

TEXAS ETHICS COMMISSION



Procurement Plan

Fiscal Year 2025

Revised November 25, 2024

Texas Comptroller of Public Accounts
Statewide Procurement Division
FY25 Agency Procurement Plan Template

Introduction: The State of Texas Procurement and Contract Management Guide is, along with Texas Statutes, Government Code and Texas Administrative Code (TAC) rules, the primary reference for the Texas Ethics Commission Procurement and Contracts staff. The goal of the Commission's Procurement and Contracts Department is to ensure the State of Texas receives the best products and services for the best value possible. This plan includes authorized Texas Ethics Commission (Commission) individuals and necessary steps to achieve such a goal.

General Information

Agency Name: Texas Ethics Commission
Agency Number: 512-463-5800 / 512-463-5806

Procurement Director Contact Information

Name: Cristina Hernandez / Margaret Sanchez
Phone Number: 512-463-5784 / 512-463-5806
E-mail Address: Cristina.hernandez@ethics.state.tx.us / Margaret.sanchez@ethics.state.tx.us

Purchasing Capacity Assessment

Dollar value of agency delegated purchases for FY24: \$1,025,078.80
Number of purchasing FTEs: 2
Automated purchasing tools used by the agency (if applicable): TxSmartBuy, CMBL, VPT, ESBD, DIR, USAS, TINS, and CAPPS.

Please attach the following:

- Copy of agency's purchasing and contract management procedures which include protest procedures developed by the agency.
- Credit card procedures regarding the issuance and security of payment cards and the use of those cards by the agency's employees.
- Attach or provide links to any SAO audits of purchasing and contract management functions for FY24-FY25
- Attach or provide links to any Comptroller post payment or procurement audits for FY24-FY25

Certified Procurement Professionals

Number of certified purchasing FTEs: 2
Number of certified contract management FTEs: 2

Please attach the following:

- Cristina Hernandez / Director of Finance and Administration, / CTCD Certificate #1900006282 / CTCM Certificate # 1900013394
- Margaret Sanchez / Staff Services Officer III / CTCD Certificate #1900022806 / CTCM Certificate# 1900014697

Training Projections for the Fiscal Year

Number of seats needed for CTCD certification courses for FY25: 0

Number of seats needed for CTCM certification courses for FY25: 0

Delegated Purchasing Assessment

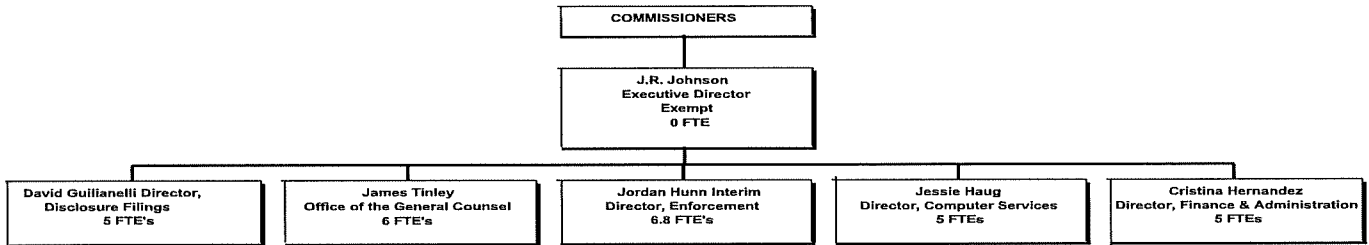
Please list the names of personnel with delegated signature authority for proprietary justifications:

Cristina Hernandez and J.R. Johnson. Signatures are included in page 8.

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 FY25:

Delegated Purchase	Anticipated Value for FY25	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)
Legal Services	\$300,000.00	\$178,310.60	Butler Snow	Y
Software Maintenance	\$350,000.00	\$350,000.00	RFD Associates	Y
Enhancements -EFS	\$137,500.00	\$39,725.00	RFD Associates	Y
AWS Cloud Services	\$161,068.58	\$85,931.42	RFD Associates	Y
Agency Website	\$150,000.00	\$000,000.00	Monkee-Boy Web Design, Inc.	Y

Texas Ethics Commission
As Of 12/01/2024
Total FTEs Authorized: 28.4



VENDOR PERFORMANCE REVIEWS

Vendor Reporting: Vendor Performance Tracking System (VPTS) – Statutes

Reporting of vendor performance is mandated by Texas Government Codes and Texas Administrative Codes:

Texas Government Code [§2262.055](#), [§2155.089](#), statutes that govern the program, Texas Administrative Code, Title 34, [§20.509](#), [§20.115](#), rules that govern the program

A contractor's performance must be reported to VPTS once a contract with a value exceeding \$25,000 is completed or otherwise terminated. If the value of the contract exceeds \$5 million, the agency must review the contractor's performance at least once each year during the term of the contract and at each key milestone identified for the contract.

For contracts exceeding \$5 million, the director of finance and the division director responsible for the contract will determine each key milestone of the contract and calendar each milestone and set an annual reporting schedule.

For contract exceeding \$25,000 but less than \$5 million, the director of finance will calendar the termination date of the contract, if known at the time of execution. If unknown, the division director responsible for the contract must notify the director of finance upon completion or termination of a contract. The director of finance will work with the division director to ensure timely completion of the VPTS report.

Before entering a Vendor Performance, staff must read about the Vendor Performance Tracking System Overview and Purpose at: [Vendor Performance Tracking System \(VPTS\) \(texas.gov\)](#)

PROTEST PROCEDURES

Introduction

At times, vendors may not agree with losing an award or receiving a low grade rating. The following states information on how to submit a protest. First and foremost, the Texas Ethics Commission encourages the opportunity to discuss differences in order to work successfully with all Contractors.

Protest Procedures The Texas Ethics Commission (TEC) follows the protest procedures for resolving protests relating to purchasing issues under Texas Gov't Code, Title 10, Subchapter D, Ch 2155, Sub Ch, A Sec, §2155.076.

Source: The provisions of Texas Administrative Code, Title 34, Part 1, Ch 20, Sub Ch F, D3, §20.531, §20.534, §20.535, §20.536, §20.537, and §20.538.

Protest Procedures (Agency)

- (a) The comptroller and each state agency by rule shall develop and adopt protest procedures for resolving vendor protests relating to purchasing issues. An agency's rules must be consistent with the comptroller's rules. The rules must include standards for maintaining documentation about the purchasing process to be used in the event of a protest.
- (b) A state agency that is not subject to Chapter 2001 (Administrative Procedure) shall provide public notice of its proposed and adopted protest rules and provide a procedure for public comment on the proposed rules.

Protest Procedures

A vendor who submitted a written response to a solicitation may file a written protest and must supply the following to the Director of Finance: the solicitation documents or actions associated with the publication; the evaluation or method of evaluation for a solicitation; and the award of a contract.

Under Government Code, Title 10, Subchapter F, Ch 2262, Subch, A Sec §2262.055, any vendor who receives a grade lower than a C in the vendor performance tracking system may file a protest with the director according the protest procedures identified in this division regarding the lower grade assigned to the vendor in the system. (Texas Administrative Code, §20.534).

Filing Requirements: See Texas Administrative Code, §20.535. et seq.

In the event of a timely protest or appeal under this section, the Commission shall not proceed further with the solicitation or with the award of the contract unless the Executive Director, after consultation with the appropriate Division Director, makes a written determination that the award of the contract without delay is necessary to protect the best interests of the Commission (Texas Administrative Code, § 20.536)

- (a) To be considered by the comptroller, a protest must be:

1. In writing and contain:
 - (a) the specific rule, statute or regulation the protesting vendor alleges the solicitation, contract award or tentative award violated;
 - (b) a specific description of each action by the division that the protesting vendor alleges is a violation of the statutory or regulatory provision the protesting vendor identified in subparagraph (A) of this paragraph;
 - (c) a precise statement of the relevant facts including:
 - i. sufficient documentation to establish that the protest has been timely filed;
 - ii. a description of the adverse impact to the comptroller and the state; and
 - iii. a description of the resulting adverse impact to the protesting vendor;
 - (d) a statement of the argument and authorities that the protesting vendor offers in support of the protest;
 - (e) an explanation of the subsequent action the vendor is requesting; and
 - (f) a statement confirming that copies of the protest have been mail or delivered to the using agency;
 2. signed by an authorized representative and the signature notarized;
 3. filed in the time period specified in this section; and
 4. mailed or delivered to:
 - (a) the Comptroller and
 - (b) the using Agency.
- (b) To be considered by the comptroller, a protest must be filed:
1. by the end of the posted solicitation period, if the protest concerns the solicitation documents or actions associated with the publication of solicitation documents;
 2. by the day of the award of a contract resulting from the solicitation, if the protest concerns the evaluation or method of evaluation for a solicitation
 3. no later than 10 days after the notice of award, if the protest concerns the award; or
 4. no later than 10 days after a vendor grade of C or lower is posted in the system, if the protest involves a grade assigned to a contractor in the vendor performance tracking system.

