



OFFICE OF COURT ADMINISTRATION

DAVID SLAYTON
Administrative Director

November 30, 2015

Procurement Audit Program
Attn: Mark Kaspar
Comptroller's Texas Purchasing and Support Services
1711 San Jacinto
Austin, Texas 78711-3047

RE: Agency Procurement Plan

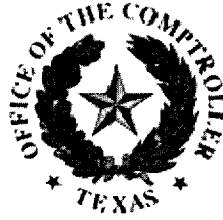
Enclosed is the Office of Court Administration's (OCA) procurement plan pursuant to the Texas Government Code, title 10, Subtitle D, Chapter 2155, and the State of Texas Procurement Manual, Section 4.2. Should you have any questions, please contact me at 512-463-1638.

Sincerely,

A handwritten signature in black ink, appearing to read "Veronica M. Strong, CTPM".

Veronica M. Strong, CTPM
Senior Purchaser

cc. David Slayton, Administrative Director
Glenna Bowman, Chief Financial Officer
Tina Washington, Deputy Chief Financial Officer



State Agency Annual Procurement Plan

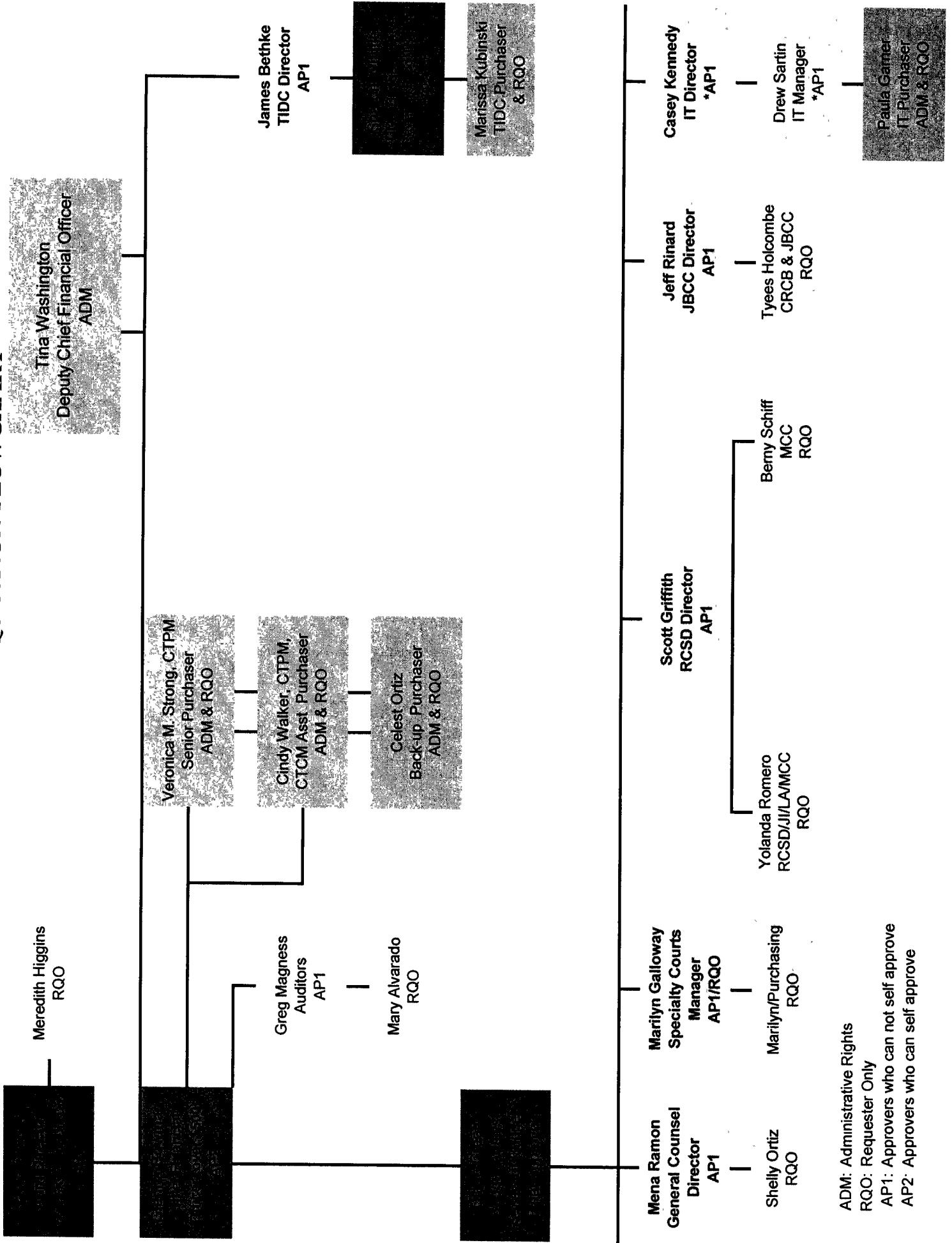
Office of Court Administration

Instructions: Complete all sections with required information. Submit template samples where requested. Remove confidential information that would be subject to public disclosure rule. Remove screen prints with detailed information on how to access computer systems (i.e., passwords, user id's, etc.). Do not lock documents that may need to be edited.

Contents of the procurement plan:

- Organizational chart of purchasing division/office
- Procedures for utilizing credit cards if participating in the U S Bank Voyager Retail Fuel Card Program and/or Citi Bank Procurement and Travel Charge Card Program
- Protest Procedures
- List and sample of signatures authorized to approve or sign a proprietary justification letter
- List and sample of signatures authorized to approve agency membership fees
- The training and certification status of the purchasing employees.
- List of purchasers authorized to purchase on behalf of the State.
- Invitation for Bid (IFB) Template including terms and conditions
- Internal purchasing procedures for agency
- Conflict of interest statement(s) (statement signed annually for each purchaser or a memo stating that one is in the purchaser's personnel file)
- Internal purchasing procedures for System for Award Management (SAM), Excluded Parties List System (EPLS)
- The three (3) highest priority purchases the agency expects to make in fiscal 2016 that are not available through a term contract.
- Agency procedures for response to recommendations for delegated solicitation reviews by the Contract Advisory Team (CAT)

OCA PURCHASE REQUISITION FLOWCHART



ADM: Administrative Rights
 RQO: Requester Only
 AP1: Approvers who can not self approve
 AP2: Approvers who can self approve

* Information Technology Purchases must be approved by IT

9/1/2015



Credit Cards

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

Office of Court Administration

Finance and Operation

Chapter 01: Policy Name

Section: 1.1 Name of policy if more than one section to policy.

Introduction	Office of Court Administration has established internal procedures for the issuance and security of payment cards by the agency's employees (see attached).
Policy	Office of Court Administration follows the TPASS Procurement Card guidelines established in the Procurement Manual.
Procedure	Description of the procedures, step by step, to carry out the policy.
Authority	TAC, Title 34, Part 1, Chapter S Subchapter E, Rule 5.51
Approved	DATE: <u>11/30/15</u> PROGRAM MANAGER: _____ EXECUTIVE DIRECTOR: <u>Dana Slay</u>



Protest Procedures

Office of Court Administration

Legal

Protest Procedures

Chapter 01: Policy Name

Section: 1.1 Name of policy if more than one section to policy.

