



TEXAS BOARD OF PROFESSIONAL GEOSCIENTISTS

PROCUREMENT PLAN

Pursuant to Texas Government Code, Title 10, Subtitle D, Section 2155.132

December 1, 2015

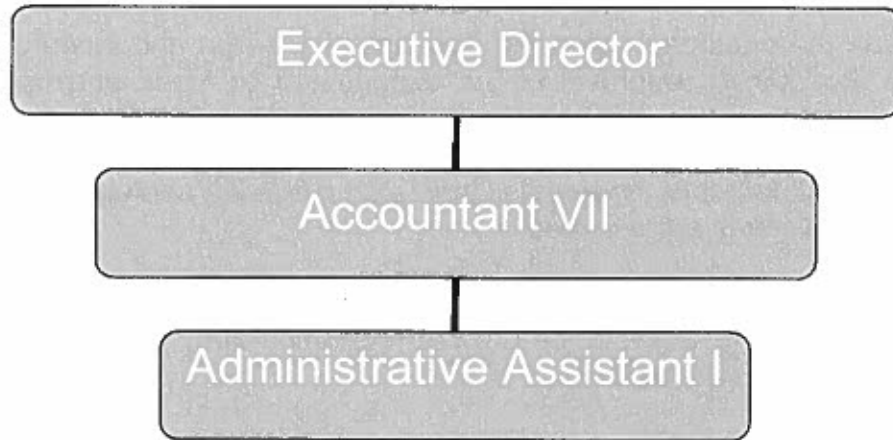
TEXAS BOARD OF PROFESSIONAL GEOSCIENTISTS PROCUREMENT PLAN

December 1, 2015

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**TEXAS BOARD OF PROFESSIONAL GEOSCIENTISTS
ORGANIZATIONAL CHART OF PURCHASING**



**TEXAS BOARD OF PROFESSIONAL GEOSCIENTISTS
PURCHASE REQUISITION INITIATION AND APPROVAL PROCESS**

1. A Purchase Requisition Form will be completed by the Accountant, listing the requisition number, vendor name, vendor address, date and specifications concerning the purchase.
2. After completing the purchase order, the Accountant will sign and forward the requisition form to the Executive Director for approval of the expenditure of funds and final approval. After the purchase has been approved, it will be returned to the Accountant.
3. The Accountant will note that the form is completed in the log and will keep all requisition forms in a suspense file until items are received.
4. When the items are received, the Accountant will mark the item as "received" on the requisition form and attach shipping notice to the original requisition form and continue to keep in suspense file until the bill or invoice is received.
5. Upon receipt of the bill/invoice, the Accountant will make a copy of the requisition form for the records and attach the bill to the original requisition form and shipping notice. In the event that the order received is incorrect, all return documentation and any bills received for the returned item will stay at the desk of the Accountant, for record purposes, until the matter has been resolved.
7. The Accountant will process the payment by performing reviews; creating a purchase voucher and having the Administrative Assistant enter the transaction into the Uniform Statewide Accounting System. In the event the Administrative Assistant is not available, the Accountant shall enter the transaction.
8. The Accountant will review transaction and release voucher in USAS. The purchase voucher information is entered into an internal accounting database and filed appropriately. In the event Accountant is not available, the Executive Director can release the voucher.
 - All purchases should be made following the policies and procedures of the Texas Procurement and Support Services.
 - Purchases less than \$5,000 allow more latitude in the method of vendor solicitation. It is strongly recommended that competitive quotations are sought where practicable.
 - Compare requirements and specification with the commodities and services provided by:
 1. CCG (Council on Competitive Government) contracts.
 2. TIBH Industries, Inc. Catalog
 3. TCI (Texas Correctional Industries) Catalog
 4. DIR's (Department of Information Resources) Commodity Software List for State Agencies
9. All Purchase Vouchers will be signed by two of the following: Executive Director, Accountant or Operations Manager.

TEXAS BOARD OF PROFESSIONAL GEOSCIENTISTS PROCUREMENT CARD PROGRAM

The Texas Board of Professional Geoscientists uses a procurement card under the TPASS Term Contract No. 946-M1.

TBPG has one procurement card that is used for emergency purchases or for vendors who will not accept direct deposit payments or state issued warrants.

The payment card may be used to pay for the purchase of commodities and services for dollar amounts within an agency's delegated purchasing authority.