Delay of Solicitation or Award

If a timely protest of a solicitation or contract award is filed under this section, the director may, after consultation with the using agency, delay the solicitation or award of the contract if the director makes a determination that the contract must be awarded without delay, to protect the best interests of the state. (Texas Administrative Code, §20.536)

Action by Director

- (a) Upon receipt of a protest, the director may:
 - (1) dismiss the protest if:
 - (A) it is not timely; or
 - (B) does not meet the requirements of this section:
 - (2) solicit written responses to the protest from using agencies or other affected vendors; or
 - (3) attempt to settle and resolve the protest by mutual agreement.
- (b) If a protest concerning a solicitation is not resolved by mutual agreement, the director shall issue a written determination that resolves the protest.
- (c) If a protest concerning a contractor grade is not resolved by mutual agreement, the director shall make the final determination in writing. If the director determines that the protest has presented a reasonable basis to conclude that the grade was not warranted, then the director shall inform the protesting vendor and the using agency of that determination in writing and the appropriate remedy. If the director determines that the protest did not present a reasonable basis to conclude that the grade was not warranted, then the director shall inform the protesting vendor and the using agency of that determination in writing and dismiss the protest. The director's determination shall be the final administrative action of the comptroller. (Texas Administrative Code, § 20.537).

Appeals

Refer to Texas Administrative Code, Title 34, Part 1, Ch 20, Sub Ch F, D3, §20.538

Disputed Payment Between State Agencies and Contractors

If the Commission considers an invoice from a contractor to be incorrect, the Commission must notify the contractor not later than the 21st day after the date the agency receives the invoice.

If a dispute is resolved in favor of the contractor, the contractor is entitled to receive interest on the unpaid balance of the invoice submitted by the contractor beginning on the date under Section 2251.021 (Time for Payment by Governmental Entity) that the payment for the invoice is overdue. (Texas Gov't Code, Title 10, Subtitle F, Chapter 2251, §2251.021)

If a dispute between the Commission and a vendor is resolved in the Commission's favor, the vendor that submitted the original invoice must submit a corrected invoice to the Ethics Commission. The unpaid balance accrues interest if the corrected invoice is not paid by the appropriate date. (Texas Gov't Code, Title 10, Subtitle F, §2251.042).

Approved:

DATE: November 26, 2024


PROGRAM MANAGER: Cristina Hernandez

EXECUTIVE DIRECTOR: 

PROPRIETARY JUSTIFICATION


List and sample of signatures authorized to approve or sign a proprietary justification letter:

In accordance with the Statewide Procurement Division's (SPD) procedure for Proprietary Procurement (Tex. Gov't Code § 2155.067), as defined in page 20 of the Procurement and Contract Management Guide, a proprietary justification letter must be included in the local or delegated purchasing file. The justification must be signed by the chief executive officer or authorized representative. The Commission has authorized the following individuals to sign such letters, and all others mentioned above, on behalf of the State. These names and a copy of their signatures are kept on file at the SPD/CPA Commission for review.

Signature 

Print Name: J.R. Johnson

Comments: Executive Director


Signature 

Print Name: Cristina Hernandez

Comments: Director of Finance & Administration

AGENCY MEMBERSHIP FEES

List and sample of signatures authorized to approve Commission membership fees.

Signature 

Print Name: J.R. Johnson

Comments: Executive Director

Signature 

Print Name: Cristina Hernandez

Comments: Director of Finance & Administration

TRAINING AND CERTIFICATION

Training and certification status of Commission purchasing employees.

The Commission has 2 certified purchasers. Both are certified as a Certified Texas Contract Developer (CTCD) and Certified Texas Contract Manager (CTCM). Certifications are mandated by the 75th Legislature, as specified in Tex. Gov't Code § 2155.078 and on page 2 of the State of Texas Procurement and Contract Management Guide, <https://comptroller.texas.gov/purchasing/publications/procurement-contract.php>.

SPD offers two levels of certification: Certified Texas Contract Developer (CTCD) and Certified Texas Contract Manager (CTCM) Contract Developers and Contract Managers working in Texas state government must attend mandatory courses and pass an exam.

The Commission has included this next section to show the differences between the two levels of certification. Each Commission purchaser must be trained and certified as described in page 2 of the Procurement and Contract Management Guide. Newly hired purchasers must attend the Basic Public Purchasing Class within six months of employment, and prior to purchasing goods or services between \$0.00 and \$25,000 on behalf of the Commission and the state of Texas.

SPD's purchaser training and certification program consists of the following three training classes:

1. **BASIC PUBLIC PURCHASING (BPP):** Must be completed within six months of employment. This course is an entry level survey course that covers the principles of public purchasing in Texas.
2. **CERTIFIED TEXAS CONTRACT DEVELOPER:** Must be taken and is a prerequisite to taking the Certified Texas Contract Developer (CTCD) exam. This course is a more in-depth course that looks at the purchasing techniques and concepts previously introduced in the Basic class.
3. **TEXAS CONTRACT MANAGEMENT CERTIFICATION:** Must be taken after the Basic and the Advanced Classes. This course is an advanced class designed for experienced purchasers and must be completed prior to taking the Certified Texas Contract Manager (CTCM) exam.

Print Name: **Cristina Hernández**

Certification Type: CTCD

Issue Date: October 01, 2001

Expiration Date: October 01, 2025

Certification Number: 1900006282

Certification Type: CTCM

Issue Date: August 01, 2024

Expiration Date: August 01, 2027

Certification Number:

Print Name: **Margaret Sanchez**

Certification Type: CTCD

Issue Date: November 01, 2019

Expiration Date: November 01, 2025

Certification Number: 1900022806

Certification Type: CTCM

Issue Date: July 01, 2024

Expiration Date: July 01, 2027

Certification Number: 1900014697

AGENCY PURCHASERS

List of Commission purchasers authorized to purchase on behalf of the State.

The Commission has two certified purchasers- Cristina Hernandez CTCD and Margaret Sanchez, CTCD. They have the authority to purchase at all levels.

Certified Purchasers: Have the authority to sign requisitions; purchase items through SPD Term Contract or Open Market procedures; and solicit and award contracts for any dollar amount deemed necessary to meet the Commission's needs and be in accordance with financial and Executive Director approval, using both informal and formal competitive bidding procedures.

Signature: *Cristina Hernandez*

Print Name: Cristina Hernández

Signature: *Margaret Sanchez*

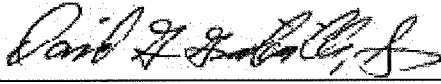
Print Name: Margaret Sanchez

ADDITIONAL AUTHORIZED SIGNATURES REQUIRED

All purchase order requests for the Commission, regardless of dollar value, must have the following authorized signatures or electronic approval in the Central Accounting Payroll and Personnel System (CAPPS), as well as the purchasers:

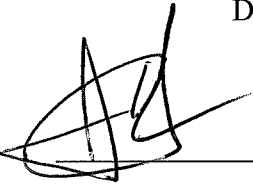
Division Directors:

1) Disclosure Filing:



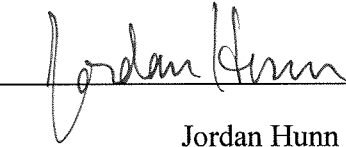
David Guilianelli

2) Office of the General Counsel:



James Tinley

3) Enforcement:




Jordan Hunn (Interim)

4) Computer Services:



Jessie Haug

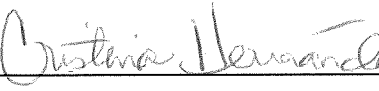
5) Finance & Administration:



Cristina Hernandez

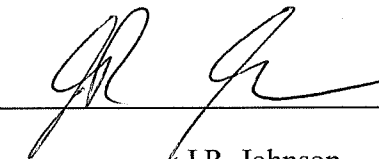
Accounting:

Chief Financial Officer



Cristina Hernandez

Executive Director:



J.R. Johnson

CREDIT CARDS

Procedures for utilizing credit cards when participating in the U.S. Bank Voyager Retail Fuel Card Program and/or the CitiBank Procurement and Travel Charge Card Program.

Introduction

The Commission's purchasing department and travel coordinator may only use credit cards issued under a contract between the Central Procurement Administration (CPA) and a card issuer or a contract between an institute of higher education and a card issuer.

The Texas Comptroller of Public Accounts, Statewide Procurement Division (SPD) has established Term Contract No. 946-M2. Commercial Charge Card Services for procurement and travel purchases, and related services.