Introduction	Any actual or prospective bidder, offeror, or contractor who is aggrieved in connection with the solicitation, evaluation, or award of a contract may formally protest to OCA. Such protests must be in writing and received in the administrative director's office within 10 working days after such aggrieved person knows, or should have known, of the occurrence of the action that is protested. Formal protests must conform to the requirements of this subsection and subsection (c) of this section, and shall be resolved in accordance with the procedure set forth in subsections (d) and (e) of this section. Copies of the protest must be mailed or delivered by the protesting party to the other interested parties. For the purposes of this section, "interested parties," mean all vendors who have submitted bids or proposals for the contract involved.
Policy	In the event of a timely protest or appeal under this section, OCA shall not proceed further with the solicitation or with the award of the contract unless the administrative director, after consultation with the CFO, makes a written determination that the award of contract without delay is necessary to protect substantial interests of the state.
Procedure	A formal protest must be sworn and contain: The CFO shall have the authority, prior to appeal to the administrative director, to settle and resolve the dispute concerning the solicitation or award of a contract. The CFO may solicit written responses to the protest from other interested parties. If the protest is not resolved by mutual agreement, the CFO will issue a written determination on the protest. (1) If the CFO determines that no violation of rules or statutes has occurred, he or she shall so inform the protesting party and other interested parties by letter, which sets forth the reasons for the determination.

	<p>(2) If the CFO determines that a violation of the rules or statutes has occurred in a case where a contract has not been awarded, he or she shall so inform the protesting party and other interested parties by letter which sets forth the reasons for the determination and the appropriate remedial action.</p> <p>(3) If the CFO determines that a violation of the rules or statutes has occurred in a case where a contract has been awarded, he or she shall so inform the protesting party and other interested parties by letter which sets forth the reasons for the determination, which may include ordering the contract void.</p> <p>The CFO's determination on a protest may be appealed by an interested party to the administrative director. An appeal of the CFO's determination must be in writing and must be received in the administrative director's office no later than 10 working days after the date of the CFO's determination. The appeal shall be limited to review of the director's determination. Copies of the appeal must be mailed or delivered by the appealing party to the other interested parties and the appeal must contain an affidavit that such copies have been provided.</p> <p>The general counsel shall review the protest, CFO's determination, and the appeal and prepare a written opinion with recommendation to the administrative director. The administrative director shall issue a written decision on the protest, which shall be the final administrative action of OCA.</p> <p>A protest or appeal that is not filed timely will not be considered, unless good cause for delay is shown</p> <ol style="list-style-type: none"> (1) A specific identification of the statutory or regulatory provision (s) that the action complained of is alleged to have violated; (2) A specific description of each act alleged to have violated the statutory or regulatory provision(s) identified in paragraph (1) of this subsection; (3) A precise statement of the relevant facts; (4) An identification of the issue or issues to be resolved; (5) Argument and authorities in support of the protest; and (6) A statement that copies of the protest have been mailed or delivered to the identifiable interested parties.
Authority	Statute or statutes cited giving agency authority to perform actions addressed in procedure.

Approved	DATE: <u>11/30/15</u> PROGRAM MANAGER: _____ EXECUTIVE DIRECTOR: <u>David Slayton</u>
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Proprietary Justification

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

Signature David Slayton

Print Name David Slayton, Administrative Director

Comments _____

Signature _____

Print Name _____

Comments _____

Signature _____

Print Name _____

Comments _____

Signature _____

Print Name _____

Comments _____

Comments may indicate title, authorized individual or designated by authorized individual to sign, any other information



Agency Membership Fees

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

Signature *David Slayton* _____

Print Name **David Slayton, Administrative Director** _____

Comments **Membership letters signed by AD are required for all membership requests.**

Signature _____

Print Name _____

Comments _____

Signature _____

Print Name _____

Comments _____

Comments may indicate title, authorized individual or designated by authorized individual to sign, any other information



Training and Certification

Training and certification status of agency purchasing employees.

Print Name **Veronica M. Strong**

Certification Type: CTPM
Issue Date: 06/01/2011
Expiration Date: 06/01/2016
Certification Number: F1532

Print Name **Paula Garner**

Certification Type: CTP
Issue Date: 09/01/2014
Expiration Date: 09/01/2014
Certification Number: CTP0814145

Print Name **Celeste Diaz**

Certification Type: CTP
Issue Date: 10/01/2014
Expiration Date: 10/01/2019
Certification Number: CTP0911141

Print Name **Cynthia Walker**

Certification Type: CTPM, CTCM
Issue Date: 9/12/2002, 3/1/13
Expiration Date: 10/01/2017, 3/1/18
Certification Number: B2522, CG056B



Agency Purchasers

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

Signature *Strong, CTPM*

Print Name Veronica M. Strong, CTPM

Signature *Paula W Garner*

Print Name Paula Garner, CTP

Signature *Celeste Diaz*

Print Name Celeste Diaz, CTP

Signature *Marissa Kubinski*

Print Name Marissa Kubinski

Signature *Cynthia F. Walker*

Print Name Cynthia Walker, CTPM/CTCM

Signature *Tina Washington*

Print Name Tina Washington



Invitation for Bid Form

(Insert agency template including terms and conditions)

I/O Form

**OFFICE OF COURT ADMINISTRATION
INVITATION FOR BIDS**

1/03



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

BID OPENING ▶

REQUISITION NO. ▶

AGENCY TO INVOICE
DESTINATION OF GOODS IF DIFFERENT THAN ABOVE

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**

† FAILURE TO SIGN WILL DISQUALIFY BID:†

AUTHORIZED SIGNATURE DATE

*By signing this bid, bidder certifies that if a Texas address is shown, the address of the bidder/bidder certifies as a Texas Bidder/bidder in Rule 1 TAC 113.2

IF BIDDING, RETURN SEALED BIDS TO:
OFFICE OF COURT ADMINISTRATION
P O BOX 12086, AUSTIN, TX 78711-2066
OR HAND DELIVER TO 6th Floor Receptionist (8:00 am - 5:00 pm)
OR OVERNIGHT/EXPRESS MAIL TO STE 600 (8:00 am - 5:00 pm)
205 W. 14th STREET AUSTIN, TX 78701
FAX NUMBER FOR BIDDING ONLY IF ALLOWED IN THIS
SOLICITATION 512-463-1648

DELIVERY IN _____ DAYS, CASH DISCOUNT _____% _____ DAYS
Check below if preference claimed under Rule 1 TAC 113.8

- Supplies, materials, equipment, or services produced in TX/ offered by TX bidder
- 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

† VENDOR ADDRESS AND IDENTIFICATION NUMBER †

† Texas ID Number is the taxpayer number assigned and used by the Comptroller of Public Accounts of Texas. If this number is not known, complete the following:
Enter Federal Employer's Identification Number or Sole owner should also enter Social Security Number

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WARD 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 in the sole discretion of the State.

