State. If not destroyed in examination, they will be returned to the bidder, on request, at bidder's expense. Each sample should be marked with bidder's name and address, and requisition number. Do not enclose in or attach bid to sample.

2.05. The State will not be bound by any oral statement or representation contrary to the written specifications of this Invitation for Bids (IFB).

2.06. Manufacturer's standard warranty shall apply unless otherwise stated in the IFB.

3. TIE BIDS: Awards will be made in accordance with 34 TAC Rules 20.36(b)(3) and 20.38 (Preferences).

4. DELIVERY:

4.01. 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 bidder to deliver in 14 calendar days. Unrealistic delivery promises may cause bid to be disregarded.

4.02. If delay is foreseen, bidder shall give written notice to the TBRB and the ordering agency. Bidder must keep the TBRB and ordering agency advised at all times of status of order.

4.03. Default in promised delivery (without accepted reasons) or failure to meet specifications authorizes the TBRB to purchase the goods or services of this IFB elsewhere and charge any increased costs for the goods or services, including the cost of rebidding, to the bidder.

4.04. No substitutions permitted without written approval of TBRB.

4.05. Delivery shall be made during normal working hours only, unless prior approval has been obtained from ordering agency.

5. INSPECTION AND TESTS:

All goods will be subject to inspection and test by the State. Authorized TBRB personnel shall have access to supplier's place of business for the purpose of inspecting merchandise. Tests shall be performed on samples submitted with the bid or on samples taken from regular shipment. All costs shall be borne by the bidder in the event products tested fail to meet or exceed all conditions and requirements of the specification. Goods delivered and rejected in whole or in part may, at the State's option, be returned to the bidder or held for disposition at bidder's expense. Latent defects may result in revocation of acceptance.

6. 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 until they are accepted through an open market purchase order. The contract shall be governed, construed, and interpreted under the laws of the State of Texas, without regard to the conflicts of law provisions. The venue of any suit arising under the contract is fixed in any court of competent jurisdiction of Travis County, Texas, unless the specific venue is otherwise identified in a statute which directly names or otherwise identifies its applicability to the contracting Agency. The factors listed in §§2155.074, 2155.144, 2156.007, and 2157.003, Tx Gov't Code, shall also be considered in making an award when specified. Any legal actions must be filed in Travis County, Texas.

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7. PAYMENT:

Bidder shall submit 2 copies of an itemized invoice showing State order number and agency requisition number on all copies. 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. Payment shall be made in accordance with Chapter 2251, Tx Gov't Code.

8. PATENTS, TRADEMARKS, OR COPYRIGHTS:

Bidder agrees to defend and indemnify the TBRB and State from claims involving infringement or violation of patents, trademarks, copyrights, trade secrets, or other proprietary rights, arising out of the TBRB's or the State's use of any good or service provided by the bidder as a result of this IFB.

9. BIDDER ASSIGNMENTS:

Bidder hereby assigns to the TBRB any and all claims for overcharges associated with this contract arising under the antitrust laws of the United States 15 U.S.C.A. §1, et seq., and the antitrust laws of the State of Texas, Tex. Bus. & Comm. Code §15.01, et seq.

10. BIDDER AFFIRMATIONS:

- 10.01. Signing this bid with a false statement is a material breach of contract and shall void the submitted bid and any resulting contracts, and the bidder shall be removed from all bid lists. By signature hereon affixed, the bidder hereby certifies that:
- 10.02. The bidder 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 bid.
- 10.03. The undersigned affirms under penalty of perjury of the laws of the State of Texas that (1) in connection with this bid, neither I nor any representative of the bidder has violated any provision of the Texas Free Enterprise and Antitrust Act, Tex. Bus. & Comm. Code Chapter 15; (2) in connection with this bid, neither I nor any representative of the bidder have violated any federal antitrust law; and (3) neither I nor any representative of the bidder have directly or indirectly communicated any of the contents of this bid to a competitor of the bidder or any other company, corporation, firm, partnership or individual engaged in the same line of business as the bidder.
- 10.04. Pursuant to §2155.004, Gov't Code, neither the bidder nor any person or entity which will participate financially in any contract resulting from this IFB has received compensation for participation in the preparation of the specifications for this IFB.
- 10.05. Pursuant to §231.006(d), Texas Family Code, regarding child support, the bidder certifies that the individual or business entity named in this 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 bidder subject to §231.006, Gov't Code, must include in the bid names and Social Security numbers of each person with at least 25% ownership of the business entity. This information must be provided prior to award. Enter the Name & Social Security Numbers for each person below:

Name:	Social Security No.:
Name:	Social Security No.:
Name:	Social Security No.:

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- 10.06. Under §2155.004, Gov't Code, the bidder certifies that the individual or business entity named in this bid or any contract resulting from this IFB is not ineligible to receive the specified contract and acknowledges that the contract may be terminated, and payment withheld if this certification is inaccurate. §2155.004 prohibits a person or entity from receiving a state contract if they received compensation for participating in preparing the solicitation or specifications for the contract.
- 10.07. As required by §2252.903, Gov't Code, bidder agrees that any payments due under a contract resulting from this IFB shall be directly applied towards eliminating any debt or delinquency including, but not limited to, delinquent taxes, delinquent student loan payments, and delinquent child support, until the debt is paid in full. Bidder shall comply with rules adopted by TBRB under §§403.055, 403.0551, 2252.903, Gov't Code and other applicable laws and regulations regarding satisfaction of debts or delinquencies to the State of Texas.
- 10.08. Pursuant to §669.003, Gov't Code, TBRB may not enter into a contract with a person who employs a current or former executive head of the TBRB until four years has passed since that person was the executive head of the TBRB. By submitting a bid, the bidder certifies that it does not employ any person who was the executive head of the TBRB in the past four years. If bidder does employ a person who was the executive head of the TBRB, provide the following information:
Name of Former Executive:

Name of State Agency: _____

Date of Separation from State Agency: _____

Position with Bidder: _____

Date of Employment with Bidder: _____

- 10.09. In accordance with §2155.4441, Gov't Code, bidder agrees that during the performance of a contract for services it shall purchase products and materials produced in Texas when they are available at a price and time comparable to products and materials produced outside this state.
- 10.10. Bidder certifies that the bidding 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 and that bidder is in compliance with the State of Texas statutes and rules relating to procurement and that bidder is not listed on the federal government's terrorism watch list as described in Executive Order 13224. Entities ineligible for federal procurement are listed at <http://www.sams.gov>.
- 10.11. Sections 2155.006 and 2261.053 of the Texas 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 Section 418.004 of the Texas Government Code, occurring after September 24, 2005. Under Sections 2155.006 and 2261.053 of the Texas Government Code, bidder certifies that the individual or business entity named in this bid 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.
 - 10.11.1.1. Section 2155.0061 of the Texas Government Code, the vendor certifies that the individual or business entity named in this bid 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.

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If a state agency determines that an individual or business entity holding a state contract was ineligible to have the bid accepted or contract awarded under this section, the state agency may immediately terminate the contract without further obligation to the vendor. This section does not create a cause of action to contest a bid or award of a state contract.

10.11.1.2. Section 2155.077 bars a vendor from participating in state contracts if the vendor has been convicted of any offense related to the direct support or promotion of human trafficking.

10.12. Bidder represents and warrants that payment to the bidder and the bidder's receipt of appropriated or other funds under any contract resulting from this IFB are not prohibited by §556.005 or §556.008, Gov't Code, relating to the prohibition of using state funds for lobbying activities.

10.13. Bidder represents and warrants that it has no actual or potential conflicts of interest in providing the requested items to TBRB under the IFB and any resulting contract, if any, and that bidder's provision of the requested items under the IFB and any resulting contract, if any, would not reasonably create an appearance of impropriety.

10.14. This section applies to a contract with the Bond Review Board and a "company" with 10 or more full-time employees; and has a value of \$100,000 or more that is to be paid wholly or partly from public funds. "Company" has the meaning assigned by Section 808.001, except that the term does not include a sole proprietorship. Respondent represents and warrants that, pursuant to Section 2270.002 of the Texas Government Code, Respondent does not boycott Israel and will not boycott Israel during the term of the contract.