946-M2 PAYMENT CARD SERVICES. The Commission enrolled in the State of Texas Procurement Credit Card System purchasing contract with Citibank in August of 2014.

Policy

The established Commercial Procurement card (payment card) may be used to pay for the purchase of commodities and services for dollar amounts within the Commission's delegated purchasing authority. The established Commercial Travel (payment card) is used by the Travel Coordinator to pay for travel expenses including lodging and airfare.

Procedure

Only one procurement card was requested and is maintained in the office of the Director of Administration's office, in a locked cabinet; and is used for emergency and purchases that require credit cards as the only method of payment, or as seen as a best value to the state of Texas. Travel expenditures are excluded from this procurement card. A separate travel credit card is also maintained in the office of the Director of Administration's office, in a locked cabinet; and is used for travel expenditures only, and monitored by the travel coordinator.

All purchases require procurement approval as any other purchase or service agreement within the Commission. See the section entitled Internal Purchasing Procedures. This process will be followed when making purchases. If the method of payment restricts use of a purchase order or requires a credit card for immediate purchase then only at this time will the procurement card be used, following the steps below:

1. **Commission Responsibilities:** Adhere to all purchasing statutes, rules, policies, and procedures described in Texas Administrative Code: Title 34, Part 1, Chapter 5, Subchapter E, Rule § 5.57, Use of Payment Cards by State Agency. The use of a payment card does not automatically exempt the Commission, its officers or its employees from any purchasing requirement of state law or SPD.
2. **Procurement File or Log:** A file or log must be maintained for each card transaction and must include the NIGP Class/Item code(s) and best value determination. Electronic CAPPs report(s) can be utilized to show the NIGP Class/Item codes and each purchasing transaction details in place of maintaining a file, or log manually. CAPPs reports must be electronically saved within TEC's procurement files.
3. **Receipts:** Keep each payment card transaction receipt in the procurement file. Each receipt must contain a description of the good or service sufficient to support the Comptroller's Expenditure Object Code (COBJ) used for the type of items being purchased. Credit card receipts must be made available to SPD upon request.
4. **Capital or Controlled Assets:** The payment card may be used to pay for capital or controlled assets, utilizing the expenditure object code established for the type of assets being purchased. The Texas Identification Number/Payee Identification Number/Vendor Identification (TIN/PIN/VID) of the selling vendor must be entered into the Central Accounting Payroll and Personnel System (CAPPs), rather than the TIN/PIN/VID of the state credit card issuer.

Prohibited Uses of the Payment Card

Per 34 Tex. Admin. Code § 5.57(g) Texas Administrative Code, Title 34, Part 1, Chapter 5, Subchapter E, Rule § 5.57, Prohibited uses of payment cards. A state agency may not use a payment card and may not reimburse an officer or employee for the use of a payment card for:

- A purchase of a personal nature, or any other purchase not connected with official state business;
- A cash advance;
- A purchase of a consulting service;
- A purchase of a good or a service that may not be purchased without the prior approval of another state agency;
- A purchase that the office of the Texas Comptroller of Public Accounts audits before payment; or
- A purchase from a vendor if a payment to the vendor is prohibited by:
 - o Government Code § 403.055 or 2107.008;
 - o Education Code § 57.48 or 57.482; or
 - o Family Code § 231.007.

Furthermore, the Commission may not use a payment card and may not reimburse an officer or employee for the use of a payment card for:

- A purchase that violates any provision of the General Appropriations Act regarding the occurrence of excess obligation provisions.

- The purchase of automotive fuel (See SPD Term Contract 946-M3).

Payment to the Payment Card Issuer

The Commission is required to pay the payment card contractor through an electronic funds transfer. Payment or credit card statements are to be paid in full, less credits or disputed transactions, within 30 days of receipt, per the Texas Prompt Payment Act. In order to ensure payments are credited promptly, the last 10 digits of the corporate billing account number, without dashes or spaces, must be entered into the invoice number field. Monthly statements should always be reviewed to ensure payments are posted correctly. Any discrepancies should immediately be directed to the Citibank client specialists team at 1-888-836-5011 (The Commission *may not accept a cash refund* for a purchase if the Commission paid for the purchase with a payment card).

Information regarding the Fiscal Policies and Procedures (FPP), Processing Third-Party Transactions in USAS for Payment/Travel Cards, Direct Bill Payments and Reimbursements, is available at: <https://fm.xcpa.texas.gov/fmx/login.php?page=/fm.x/notices/fm05/43/index.php>

Liability Requirements

The Commission may be liable for late payment fees and transactions charged to lost and stolen cards if lost or stolen cards are not reported immediately. The Commission has no liability for transactions that occur after notification of a card being lost or stolen. For unauthorized charges made prior to the card being reported lost or stolen, the Commission's liability is limited to a maximum of \$50 per card (up to \$100,000).

Historically Underutilized Business (HUB) Reporting


The payment card contractor develops HUB reports to provide state agencies with the payment card transaction data for HUB vendors to assist in preparing statewide HUB reports. Instructions for generating HUB reports from the payment card contractor are available at: <https://comptroller.texas.gov/purchasing/vendor/hub/forms.php>

Authority: Tex. Gov't Code § 2155.385.

For Credit, Charge, and Debit Cards, also see Gov't Code, Title 4, Subtitle A, Chapter 403, § 403.023

Approved:

DATE: November 26, 2024

PROGRAM MANAGER: 


EXECUTIVE DIRECTOR: 

Exhibit A and Exhibit B of the MOU between CPA and TEC for Automated Clearing House Services is included below to show necessary steps to take when a Recall of ACH is present.

(Beginning of Excerpt)

EXHIBIT A

AGREEMENT FOR RECALL OF ACH INSTRUCTIONS

1. Complete all fields of this Agreement by typing the required information in the gray boxes. Omissions could result in processing delays or rejection. All corrections must be retyped and the form resent in its entirety.
2. Print each page on your letterhead.
3. Have this Agreement signed by an authorized person in accordance with your account terms and conditions.
4. Send the completed and signed Agreement to ACH Investigations via facsimile at 844-325-5322.

NOTES

- Recalls are not required; J.P. Morgan or the RDFI may, in its sole discretion, choose not to accept your recall request.
- There is a non-refundable fee for each recall that we submit to the RDFI upon your request.
- A separate Agreement is required for each legal entity and each RDFI.
- Any funds that are returned to you will be sent to the originating return offset account.
- One of our ACH investigators may contact you if additional information is needed.
- If this has been deemed fraudulent, please provide specific details as to how the fraud occurred.

AGREEMENT FOR RECALL OF ACH

Customer hereby certifies to JPMorgan Chase Bank, N.A. ("**JPMC**") and agrees as follows:

1. The erroneous/improper/unauthorized ACH credit/debit transfers listed on Schedule 1 hereof (each an "**ACH Transfer**") were originated by Customer through JPMC as the Originating Depository Financial Institution (ODFI) under the Operating Rules of the National Automated Clearing House Association (NACHA), resulting in funds being credited to / debited from a deposit account ("**Account**") held with the Receiving Depository Financial Institution (RDFI). Each ACH Transfer shall be treated as a separate request hereunder.

If Credit Transaction:

2. Customer hereby requests JPMC to issue a request to the RDFI to debit the Account to which the Funds were deposited for the amount of the Funds deposited in the Account and/or to take other actions to retrieve such amount and return the ACH credit to JPMC with a return code of R06 for further credit to Customer and/or hold such funds pending further investigation. Customer acknowledges that as a condition of complying with such request, the RDFI is requiring JPMC to indemnify the RDFI and, accordingly, JPMC must obtain agreement from Customer that it will be responsible for any resulting liability due to remittance of such funds to JPMC.

If Credit Fraudulent Transaction:

3. Customer hereby requests JPMC to issue a request to the RDFI to block access to the Funds for the lesser of (A) the Requested Amount or (B) the amount of the Funds still on deposit in the Account or in any other bank account to which any portion of the Funds have been transferred; plus the amount of any still outstanding instrument purchased with the Funds, including, but not limited to, cashier's checks and money orders, ("Outstanding Instrument"); plus the amount of any payment made with any portion of the Funds to the RDFI on any obligation due to the RDFI ("Credit Payment"). The amount of the Funds to which access is blocked by RDFI pursuant to the request shall be referred to as the "Restrained Amount". Customer further requests JPMC to request the RDFI to cancel any Outstanding Instrument, reverse any Credit Payment and debit the Account or any other bank account in which any portion of the Funds stand, up to the Requested Amount, whichever is less, and to deliver the Restrained Amount to the JPMC for further credit to Customer and/or hold funds in the Account pending further investigation. Customer acknowledges that as a condition of complying with such request, the RDFI is requiring JPMC to indemnify the RDFI and, accordingly, Customer agrees that it will be responsible for any resulting liability due to remittance of such funds to JPMC in accordance with the Agreement for Automated Clearing House Services between Customer and JPMC, dated August 26, 2022.