EM NO	CLASS & ITEM	DESCRIPTION	QUANTITY	UNIT	MAKE/MODEL	UNIT PRICE	EXTENSION

BIDDING REQUIREMENTS:

- 1 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
- 2 Bidders must price per unit shown. Unit prices shall govern in the event of extension errors.
- 3 Bids should be submitted on this form. Bids must be time stamped at Office of Court Administration(OCA) on or before the hour and date specified for the bid opening
- 4 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.
- 5 Quote FOB destination, freight prepaid and allowed unless otherwise stated within the specifications
- 6 Bid prices are requested to be firm for OCA 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.
- 7 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.
- 8 Bid cannot be altered or amended after opening time. Alterations made before opening time should be initiated by bidder or his authorized agent. No bid can be withdrawn after opening time without approval by the OCA based on an acceptable written reason.
- 9 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.
- 10 The State reserves the right to accept or reject all or any part of any kind, waive minor technicalities and award the bid to best serve the interests of the State.
- 11 Consistent and continued tie bidding could cause rejection of bids by the OCA and/or investigation for antitrust violations.
- 12 The telephone number for FAX submission of bids is 1-512-463-1648. 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.
- 13 Inquiries pertaining to IFBs must include the requisition number, class/item codes, and opening date.

SPECIFICATION:

- 2.1 Catalogs, brand names or manufacturer's references are descriptive only, and indicate type and quality desired. Bids on brands of like nature and quality will be considered unless advertiser brands Texas Government Code, Title 10, Subtitle D, Section 2155.067. If bidding on other than references, bid should show manufacturer, brand or trade name, and other description of product offered 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.
- 2.2 Unless otherwise specified, items shall be new and unused and of current production.
- 2.3 All electrical items must meet all applicable OSHA standards and regulations, and bear the appropriate listing from UL, FMRC or NEMA.
- 2.4 Samples when requested, must be furnished free of expense to 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.
- 5 The State will not be bound by any oral statement or representation contrary to the written specifications of this Invitation for Bids (IFB).
- 6 Manufacturer's standard warranty shall apply unless otherwise stated in the IFB.

TIE BIDS - Awards will be made in accordance with Rule 1 TAC Section 113.6 (b) (3) and 113.8 (Preferences)

DELIVERY

- 4.1 Show number of days required to place material in receiving agency's designated location under normal conditions. Delivery days mean calendar days, unless otherwise specified. Failure to state delivery time obligates bidder to deliver in 14 calendar days. Unrealistic delivery promises may cause bid to be disregarded.
- 4.2 If delay is foreseen, vendor shall give written notice to the OCA and the ordering agency. Vendor must keep the OCA 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 OCA to purchase supplies elsewhere and charge full increase, if any, in cost and handling to defaulting vendor.
- 4.3 No substitutions permitted without written approval of OCA.
- 4.4 Delivery shall be made during normal working hours only, unless prior approval has been obtained from ordering agency.

INSPECTION AND TESTS - All goods will be subject to inspection and test by the State. Authorized OCA 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.

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 Texas Government Code, Title 10, Subtitle D, Section 2155.074, 2155.144, 2156.007, and 2157.003 shall also be considered in making an award when specified. Any legal actions must be filed in Travis County, Texas.

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.

PATENTS OR COPYRIGHTS - The vendor agrees to protect the State from claims involving infringement of patents or copyrights.

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. Section 1, et seq. (1973), and the antitrust laws of the State of Texas, TEX. Bus. & Comm. Code Ann. Sec. 15.01, et seq. (1987)).

BIDDER AFFIRMATION - 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:

- 10.1 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.
- 10.2 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.
- 10.3 Pursuant to Section 2155.004 Government Code, the bidder has not received compensation for participation in the preparation of the specifications for this IFB.
- 10.4 Pursuant to Section 231.006 (d), Family Code, re 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 5 Under Section 2155.004, Government Code, the vendor certifies that the individual or business entity named in this bid or contract is not ineligible to receive the specified contract and acknowledges that this contract may be terminated and payment withheld if this certification is inaccurate.
- 10 6 The Contractor shall defend, indemnify, and hold harmless the State of Texas, all of its officers, agents and employees from and against all claims, actions, suits, demands, proceedings, costs, damages, and liabilities, arising out of, connected with, or resulting from any acts or omissions of contractor or any agent, employee, subcontractor, or supplier of contractor in the execution or performance of this contract
- 10 7 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 8 Bidder certifies that they are in compliance with section 669.003 of the Government Code, relating to contracting with executive head of a State agency. If section 669.003 applies to your bid, 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 9 Bidder agrees to comply with Government Code 2155.4441, pertaining to service contract use of products produced in the State of Texas
- 10 10 Contractor understands that acceptance of funds under this contract acts as acceptance of the authority of the State Auditor's Office, or any successor agency, to conduct an audit or investigation in connection with those funds. Contractor further agrees to cooperate fully with the State Auditor's Office or its successor in the conduct of the audit or investigation, including providing all records requested. Contractor will ensure that this clause concerning the authority to audit funds received indirectly by subcontractors through Contractor and the requirement to cooperate is included in any subcontract it awards
- 1 Pursuant to Section 231.006 (c), 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. Attachments & social security numbers for each person. This information must be provided prior to contract award
2. **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
- 3 The dispute resolution process provided for in chapter 2260 of the Texas Government Code must be used by the OCA and the contractor to attempt to resolve all disputes arising under this contract
4. 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")

- 5 **TECHNOLOGY ACCESS CLAUSE** The Vendor expressly acknowledges that state funds may not be expended in connection with the purchase of an automated information system unless the system meets certain statutory requirements relating to accessibility by persons with visual impairments. Accordingly, the Vendor represents and warrants to the qualified ordering entity that the technology provided to the qualified ordering entity for purchase is capable, either by virtue of features included within the technology or because it is readily adaptable by use with other technology, of
- 1 providing equivalent access for effective use by both visual and non visual means,
 - 2 presenting information, including prompts used for interactive communications, in formats intended for both visual and non visual use, and
 - 3 being integrated into networks for obtaining, retrieving, and disseminating information used by individuals who are not blind or visually impaired

For purposes of this clause, the phrase "equivalent access" means a substantially similar ability to communicate with or make use of the technology, either directly by features incorporated within the technology or by other reasonable means such as assistive devices or services that would constitute reasonable accommodations under the Federal Americans with Disabilities Act or similar state or federal laws. Examples of methods by which equivalent access may be provided include, but are not limited to, keyboard alternatives to mouse commands and other means of navigating graphical displays and customizable display appearance

- 6 1 "Exemption Declaration Pursuant to the provisions of the Texas Government Code, Chapter 2157.005(d) this requirement is for the purchase of a wireless communication device to be use only by police officers, firefighters, and other emergency response personnel to respond to a public safety emergency. The provisions of the Technology Access Clause do not apply "

BIDDING REQUIREMENTS:

- 1.1 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
- 1.2 Bidders must price per unit shown. Unit prices shall govern in the event of extension errors
- 1.3 Bids should be submitted on this form. Bids must be time stamped at Office of Court Administration (OCA) on or before the hour and date specified for the bid opening
- 1.4 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
- 1.5 Quote FOB destination, freight prepaid and allowed unless otherwise stated within the specifications
- 1.6 Bid prices are requested to be firm for OCA 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
- 1.7 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
- 1.8 Bid cannot be altered or amended after opening time. Alterations made before opening time should be initiated by bidder or his authorized agent. No bid can be withdrawn after opening time without approval by the OCA based on an acceptable written reason
- 1.9 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 The State reserves the right to accept or reject all or any part of any kind, waive minor technicalities and award the bid to best serve the interests of the State
- 1.11 Consistent and continued tie bidding could cause rejection of bids by the OCA and/or investigation for antitrust violations
- 1.12 The telephone number for FAX submission of bids is 1-512-463-1648. 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 IFBs must include the requisition number, class/item codes, and opening date

SPECIFICATION

- 2.1 Catalogs, brand names or manufacturer's references are descriptive only, and indicate type and quality desired. Bids on brands of like nature and quality will be considered unless advertised under Texas Government Code, Title 10, Subtitle D, Section 2155.067. 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.
- 2.2 Unless otherwise specified, items shall be new and unused and of current production
- 2.3 All electrical items must meet all applicable OSHA standards and regulations, and bear the appropriate listing from UL, FMRC or NEMA
- 2.4 Samples, when requested, must be furnished free of expense to 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

- 2.5 The State will not be bound by any oral statement or representation contrary to the written specifications of this invitation for Bids (IFB)
- 2.6 Manufacturer's standard warranty shall apply unless otherwise stated in the IFB
3. **TIE BIDS** - Awards will be made in accordance with Rule 1 TAC Section 113.6(b)(3) and 113.8 (Preferences).
4. **DELIVERY**
 - 4.1 Show number of days required to place material in receiving agency's designated location under normal conditions. Delivery days mean calendar days, unless otherwise specified. Failure to state delivery time obligates bidder to deliver in 14 calendar days. Unrealistic delivery promises may cause bid to be disregarded
 - 4.2 If delay is foreseen, vendor shall give written notice to the OCA and the ordering agency. Vendor must keep the OCA 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 OCA to purchase supplies elsewhere and charge full increase, if any, in cost and handling to defaulting vendor
 - 4.3 No substitutions permitted without written approval of OCA
 - 4.4 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 OCA 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 Texas Government Code, Title 10, Subtitle D, Section 2155.074, 2155.144, 2156.007, and 2157.003 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
8. **PATENTS OR COPYRIGHTS** - The vendor agrees to protect the State from claims involving infringement of patents 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 (1987)
10. **BIDDER AFFIRMATION** - 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:
 - 10.1 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
 - 10.2 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.
- 10.3 Pursuant to Section 2155.004 Government Code, if bidder has not received compensation for participation in the preparation of the specifications for this IFB
 - 10.4 Pursuant to Section 231.006 (d), Family Code, if bidder certifies that the individual business entity named in this bid is not eligible to receive the specified payment and acknowledges that this contract may be terminated and payment may be withheld if this certification is inaccurate
 - 10.5 Under Section 2155.004, Government Code, if vendor certifies that the individual or business entity named in this bid or contract is not ineligible to receive the specified contract and acknowledges in this contract may be terminated and payment withheld if this certification is inaccurate
 - 10.6 The Contractor shall defend, indemnify, and hold harmless the State of Texas, all of its officers, agents and employees from and against all claims, suits, demands, proceedings, costs, damages, and liabilities, arising out of, connected with or resulting from any acts or omissions of contractor or any agent, employee, subcontractor, or supplier of contractor in the execution or performance of this contract
 - 10.7 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
 - 10.8 Bidder certifies that they are in compliance with section 669.003 of the Government Code, relating to contracting with executive head of a State agency. If section 669.003 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: _____
 - 10.9 Bidder agrees to comply with Government Code 2155.4441, pertaining to service contract use of products produced in the State of Texas
 - 10.10 Contractor understands that acceptance of funds under this contract acts as acceptance of the authority of the State Auditor's Office or any successor agency, to conduct an audit or investigation in connection with those funds. Contractor further agrees to cooperate fully with the State Auditor's Office or its successor in the conduct of the audit or investigation, including providing all records requested. Contractor will ensure that this clause concerning the authority to audit funds received indirectly by subcontractors through Contractor and the requirement to cooperate is included in any subcontract it awards
 - 11 Pursuant to Section 231.006 (c), Family Code, bidder must include names and Social Security Numbers of each person with at least 25% ownership of the business entity submitting the bid. Attach name & social security numbers for each person. This information must be provided on or with contract award
 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. The dispute resolution process provided for in chapter 227 of the Texas Government Code must be used by the OCA and the contractor to attempt to resolve all disputes arising under this contract
 14. 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")

§ **TECHNOLOGY ACCESS CLAUSE** The Vendor expressly acknowledges that state funds may not be expended in connection with the purchase of an automated information system unless that system meets certain statutory requirements relating to accessibility by persons with visual impairments. Accordingly, the Vendor represents and warrants to the qualified ordering entity that the technology provided to the qualified ordering entity for purchase is capable, either by virtue of features included within the technology or because it is readily adaptable by use with other technology, of

- 1 providing equivalent access for effective use by both visual and non visual means;
- 2 presenting information, including prompts used for interactive communications, in formats intended for both visual and non visual use; and
- 3 being integrated into networks for obtaining, retrieving, and disseminating information used by individuals who are not blind or visually impaired

For purposes of this clause, the phrase "equivalent access" means a substantially similar ability to communicate with or make use of the technology, either directly by features incorporated within the technology or by other reasonable means such as assistive devices or services that would institute reasonable accommodations under the Federal Americans with Disabilities Act or similar state or federal laws. Examples of methods by which equivalent access may be provided include, but are not limited to, keyboard alternatives to mouse commands and other means of navigating graphical displays and customizable display appearance.

§ 1 "Exemption Declaration. Pursuant to the provisions of the Texas Government Code, Chapter 2157.005(d) this requirement is for the purchase of a wireless communication device to be used by peace officers, firefighters, and other emergency response personnel to respond to a public safety emergency. The provisions of the Technology Access Clause do not apply."