1. **Agency responsibilities:** Adhere to all purchasing statutes, rules, policies and procedure when using the payment card. The use of a payment card does not automatically exempt a state agency, its officers or its employees from any purchasing requirement of state law or TPASS.
2. **Procurement Log:** A log must be maintained for each card transaction and must include the NIGP class/item codes(s) and best value determination.
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 TPASS's expenditure object code used for the type of items being purchased. Credit card receipts must be made available to TPASS upon request.
4. **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 of the selling vendor must be entered into USAS, rather than the TIN/PIN/VID of the state credit card issuer.

Prohibited Uses of the Payment Card

Per Texas Administrative Code, Title 34, Part 1, Chapter 5, Subchapter E, Section 5.57 (g) a participating 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 prior approval of another state agency.
- A purchase that the office of the Texas Comptroller of Public Accounts audits before payment.
- A purchase from a vendor if a payment to the vendor is prohibited by:
 - Government Code §403.055 or §2107.008.
 - Education Code §57.48 or §57.482.
 - Family Code §231.007.

Furthermore, a participating 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 that violates any provision of the General Appropriations Act regarding the occurrence of excess obligation provisions.
- The purchase of automotive fuel. The Council on Competitive Government (CCG) Contract 946-35 Retail Fuel Card shall be used.

Payment to the Card Issuer

State agencies are 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. A state agency may not accept a cash refund for a purchase if the agency paid for the purchase with a payment card.

Information regarding the Fiscal Policy and Procedure (FPP), Processing Third Party Transactions in USAS for Payment/Travel Cards, Direct Bill Payments and Reimbursements, is available at <http://fmx.TPASS.state.tx.us/fmx/notics/fm05/43/index.php>

Liability Requirements

State agencies may be liable for late payment fees and transaction charged to lost and stolen cards if lost or stolen cards are not reported immediately. Customers will have 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, Customer'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: http://www.citibank.com/transactionservices/home/sa/2010q3/texas_mn/docs/TexasHUB_Overview.pdf.

TEXAS BOARD OF PROFESSIONAL GEOSCIENTISTS VENDOR PROTEST PROCEDURES

The Texas Board of Professional Geoscientists (TBPG) has the following purchasing protest procedures in place:

If a bidder does not agree with the decision of the agency to award (or not award) a bid to the lowest and best bidder who conforms to all stated specifications the unsuccessful bidder must do the following:

1. Within a seven day period after the bid award, submit in writing to the designated agency purchaser the reasons why the TBPG should not have awarded the bid to the successful bidder. The TBPG must respond to the unsuccessful bidder with three days of the protest being received.
2. If the unsuccessful bidder does not agree with the response, they may appeal the decision to the head of the agency for review within seven days of the denial being received. The head of the agency must respond to the protest within seven working days.
3. If the unsuccessful bidder does not agree with the decision of the head of the agency, they may appeal to the procurement director of the Texas Procurement and Support Services with three days of receiving the denial. The appeal will be handled according to TPASS rules on protest procedures. The decision of the TPASS will be final.

Texas Administrative Code

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<u>TITLE 34</u>	PUBLIC FINANCE
<u>PART 1</u>	COMPTROLLER OF PUBLIC ACCOUNTS
<u>CHAPTER 20</u>	TEXAS PROCUREMENT AND SUPPORT SERVICES
<u>SUBCHAPTER G</u>	CONTRACT PROCEDURES
RULE §20.384	Protests

(a) The following words and terms, when used in this section, shall have the following meaning unless the context clearly indicates otherwise.

- (1) Comptroller's office--The Office of the Comptroller of Public Accounts, an agency of the state.
- (2) Chief clerk--deputy comptroller of the comptroller's office.
- (3) Director--director of Texas Procurement and Support Services of the comptroller's office.
- (4) General counsel--general counsel of the comptroller's office.
- (5) Interested parties--All vendors who have submitted bids, proposals or other expressions of interest for the provision of goods or services pursuant to a contract with Texas Procurement and Support Services of the comptroller's office.

(6) Using agency--A state agency, governmental entity or other entity involved in the contract.