If Debit Transaction:

If Debit Fraudulent Transaction:

4. Customer hereby requests JPMC to issue a request to the RDFI to credit the Account to which the Funds were debited from in the amount of the Funds and return the ACH debit to JPMC with return code R06. Customer acknowledges that as a condition of complying with such request, the RDFI is requiring JPMC to indemnify the RDFI and, accordingly, JPMC must obtain agreement from Customer that it will be responsible for any resulting liability due to remittance of such funds to JPMC.
5. In consideration for JPMC taking the actions requested in paragraph 2, 3 or 4 hereof, as applicable, Customer agrees to the extent not prohibited by applicable law, to be responsible for or to reimburse JPMC, its affiliates, agents, successors, and assigns, and each of the foregoing's officers, directors, employees, and agents, successors, and assigns (collectively, the "JPMC Parties") for any and all losses, damages, liabilities, claims, demands, suits, actions, proceedings, judgments, obligations, penalties, executions, costs or expenses including, without limitation, reasonable attorney fees, court

costs, consequential damages paid, sustained, suffered or incurred which arise directly or indirectly out of or are connected with the origination of the ACH Transfer, complying with Customer's requests herein, including any disclosure of customer information by the RDFI to JPMC, or the holding and/or delivery of the Funds to JPMC and/or the Customer. The Customer's obligation to be responsible for or to reimburse the JPMC Parties shall commence immediately and shall remain in full force and effect indefinitely.

6. This Agreement is freely and voluntarily given by the undersigned on behalf of Customer, without duress or coercion.
7. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas, and the exclusive jurisdiction for the institution and maintenance of any action for judicial relief hereunder shall be in either the Federal or State court of competent jurisdiction sitting in that state. Customer hereby waives any claim that such court does not have personal jurisdiction over it or is an inconvenient forum.

CUSTOMER AUTHORIZATION

The undersigned is/are an individual authorized by law to administer Customer's financial accounts, an officer, member, manager, director, or general partner, all of the joint venturers, or all of the trustees (or a person authorized to represent the foregoing, as applicable) of Customer. The undersigned certifies to JPMC that the governing body of Customer has adopted resolutions or other appropriate and binding measures authorizing him/her to sign on behalf of Customer and authorizing Customer to enter into and perform its obligations under this Agreement and that those resolutions or other appropriate and binding measures were adopted in accordance with all requirements of law and of Customer's organizational or constituent documents, have been entered in the regular minute books or company records of Customer, have not been rescinded or modified, and are now in full force and effect. Customer shall provide to JPMC upon demand conclusive evidence of the authorizations described above.

Agreed to by:

JPMC Customer Name:

Texas Comptroller of Public Accounts

Signature:

Print Name:

Lisa Craven

Title:

Deputy Comptroller

Phone Number:

512-305-8673

Fax Number:

N/A

Email:

contracts@cpa.texas.gov

Texas Comptroller of Public Accounts

Operations & Legal Support Division, Contracts
Section

LBJ State Office Building

111 East 17th Street, Room 910E

Austin, TX 78774

Address:

Date:

JPMC Case #:

RESPONSE TO CONTRACT ADVISORY TEAM (CAT) RECOMMENDATIONS

Procedures for response to recommendations for delegated solicitation reviews by CAT.

Introduction

Pursuant to Texas Gov't Code §2262.101, the Contract Advisory Team (CAT) is created to assist state agencies in improving contract management practices by:

- Reviewing the solicitation of \$5 Million contracts. Contracts defined in Texas Gov't Code §2262.001 as any contract having the monetary value of \$5 million dollars must be submitted to CAT for review prior to posting (see <https://comptroller.texas.gov/purchasing/contracts/pod/faq.php> for more information about CAT reviews and frequently asked questions.
- Reviewing any findings or recommendations made by the state auditor, including compliance with the Contract Management Guide (CMG) findings;
- Providing recommendations to SPD regarding the development and updating of the Contract Management Guide; and contract manager training;
- Providing recommendations and assistance to state agency personnel on the entire contract management process;
- Coordinates and consults with the Quality Assurance Team (QAT) on all contracts relating to major information resources projects; and
- Performs risk assessments to determine the appropriate level of management and oversight of contracts by state agencies.

Policy

The Commission will comply with any recommendations offered by the Contract Advisory Team (CAT) as it pertains to the best interest of the State while keeping the core function in the service or product being procured.

Procedure

The Commission shall request that the CAT team review any Request for Proposal (RFP), Invitation for Bid (IFB), Request for Application (RFA), Request for Offer (RFO), Request for Qualifications (RFQ), etc., that are anticipated to cost over \$5 million. The commission will request delegation from Procurement Oversight and Delegation (POD) for any purchases of Goods over \$50,000 (Open Market Requisition process) or services over \$100,000 or more and requires a Statement of Work (SOW). A typical review may take up to 30 days to complete. If the Commission does not receive a response from the POD within 30 days, the Commission may proceed with issuance of its solicitation.

Major information projects over 10 million dollars are required to be submitted to the QAT (Quality Assurance Team). The Department of Information Resources has oversight over QAT.

Submitting the Solicitations for a CAT

Solicitation documents should be sent to CAT for review through the Procurement Oversight & Delegation Portal web application (<http://www.txsmartbuy.com>), when signed in. Upon receiving the major contract solicitation documents, the CAT will send the Commission an acknowledgement e-mail that confirms receipt of the solicitation and provides a web link to view the status of the review. For more information, visit: <https://comptroller.texas.gov/purchasing/contracts/pod/review.php>

To speed up the procurement process and eliminate delays in having to resubmit the request, the Commission's procurement staff should submit their major contract solicitation document(s) to the CAT after final executive-level approval; final executive-level approval may be necessary for some major contract solicitation documents, especially for IT related solicitations - see the DIR IT Project Delivery Framework: <https://dir.texas.gov/View-Resources/Pages/Content.aspx?id=16>

Guidelines for Submissions

If the initial major contract solicitation document submitted to the CAT changes substantially, the Commission is required to resubmit their solicitation document(s) for CAT review. Changes in the major contract solicitation are considered substantial when:

- the solicitation change caused the estimated value for the original term of the contract (not including any renewal periods) to increase by 25% or more; or
- there are significant revisions, deletions and/or additions to the specifications, statement of work (SOW), set(s) of deliverables, and/or performance measures, payment methodology, etc.

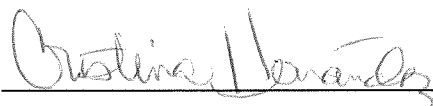
The CAT recommends all appropriate Commission personnel incorporate the 30 day CAT review period into their procurement schedule to avoid potential delays to the Commission's solicitation, evaluation, and award process.

Should the CAT request the Commission to submit a more complete major contract solicitation draft or require clarification, the 30 day turnaround time restarts when the CAT receives all the information needed to conduct its review.

Authority: Texas Gov't Code §2262.101 (d).

Approved:

DATE: November 26, 2024

PROGRAM MANAGER: 

EXECUTIVE DIRECTOR: 

INTERNAL PURCHASING PROCEDURES

Introduction

As a purchaser of the State of Texas, the Commission's purchaser must follow all the rules and regulations found in the *State of Texas Procurement and Contract Management Guide, Version 2.1*; which incorporates recent procurement-related legislation from the 87th Legislative Session and recent rule revisions. The *State of Texas Procurement and Contract Management Guide, Version 2.1* can be found at <https://comptroller.texas.gov/purchasing/publications/procurement-contract.php>. The Commission takes great pride in assuring that the procurement methods set in place by the Comptroller of Public Accounts and the rules established by the Legislature, along with internal agency policies are followed.

Policy

The purchaser is in charge of handling all purchasing functions of the Commission. The purchaser will evaluate requests for materials, supplies and equipment, and will advise Commission staff on matters concerning prices, availability, supply sources, and delivery methods. The purchaser will schedule conferences, seminars, and trainings, staff members need to attend. The purchaser will always try to do business with HUB vendors as recommended by the State Procurement Division (SPD) and the Comptroller of Public Accounts (CPA).

The purchaser will prepare purchase orders for spot purchases, delegated purchases, emergency purchases, and more types, according to the *State of Texas Procurement and Contract Management Guide*. All purchases and maintenance contracts (such as maintenance on copiers or printers) will be evaluated, set up, and processed according to the beginning and ending of each fiscal year. Under certain circumstances, such as when new equipment is purchased after the beginning of the fiscal year, the purchase can be pro-rated from the time of purchase to the end of the fiscal year.