Internal Purchasing Procedures

<h1 style="margin: 0;">Office of Court Administration</h1> <p style="margin: 0;">Finance and Operations Name of Section</p>	
<p>Chapter 01: Policy Name Section: 1.1 Name of policy if more than one section to policy.</p>	
Introduction	<p>The Office of Court Administration (OCA) is a State agency in the Judicial Branch that operates under the direction and supervision of the Supreme Court of Texas and the Chief Justice and is governed primarily by Chapter 72 of the Texas Government Code. OCA provides resources and information for the efficient administration of the Judicial Branch of Texas. In carrying out its mission, OCA seeks advisement from the higher courts and the Judiciary on some procurement. State of Texas rules and regulation are followed on the procurement of all goods and services.</p>
Policy	<p>OCA has developed, maintained, and amended this procurement plan pursuant to the provisions of the Texas Government Code, and Title 10, Subtitle D and Texas Administrative Code (TAC), Title 34, Part 1. The primary purpose of this plan is to identify OCA's management controls and purchasing oversight authority in accordance with the policy guidance contained in the Comptroller of Public Accounts Procurement Manual. It is also designed to identify the primary roles of key staff in finance, legal, and information services, in the procurement process as well as the levels of purchasing certification and related purchasing training to be attained by this staff.</p>
Procedure	<p>The Chief Purchaser for the OCA is Veronica M. Strong, CTPM, and Procurement Director. Cindy Walker, Purchaser II, Celeste Diaz, Purchasing and Accounting Assistant, Paula Garner, IT Business Analyst, and Marissa Kubinski, Administrative Assistant assists with various purchases for the agency. Tina Washington, Deputy Chief Financial Officer, provides guidance on procurement matters as needed. OCA's General Counsel, Mena Ramon and Assistant General Counsel, Scott Gibson are responsible for rendering legal counsel at all</p>

	<p>levels in the procurement process, drafting contracts, assisting in the preparation and review of request for proposals (RFP), and requests for offers (RFO). Information Services, Business Analyst, Paula Garner assist in drafting technology related RF0s.</p> <p>OCA provides administrative support to the Office of State Prosecuting Attorney (SPA). OCA purchasers Veronica M. Strong, CTPM, Purchaser IV and Cindy Walker, Purchaser II make various purchases for the SPA. The State Prosecuting Attorney, Lisa McMinn is responsible for rendering legal counsel at all levels in the procurement process, drafting contracts, assisting in the preparation and review of request for proposals (RFP), and requests for offers (RFO).</p>
Authority	Statute or statutes cited giving agency authority to perform actions addressed in procedure.
Approved	<p>DATE: <u>11/30/15</u></p> <p>PROGRAM MANAGER: _____</p> <p>EXECUTIVE DIRECTOR: <u>David Gray</u></p>



Conflict of Interest Statements

Statement signed annually for each purchaser or a memo stating that one is in the purchaser's personnel file.

(Insert copy of statement)



**System for Award Management (SAM)
Excluded Parties List System (EPLS)**

Internal purchasing procedures for SAM/Excluded Parties List System (EPLS)

Office of Court Administration

Finance and Operation

Internal Purchasing Procedure for System for Award Management (SAM), Excluded Parties List System (EPLS)

Chapter 01: Policy Name

Section: 1.1 Name of policy if more than one section to policy.

Introduction	Office of Court Administration 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 System for Award Management (SAM). This is the Official U.S. Government system that consolidated the capabilities of CCR/FedReg, ORCA, and EPLS. A SAM report is pulled for all procurements with both OCA and SPA.
Policy	Description of the policy.
Procedure	A SAM report is pulled for all procurements, excluding other Government entities, Higher Education and the Texas Industries for the Blind and the Handicap.
Authority	President's Executive Order (EO) 13224
Approved	DATE: <u>11/30/15</u> PROGRAM MANAGER: _____ EXECUTIVE DIRECTOR: <u><i>Nanda Saif</i></u>



Priority Purchases for FY 2016

The three (3) highest priority purchases the agency expects to make in fiscal 2016/2017 that are not available through a term contact.

1. Replace Judicial Branch Legacy Technology

Comments:

2. Technology Equipment Refresh

Comments:

3. Microsoft Enterprise Agreement

Comments:



Response to CAT Recommendations

Agency procedures for response to recommendations for delegated solicitation reviews by the Contract Advisory Team (CAT)

Office of Court Administration

Finance and Operation

Chapter 01: Policy Name

Section: 1.1 Name of policy if more than one section to policy.

Introduction

Brief description of the section for which the policy pertains.

Policy

Description of the policy.

Procedure

Description of the procedures, step by step, to carry out the policy.

Authority

Statute or statutes cited giving agency authority to perform actions addressed in procedure.

Approved

DATE: 11/30/2015

PROGRAM MANAGER: _____

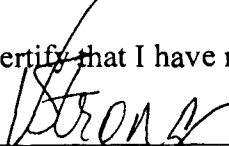
EXECUTIVE DIRECTOR: *David Kay*

CONFLICT OF INTEREST

TEXAS GOVERNMENT CODE §2155.003

Under Texas Government Code § 2155.003, a TPASS 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 TPASS or purchasers from other state agencies.

I certify that I have read and understand the above statement.



Employee Signature

9/1/15

Date

VERONICA M. STRONG

Printed Name

cc: Personnel File
Supervisor's File

CONFLICT OF INTEREST

TEXAS GOVERNMENT CODE §2155.003

Under Texas Government Code § 2155.003, a TPASS 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 TPASS or purchasers from other state agencies.

I certify that I have read and understand the above statement.


Employee Signature

9/1/15
Date

Tina Washington
Printed Name

cc: Personnel File
Supervisor's File

CONFLICT OF INTEREST

TEXAS GOVERNMENT CODE §2155.003

Under Texas Government Code § 2155.003, a TPASS 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 TPASS or purchasers from other state agencies.

I certify that I have read and understand the above statement.


Employee Signature

9/1/15
Date

Celeste Diaz
Printed Name

cc: Personnel File
Supervisor's File

CONFLICT OF INTEREST

TEXAS GOVERNMENT CODE §2155.003

Under Texas Government Code §2155.003, a TPASS 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 TPASS or purchasers from other state agencies.

I certify that I have read and understand the above statement.

Marissa Kubinski

Employee Signature

9-1-2015

Date

Marissa Kubinski

Printed Name

cc: Personnel File
Supervisor's File

CONFLICT OF INTEREST

TEXAS GOVERNMENT CODE §2155.003

Under Texas Government Code § 2155.003, a TPASS 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 TPASS or purchasers from other state agencies.

I certify that I have read and understand the above statement.

Paula W Garner

Employee Signature

9-1-15

Date

Paula W. Garner

Printed Name

cc: Personnel File
Supervisor's File

CONFLICT OF INTEREST

TEXAS GOVERNMENT CODE §2155.003

Under Texas Government Code § 2155.003, a TPASS 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 TPASS or purchasers from other state agencies.

I certify that I have read and understand the above statement.

Cynthia F. Walker
Employee Signature

9-1-15
Date

Cynthia F. Walker
Printed Name

cc: Personnel File
Supervisor's File

Office of Court Administration

Procurement Card Program Manual

General

The Office of Court Administration (OCA) has issued a purchase order for the State of Texas Procurement Card (STPC) program for issuance of credit cards to state employees **for official business only**. **Each card is issued by name to a designated individual and bears the signature of the cardholder on the reverse side. The individual to whom the card is issued is the only individual who can use that card. In certain, restricted instances, the Deputy CFO or Senior Purchaser may authorize one or more persons to use the procurement card retained in the Purchasing section to procure an item. Such use may not occur without the express permission of the Deputy CFO or Senior Purchaser.**

The purpose of the Procurement Card program is to establish a more efficient, cost-effective method of purchasing and paying for small dollar transactions as well as high-volume, repetitive purchases. The program was designed as an alternative to the traditional purchasing process for supplies and services. The Procurement Card can be used with any supplier that accepts MasterCard/Visa as a form of payment.

