



Texas State Securities Board PURCHASE ORDER

PO #: 312-16-314

Vendor Info:
Name: Legal Partners LP
TIN: 10206783788 000
Address: 13915 N. Mopac Expy, Suite 303
 Austin, Texas 78728

Bill To:
 Texas State Securities Board
 P.O. Box 13167
 Austin, Texas 78711-3167

Ship To:
 Texas State Securities Board
 115 E. Travis St., Ste 1105
 San Antonio, TX 78205
 Phone: (210) 886-0073

NOTE TO CONTRACTOR:
 The State of Texas is exempt from all Federal Excise Taxes except as noted on each contract.

STATE AND CITY SALES TAX EXEMPTION CERTIFICATE:
 The undersigned claims an exemption from taxes under Texas Tax Code, Section 151.309(4), for purchase of tangible personal property described in this numbered order, purchased from contractor and/or shipper listed above, as this property is being secured for the exclusive use of the State of Texas.

Gerri Goldstein
 Gerri Goldstein
 Texas State Securities Board
goldstein@ssb.texas.gov
 Direct: (512)305-8305
 Fax: (512)305-8327

Line #	NIGP Code	Item/Description	Quantity	Unit Price	Total
1	961-24	Court Reporting Services for the San Antonio Office for the term of 6/1/16-5/31/17			
TOTAL EST. PRICE:					\$2,000.00

Staff Services Use Only

PCA Allocation:	Contract No:	Comp Object:	PCC:	Confidential:
14001	N/A	7223	Q	NO

Notes:

Delivery Date(s):	Order Date:	Total Invoiced:
6/1/16-5/31/17	04/28/2016	Blanket Purchase Order up to \$2,000 for 6/1/16-5/31/17

JOHN MORGAN
SECURITIES COMMISSIONER

RONAK V. PATEL
DEPUTY SECURITIES COMMISSIONER

Mail: P.O. BOX 13167
AUSTIN, TEXAS 78711-3187

Phone: (512) 305-8300
Facsimile: (512) 305-8310



Texas State Securities Board

208 E. 10th Street, 5th Floor
Austin, Texas 78701-2407
www.ssb.state.tx.us

BETH ANN BLACKWOOD
CHAIR

DERRICK MITCHELL
MEMBER

E. WALLY KINNEY
MEMBER

DAVID A. APPELBY
MEMBER

ALAN WALDROP
MEMBER

April 29, 2016

Legal Partners LP
13915 N. Mopac Expy, Suite 303
Austin, Texas 78728

RE: Purchase Order #312-16-314
Court Reporting Services IFB
San Antonio Office

Dear Ms. Candace Winkler:

This letter is to inform you that the Texas State Securities Board wishes to continue your services for an additional year for our San Antonio office.

The term of the contract is effective June 1, 2016 and will end May 31, 2017. This will leave two years on the optional one-year extensions. Enclosed is your copy of the purchase order effective June 1, 2016.

If you have any questions, please contact me at (512) 305-8305.

Sincerely,

A handwritten signature in blue ink that reads "Jerri Goldstein".

Jerri Goldstein
Agency Purchaser
Staff Services Division



**TEXAS STATE SECURITIES BOARD
INVITATION FOR BIDS**

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

**OPEN DATE ▶ April 20, 2015 5:00pm
CLOSING DATE ▶ May 20, 2015 5:00pm**

REQUISITION NO. ▶ 312-15-319

FAILURE TO SIGN WILL DISQUALIFY BID

[Handwritten Signature] 5/19/15
 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).