The purchaser shall handle all purchasing functions of the Commission as described in the Procurement and Contract Management Guide. Such duties include:

- Provide a Needs and Risk Assessment (for specific contracts)
- Evaluate requests for materials, supplies & equipment
- Advise the Commission staff on prices, availability and supply sources
- Schedule staff members for conferences/seminars
- Seek purchases using HUB vendors and recycled, remanufactured, environmentally safe products whenever possible
- Make Emergency, Delegated, and Spot purchases as needed, and process according to the State of Texas Procurement and Contract Management Guide
- Process requisitions, purchase orders, receipts, and travel vouchers in Centralized Accounting Payroll and Personnel System (CAPPS)
- Maintain a purchasing/ITV log, as needed
- Maintain all contracts for maintenance and rental of supplies/products
- Report on the Commission's use of HUB vendors and recycled/remanufactured items purchased

throughout each Fiscal Year

- Report by uploading Contracts to the LBB (as needed).
- Report on the Commission's set aside purchases
- Compile information for the Quarterly reports of purchases still pending, or ordered but not paid, during each quarter and report to the Accounting Department

Procedure

Step 1: Know the needs of the user requesting the product. The purchaser will be in charge of communicating with all vendors, requestors, or their representatives concerning the availability of products, the pricing of such items, and the availability of discounts for state agencies.

The agencies requisition specialist must complete a requisition (for the requester/user) in the Centralized Accounts Payroll and Personnel System, (CAPPS). The requisition specialist must ensure that all specifications are clear and descriptive, before it is to be approved by the requestor's division director, and processed by the purchaser.

Step 2: Select a Purchasing Method and Search for the product. Once the requisition specialist requests a product, the purchaser must follow the purchasing rules and steps to find a vendor. (See the Procurement and Contract Management Guide, beginning on page 17 (Procurement Method Determination Selected). Before the purchaser begins the search, there are two major factors to keep in mind.

1. Can the product be purchased as a recycled or remanufactured item?
2. Is the product available from a HUB vendor?

If the product is on term contract, see page 20 of the Procurement and Contract Management Guide for instructions. If the product is not on term Contract, search Section Two of the Procurement and Contract Management Guide by type of purchase. The General Appropriations Act may also be searched for more procedures on the various types of purchases (Open Market, Emergency, Spot, Recycle, Remanufactured, Delegated, Contract non-automated and Contract automated purchase, as well as legal authorization by the Legislature for an agency to spend state funds). The type of purchase being made determines the number of bids needed from vendors.

SPD has by rule delegated its purchasing authority to agencies for the following types of procurements: one-time purchases of goods that do not exceed \$50,000; purchases of services that do not exceed \$100,000.

IT COMMODITY ITEMS |GO TO – DIR: Agencies must submit a request for pricing to at least 3 vendors in a relevant category on DIR's cooperative contracts list for the purchase of IT commodity items with a value of more than \$50,000 but not more than \$1M.

The purchaser must always use an SPD certified vendor (see www.comptroller.texas.gov/procurement). Commodity codes may be located using the State of Texas NIGP Commodity Book Numeric Index, at <https://mycpa.cpa.state.tx.us/commbook/indexSearch>

Step 3: Selecting a Vendor. This is extremely important. Once the purchasing method to be used has been

determined, the next step will be to find the appropriate vendor. The Comptroller's CMBL site, found at <https://comptroller.texas.gov/purchasing/vendor/cmb/> is a good place to look for vendors who sell the product or service you are researching. Additionally, it provides a link to the Comptroller's Tax Status for vendors.

The purchaser must ensure that the vendor is not on Vendor Hold status by the Comptroller of Public Affairs for any unpaid taxes or other circumstances. Vendor Warrant hold status can be checked through the USAS Texas Identification Number System (TINS), found at <https://fmx.cpa.state.tx.us/fmx/pubs/tins/tinsguide/>. Once in TINS, you can search by Payee Hold Information (PYHOLD Screen D), Payee Warrants on Hold (PYWTHD Screen I), Payee Held Warrants Released (PYWTHR Screen J) or Agency Hold Reason Inquiry (RSNINQ Screen N). The purchaser must have the vendor's Federal Identification Number (FEI) to search these fields.

If the vendor is on Hold, an award cannot be made to this vendor. If a vendor goes on Vendor Hold after the award is made, the Comptroller will hold their payment and apply it to any outstanding charges (taxes or child support, etc.) that may have caused the vendor to go on hold. The Comptroller will send the vendor a letter notifying them of the held payments as well as send a letter to the Commission.

Prior to awarding the purchase, check the System for Award Management site, at <https://www.sam.gov/SAM/> to verify that the vendor or individual is not listed on the Federal Excluded Parties List System. To do this, the purchaser must have the exact company name and FEI or SSN. Print and attach that screen print once the verification has been made.

It is always a good idea to print the Tax Status page of the vendor to whom the order will be awarded. Always check the Tax Status page (<https://mycpa.cpa.state.tx.us/coa>) prior to awarding a bid if it is not on the same day the original search was done; the Comptroller updates this information often and it may have changed.

Step 4: Award the purchase and Complete the Purchase Order (PO) in CAPPs. Once the purchaser has determined the best bid, a Purchase Order should be finalized in CAPPs. The PO must include the name of the requestor, the commodity code and description of the product, detailed information specific to the product or service being procured, the itemized cost of the product, shipping/handling information if applicable, TC (Transaction Code), PCA (Program Cost Account), AY (Appropriate Year), Account Number (Comptroller Object Code), price charged to each PCA, and vendor name, vendor identification number, address and phone number.

Purchasing Log: The purchaser may maintain a log, which is located at *s:/Purchasing/Purchase Order Log/[Fiscal Year]*. The Purchasing Purchase Order Log contains each purchase order (PO) number in sequential order, except for the PO numbers that may have vendors who have contracts on a monthly basis. (There is a section reserved for each vendor and their contracts).

IAC, ITV Contracts: The latest contracts associated with Inter-agency (IAC), Inter-agency transaction vouchers (ITVs), will also be processed and listed in the purchasing log, processed in CAPPs, and contracts kept on the "S" drive.

Step 5: Acquire Approval. Upon completion of the Purchase Orders in CAPPs, the purchaser (which handles every aspect of quotes, bids, and purchasing methods) will submit purchase orders for approval from the agency's chief financial officer (accountant and budgetary) and if needed, from the executive director, via electronic automation in CAPPs. Hand-written signatures will be acquired for contracts or purchases, if applicable.

Step 7: Place the order. After a Purchase Order (PO) number has been assigned, approved, and e-logged into the purchase order log, the purchaser will order the goods, or services (products) by e-mail, phone call, or fax to award the vendor with a completed PO. The order process also reconfirms the price, specifications, estimated delivery date and method/ terms of payment. Purchaser will also note the estimated delivery date for goods and services purchased, and relay the date to TEC team as needed. Purchase Orders can be edited as needed, if purchase order pricing or product changes occur; the changes are noted with CN1 etc. to the purchase order and resubmitted to the vendor, as needed. POs will remain in the CAPPs system for the remainder of the fiscal year, or until no longer needed.

Step 8: Delivery of products - Inspection. All received product and services must match the CAPPs Purchase Order. After the item has been delivered or service completed, it is the responsibility of the purchaser to inspect and verify that what was requested has in fact been received.

When the product is delivered to the agency (usually delivered by USPS or courier), the package is accepted by the purchaser or the person working the front desk. The package gets date stamped and a delivery notification is sent to the purchaser, and other team members via email, by the person at the front desk. The product is then given to the purchaser for product inspection (not to the requestor). When package is opened, the packing slip is date-stamped, all product is inspected and verified for accuracy and good working order. Service performed must also be inspected to ensure quality of services. All items should be verified against the purchase order to ensure all items are accounted for and delivery is accurate, afterwards, the packing slip is signed by the purchaser (at times, other members of the administrative team may be assigned to receive, inspect and distribute the product or services, as needed). Final step is for the date-stamped and signed packing slip to get e-filed to the corresponding folder/file; and products get delivered to the appropriate requestor (if the requestor is not in the office, the requestor will be sent an email for delivery confirmation of their ordered product by the purchaser).

In some occasions, other assistance may be needed, as the following people are authorized to sign off on goods delivered: Receptionist, Property Manager, Computer Services Division Director, and Chief Financial Officer. The Property Manager may also need to enter some product/property information into the SPA suspense system and return the Purchase Order to the purchaser. The returned copy of the Purchase Order should have the following items completed: room location and serial # (if applicable)

Step 9: Delivery of products – Receipt. After each ordered product and service has been completed, delivered, and verified for accuracy (See step 8); a receipt will then be processed in CAPPs to generate a product received number. An electronic copy of the receipt will be saved to the “S” drive in its corresponding product folder/file and the receipt number will be e-logged in the Purchasing Log to ensure the most current information is available for accounts payable to resource and process for payment.