The agency pays only the contracted credit card company, instead of multiple vendors.

The state, as represented by each division that authorizes a card, is financially liable for any and all expenses incurred through use of the card. Cardholders are required to take the same security precautions with the state-issued cards that they reserve for their personal credit cards.

OCA employees are responsible for the STPC program as follows:

- All **cardholders** are responsible for following all state and OCA purchasing policies and procedures when using the STPC as a means of payment. These policies and procedures include the monetary and bid limits established by the agency and Comptroller's Texas Purchasing and Support Services (TPASS), as well as state contractual obligations.
- **Accounts Payable** is responsible for coordinating and monitoring the use of the STPC program within the agency.
- **Purchasing** will review monthly reports for quality assurance.

Definitions

State of Texas Procurement Card (STPC) – Credit cards issued through the CPA contract to designated state employee for official business transactions only. This card **IS NOT** to be used in lieu of Citibank Travel Card. The STPC card **CANNOT** be used for travel related purchases.

Billing Cycle – The billing cycle for credit card purchases will be every 30 days with an additional 30 days allowed for payment.

Contract Set-up

If multiple cards are issued by OCA, each division will be set up as a company under the *OCA Holding Company*. The name of each company will be in the form of *OCA (division name)*, such as *OCA Executive Office*, *OCA Legal Office*, and so on. The OCA Holding company is the umbrella company for all divisions. Currently, OCA does not issue procurement cards to division staff. The Purchasing section retains the only procurement used by OCA at the present time.

For management reporting purposes, two, reporting levels have been set up by the contracted credit card company. If additional levels are needed, they can be set up.

- Division
- Agency

Merchant Category Codes

A Merchant Category Code has been associated with all OCA credit cards. This code excludes those categories of businesses with which the card should not be used, but includes all others.

Card Issue Guidelines

The following guidelines will be used to determine whether an individual will be selected for card issuance:

All division cards must be requested and approved by the appropriate Division Director, then forwarded to Finance.

Standard credit card purchases for division staff are limited to 5 transactions per day and not more than \$_5,000.00 per month.

The card utilized by the Senior Purchaser is not restricted to these amounts due to the agency-wide scope of purchases made by this individual.

Set-up Procedures The Finance Division is responsible for all divisions. One Contract Purchase Requisition is submitted to CPA for the agency.

Each division will be responsible to submit the appropriate forms to activate the credit card for their employee. The required forms are:

- Signature Authorization Form
- Level Set Up for Agency Form
- Card Set Up for Agency Form

Finance will receive the MasterCard from Citibank and will distribute to the approved employee. Each cardholder will sign a **Cardholder Agreement and acknowledgement receipt**.

Activation/ Deactivation Upon receiving the card, the cardholder must validate the card by signing it and calling the contracted credit card company for activation.

Each office will provide Support Services the original and the cardholder's supervisor with a copy of the Cardholder Agreement signed by each STPC cardholder. When an individual leaves OCA employment for any reason, the cardholder's supervisor will be responsible for retrieving the STPC from the terminating employee, cutting the credit card in half, and forwarding it to Support Services for deactivation.

Legal Implications Use of the STPC for purposes not authorized by agency policies and procedures is considered misappropriation of state funds. This could result in:

- An official reprimand
- Additional disciplinary action up to an including termination of employment
- Immediate and irrevocable forfeiture of the STPC
- Reimbursement to the state (in all cases).

Restrictions- Cardholders can use the STPC to pay for a wide variety of items and services. However, there are some restrictions. Cardholders **cannot** use the STPC to pay for certain items or services that include, but are not limited to:

- Transportation and travel services, including automobile rental.
- Engraved printing or printing services of any kind.
- Food and Beverages
- Conference room rentals of any kind
- Cash Advances
- Prepayments

The purchasing staff is the point of contact for questions about what cardholders can or cannot purchase.

HUB Goals Credit card purchases are subject to the same HUB participation goals as any other type of procurement. Individuals issued credit cards should make every effort to purchase from CPA certified HUBs when available.

Lost or Stolen Cards

The cardholder is responsible for the care and protection of the credit card. If it is lost or stolen, the individual must:

- Notify the contracted credit card company, **Citibank, Customer Service @ 1-800-248-4553**. Be sure to get the name of the Citibank representative to whom you reported the lost or stolen card. Representatives of Citibank are available 24 hours a day, 7 days a week. Lost or stolen cards will be replaced by Citibank after notification of the loss.
- Notify your Division Manager.
- Notify the Deputy CFO in Austin at 512-463-1631. Deputy CFO will need to know
 - when your credit card was lost or stolen
 - when you notified the contracted credit card company that it was missing (date and time)
 - the credit card company representative whom you reported the lost or stolen card
 - the circumstances surrounding its disappearance.

Liability: Citi offers liability programs specifically for protection against misuse of the card, via MasterCard and provides the additional protections and limitation of potential entity liability. CUSTOMER is not liable for unauthorized charges occurring after the bank are notified of the loss, theft, or possible fraudulent use of the card. **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.** While this is an industry standard, Citi has never imposed the charge on customers. CUSTOMER is also liable for employee fraudulent charges on an account with a credit limit over \$100,000 in the amount that exceeds \$100,000 (Citi maintains liability for the first \$100,000).

Changes in Employment Status

Promotion, transfer, – within the agency:

In the event a cardholder is promoted or transferred to another position in the Agency, the cardholder must immediately notify the Deputy CFO. This notification ensures that

- 1) the hierarchy for each cardholder is kept current
- 2) the database of all cardholders and their respective programs/division are kept current
- 3) All purchase payments are made from the appropriate program/division.

Resignation, termination,:

In the event a Cardholder resigns or terminates from the agency; the Card must be forwarded to the Purchasing Department.

Making a Purchase **Cardholder Responsibilities:**

- a. Cardholder must adhere to all purchasing statutes, rules, policies, and procedures 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.*
- b. Procurement File or Log: A final approved purchase requisition must be maintained for each card transaction and must include the NIGP class/item code(s) and best value determination (if applicable.)
- c. 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.
- d. 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 (TINS/PIN) of the selling vendor must be entered into USAS.

Purchasing Process:

- a. Employee determines item requested to be purchased, and obtains approval from their supervisor. The purchase request will be entered in the accounting system and routed for approval.
- b. Purchasing will confirm price, freight and determine the method of purchase and follow the standard purchasing rules and regulations.
- c. If the vendor does not accept a purchase order for payment, then the STPC may be used.
- d. Verification that the vendors status is in good standing (Franchise Tax Certification of Account Status, TINS Vendor Hold Search, and on the EPLS/SAM's listing is required by the Texas Comptroller of Public Accounts.
- e. OCA's tax exemption form may be requested by vendor. A tax exemption certificate may be faxed or e-mailed to the vendor if required.

Receiving Goods

Obtain itemized receipt and adhere a signature stamp and forward to staff that requested the item/s. Staff will confirm receipt of item by signing the receiving report with the date received, condition, and received by. They will then forward to the Accounts Payable Specialist.