(b) Any actual or prospective bidder, offer, or contractor who considers himself to have been aggrieved in connection with the solicitation, evaluation, or award of a contract by Texas Procurement and Support Services may formally protest to the director of Texas Procurement and Support Services. Such protests must be made in writing and received by the director of Texas Procurement and Support Services within 10 working days after the protesting party knows, or should have known, of the occurrence of the action that is protested. Formal protests must conform to the requirements of subsections (b) and (d) of this section, and shall be resolved through use of the procedures that are described in subsections (e) - (i) of this section. The protesting party must mail or deliver copies of the protest to the using agency and other interested parties.

(c) In the event of a timely protest under this section, the state shall not proceed further with the solicitation or award of the contract unless the chief clerk, after consultation with the director of Texas Procurement and Support Services and the using agency, makes a written determination that the contract must be awarded without delay, to protect the best interests of the state.

(d) A formal protest must be sworn and contain:

- (1) a specific identification of the statutory or regulatory provision that the protesting party alleges has been violated;
- (2) a specific description of each action by Texas Procurement and Support Services that the protesting party alleges to be a violation of the statutory or regulatory provision that the protesting party has identified pursuant to paragraph (1) of this subsection;
- (3) a precise statement of the relevant facts;
- (4) a statement of any issues of law or fact that the protesting party contends must be resolved;
- (5) a statement of the argument and authorities that the protesting party offers in support of the protest; and

(6) a statement that copies of the protest have been mailed or delivered to the using agency and all other identifiable interested parties.

(e) The director of Texas Procurement and Support Services may settle and resolve the dispute over the solicitation or award of a contract at any time before the matter is submitted on appeal to the general counsel. The director of Texas Procurement and Support Services may solicit written responses to the protest from other interested parties.

(f) If the protest is not resolved by mutual agreement, the director of Texas Procurement and Support Services shall issue a written determination that resolves the protest.

(1) If the director of Texas Procurement and Support Services determines that no violation of statutory or regulatory provisions has occurred, then the director of Texas Procurement and Support Services shall inform the protesting party, the using agency, and other interested parties by letter that sets forth the reasons for the determination.

(2) If the director of Texas Procurement and Support Services determines that a violation of any statutory or regulatory provisions has occurred in a situation in which a contract has not been awarded, then the director of Texas Procurement and Support Services shall inform the protesting party, the using agency, and other interested parties of that determination by letter that details the reasons for the determination and the appropriate remedy.

(3) If the director of Texas Procurement and Support Services determines that a violation of any statutory or regulatory provisions has occurred in a situation in which a contract has been awarded, then the director of Texas Procurement and Support Services shall inform the protesting party, the using agency, and other interested parties of that determination by letter that details the reasons for the determination. This letter may include an order that declares the contract void.

(g) The protesting party may appeal a determination of a protest by the director of Texas Procurement and Support Services to the general counsel. An appeal of the director's determination must be in writing and received in the office of the general counsel by not later than 10 working days after the date on which the director has sent written notice of his determination. The scope of the appeal shall be limited to review of the director's determination. The protesting party must mail or deliver to the using agency and all other interested parties a copy of the appeal, which must contain a certified statement that such copies have been provided.

(h) The general counsel may refer the matter to the chief clerk for consideration or may issue a written decision that resolves the protest.

(i) The following requirements shall apply to a protest that the general counsel refers to the chief clerk.

(1) The general counsel shall deliver copies of the appeal and any responses by interested parties to the chief clerk.

(2) The chief clerk may consider any documents that agency staff or interested parties have submitted.

(3) The chief clerk shall issue a written letter of determination of the appeal to the parties which shall be final. In a subsequent open meeting conducted by the chief clerk under §20.383 of this title (relating to Open Meetings for Certain Contract Awards), the chief clerk shall inform the Statewide Procurement Advisory Council of any such recent determinations by the chief clerk on any contract awards made in any open meeting attended by the council.

(4) A protest or appeal that is not filed timely shall not be considered unless good cause for delay is shown or the chief clerk determines that an appeal raises issues that are significant to agency procurement practices or procedures in general.

(5) A written decision that either the chief clerk or the general counsel has issued shall be the final administrative action of the comptroller's office.

(j) Texas Procurement and Support Services shall maintain all documentation on the purchasing process that is the subject of a protest or appeal in accordance with the retention schedule of Texas Procurement and Support Services.