AGENCY TO INVOICE
State Securities Board P.O. Box 13167 208 E. 10 th Street, Rm 610 Austin, Texas 78701-3167
DESTINATION OF GOODS IF DIFFERENT THAN ABOVE
State Securities Board 208 E. 10 th Street, Rm 610 Austin, Texas 78701

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, PLEASE SUBMIT NO LATER THAN MAY 20, 2015 BY 5:00PM VIA:

MAIL: STATE SECURITIES BOARD
Attention: Kale Lype, Agency Purchaser
P.O. Box 13167
Austin, Texas 78701-3167

E-MAIL: purchasing@ssb.texas.gov

FAX: 512-305-8327

VENDOR NAME & ADDRESS:

Company: LegalPartners LP
Address: 13915 N. Mopac Expy, Suite 303
Austin, Texas 78728
Contact Name: Candace Winkler
Phone: 512 440 8187

Vendor ID # FEIN 02-0678378

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

- Goods produced or offered by a Texas bidder that is owned by a Texas resident service-disabled veteran
- Goods produced in Texas and offered by a Texas bidder that is not owned by a Texas resident service-disabled veteran
- Agricultural products grown in Texas
- Agricultural products offered by a Texas bidder
- Services offered by a Texas bidder that is owned by a Texas resident service-disabled veteran
- Services offered by a Texas bidder that is not owned by a Texas resident service disabled veteran
- Texas Vegetation Native to the Region
- 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

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

4.04. No substitutions permitted without written approval of SSB.

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

5. INSPECTION AND TESTS:

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

6. AWARD OF CONTRACT:

A response to this IFB is an offer to contract based upon the terms, conditions, and specifications contained herein. Bids do not become contracts until they are accepted through an open market purchase order. The contract shall be governed, construed, and interpreted under the laws of the State of Texas. The factors listed in §§2155.074, 2155.144, 2156.007, and 2157.003, Gov't Code, shall also be considered in making an award when specified. Any legal actions must be filed in Travis County, Texas.

7. PAYMENT:

Bidder shall submit 2 copies of an itemized invoice showing State order number and agency requisition number on all copies. The State will incur no penalty for late payment if payment is made in 30 or fewer days from receipt of goods or services and an uncontested invoice. Payment shall be made in accordance with Chapter 2251, Gov't Code.

8. PATENTS, TRADEMARKS, OR COPYRIGHTS:

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

9. BIDDER ASSIGNMENTS:

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

10. BIDDER AFFIRMATIONS:

Signing this bid with a false statement is a material breach of contract and shall void the submitted bid and any resulting contracts, and the bidder shall be removed from all bid lists. By signature hereon affixed, the bidder hereby certifies that:

10.01. The bidder has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the submitted bid.

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

10.03. Pursuant to §2155.004, Gov't Code, neither the bidder nor any person or entity which will participate financially in any contract resulting from this IFB has received compensation for participation in the preparation of the specifications for this IFB.

10.04. Pursuant to §231.006(d), Texas Family Code, regarding child support, the bidder certifies that the individual or business entity named in this bid is not ineligible to receive the specified payment and acknowledges that the contract may be terminated and payment may be withheld if this certification is inaccurate. Furthermore, any bidder subject to §231.006, Gov't Code, must include names and Social Security numbers of each person with at least 25% ownership of the business entity submitting the bid. This information must be provided prior to award. Enter the Name & Social Security Numbers for each person below:

Name: Richard Looney	449151145
Name:	Social Security Number:
Name:	Social Security Number:

10.05. Under §2155.004, Gov't Code, the bidder certifies that the individual or business entity named in this bid or any contract resulting from this IFB is not ineligible to receive the specified contract and acknowledges that the contract may be terminated and payment withheld if this certification is inaccurate. §2155.004 prohibits a person or entity from receiving a state contract if they received compensation for participating in preparing the solicitation or specifications for the contract.

10.06. As required by §2252.903, Gov't Code, bidder agrees that any payments due under a contract resulting from this IFB shall be directly applied towards eliminating any debt or delinquency including, but not limited to, delinquent taxes, delinquent student loan payments, and delinquent child support, until the debt is paid in full. Bidder shall comply with rules adopted by Comptroller of Public Accounts (CPA) under §§403.055, 403.0551, 2252.903, Gov't Code and other applicable laws and regulations regarding satisfaction of debts or delinquencies to the State of Texas.