Returning a Purchase

In the event an item is to be returned, contact the vendor and obtain instructions for return. Note that some vendors may charge a restocking or handling fee for returns. **Do not return items without authorization from the vendor.** All returns should be indicated on the Procurement Card Log. You should receive a "Credit" receipt to be placed with your original charge receipts. Do not accept a cash refund for returned items.

Documentation

Cardholders must submit, within three working days of purchase, documentation for each purchase for which the STPC is used for payment.

Cardholders shall submit documentation to the Purchasing Department.

The following must be submitted:

- Itemized statement of charges must be submitted along with correct charge numbers. If the purchase is to be charged to an account other than the one indicated by the credit card, such information must be placed visibly on the receipts sent to Purchasing/Accounts Payable file.
- The signed credit card receipt (if applicable). A signed Purchase Order Receiving document will serve as the receiving document. The Purchaser is accountable for the physical receipt of the merchandise.

An employee may be required to forfeit the STPC if he or she fails to submit any of the above items within the three-day time allotment for three or more billing cycles.

Disputed Charges

After the Purchasing Department has audited the Cardholder Activity Report and it determined that some charges are disputable:

1. Cardholder attempts to resolve disputes (or returns) directly with the vendor.
2. If unsuccessful, Cardholder sends or faxes a completed Statement of Disputed Items to Citibank immediately. Send a copy to Accounts Payables.
3. If successful, a notation of the dispute should be attached to the Purchase order.
4. The agency is still responsible for payment of the transaction.
5. Citibank automatically requests a copy of the sales draft and forwards it to the cardholder.

Questioned Items

1. After the Purchasing Department has audited the Cardholder activity Report and determined that some charges are questionable, a determination of suspected abuse should be established.
2. Purchasing Department sends or faxes a completed Statement of Disputed Item to Citibank **immediately**. Send a copy to the Accounts Payable.
3. The agency is still responsible for payment of the transaction.

4. If the charge is suspected to be fraudulent, the card will be immediately blocked. An investigation of the charge will continue and a provisional credit to your division will be issued. A new card will then be issued to the cardholder, if appropriate. If, after the investigation, the disputed charges appear to be legitimate, the transaction will post to the new account.
5. Citibank automatically requests a copy of the sales draft and forwards it to the Purchasing Department.
6. If an extended investigation is necessary, the Purchasing Department shall notify the vendor and invoke the disputed charge procedures. Anyone suspecting fraudulent use or misapplication of the Card by individuals within the agency should report this immediately to the General Counsel for investigation. The Chief Financial Officer should also be notified.
 - General Counsel @ (512) 463-1625
 - Chief Financial Officer @ (512) 463-1627
 - Senior Purchaser (512) 463-1638

Appendix I

Acknowledgement

Of

Receipt

Of

MasterCard



OFFICE OF COURT ADMINISTRATION

DAVID SLAYTON
Administrative Director

TO: Cardholder

REFER: Procurement Card and Procedure

The Comptroller's Texas Purchasing and Support Services (TPASS) have established a contract for our procurement card (MasterCard) with the Citibank.

Each cardholder has been given authority to utilize the Agency paid procurement card for the purpose of "spot purchases" of supplies, materials, services, and equipment. The procedures for use of the procurement card are as follows:

The card must be kept secure at all times - the assigned user is responsible.

- All purchases must be within the "spot purchase" limits, and appropriate approval must be obtained prior to making the purchase. Once a purchase is made, attach all supporting documentation, i.e., purchaser order, purchase requests, receipts, and bid (s) secured followed by the OCA approved bid requirements.
- This card should not be used for the following:
 - 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.
 - 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.

All purchases are tax exempt. If you are charged tax in error you must request a credit from the vendor and document this with the purchase order.

The use of the procurement card is not intended to circumvent regular purchasing guidelines. Planning of items needed and regular purchase requests should be utilized. The card is meant to allow for "spot purchases" or emergency purchases. If an item is 1) on contract, you must follow the guidelines for

purchasing this item from the contract unless it allows for spot purchases “off contract”. For the most part, each purchase should be verified in the CPA contract pages. 2) If there is no contract, then you should utilize the OCA approved bid requirements. 3) For all computer and telephone equipment purchases, the required method of purchase is through an approved “Catalog Information System Vendor” (CISV catalog), and approved guidelines should be followed.

I agree that I am the sole user of the State of Texas Credit Card Account number XXXX XXXX XXXX 4259 issued in my name by the Office of Court Administration (OCA).

I understand that the State of Texas Credit card is issued in my name. I will not allow any other person to use my State of Texas Credit Card. I am considered liable for any and all charges against the State of Texas Credit Card issued in my name.

I agree that I have sole responsibility for the use, accountability, and storage of the card.

I have read and understand the State of Texas Credit Card rules and procedures and will abide by them at all times.

I understand that the use of the State of Texas Credit Card for purposes not authorized by the agency policies and procedures can be considered misappropriation of State funds. This could result in:

- Immediate and irrevocable forfeiture of the State of Texas Credit Card; and
- Disciplinary action up to and including termination of employment.

I understand that the State of Texas Credit Card must be surrendered upon termination of employment, whether for retirement, voluntary separation, resignation or dismissal.

I may also be requested to surrender the State of Texas Credit Card for reasons not related to my own personal situation (for example, if the State of Texas Credit Card program is terminated).

I will maintain the State of Texas Credit Card with appropriate security whenever and wherever I may use the State of Texas Credit Card. If the state of Texas Credit card is stolen or lost, I agree to notify the contracted credit card company, my supervisor and the Purchasing Division.

I understand that when I follow the procedure as outlined, I relieve OCA and myself of liability for fraudulent use.

If I fail to abide by the lost or stolen State of Texas Credit Card procedures as outline in this policy, I will be considered liable for any charges made against the State of Texas Credit Card

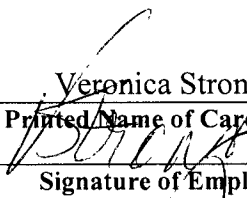
I will promptly forward the required documentation to the Austin Finance and Operations Division for payment. For the purposes of this document, "promptly" means within three working days. For traveling personnel, "promptly" means within three working days either upon returning to the office or via FAX. (Divisions and offices FAX to (512) 463-1648.

I understand that OCA may terminate my right to use this card at any time for any reason. I agree to return the card to OCA immediately upon termination of employment.