Source Note: The provisions of this §20.384 adopted to be effective September 1, 2007, 32 TexReg 5378

Texas Administrative Code

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<u>TITLE 34</u>	PUBLIC FINANCE
<u>PART 1</u>	COMPTROLLER OF PUBLIC ACCOUNTS
<u>CHAPTER 20</u>	TEXAS PROCUREMENT AND SUPPORT SERVICES
<u>SUBCHAPTER G</u>	CONTRACT PROCEDURES
RULE §20.385	Negotiation and Mediation of Contract Disputes

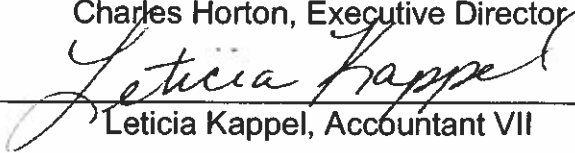
The negotiation and mediation of breach of contract claims asserted by contractors against Texas Procurement and Support Services shall be governed by Chapter 1, Subchapter F of this title (relating to Negotiation and Mediation of Contract Disputes).

Source Note: The provisions of this §20.385 adopted to be effective September 1, 2007, 32 TexReg 5378

**TEXAS BOARD OF PROFESSIONAL GEOSCIENTISTS
AUTHORIZED SIGNATURES FOR AGENCY MEMBERSHIPS/PROPRIETARY LETTERS**

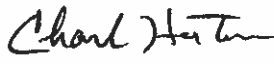
List and sample of signatures authorized to sign a proprietary justification letter:

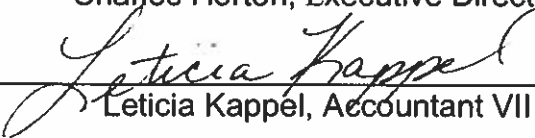


Charles Horton, Executive Director


Leticia Kappel, Accountant VII

List and sample of signatures authorized to approve agency membership fees:



Charles Horton, Executive Director


Leticia Kappel, Accountant VII

List of employees authorized to purchase for TBPG
(all purchases are reviewed by the Executive Director)

Leticia Kappel, Accountant VII

TEXAS BOARD OF PROFESSIONAL GEOSCIENTISTS TRAINING AND CERTIFICATE REQUIREMENTS

As required by Texas Government Code, Chapter 2155.078 and the Texas Building and Procurement Commission, the Texas Board of Professional Geoscientists will take actions to promote the professionalism of the agency's purchasing personnel. These actions will include training for purchasing employees in their respective job responsibilities and to recognize achieving professional status.

According to TPASS' guidelines a state employee who is required to receive training may not engage in any purchasing activities unless they have received the required training or received equivalent training from a national association recognized by TPASS. In an effort to ensure adherence to these rules and laws that govern Texas' procurement practices, TPASS identified GSA's Excluded Parties List System (EPLS) to be the most effective searchable database to utilize. TPASS recommends that Purchasers conduct a search after bid tabulation. Because EPLS may update these databases more than one time in a 24 hour period, a final check of the SDN listing must be made prior to any contract award so to not award contracts to any person or vendor whose name appears on the SDN list. **NOTE:** Purchasers are required to conduct their search at the EPLS web site located at <http://www.epls.gov/>. A printed copy of the EPLS search results from the specified website must be used as evidence of the vendor search and must be included in the contract file. The purchaser can turn the date stamp on in the print setup area of their browser software.

The Texas Board of Professional Geoscientists will utilize services provided by the TPASS for administration of both the training and the certification process. There are three training courses available ranging from basic methods of public purchasing to contract administration. Employees attending mid-level and advanced courses will receive certification after completing a written and oral examination.

The Texas Board of Professional Geoscientists outlines the following minimum training and certification standards for all purchasing personnel:

<u>Agency Purchasing/Level Position</u>	<u>TPASS Course</u>	<u>Training Level Certification</u>
Accountant VII	Basic Public Purchasing	1

The first level certification (Certification Texas Public Purchaser) would provide empowerment to solicit bids and award contracts for goods and services including QISV items ranging from \$2,000 to \$25,000 and up, by formal written competitive bidding for goods and services, including QISV items. The Texas Board of Professional Geoscientists does not engage in purchases that require a "Certified Purchaser" to be on staff.