Step 10: Pay the Invoice. Vendor sends Invoice to TEC for purchased goods or completed services. The TEC Purchaser or Accounts Payable (AP), depending on the payment, will then process a “Receipt” in CAPPs, electronically log the receipt number in the Purchasing Log, and add the receipt to the electronic original document on the TEC “S” drive.

Verify the invoice to the purchase order, previously generated in CAPPs, to make sure taxes have not been charged, connectivity charges are not to be paid on cellular phone accounts, and look for past due charges that may have been paid previously. If such charges are listed on the invoice, be sure to subtract any appropriate overage prior to paying the invoice.

Payment should be processed only after the goods (products) have been received, or services are completed; a receipt number has been generated in CAPPs; and an original invoice has been received and date stamped. The only exception is when the registration form or ordering invoice is to be used as the original invoice (this must be arranged at time of award). The transaction will then be entered into CAPPs or the Universal Statewide Accounting System (USAS) if applicable.

Next, a payment Voucher will be entered in CAPPs and/or USAS system, if applicable, to generate a payment warrant.

Step 11: Receive the Warrant and Mail Payment. Within 30 days of generating the payment warrant, the Comptroller's office will either issue a warrant, which will be hand delivered by the SPD/CPA Commission mail room courier, or, the payment will be direct deposited, which will appear on the DAFR 3691 report and can also be retrieved from the USAS screen by logging on, then hitting the HOME key and entering S86.

The Receptionist must verify all the warrants against the USAS Operations Control *Daily Warrant Transmittal Report* brought in by the mail courier. The Warrant sheet must be date stamped, signed, scanned and sent to the purchaser, accounts payable, and finance director. The courier returns the original report to the comptroller and the scanned copy is sent to the purchaser to file in TEC's "S" drive.

Payment warrants: Purchaser processes the payment mail outs for Travel Vouchers and Accounts Payable processes the payment mail outs for all other TEC payments. Most payments are mailed out to Vendors via USPS mail, e-mailed, or direct deposit through the CAPPs and/or USAS system. The payment mail out process involves scanned copies of the payment envelope, cover letter, payment warrant and Invoice that is then sent to the corresponding Vendor to inform them that a payment has been processed and sent.

Refund, late penalty, lobby registration and some reimbursements of miscellaneous items, are requested from DFS, then the payment process also involves scanned copies of the payment envelope, cover letter, payment warrant and Invoice that is then sent to the corresponding Vendor to inform them that a payment has been processed and sent.

Step 12: Enter warrant number in CAPPs ACCOUNT PAYABLE SYSTEM and Purchase Order Log. After payment has been mailed, enter the warrant check number or deposit number in the assigned column in the Purchase Order Log and close out the Voucher from the CAPPs by entering the warrant number. To close out, you must go into the CAPPs ACCOUNT PAYABLE SYSTEM, select Edit, then the appropriate Purchase Order number and enter the warrant number or the direct deposit number in the designated area.

Step 13: E-File of Payment with Purchase Order, Vouchers and all supporting documentation. Final step is to e-file and/or verify that each Purchase order folder or PDF contains all supporting documentation: Such as, all scanned contents that justify each purchase of goods or services. Examples of such contents: Bids, e-mailed communication, Request for Quotes (RFQ), Statement of Work (SOW), Payment mail outs, any, and all supporting documentation that justifies the purchased goods or services. The combined and saved PDF(s) are located in the "S" drive in: S:\Purchasing\Contracts and Scanned Purchase Orders\, within their respective year and supporting document folders. (*During an audit, the Auditors will randomly review these files to check for accuracy and State compliance*).

Miscellaneous

The cash box used in the Commission’s Disclosure Filing Section (DFS) must be counted at the end of every evening. DFS will bring the box to the Administration department for the Purchaser to count after DFS has counted it. Both the Purchaser and the person from DFS have to count the money and sign the cash log form. Once the cash box has been counted and signed, it will be placed in the safe (in the purchaser’s office), along with the cash and checks taken in for the day. Make sure to lock the safe, by pushing in the button. Do not turn the dial to the safe.

The Director will release the deposit entered into USAS by the Purchaser. The Purchaser is responsible for verifying when a deposit shall be made. Deposits shall be entered within three working days of receipt or whenever the total intake is \$1,000 or more. The deposit has to be dropped off no later than 2:00 p.m. Once the deposit is entered, the Purchaser shall place the bag in the safe and notify the Director. The Purchaser will deliver this deposit to the Comptroller’s office.

Cancelling a Warrant

If a warrant is lost or stolen, or an incorrect payment amount was issued, it may be necessary to cancel or void a warrant. If this happens, the purchasing department will log into USAS, make a screen shot of screen 44, and gather the original warrant stub and invoice. The purchaser will then log into the Treasury Operations System Services (TOSS) at <https://toss.cpa.state.tx.us> and request a cancellation or warrant by entering the warrant number, warrant amount, cancellation doc number and reason code. Make screen shots of each page to file with the copy of the original warrant stub and invoice. Once the request has been made, the purchaser will request the CFO to release the warrant cancellation in the TOSS system. If necessary, a warrant will be reissued to the vendor.

Authority: 34 Texas Administrative Code §20.31

Contract Reporting to LBB

It is the responsibility of each division director to notify the purchasing department of a new contract on the day the contract is executed. If the contract must be reported to the LBB, it is the policy of TEC for the purchasing department to report the contract to the LBB within 2 business days of being informed of an executed contract

Approved:

DATE: November 26, 2024

PROGRAM MANAGER: Cristina Hernandez

EXECUTIVE DIRECTOR: [Signature]

TEXAS ETHICS COMMISSION

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 Ethics Commission (TEC) 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 TEC 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 TEC 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 TEC and/or investigation for antitrust violations.

1.12. The telephone number for FAX submission of bids is 1-512-463-5777. 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 512-463-5784 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 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 Texas Procurement and Contract Management Guide.

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 TEC and the ordering agency. Bidder must keep the TEC 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 TEC 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 TEC.

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 TEC 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. The factors listed in §§2155.074, 2155.144, 2156.007, and 2157.003, Gov't Code, shall also be considered in making an award when specified. Any legal actions must be filed in Travis County, Texas.

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, Gov't Code.

8. PATENTS, TRADEMARKS, OR COPYRIGHTS:

Bidder agrees to defend and indemnify the TEC and State from claims involving infringement or violation of patents, trademarks, copyrights, trade secrets, or other proprietary rights, arising out of the TEC'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 TEC 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:

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:

10.01. 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.

10.02. Pursuant to 15 U.S.C. §1, *et seq.* and Tex. Bus. & Comm. Code §15.01, *et seq.* neither the bidder nor the firm, corporation, partnership, or institution represented by the bidder, or anyone acting for such a firm, corporation or institution has violated the antitrust laws of this state, federal antitrust laws, nor communicated directly or indirectly the bid made to any competitor or any other person engaged in such line of business.

10.03. 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.

10.04. 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 names and Social Security numbers of each person with at least 25% ownership of the business entity submitting the bid. This information must be provided prior to award. Enter the Name & Social Security Numbers for each person below:

Name:	Social Security Number:
Name:	Social Security Number:
Name:	Social Security Number:

10.05. 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 prohibit a person or entity from receiving a state contract if they received compensation for participating in preparing the solicitation or specifications for the contract.

10.06. 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 TEC 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.

10.07. Pursuant to §669.003, Gov't Code, TEC may not enter into a contract with a person who employs a current or former executive head of the TEC until four years has passed since that person was the executive head of the TEC. By submitting a bid, the bidder certifies that it does not employ any person who was the executive head of the TEC in the past four years. If bidder does employ a person who was the executive head of the TEC, 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: _____

10.08. 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.

10.09. 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.epls.gov>

10.10. Sections 2155.006 and 2261.053, Gov't Code, prohibit state agencies from awarding contracts to any person who, in the past five years, has been convicted of violating a federal law or assessed a penalty in connection with a contract involving relief for Hurricane Rita, Hurricane Katrina, or any other disaster, as defined by §418.004, Gov't Code, occurring after September 24, 2005. Under §2155.006, Gov't Code, bidder certifies that the individual or business entity named in its bid is not ineligible to receive a contract and acknowledges that any contract resulting from this IFB may be terminated and payment withheld if this certification is inaccurate.

10.11. 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.

10.12. Bidder represents and warrants that it has no actual or potential conflicts of interest in providing the requested items to TEC 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.