10.15. Respondent certifies that for contracts for services, bidder shall utilize the U.S. Department of Homeland Security's E-Verify system during the term of the contract to determine the eligibility of: 1. all persons employed by bidder to perform duties within Texas; and 2. all persons, including subcontractors, assigned by bidder to perform work pursuant the contract within the United States of America.

10.16. Bidder represents and warrants that it is not engaged in business with Iran, Sudan, or a foreign terrorist organization, as prohibited by Section 2252.152 of the Texas Government Code.

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

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

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

11. NOTE TO BIDDER:

If bidder takes any exceptions to any provisions of the IFB, these exceptions must be specifically and clearly identified by section in bidder's bid in response to the IFB and bidder's proposed alternative must also be provided in the bid. Bidders cannot take a 'blanket exception' to the entire IFB. If any bidder takes a 'blanket exception' to the entire IFB or does not provide proposed alternative language, the bidder's bid may be disqualified from further consideration.

12. PROTEST PROCEDURES:

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Any actual or prospective bidder who is aggrieved in connection with this IFB, evaluation, or award of any contract resulting from this IFB may formally protest as provided in TBRB's rules at 34 TAC Rule 20.384.

13. DISPUTE RESOLUTION:

The dispute resolution process provided for in Chapter 2260, TEX. Gov't Code must be used by the TBRB and the bidder to attempt to resolve any dispute arising under any contract resulting from this IFB.

14. NON-APPROPRIATION OF FUNDS:

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

15. TEXAS PUBLIC INFORMATION ACT:

Notwithstanding any provisions of this IFB to the contrary, bidder understands that TBRB will comply with the Texas Public Information Act (Chapter 552, Gov't Code) as interpreted by judicial opinions and opinions of the Attorney General of the State of Texas. Information, documentation, and other material in connection with this solicitation or any resulting contract may be subject to public disclosure pursuant to the Texas Public Information Act.

In accordance with Section 2252.907 of the Texas Government Code, Respondent is required to make any information created or exchanged with the State pursuant to the contract, and not otherwise excepted from disclosure under the Texas Public Information Act, available in a format that is accessible by the public at no additional charge to the State.

16. CONFLICT OF INTEREST:

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

17. FORCE MAJEURE:

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

18. INDEPENDENT CONTRACTOR:

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

19. INDEMNIFICATION:

Bidder shall defend, indemnify and hold harmless the State of Texas and TBRB, and/or their officers, agents, employees, representatives, contractors, assignees, and/or designees from any and all liability, actions, claims, demands, or suits, and all related costs, attorney fees, and expenses arising out of, or resulting from any acts or omissions of bidder or its agents, employees, subcontractors, order fulfillers, or suppliers of subcontractors in the execution or performance of the contract and any purchase orders

issued under the contract. The defense shall be coordinated by the bidder with the Office of the Texas Attorney General when Texas state agencies are named defendants in any lawsuit and bidder may not agree to any settlement without first obtaining the concurrence from the office of the Texas Attorney General. Bidder and TBRB agree to furnish the timely written notice to each other of any such claim.

20. RIGHT TO AUDIT:

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

21. ACCESSIBILITY STANDARDS

Vendors of Electronic and Information Resources (EIR) are required to supply detailed information on how their proposed products, services, and solutions address the requirements of Section 508 of the Rehabilitation Act of 1973 (revised).

For each EIR product or service included in solicitation responses that are subject to Texas Administrative Codes 1 TAC 206 and 1 TAC 213 (which include the US Section 508 technical specifications), the vendor shall provide documentation of how each requirement or specification is met. It is the Vendor's responsibility to maintain the integrity of any accessibility documentation provided to TBRB. Any documentation shall be considered a self-attestation unless expressly affirmed otherwise. If the Vendor plans to provide commercial off the shelf (COTS) software as part or all of a solicitation response, the Vendor shall provide a completed Voluntary Product Accessibility Templates (VPAT) for each COTS product offered. For third party COTS products, the Vendor must obtain and submit VPATS or links to them from the third party as part of the solicitation response.

