

**Texas Comptroller of Public Accounts
Statewide Procurement Division
FY24 Agency Procurement Plan Template**

Instructions:

Please complete the information below. Submit it with the requested attachments to procurement.plans@cpa.texas.gov by November 30, 2023.

General Information

Agency Name: Second Court of Appeals

Agency Number: 222

Procurement Director Contact Information

Name: Debra Spisak

Phone Number: 817-884-1900

E-mail Address: debra.spisak@txcourts.gov

Purchasing Capacity Assessment

Dollar value of agency delegated purchases for FY23: 67,916.37

Number of purchasing FTEs: .5

Automated purchasing tools used by the agency (if applicable):

○ Texas Comptroller of Public Accounts automated term contract orders (i.e., TX SmartBuy).
<http://www.txsmartbuy.com/>

○ HotelEngine.com is used for hotel bookings for official travel. <https://www.hotelengine.com/>

Please attach the following:

- Copy of agency's purchasing and contract management procedures which include protest procedures developed by the agency.
 - State of Texas Procurement and Contract Management Guide
<https://comptroller.texas.gov/purchasing/publications/procurement-contract.php>
 - The Court's Protest Procedures are included in the Procurement Plan, attached.

- Credit card procedures regarding the issuance and security of payment cards and the use of those cards by the agency's employees.
 - Statewide Travel Charge Card Policy, <https://comptroller.texas.gov/purchasing/programs/travel-management/>
 - Court-specific credit card procedures are included in the Procurement Plan, attached.

- Attach or provide links to any SAO audits of purchasing and contract management functions for FY23-FY24 – N/A
- Attach or provide links to any Comptroller post payment or procurement audits for FY23-FY24 -N/A

Certified Procurement Professionals

Number of certified purchasing FTEs: 0

Number of certified contract management FTEs: 0

Please attach the following:

- Name, title and certification number for each purchasing FTE: N/A
- Name, title and certification number for each contract management FTE: N/A

Training Projections for the Fiscal Year

Number of seats needed for CTCD certification courses for FY24: 0

Number of seats needed for CTCM certification courses for FY24: 0

Delegated Purchasing Assessment

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

Chief Justice Bonnie Sudderth

Please complete the table below with the requested information on your agency’s five delegated purchases anticipated to have the highest expenditure for commodities or services (excluding professional services) not available on an existing contract through CPA or DIR for FY24:

Delegated Purchase	Anticipated Value for FY24	Previous FY Value for same/similar purchase:	Name of current vendor:	Has the agency looked for the item on CPA or DIR contract? (Y/N)
Contract Attorney	\$24,000.00	\$23,000.00	Rachelle Gee	
Library Books	\$12,437.98	\$11,733.92	Thomson Reuters	Y
Contract Attorney	\$24,500.00	\$4,000.00	Lauren Chadwick	

*The Second Court of Appeals has no further significant delegated purchases over the \$10,000 non-competitive dollar limit. All other purchases over this dollar limit are procured using CPA or DIR contracts.



COURT OF APPEALS
SECOND DISTRICT OF TEXAS

CHIEF JUSTICE
BONNIE SUDDERTH

JUSTICES
ELIZABETH KERR
J. WADE BIRDWELL
DABNEY BASSEL
DANA WOMACK
MIKE WALLACH
BRIAN WALKER

TIM CURRY CRIMINAL JUSTICE CENTER
401 W. BELKNAP, SUITE 9000
FORT WORTH, TEXAS 76196-0211

TEL: (817) 884-1900

FAX: (817) 884-1932

www.txcourts.gov/2ndcoa

CLERK
DEBRA SPISAK

CHIEF STAFF ATTORNEY
LISA M. WEST

GENERAL COUNSEL
CLARISSA HODGES

November 30, 2023

Comptroller of Public Accounts

Attn: Procurement Review

P.O. Box 13186

Austin, TX 78711-3186

* DELIVERED VIA E-MAIL *

Re: Updated Procurement Plan of the Second Court of Appeals (222)

Pursuant to Texas Government Code, Title 10, Subtitle D, Section 2155.132, and the State of Texas Procurement and Contract Management Guide, the latest version of the Second Court of Appeals' Procurement Plan is hereby submitted. The court's procurement plan includes samples of forms that may be used by court staff during the procurement process.