~~10.07. Pursuant to §660.003, Gov't Code, SSB may not enter into a contract with a person who employs a current or former executive head of the SSB until four years has passed since that person was the executive head of the SSB. By submitting a bid, the bidder certifies that it does not employ any person who was the executive head of the SSB in the past four years. If bidder does employ a person who was the executive head of the SSB, provide the following information:~~

17. FORCE MAJEURE:

Neither bidder nor SSB shall be liable to the other for any delay in, or failure of performance, of any requirement included in any contract resulting from this IFB caused by force majeure. The existence of such causes of delay or failure shall extend the period of performance until after the causes of delay or failure have been removed provided the non-performing party exercises all reasonable due diligence to perform. Force majeure is defined as acts of God, war, fires, explosions, hurricanes, floods, failure of transportation, or other causes that are beyond the reasonable control of either party and that by exercise of due foresight such party could not reasonably have been expected to avoid, and which, by the exercise of all reasonable due diligence, such party is unable to overcome. Each party must inform the other in writing, with proof of receipt, within three (3) business days of the existence of such force majeure, or otherwise waive this right as a defense.

18. INDEPENDENT CONTRACTOR:

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

19. INDEMNIFICATION:

BIDDER SHALL DEFEND, INDEMNIFY, AND HOLD HARMLESS THE STATE OF TEXAS, ITS OFFICERS, AND EMPLOYEES, AND SSB, ITS OFFICERS, AND EMPLOYEES AND CONTRACTORS, FROM AND AGAINST ALL CLAIMS, ACTIONS, SUITS, DEMANDS, PROCEEDINGS, COSTS, DAMAGES, AND LIABILITIES, INCLUDING WITHOUT LIMITATION ATTORNEYS' FEES AND COURT COSTS, ARISING OUT OF, CONNECTED WITH, OR RESULTING FROM ANY ACTS OR OMISSIONS OF BIDDER OR ANY AGENT, EMPLOYEE, SUBCONTRACTOR, OR SUPPLIER OF BIDDER IN THE EXECUTION OR PERFORMANCE OF ANY CONTRACT WITH BIDDER RESULTING FROM THIS IFB. BIDDER SHALL COORDINATE ITS DEFENSE WITH THE TEXAS ATTORNEY GENERAL AS REQUESTED BY SSB. THIS SECTION IS NOT INTENDED TO AND SHALL NOT BE CONSTRUED TO REQUIRE BIDDER TO INDEMNIFY OR HOLD HARMLESS THE STATE OR SSB FOR ANY CLAIMS OR LIABILITIES RESULTING FROM THE NEGLIGENT ACTS OR OMISSIONS OF SSB OR ITS EMPLOYEES.

20. RIGHT TO AUDIT:

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

**STATE SECURITIES BOARD
INVITATION FOR BIDS (IFB) – COURT REPORTING SERVICES**

NOTE: Prior to submitting a bid, each bidder should study carefully all specifications, terms and conditions.

1. General Instructions:

- 1.1. The State Securities Board is soliciting bids to provide verbatim records and video recording of depositions, hearings, proceedings and other events as required by the State Securities Board.
- 1.2. The individual listed below may be telephoned or e-mailed for clarification of the IFB specifications. No authority is intended or implied that the specifications may be amended or alternates accepted prior to bid opening without written approval of the State Securities Board.

Kate Lype 208 E. 10 th Street 6 th Floor Austin, Texas 78701 Phone: 512-305-8305 E-Mail: purchasing@ssb.texas.gov	P.O. Box 13167 Austin, Texas 78711-3167
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- 1.3. The individual listed below may be contacted regarding performance requirements for the requested court reporting services. No assistance will be provided in the development of a bid response. No authority is intended or implied that the specifications may be amended or alternates accepted prior to bid opening without written approval of the State Securities Board. This individual will be the Contract Administrator.

Kate Lype
512-305-8305
klype@ssb.texas.gov

- 1.4. This contract will be issued in accordance with Texas Government Code, Title 10, Subtitle D, Chapters 2151 through 2176 and rules of the Texas Building and Procurement Commission.
- 1.5. By submitting the IFB, each bidder certifies that their bid meets or exceeds all mandatory specifications set forth and is in compliance with all conditions shown on the front and the back of the IFB.
- 1.6. Bids are provided as firm bids, which include all costs necessary to perform the required court reporting services.