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:

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 TEC's rules at 34 TAC Rules §§20.531, et seq..

13. DISPUTE RESOLUTION:

The dispute resolution process provided for in Chapter 2260, Gov't Code must be used by the TEC 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 CPA, either in whole or in part, subject to the availability of state funds. TEC is a state agency whose authority and appropriations are subject to actions of the Texas Legislature. If TEC becomes subject to a legislative change, revocation of statutory authority, or lack of appropriated funds which would render TEC'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, TEC will not be liable to bidder for any damages, which are caused or associated with such termination, or cancellation and TEC 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 TEC 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. Within three (3) days of receipt, bidder will refer to TEC any third party requests, received directly by bidder, for information to which bidder has access as a result of or in the course of performance under any contract resulting from this IFB. Any part of the solicitation response that is of a confidential or proprietary nature must be clearly and prominently marked as such by the bidder.

16. CONFLICT OF INTEREST:

Under §2155.003, Gov't Code, a CPA employee 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 an agency of the state; or in any manner, including by rebate or gift, accept or receive from a person to whom a contract may be awarded, directly or indirectly, anything of value or a promise, obligation, or contract for future reward or compensation. Any individual who interacts with public purchasers in any capacity is required to adhere to the guidelines established in Page 3 of the State of Texas Procurement and Contract Management Guide, which outlines the ethical standards required of public purchasers, employees, and bidders who interact with public purchasers in the conduct of state business, and with any opinions of or rules adopted by the Texas Ethics Commission. Entities who are interested in seeking business opportunities with the State must be mindful of these restrictions when interacting with public purchasers of TEC or purchasers of other state agencies.

17. FORCE MAJEURE:

Neither bidder nor TEC 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. Each party must inform the other in writing, with proof of receipt, within three (3) business days of the existence of such force majeure, or otherwise waive this right as a defense.

18. INDEPENDENT CONTRACTOR:

Bidder is and shall remain an independent contractor in relationship to the TEC. The TEC shall not be responsible for withholding taxes from payments made under any contract resulting from this IFB. Bidder shall have no claim against the TEC for vacation pay, sick leave, retirement benefits, social security, worker's

compensation, health or disability benefits, unemployment insurance benefits, or employee benefits of any kind.

19. INDEMNIFICATION:

Bidder shall defend, indemnify, and hold harmless the State of Texas, its officers, and employees, and TEC, its officers, and employees and contractors, from and against all claims, actions, suits, demands, proceedings, costs, damages, and liabilities, including without limitation attorneys' fees and court costs, arising out of, connected with, or resulting from any acts or omissions of bidder or any agent, employee, subcontractor, or supplier of bidder in the execution or performance of any contract with bidder resulting from this IFB. Bidder shall coordinate its defense with the Texas Attorney General as requested by TEC. This section is not intended to and shall not be construed to require bidder to indemnify or hold harmless the State or CPA for any claims or liabilities resulting from the negligent acts or omissions of the TEC or its employees.

20. RIGHT TO AUDIT:

In addition to and without limitation on the other audit provisions of this IFB, pursuant to §2262.003, Texas Government Code, the state auditor may conduct an audit or investigation of the bidder or any other entity or person receiving funds from the state directly under this contract or indirectly through a subcontract under this contract. The acceptance of funds by the bidder or any other entity or person directly under this contract or indirectly through a subcontract under this contract acts as acceptance of the authority of the state auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. Under the direction of the legislative audit committee, the bidder or other entity that is the subject of an audit or investigation by the state auditor must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit. This IFB or any contract resulting from this IFB may be amended unilaterally by TEC to comply with any rules and procedures of the state auditor in the implementation and enforcement of §2262.003, Texas Government Code. Bidder will ensure that this clause concerning the authority to audit funds received indirectly by subcontractors through the bidder and the requirement to cooperate is included in any subcontract it awards.

CODE OF ETHICS & CONFLICT OF INTEREST

A special responsibility is imposed on every person who is entrusted with the disposition of state funds. Purchasing personnel are required to perform with the highest integrity while also managing state contracts more effectively, securing better economic results, speeding up the procurement process, and being innovative in accomplishing our mission.

State officials and state employees are entrusted with the safety and welfare of the citizenry. In return for their confidence in state government, citizens expect that state employees' private interests will not conflict with public business.

The nature of purchasing functions makes it critical that all participants in the process remain independent, free of obligation or suspicion, and completely fair and impartial. Maintaining the integrity and credibility of a purchasing program requires a clear set of guidelines, rules and responsibilities to govern the behavior of purchasing employees. Credibility and public confidence are vital throughout the purchasing and contracting system.

This section sets out the ethical standards of conduct required of SPD employees, vendors, potential vendors, and employees of other state agencies when acting under authority delegated from SPD. Every person employed by the Commission's purchasing department should abide by a code of ethics. In accordance with state law and SPD Rules (34 Texas Administrative Code §§20.157 and 20.158), the Commission, when purchasing under SPD-delegated authority, shall adhere to the following ethical standards:

- Each state agency employee or official who is involved in procurement or in contract management for a state agency shall disclose to the agency any potential conflict of interest specified by state law or agency policy that is known by the employee or official with respect to any contract with a private vendor or bid for the purchase of goods or services from a private vendor by the agency.
- A state agency may not enter into a contract for the purchase of goods or services with a private vendor with whom any of the following agency employees or officials have a financial interest:
 - (1) a member of the agency's governing body;
 - (2) the governing official, executive director, general counsel, chief procurement officer, or procurement director of the agency; or
 - (3) a family member related to an employee or official described by paragraph (1) or (2) of this subsection within the second degree by affinity or consanguinity.
- A state agency employee or official has a financial interest in a person if the employee or official:
 - (1) owns or controls, directly or indirectly, an ownership interest of at least one percent in the person, including the right to share in profits, proceeds, or capital gains; or
 - (2) could reasonably foresee that a contract with the person could result in a financial benefit to the employee or official.

- A financial interest prohibited by this section does not include a retirement plan, a blind trust, insurance coverage, or an ownership interest of less than one percent in a corporation.
- A former state officer or employee of a state agency who during the period of state service or employment participated on behalf of a state agency in a procurement or contract negotiation involving a person may not accept employment from that person before the second anniversary of the date the contract is signed or the procurement is terminated or withdrawn.

A state employee may not:

- participate in any work on a contract knowing that the employee, or a member of that employee's immediate family, has an actual or potential financial interest in the contract, including, but not limited to prospective employment. The term "participate" includes, but is not limited to, decision making, approval, disapproval, recommendation, giving advice, investigation or similar action.
- solicit or accept anything of value from an actual or potential vendor;
- be employed by, or agree to work for, an actual or potential vendor;
- knowingly disclose confidential information for personal gain; or
- be employed at a pay classification of A17 or B10 or higher if he or she is the spouse of an officer, manager, or paid consultant of a Texas trade association of businesses that contracts with the state (see the Human Resources representative for verification of the equivalent pay classification).

A former employee:

A former employee who had a pay classification of A17 or B10 (see above note) or higher who ceases service or employment with a state agency on or after January 1, 1992, may not represent any person or receive compensation for services rendered on behalf of any person regarding a particular matter (a specific investigation, application, request for a ruling or determination, rulemaking proceeding, contract, claim, charge or other proceeding) in which the former employee participated during the period of employment, either through personal involvement or because the case or proceeding was a matter within the employee's official responsibility (see Texas Gov't Code § 572.054, Representation by Former Officer or Employee of Regulatory Agency Restricted; Criminal Offense).

A vendor or potential vendor may not:

Offer, give, or agree to give a state employee anything of value that exceeds \$5. "Value," "reward," and "compensation" includes anything with a monetary value of \$5 or more. *See* Texas Ethics Commission Rule 45.5.

If a violation occurs:

When an actual or potential violation of any of these standards is discovered, the person involved shall promptly file a written statement concerning the matter with an appropriate supervisor. The person may also request written instructions for disposition of the matter.

If an actual violation occurs or is not disclosed and remedied, the employee involved may be reprimanded, suspended, or dismissed. The vendor or potential vendor may be barred from receiving future contracts and/or have an existing contract canceled.

Purchasing professionals have the right under law to have any ethics question reviewed and decided by the Commission. If you wish to learn whether a specific action violates the ethics rules, please contact the Commission, 201 E. 14th Street, 10th Floor, Austin, Texas 78701 or call them at (512) 463-5800.

The ethics provisions of 1 Texas Administrative Code §111.20 apply to employees, vendors and potential vendors acting under delegated authority.

Conflict of Interest

All purchasing staff of the Commission who have been delegated the authority to purchase must also sign a Conflict of Interest statement annually. One copy of the signed statement should be given to the employee, with a copy to the employee's supervisor and other copies distributed according to Commission requirements.