TEXAS BOARD OF PROFESSIONAL GEOSCIENTISTS
INVITATION FOR BIDS

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

BID OPENING > ## AM/PM ##-##-##

REQUISITION NO. > #####-#-#####-#
PAGE X OF Y

AGENCY TO INVOICE
TX BOARD OF PROFESSIONAL GEOSCIENTISTS
PO BOX 13225
AUSTIN, TX 78711
DESTINATION OF GOODS IF DIFFERENT THAN ABOVE

FAILURE TO SIGN WILL DISQUALIFY BID

AUTHORIZED SIGNATURE

DATE

By signing this bid, bidder certifies that if a Texas address is shown as the address of the bidder, bidder qualifies as a Texas Bidder as defined in 34 TAC Rule 20.32(68).

DELIVERY IN ___ DAYS, CASH DISCOUNT ___% ___ DAYS

WHEN BIDDING:

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

IF BIDDING, RETURN SEALED BIDS TO:

TEXAS BOARD OF PROFESSIONAL GEOSCIENTISTS
OR HAND DELIVER TO: ROOM 460A, TOWER ONE
333 GUADALUPE ST, AUSTIN, TX 78701
(8:00 am - 5:00 pm)

FAX NUMBER FOR BIDS & ADDENDUMS ONLY:
512-936-4409

VENDOR ADDRESS AND IDENTIFICATION NUMBER

Vendor ID # _____

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

PLEASE ENTER YOUR FEDERAL EIN: [] [] [] [] [] [] [] [] [] []

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

CHECK HERE IF YOU ARE A SOLE OWNERSHIP OR PARTNERSHIP AND COMPLETE SECTION 11: []

PREFERENCES

See Section 2.38 of the State of Texas Procurement Manual regarding preferences.

Check below to claim a preference under 34 TAC Rule 20.38

- () Supplies, materials or equipment produced in TX or offered by TX bidder or TX bidder that is owned by a service-disabled veteran *
() Agricultural products produced or grown in TX
() Agricultural products and services offered by TX bidders*
() USA produced supplies, materials or equipment
() Products of persons with mental or physical disabilities
() Products made of recycled, remanufactured, or environmentally sensitive materials including recycled steel
() Energy Efficient Products
() Rubberized asphalt paving material
() Recycled motor oil and lubricants
() Products produced at facilities located on formerly contaminated property
() Products and services from economically depressed or blighted areas
() Vendors that meet or exceed air quality standards
() Recycled or Reused Computer Equipment of Other Manufacturers
() Foods of Higher Nutritional Value

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 Board of Professional Geoscientists (TBPG) 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 TBPG 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 TBPG 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 TBPG and/or investigation for antitrust violations.
- 1.12. The telephone number for FAX submission of bids is 1-512-936-4409. 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.
- 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 Section 2155.067 of the Texas Government 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 34 TAC Rules 20.36(b)(3) and 20.38 (Preferences).