2. Term of Contract: June 1, 2015 through May 31, 2016.

3. Contract Renewal:

At the expiration of the initial contract period, this contract may be renewed **ANNUALLY** by written agreement between both parties for up to an additional three (3) one (1) year periods.

4. Cancellation:

- 4.1. This contract may be cancelled by either party, without penalty, either in whole or part, by providing thirty (30) days written notice.
- 4.2. This contract may be cancelled without penalty, either in whole or part, if funds are not appropriated by the Texas Legislature or otherwise made available.
- 4.3. This contract may be cancelled without penalty if the terms and conditions set forth in the contract are not followed. The contract may be cancelled with thirty (30) days written notice.

5. Implementation of Cancellation: In the event of cancellation by the State Securities Board, the Agency shall pay the Contractor for the work satisfactorily performed up to the effective date of cancellation or reduction in the scope of work as determined by the Contract Administrator.

6. Vendor Requirements:

- 6.1. Court Reporter must be certified by the Court Reporters Certification Board.

14. Abandonment, Default, Assignment and Sale:

- 14.1. If vendor defaults, breaches, or abandons work on this contract, he/she will be liable for the actual amount of damages suffered by the State of Texas. Such default, breach, or abandonment or refusal or failure to pay damages may be cause for cancellation of the contract.
- 14.2. This contract may not be sold, assigned, transferred or subcontracted without the prior approval of the Agency.
- 14.3. If vendor fails or refuses to provide service on three (3) consecutive requests, or four (4) times in four (4) months, the Agency may consider the vendor in default and reserve the right to cancel immediately.

15. Insurance and Bond:

- 15.1. Vendor will be required to maintain Worker's Compensation coverage in an amount required by law.
- 15.2. Bid, Performance, and Payment bonds will not be required with this contract.

16. Bid Prices:

- 16.1. Bid prices will be firm for one year from date of award.
- 16.2. Requests for price escalation must be made by the vendor thirty (30) days prior to the date the contract is up for renewal.
- 16.3. If no request is received, the contract shall be carried forward at the then current prices for another year from the date of renewal.
- 16.4. The vendor will immediately inform the Agency and implement any reduction in pricing offered for contracted services.
- 16.5. Prices shown on the bid sheet are all inclusive and no other charges are authorized.

17. Miscellaneous:

- 17.1. Nothing in this contract will prevent the Agency from complying with the Public Information Act.
- 17.2. All notes and tape recordings made by the reporter are the property of the reporter. All notes and recordings will be retained on file for not less than three years unless a longer period is specified by the Agency.
- 17.3. Unless specified differently, any method that produces a written verbatim record of the proceedings is acceptable.
- 17.4. Delays in the start or progress of a hearing attributable to the reporter not being prepared will be cause for the Agency to reduce the amount of the reporter's invoice by \$15.00 per quarter hour of delay.
- 17.5. Reporters assigned will have no relationship to any party involved either by blood or financially except for the compensation incurred from performance under this contract.
- 17.6. The reporter will be allowed an appearance fee of two (2) hours base rate if the hearing is cancelled after the reporter arrives or while they are in transit to the site.
- 17.7. Successful bidder may not sell copies of transcripts. Persons requesting transcript copies must make their requests to the State Securities Board. All transcripts for Section 28 hearings will be considered confidential.
- 17.8. Verbatim reporting will be required unless otherwise requested and a stenograph machine with tape recorder should be used as back-up only.
- 17.9. Short hearings of one (1) hour or less may occur approximately twelve (12) times a year.

18. Form and Delivery Requirements:

- 18.1. The form of the original transcript will be twenty-five (25), double-spaced, numbered lines on 8.5 X 11 inch bond paper. No page except the index and the last page of the transcript may have less than ten (10) lines. Pages will be numbered consecutively. The condensed transcript will have four (4) condensed pages per each 8.5 X 11 inch page and will include a concordance index. One original hard copy and one PDF copy will be submitted for each transcript.
- 18.2. Turn around time for submission of completed transcripts will be specified by the Agency not later than the close of the proceeding for which the service is required.