Employees of agencies who perform purchasing functions under delegated authority shall adhere to the same ethical standards required of comptroller employees, and shall avoid all conflicts of interest in their purchasing activities.

Authority: 34 Texas Administrative Code, Part 1, Ch 20, Sub ch B, Div 4, §20.157

adopted to be effective January 24, 2017, 42 TexReg 232

Sec. 2155.003

The following is the Conflict of Interest statement used by SPD



TEXAS ETHICS COMMISSION NON-DISCLOSURE AND CONFLICT OF INTEREST CERTIFICATION

Fiscal Year 2024 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 Section 39 02 of the Texas Penal Code, the antitrust laws of the United States and the State of Texas, and/or the Texas Public Information Act (Chapter 552, Texas Government Code) Credibility and public confidence are vital throughout the purchasing and contracting system. The appearance of impropriety can be as harmful as the conduct itself. It is with this in mind that the following certification is set forth.

I, Margaret Sanchez, 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 Ethics Commission.

I agree that I will disclose any information about which I am aware regarding my involvement in any agency decision-making or recommendations on a procurement that could constitute a conflict of interest or create the appearance of impropriety. I understand my relationship with an employee of a business entity that is or may be a respondent or subcontractor may constitute a conflict of interest when that employee is my spouse, child, spouse's child, parent, spouse's parent, child's spouse, brother, sister, grandparent, spouse's grandparent, grandchild, spouse's grandchild, spouse's sibling, sibling's spouse, nephew, niece, uncle, aunt, great-grandparent, or great-grandchild. For purposes of this disclosure, a step-relationship or adoptive relationship is considered the same degree as a natural relationship 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 or my agency's ethics office].

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 in a procurement, 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 offer or, a bidder or other like term) or a subcontractor to a respondent. The term "immediate family," as used in this Certification means: One's parents, spouse, children, brothers, and sisters, whether residing together or not.

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 my agency's 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 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 not let any preconceived position I may have regarding the relative merits impact the fair and impartial performance of my responsibilities, nor will I perform my responsibilities based on a personal preference or position regarding 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 including, but not limited to, the following: the development of the solicitation, the content of any response received, the ranking of any response, or the status of the procurement, to anyone other than authorized agency personnel (e.g., approved evaluators, management) assigned to the procurement unless such communication is lawful and in the ordinary course of business consistent with my agency's purchasing policy. 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 my manager. If I receive a request for information regarding a procurement from a vendor or other member of the public, I will follow my agency's procedures for responding to such requests which may include providing notification to personnel designated by my agency to manage public information requests.

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.

I will immediately inform both my management and [the legal counsel assigned to my division or my agency's ethics office] if, at any time during the procurement 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 or [assigned legal counsel or my agency's ethics office] **I have not made any changes or deletions on this form without informing my manager or [assigned legal counsel or my agency's ethics office].**

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.

Margaret Sanchez 11-26-2024
(Signature) (Date)



TEXAS ETHICS COMMISSION NON-DISCLOSURE AND CONFLICT OF INTEREST CERTIFICATION

Fiscal Year 2024 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 Section 39 02 of the Texas Penal Code, the antitrust laws of the United States and the State of Texas, and/or the Texas Public Information Act (Chapter 552, Texas Government Code) Credibility and public confidence are vital throughout the purchasing and contracting system. The appearance of impropriety can be as harmful as the conduct itself. It is with this in mind that the following certification is set forth.

I, Cristina Hernandez, 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 Ethics Commission.

I agree that I will disclose any information about which I am aware regarding my involvement in any agency decision-making or recommendations on a procurement that could constitute a conflict of interest or create the appearance of impropriety. I understand my relationship with an employee of a business entity that is or may be a respondent or subcontractor may constitute a conflict of interest when that employee is my spouse, child, spouse's child, parent, spouse's parent, child's spouse, brother, sister, grandparent, spouse's grandparent, grandchild, spouse's grandchild, spouse's sibling, sibling's spouse, nephew, niece, uncle, aunt, great-grandparent, or great-grandchild. For purposes of this disclosure, a step-relationship or adoptive relationship is considered the same degree as a natural relationship 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 or my agency's ethics office].

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 in a procurement, 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 offer or, a bidder or other like term) or a subcontractor to a respondent. The term "immediate family," as used in this Certification means: One's parents, spouse, children, brothers, and sisters, whether residing together or not.

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 my agency's 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 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 not let any preconceived position I may have regarding the relative merits impact the fair and impartial performance of my responsibilities, nor will I perform my responsibilities based on a personal preference or position regarding 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 including, but not limited to, the following: the development of the solicitation, the content of any response received, the ranking of any response, or the status of the procurement, to anyone other than authorized agency personnel (e.g., approved evaluators, management) assigned to the procurement unless such communication is lawful and in the ordinary course of business consistent with my agency's purchasing policy. 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 my manager. If I receive a request for information regarding a procurement from a vendor or other member of the public, I will follow my agency's procedures for responding to such requests which may include providing notification to personnel designated by my agency to manage public information requests.

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.

I will immediately inform both my management and [the legal counsel assigned to my division or my agency's ethics office] if, at any time during the procurement 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 or [assigned legal counsel or my agency's ethics office] **I have not made any changes or deletions on this form without informing my manager or [assigned legal counsel or my agency's ethics office].**

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)

SYSTEM FOR AWARD MANAGEMENT (SAMS)

EXCLUDED PARTIES LIST SYSTEM (EPLS)

Internal purchasing procedures for SAMS/EPLS:

Introduction

The Commission is federally mandated to adhere to the directions provided in the President's Executive Order (EO) 13224, Executive Order on Terrorist Financing - Blocking Property and Prohibiting Transactions With Persons Who Commit, Threaten to Commit, or Support Terrorism, effective 9/24/2001 and any subsequent changes made to it via cross-referencing respondents/vendors with the Federal General Services Administration's Excluded Parties List System (EPLS), <https://www.sam.gov/index.html/#1#1>, which includes the United States Treasury's Office of Foreign Assets Control (OFAC) Specially Designated National (SDN) list.

Policy

The Commission certifies that it 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, the Commission is in compliance with the State of Texas statutes and rules relating to procurement, and the Commission 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 <https://www.sam.gov/index.html/#1#1>.

Additional information on barring vendor participation in state contracts can be found in the link below:

2155.077. BARRING VENDOR FROM PARTICIPATION IN STATE CONTRACT

Procedure

To ensure compliance, the Commission's purchaser must log onto the SAMS (EPLS) site at <https://www.sam.gov/SAM> and search the vendor by name and Federal Employee Identification (FEI) number, or individual and social security number. Once a search is completed, print the page and save to the MyEPLS list. The printed EPLS verification page must be attached to every purchase order.

Authority: Texas Gov't Code §2155.132 and 34 Texas Administrative Code §20.158.

Approved:

DATE: November 26, 2024

PROGRAM MANAGER: Cristina Hernandez

EXECUTIVE DIRECTOR: [Signature]

PRIORITY PURCHASES FOR FY 2025

The four (4) highest priority purchases the Commission expects to make in Fiscal Year 2025 that are not available through a term contract. These purchases are for goods or services procured through other means not utilizing or available on the established State Term contracts.

At this time, the Commission foresees the following high priority purchases that will not be available via one of the established State term contracts.

1. Outside legal counsel representation by Butler Snow in the cases *Texas Ethics Commission v. Empower Texans Inc., et al.*, *Texas Ethics Commission v. Michael Quinn Sullivan*, and *Institute of Free Speech v. Johnson et al.* Complete cost is currently estimated to not exceed \$300,000.00
2. Software maintenance services for the Texas Ethics Commission Electronic Filing System is currently estimated to be \$350,000.00.
3. Software enhancements for the Texas Ethics Commission Electronic Filing System is currently estimated to be \$137,500.00.
4. AWD Cloud Services for the Texas Ethics Commission Cloud Hosting subscription is currently estimated to be \$161,068.58.
5. Agency Website development cost is currently estimated to be \$150,000.00

Comments: None.

AUDITS

Attachment or Link to any SAO audits of purchasing and contract management functions for FY23-FY24

- An Audit Report on Financial Processes at the TEC July 2023 / Report # 23-036
[\(\\Ethics\data\VOL2\Shared\Purchasing\Reports\Procurement Plan\FY2024\An Audit Report on Financial Processes at the TEC July 2023.pdf\)](#)
- SFR contract review, May 24, 2024

Attachment or Link to any Comptroller post payment or procurement audits for FY23-FY24

- Previous Audit report # 356-16-01, November 28, 2016. ([Post-payment audit report for the Texas Ethics Commission](#)).