4. DELIVERY:

- 4.01. Show number of days required to place material in receiving agency's designated location under normal conditions. Delivery days mean calendar days, unless otherwise specified. Failure to state delivery time obligates bidder to deliver in 14 calendar days. Unrealistic delivery promises may cause bid to be disregarded.
- 4.02. If delay is foreseen, vendor shall give written notice to the TBPG and the ordering agency. Vendor must keep the TBPG and ordering agency advised at all times of status of order. Default in promised delivery (without accepted reasons) or failure to meet specifications authorizes the TBPG to purchase supplies elsewhere and charge full increase, if any, in cost and handling to defaulting vendor.
- 4.03. No substitutions permitted without written approval of TBPG.
- 4.04. 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 TBPG 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 vendor 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 vendor or held for disposition at vendor'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 Sections 2155.074, 2155.144, 2156.007, and 2157.003 of the Texas Government Code shall also be considered in making an award when specified. Any legal actions must be filed in Travis County, Texas.
7. **PAYMENT:**
Vendor 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 of the Texas Government Code.
8. **PATENTS, TRADEMARKS, OR COPYRIGHTS:**
Vendor agrees to protect the State from claims involving infringement of patents, trademarks, or copyrights.
9. **VENDOR ASSIGNMENTS:**
Vendor hereby assigns to ordering agency any and all claims for overcharges associated with this contract arising under the antitrust laws of the United States 15 U.S.C.A. Section 1, et seq. (1973), and the antitrust laws of the State of Texas, TEX. Bus. & Comm. Code Ann. Sec. 15.01, et seq. (1967).
10. **BIDDER AFFIRMATIONS:**
Signing this bid with a false statement is a material breach of contract and shall void the submitted bid or 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. Neither the bidder nor the firm, corporation, partnership, or institution represented by the bidder, or anyone acting for such firm, corporation or institution has violated the antitrust laws of this State or the Federal Antitrust Laws (see section 9, above), 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 Section 2155.004 of the Texas Government Code, the bidder has not received compensation for participation in the preparation of the specifications for this IFB.
 - 10.04. Pursuant to Section 231.006 (d) of the 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 this contract may be terminated and payment may be withheld if this certification is inaccurate.
 - 10.05. Under Section 2155.004 of the Texas Government Code, the bidder certifies that the individual or business entity named in this bid or contract is not ineligible to receive the specified contract and acknowledges that this contract may be terminated and payment withheld if this certification is inaccurate.
 - 10.06. **VENDOR SHALL DEFEND, INDEMNIFY, AND HOLD HARMLESS THE STATE OF TEXAS, ITS OFFICERS, AND EMPLOYEES, AND TBPG, 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 VENDOR OR ANY AGENT, EMPLOYEE, SUBCONTRACTOR, OR SUPPLIER OF VENDOR IN THE EXECUTION OR PERFORMANCE OF ANY CONTRACT WITH VENDOR RESULTING FROM THIS IFB. VENDOR SHALL COORDINATE ITS DEFENSE WITH THE TEXAS ATTORNEY GENERAL AS REQUESTED BY TBPG. THIS SECTION IS NOT INTENDED TO AND SHALL NOT BE CONSTRUED TO REQUIRE VENDOR TO INDEMNIFY OR HOLD HARMLESS THE STATE OR TBPG FOR ANY CLAIMS OR LIABILITIES RESULTING FROM THE NEGLIGENT ACTS OR OMISSIONS OF TBPG OR ITS EMPLOYEES.

10.07. Bidder agrees that any payments due under this contract will be applied towards any debt, including but not limited to delinquent taxes and child support that is owed to the State of Texas.

10.08. Bidder certifies that it is in compliance with Section 669.003 of the Texas Government Code, relating to contracting with executive head of a State agency. If Section 669.003 of the Texas Government Code applies, bidder will complete the following information in order for the bid to be evaluated:

Name of Former Executive: _____

Name of State Agency: _____

Date of Separation from State Agency: _____

Position with Bidder: _____

Date of Employment with Bidder: _____

10.09. Bidder agrees to comply with Section 2155.4441 of the Texas Government Code pertaining to service contract use of products produced in the State of Texas.

10.10. Pursuant to Section 2262.003 of the Texas Government Code, the state auditor may conduct an audit or investigation of the vendor 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 vendor 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 vendor 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. Vendor will ensure that this clause concerning the authority to audit funds received indirectly by subcontractors through the vendor and the requirement to cooperate is included in any subcontract it awards.

10.11. 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>.

10.12. Under Section 2155.006(b) of the Texas Government Code, a state agency may not accept a bid or award a contract, including a contract for which purchasing authority is delegated to a state agency, that includes proposed financial participation by a person who, during the five-year period preceding the date of the bid or award, has been: (1) convicted of violating a federal law in connection with a contract awarded by the federal government for relief, recovery, or reconstruction efforts as a result of Hurricane Rita, as defined by Section 39.459, Utilities Code, Hurricane Katrina, or any other disaster occurring after September 24, 2005; or (2) assessed a penalty in a federal civil or administrative enforcement action in connection with a contract awarded by the federal government for relief, recovery, or reconstruction efforts as a result of Hurricane Rita, as defined by Section 39.459, Utilities Code, Hurricane Katrina, or any other disaster occurring after September 24, 2005. Under Section 2155.006 of the Texas Government Code, the bidder certifies that the individual or business entity named in this bid is not ineligible to receive the specified contract and acknowledges that any contract resulting from this IFB may be terminated and payment withheld if this certification is inaccurate.

10.13. Bidder represents 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 Section 556.005 or Section 556.008 of the Texas Government Code.

11. Pursuant to Section 231.006(c) of the Texas Family Code, bid must include Names and Social Security Numbers of each person with at least 25% ownership of the business entity submitting the bid. Enter Name & Social Security Numbers for each person. This information must be provided prior to contract award.