I have been notified and understand that

	\$1000	\$1,500	\$5,000	Other		
• My single purchase limit is:	X					
	\$1,000	\$2,000	\$5,000	\$10,000	\$20,000	Other
• My monthly spending cycle limit is:				X		

 Veronica Strong XXX-XX-1701
 Printed Name of Cardholder Social Security Number

 11/30/15
 Signature of Employee Date

Original (to Deputy Chief Financial Officer) Copy (to Human Resource Officer for personnel file) Copy (to Cardholder)

I agree that I am the sole user of the State of Texas Credit Card Account number XXXX XXXX XXXX 4267 issued in my name by the Office of Court Administration (OCA)

I understand that the State of Texas Credit card is issued in my name I will not allow any other person to use my State of Texas Credit Card I am considered liable for any and all charges against the State of Texas Credit Card issued in my name

I agree that I have sole responsibility for the use, accountability, and storage of the card

I have read and understand the State of Texas Credit Card rules and procedures and will abide by them at all times

I understand that the use of the State of Texas Credit Card for purposes not authorized by the agency policies and procedures can be considered misappropriation of State funds This could result in

- Immediate and irrevocable forfeiture of the State of Texas Credit Card, and
- Disciplinary action up to and including termination of employment

I understand that the State of Texas Credit Card must be surrendered upon termination of employment, whether for retirement, voluntary separation, resignation or dismissal

I may also be requested to surrender the State of Texas Credit Card for reasons not related to my own personal situation (for example, if the State of Texas Credit Card program is terminated)

I will maintain the State of Texas Credit Card with appropriate security whenever and wherever I may use the State of Texas Credit Card If the state of Texas Credit card is stolen or lost, I agree to notify the contracted credit card company, my supervisor and the Purchasing Division

I understand that when I follow the procedure as outlined, I relieve OCA and myself of liability for fraudulent use

If I fail to abide by the lost or stolen State of Texas Credit Card procedures as outline in this policy, I will be considered liable for any charges made against the State of Texas Credit Card

I will promptly forward the required documentation to the Austin Finance and Operations Division for payment For the purposes of this document, "promptly" means within three working days For traveling personnel, "promptly" means within three working days either upon returning to the office or via FAX (Divisions and offices FAX to (512) 463-1648

I understand that OCA may terminate my right to use this card at any time for any reason I agree to return the card to OCA immediately upon termination of employment

I have been notified and understand that

	\$1000	\$1,500	\$5,000	Other		
• My single purchase limit is	X					
	\$1,000	\$2,000	\$5,000	\$10,000	\$20,000	Other
• My monthly spending cycle limit is			X			

Celeste Diaz
Printed Name of Cardholder
Signature of Employee
XXX-XX-1022
Social Security Number
Date

Original (to Deputy Chief Financial Officer) Copy (to Human Resource Officer for personnel file) Copy (to Cardholder)

I agree that I am the sole user of the State of Texas Credit Card Account number XXXX XXXX XXXX 1512 issued in my name by the Office of Court Administration (OCA).

I understand that the State of Texas Credit card is issued in my name. I will not allow any other person to use my State of Texas Credit Card. I am considered liable for any and all charges against the State of Texas Credit Card issued in my name.

I agree that I have sole responsibility for the use, accountability, and storage of the card.

I have read and understand the State of Texas Credit Card rules and procedures and will abide by them at all times.

I understand that the use of the State of Texas Credit Card for purposes not authorized by the agency policies and procedures can be considered misappropriation of State funds. This could result in:

- Immediate and irrevocable forfeiture of the State of Texas Credit Card; and
- Disciplinary action up to and including termination of employment

I understand that the State of Texas Credit Card must be surrendered upon termination of employment, whether for retirement, voluntary separation, resignation or dismissal

I may also be requested to surrender the State of Texas Credit Card for reasons not related to my own personal situation (for example, if the State of Texas Credit Card program is terminated)

I will maintain the State of Texas Credit Card with appropriate security whenever and wherever I may use the State of Texas Credit Card. If the state of Texas Credit card is stolen or lost, I agree to notify the contracted credit card company, my supervisor and the Purchasing Division.

I understand that when I follow the procedure as outlined, I relieve OCA and myself of liability for fraudulent use.

If I fail to abide by the lost or stolen State of Texas Credit Card procedures as outline in this policy, I will be considered liable for any charges made against the State of Texas Credit Card.

I will promptly forward the required documentation to the Austin Finance and Operations Division for payment. For the purposes of this document, "promptly" means within three working days. For traveling personnel, "promptly" means within three working days either upon returning to the office or via FAX. (Divisions and offices FAX to (512) 463-1648.

I understand that OCA may terminate my right to use this card at any time for any reason. I agree to return the card to OCA immediately upon termination of employment.

I have been notified and understand that

	\$1000	\$1,500	\$5,000	Other		
• My single purchase limit is:	X					
	\$1,000	\$2,000	\$5,000	\$10,000	\$20,000	Other
• My monthly spending cycle limit is:			X			

Paula Garner XXX-XX-3489

Printed Name of Cardholder Social Security Number
Paula Garner 11-30-15
Signature of Employee Date

Original (to Deputy Chief Financial Officer) Copy (to Human Resource Officer for personnel file) Copy (to Cardholder)

I agree that I am the sole user of the State of Texas Credit Card Account number XXXX XXXX XXXX 4242 issued in my name by the Office of Court Administration (OCA).

I understand that the State of Texas Credit card is issued in my name. I will not allow any other person to use my State of Texas Credit Card I am considered liable for any and all charges against the State of Texas Credit Card issued in my name.

I agree that I have sole responsibility for the use, accountability, and storage of the card.

I have read and understand the State of Texas Credit Card rules and procedures and will abide by them at all times.

I understand that the use of the State of Texas Credit Card for purposes not authorized by the agency policies and procedures can be considered misappropriation of State funds This could result in:

- Immediate and irrevocable forfeiture of the State of Texas Credit Card, and
- Disciplinary action up to and including termination of employment.

I understand that the State of Texas Credit Card must be surrendered upon termination of employment, whether for retirement, voluntary separation, resignation or dismissal.

I may also be requested to surrender the State of Texas Credit Card for reasons not related to my own personal situation (for example, if the State of Texas Credit Card program is terminated).

I will maintain the State of Texas Credit Card with appropriate security whenever and wherever I may use the State of Texas Credit Card. If the state of Texas Credit card is stolen or lost, I agree to notify the contracted credit card company, my supervisor and the Purchasing Division.

I understand that when I follow the procedure as outlined, I relieve OCA and myself of liability for fraudulent use.

If I fail to abide by the lost or stolen State of Texas Credit Card procedures as outline in this policy, I will be considered liable for any charges made against the State of Texas Credit Card.

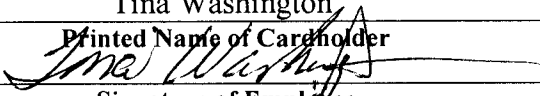
I will promptly forward the required documentation to the Austin Finance and Operations Division for payment For the purposes of this document, "promptly" means within three working days For traveling personnel, "promptly" means within three working days either upon returning to the office or via FAX. (Divisions and offices FAX to (512) 463-1648

I understand that OCA may terminate my right to use this card at any time for any reason. I agree to return the card to OCA immediately upon termination of employment.

I have been notified and understand that

	\$1000	\$1,500	\$5,000	Other		
• My single purchase limit is:	X					
	\$1,000	\$2,000	\$5,000	\$10,000	\$20,000	Other
• My monthly spending cycle limit is.			X			

Tina Washington XXX-XX-0235

 Printed Name of Cardholder Social Security Number
 11/30/15

 Signature of Employee Date

Original (to Deputy Chief Financial Officer) Copy (to Human Resource Officer for personnel file) Copy (to Cardholder)