19. Requirements for Submission of Bid Response:

- 19.1. Bid response to be returned to the State Securities Board via email to klype@ssb.texas.gov, by fax to 512-305-8327, or via mail: P.O. Box 13167, Austin, Texas, 78711-3167.
- 19.2. Bid responses must be received by May 20 2014 at 5:00 PM. Any bid received after that date and time will be disqualified from consideration.
- 19.3. Bids submitted in reply to this IFB should be responsive to all specifications herein. Failure to respond to all the specifications will disqualify the bid.
- 19.4. Bidders shall designate a contact person(s) on the bid.
- 19.5. Bids shall be confined solely to the requested services and delivery listed in this IFB.

PROVIDE FIRM BID AS FOLLOWS:

	In Person	Audio Recording
Administration Fee	\$65	\$25
Per page transcription, original and one copy	\$4.50 Depositions/\$6.50 Hearings	\$4 per page for transcription of recording by a certified court reporter
Per page transcription, certified copy	na	na
Transcription per hour	na	na
Videotaping per hour	\$250 First Two Hours/\$100 Each Additional Hour(\$250min)	na
TOTAL	Price determined by number of pages	Price determined by number of pages

FIRM PRICING FOR ADDITIONAL CHARGES:

Expedited Charges	In Person	Audio Recording
Original and one PDF copy	Prices Reflect Deposition Prices (Rush)	Transcription Services (Rush)
-Per page, same day turnaround	\$ 11.25 (150% increase)	\$ 15.00
-Per page, one business day turnaround	\$ 9.00 (100% increase)	\$ 12.00
-Per page, two business day turnaround	\$ 8.10 (80% increase)	\$ 10.80
-Per page, three business day turnaround	\$ 7.20 (60% increase)	\$ 9.60
-Per page, four business day turnaround	\$ 6.30 (40% increase)	\$ 8.40
-Per page, five business day turnaround	\$ 5.40 (20% increase)	\$ 7.50
-Per page, six business day turnaround	\$ 4.50	\$ 6.00

Transcripts	In Person	Audio Recording
PDF of full & condensed transcript	Free with original and/or copy purchase	Free with original and/or copy purchase
Condensed transcripts (charge for taking Attorney)	Free with original and/or copy purchase	Free with original and/or copy purchase
Administration Fee per Volume	One time Admin fee per deposition (listed above)	One time Admin fee per transcription (listed above)
Condensed Transcripts (charge to Parties ordering copy)	Free with original and/or copy purchase	Free with original and/or copy purchase
E-Transcripts	No additional charge with Original. \$50 for parties ordering copy	No additional charge with Original. \$50 for parties ordering copy

Other	In Person	Audio Recording
Administration Fee per Volume	One time Admin fee per deposition (listed above)	One time Admin fee per deposition (listed above)
Exhibits & Tabs per page	\$.40 B&W, \$.75 Color, \$.50 Tabs	\$.40 B&W, \$.75 Color, \$.50 Tabs
Scan & E-mail of Exhibits	\$.10 per page handling/scanning charge	\$.10 per page handling/scanning charge
Video Tapes – standard length, each	Video to DVD/MPeg1 - \$40 per tape plus \$20 Archiving Fee	na
-specify tape length	83 Minutes	
Taking but not transcribing (per hour)	\$50	na
Reporter overtime (after 5:00pm)	\$50 per hour	na
Cancellation Policy:	Appearance fee applied if job is canceled after reporter arrives (\$195)	na
	Cancellation fee for jobs same day or after 5pm for following morning (\$150)	

Other	In Person	Audio Recording
Delivery Fee and Witness Signature Fee	Delivery at cost & if applicable, Obtain Witness Signature \$25	Delivery at cost
Fees for services not listed on this bid will apply if ordered	Fees for services not listed on this bid will apply if ordered	Fees for services not listed on this bid will apply if ordered

Austin, Corpus Christi, San Antonio, Dallas, Houston & Lubbock

Cities interested in submitting bid for: _____