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

12. **NOTE TO BIDDER:**
Any terms and conditions attached to a bid will not be considered unless specifically referred to on this bid form and may result in disqualification of the bid.
13. **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 TBPG's rules at 34 TAC Rule 20.384.
14. **DISPUTE RESOLUTION:**
The dispute resolution process provided for in Chapter 2260 of the Texas Government Code must be used by the TBPG and the vendor to attempt to resolve all disputes arising under this contract.
15. **NON-APPROPRIATION OF FUNDS:**
The State's funds are contingent on the availability of lawful appropriations by the Texas Legislature. If the Texas Legislature fails to continue funding for the payments due under an order resulting from this IFB, the order will terminate as of the date that the funding expires, and the State will have no further obligation to make any payments.
16. **TEXAS PUBLIC INFORMATION ACT:**
Information, documentation, and other material in connection with this solicitation or any resulting contract may be subject to public disclosure pursuant to Chapter 552 of the Texas Government Code (the "Public Information Act"). 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.
17. **CONFLICT OF INTEREST:**
Under Section 2155.003 of the Texas Government Code, a TBPG 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 Section 1.2 of the State of Texas Procurement Manual which outlines the ethical standards required of public purchasers, employees, and vendors who interact with public purchasers in the conduct of state business. Entities who are interested in seeking business opportunities with the State must be mindful of these restrictions when interacting with public purchasers of TBPG or purchasers of other state agencies.
18. **FORCE MAJEURE:**
Neither bidder nor TBPG 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.
19. **INDEPENDENT CONTRACTOR:**
Bidder or bidder's employees, representatives, agents and any subcontractors shall serve as an independent contractor in providing the services under any contract resulting from this IFB. Bidder and bidder's employees, representatives, agents and any subcontractors shall not be employees of TBPG. Should bidder subcontract any of the services required in this IFB, bidder expressly understands and acknowledges that in entering into such subcontract(s), TBPG is in no manner liable to any subcontractor(s) of bidder. In no event shall this provision relieve bidder of the responsibility for ensuring that the services rendered under all subcontracts are rendered in compliance with this IFB.

**TEXAS BOARD OF PROFESSIONAL GEOSCIENTISTS
INVITATION FOR BID**

The Texas Board of Professional Geoscientists, due to its limited size and budget, does not anticipate any purchase of a size sufficient to require a formal bid process. However, should such a process become necessary, TBPG would obtain assistance from the Texas Board of Nurse Examiners.

TEXAS BOARD OF PROFESSIONAL GEOSCIENTISTS
Internal Purchasing Procedures

Requirements

1. Existing need is established:
2. Purchase Requisition Form is submitted with purchaser's signature.

Research

Use the following steps to determine the proper method of purchasing:

1. Verify whether or not the requested product is available through State Agency Surplus on the website <http://www.window.state.tx.us/lga/surplus/>, selecting TPASS Surplus Property listing to begin a search.
2. Verify whether or not the requested product is available through TIBH on their website at www.purchaseplus.com.
3. Verify whether or not the requested product is available through TCI on their website at www.tci.tdcj.state.tx.us.
4. Verify whether the requested product is available through TPASS on their website at www.tpass.state.tx.us selecting the term contracts to begin search.

Vendor selection

1. Solicit a minimum of two HUB suppliers through the CMBL database.
2. Solicit TCI for services or product should production or timeframe allows.
3. Verify and choose a vendor that offers the best value for the agency using the following criteria:
 - a. Delivery
 - b. Price
 - c. Quality
 - d. Quantity
 - e. Best and final offer
4. Last resort, refer to the PO log for last supplier used and contact for a quote on the service or product required.

Purchase Order Processing

1. Go to the Agency Current Log Spreadsheet, under the Purchase Orders tab located on the W:// drive to retrieve the next available PO number.
2. Document the required information in the Purchase Order Log, and Purchase Voucher Log, save the file and close.
3. Open MS Word document located in V:\Purchase Orders
4. Enter the necessary information on the supplier to complete Purchase Order.
5. Print the PO, sign and attach the backup paperwork.
6. Submit the final paperwork to the Executive Director for authorizing signature.

7. Fax copy to the vendor awarded the contract and file the PO and fax confirmation sheet in the cabinet labeled "Current Purchase Orders" for processing at a later date once all necessary documents are complete
8. On receipt of the item(s) or completion of the service, attach the packing slip or service invoice to the PO.
9. Wait for invoice/billing statement to arrive.
10. Once invoice/billing statement arrives you must set up Purchase Voucher.
11. Open MS Excel and Purchase voucher folder located in V://purchase vouchers
12. Enter the necessary information on the supplier to complete Purchase Voucher.
13. All necessary documentation is completed enter into USAS for payment to vendor.