22. ASSIGNMENT

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

23. DAMAGE TO GOVERNMENT PROPERTY

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

24. PROMPT PAYMENT

Payment shall be made in accordance with Chapter 2251 of the Tex. Govt Code, commonly known as the Texas Prompt Payment Act. Chapter 2251 of the Tex. Govt Code shall govern remittance of payment and remedies for late payment and non-payment.

25. CYBERSECURITY TRAINING REQUIREMENT

A contractor with access to a state computer system or database shall be required to complete a cybersecurity training program certified under Section 2054.519 as selected by TBRB. The cybersecurity training program must be completed by a contractor during the term of the contract and during any renewal period. A contractor required to complete a cybersecurity training program under this section shall verify completion of the program to the contracting state agency.

26. LIABILITY PROVISIONS

TBRB shall include in the contract file for each of its contracts for goods or services subject to this chapter a written explanation of the agency's decision to include or not include in the contract a provision for

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liquidated damages or another form of liability for breach of the contract by the contractor. The contract file must also include, if applicable, a written justification for any provision in the contract that limits the liability of a contractor for breach of the contract. If an extension TBRB's contract modifies a provision for liquidated damages or another provision relating to a contractor's liability for breach of the contract, the agency must amend the written explanation or justification required by this section to include a justification for the modification in accordance with Section 2261.204 TX Gov't Code.

Appendix D – SPD Programs and Online Systems

Programs

Statewide Procurement Policy and Outreach

Provides customer support for procurement inquiries including, but not limited to, questions regarding the *Texas SmartBuy* support and memberships, the *CMBL*, and *Vendor Performance reporting*. Contact: 512-463-3034, option #1, or email spd.outreach@cpa.texas.gov

Statewide Contract Development

The Statewide Contract Development team is responsible for issuing and overseeing solicitations that will establish Term Contracts and contracts for non-delegated goods and services through competitive solicitation processes. Contact: (512) 463-7985, or email open.market@cpa.texas.gov

Statewide Contract Management Office

Assists state agencies with day-to-day contract management, contract administration, reporting requirements, and vendor performance issues related to statewide contracts. Contact: (512) 463-3034, or email spd.cmo@cpa.texas.gov

Historically Underutilized Business Program

Promotes full and equal business opportunities in an effort to remedy disparity in state procurement and contracting. Contact: (512) 463-3377, or email:

StatewideHUBProgram@cpa.texas.gov

State Travel Management Program

The State Travel Management Program (STMP) provides contract travel services to state agencies. These contracts help the State manage travel expenditures, monitor travel activity, and provide discounted travel services resulting in a more efficient use of taxpayer dollars. Contact: (512) 463-3435, or email STMP@cpa.texas.gov.

Statewide Mail Operations

Statewide Mail Operations provides state agencies a variety of mail operations services including delivery, collection and metering of United States Postal Service (USPS) domestic and international mail as well as delivery and collection of state warrants. Contact: (512) 463-9520 or (512) 463-3440, or email spd.mailroom@cpa.texas.gov.

Online Systems

Electronic State Business Daily

Used for posting solicitations for the purpose of informing vendors of procurement opportunities and providing public notice of contract awards. Information on access to and use of the ESD is found in the *ESBD Guide*. Contact: (512) 463-3034, or email esbdsupport@cpa.texas.gov

Centralized Master Bidder's List (CMBL)

The CMBL provides the ability to develop a mailing list of vendors, which may be tailored based on the products or services provided by the vendors and the specific district(s) the vendors serve. Contact: (512) 463-3459, or email e.cmbll@cpa.texas.gov

Texas SmartBuy Online Ordering System

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Texas SmartBuy is the State's central eProcurement system for non-IT goods and services State agencies and other. Contact the SPD Outreach team regarding questions related to Texas SmartBuy, please call (512) 936-2764, or email txsmartbuy@cpa.texas.gov.

Vendor Performance Tracking System

The Vendor Performance Tracking System (VPTS) provides the state procurement community with a comprehensive online tool for evaluating vendor performance to reduce risk in the contract award process. For information on vendor performance reporting, please see the [VPTS User Guide](#). Contact: (512) 463-3913, or email vendor.performance@cpa.texas.gov

Appendix E – BRB Organizational Chart