**TEXAS BOARD OF PROFESSIONAL GEOSCIENTISTS
CONFLICT OF INTEREST**

No member of the Texas Board of Professional Geoscientists or any employee or appointee of the Board shall be interested in, or in any manner connected with, any contract or bid for furnishing supplies, materials, services, and equipment of any kind to any agency of the State of Texas. Neither shall any member or employee or appointee, under penalty of dismissal, accept or receive from any person, firm, or corporation to whom any contract may be awarded, directly or indirectly, by rebate, gift, or otherwise, any money or other thing of value whatever, nor shall any employee receive any promise, obligation, or contract for future reward or compensation from any such party.¹ I certify that I have read and understand the above statement.

 _____ Employee Signature	<u>11/16/2015</u> _____ Date
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Leticia Kappel, Accountant VII

Legal Authority:

¹ Texas Government Code Title 10, Subtitle D, Chapter 2155.003

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CONFLICT OF INTEREST**

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<u>Charles Horton</u>	<u>11-19-2015</u>
Employee Signature	Date

Charles Horton, Executive Director

Legal Authority:

¹ Texas Government Code Title 10, Subtitle D, Chapter 2155.003

TEXAS BOARD OF PROFESSIONAL GEOSCIENTISTS EXCLUDED PARTIES LIST SYSTEM (EPLS)

In an effort to ensure adhere to these rules and laws that govern Texas procurement practices, TPASS identified GSA's Excluded Parties List System (EPLS) to be the most effective searchable database to utilize. TPASS recommends that Purchasers conduct a search after bid tabulation. Because EPLS may update these databases more than one time in a 24 hour period, a final check of the SDN listing must be made prior to any contract award so to not award contracts to any person or vendor whose name appears on the SDN list. NOTE: Purchasers are required to conduct their search at the EPLS web site located at <http://www.epls.gov/>. A printed copy of the EPLS search results from specified website must be used as evidence of the vendor search and must be included in the contract file. The purchaser can turn the date stamp on in the print setup area of the browser software.

Searches for exclusions for award and renewal purposes should be processed through GSA's System for Award Management (SAM). <https://www.sam.gov/index.html/#1>

All entity records from CCR/FedReg and ORCA and exclusion records from EPLS, active or expired, were moved to SAM. You can search these records in SAM. Exclusion records identify those parties excluded from receiving federal contracts, certain subcontracts and from certain types of federal financial and non-financial assistance and benefits. These are also commonly known as "suspensions" and "debarments."

It is not necessary to set up an account to perform EPLS related searches.

Quick Tips for EPLS Search Records:

- Enter the Dun and Bradstreet, Data Universal Numbering System (DUNS) number, company or individual name in the search field. It is recommended that the DUNS number, if known, be utilized for a specific company or sole proprietor to obtain the optimal search results; however, SAM does not have DUNS numbers for all firms listed; therefore, an additional name search should be performed.
- The search results will reflect "Has Active Exclusion?" with a "Yes or No" answer format. The entity does not have an active exclusion submitted in SAM by a federal agency if the answer is "No." Utilize the "Save PDF" to print for the file.
- If "YES," an exclusion record is found, it will display in a box marked "Exclusion" in purple; check the status in the top-right corner of the box. If the status indicates "Active," there is an active exclusion for that entity.

Printing Documentation for File:

It is recommended to use the "Save PDF" option for printing or saving purposes. This format contains a date and time stamp which is required for audit purposes. Use caution utilizing the "Print" function as it does not provide a time stamp, and the local printer must have the date stamp feature active for printing on the document and for audit purposes.

*Note: When utilizing the Save PDF function to print the search record(s), results for names that do not exist may not print onto the document

**TEXAS BOARD OF PROFESSIONAL GEOSCIENTISTS
FISCAL YEAR 2016 PURCHASES**

The three highest purchases the agency expects to make in fiscal year 2016 that are not available through a term contract are:

Micropact (formally known as Iron Data) Licensing & Enforcement Database Management	\$33,000
Health Professions Council Information Technology Information Technology Cooperative	\$13,000



For more information, please contact:

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