If additional information is needed, please call me at (817) 884-1900 ext. 9226.

Sincerely,

A handwritten signature in cursive script that reads "Debra Spisak".

Debra Spisak
Clerk of the Court

Enclosures



**COURT OF APPEALS
SECOND DISTRICT OF TEXAS**

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BONNIE SUDDERTH

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CLERK
DEBRA SPISAK

CHIEF STAFF ATTORNEY
LISA M. WEST

GENERAL COUNSEL
CLARISSA HODGES

PROCUREMENT PLAN

Submitted November 24, 1998

(Updated November 30, 2023)

Prepared By:
Debra Spisak, Clerk of the Court

A. Purpose

Pursuant to the provisions of the Texas Government Code, Title 10, Subtitle D, Section 2155.132, this procurement plan has been developed and adopted by the Second Court of Appeals (the "Court"). The purpose is to reflect the key financial steps in the Court's purchasing process.

B. Procurement Organization Chart

1. Chief Justice (Head of Agency)

- a. Orally approves single purchases over \$5,000
- b. Signature approves single purchases over \$10,000

2. Clerk of the Court (Purchasing Supervisor)

- a. Conducts all types of purchases
- b. Reviews RFP/RFO
- c. Signs purchase orders
- d. Approves and/or authorizes purchase requests from another purchaser

3. Accountant (Primary Purchaser)

- a. Encumbers funds for all purchases
- b. Prepares RFP/RFO
- c. Signs purchase orders
- d. Primary purchaser for single purchases up to \$1,000
- e. May conduct other purchases in Clerk's absence or with authorization from Clerk or Chief Justice
- f. Limited to a single purchase amount of \$10,000

4. General Counsel (Secondary Purchaser)

- a. Back-up purchaser for single purchases up to \$1,000
- b. Signs purchase orders
- c. May conduct other purchases in Clerk's absence or with authorization from Clerk or Chief Justice
- d. Limited to a single purchase amount of \$10,000

C. Procurement Card Internal Procedures

The Court maintains one travel card under the state contract with Citibank. The card is kept in a locked drawer in the Clerk's office. Only the Court's Chief Justice, Clerk, Accountant, and General Counsel have authority to use the travel card, only for hotel expenses. All purchases on the card are verified by the Clerk of the Court or the Accountant prior to payment. It is the Court's policy that all purchasing statutes, procedures, policies, and rules are strictly adhered to.

D. Protest Procedures

1. 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 the Court. Such protest must be in writing and received in the Chief Justice's office within 10 working days after the aggrieved party 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 (3) of this section and shall be resolved in accordance with the procedure set forth in subsections (4) and (5) of this section. Copies of the protest must be mailed or delivered by the protesting party to all other vendors who have submitted bids or proposals for the contract involved.
2. In the event of a timely protest or appeal, the Court shall not proceed further with the solicitation or with the award of the contract unless the Chief Justice determines in writing, after consulting with the Clerk, that the award of the contract is necessary to protect substantial interests of the state.
3. A formal protest must be sworn and must contain the following:
 - a. a specific identification of the statutory or regulatory provision(s) that the action complained of is alleged to have violated;
 - b. a specific description of each act alleged to have violated the statutory or regulatory provision(s) identified in paragraph (a) of this subsection;
 - c. a precise statement of the relative facts;
 - d. an identification of the issue or issues to be resolved;
 - e. argument and authorities in support of the protest; and

- f. a statement that copies of the protest have been mailed or delivered to all vendors who have bid or sent in proposals.
4. The Clerk shall have the authority, prior to appeal to the Chief Justice, to settle and resolve the dispute concerning the solicitation or award of a contract. The Clerk may solicit written responses to the protest from other interested parties.
5. If the protest is not resolved by mutual agreement, the Clerk will issue a written determination on the protest.
 - a. If the Clerk determines that no violation of rules or statutes has occurred, she shall so inform the protesting party and other interested parties by letter setting forth the reasons for the determination.
 - b. If the Clerk determines that a violation of the rules or statutes has occurred in a case in which a contract has not been awarded, she shall so inform the protesting party and other interested parties by letter setting forth the reasons for the determination and the appropriate remedial action.
 - c. If the Clerk determines that a violation of the rules or statutes has occurred in a case in which a contract has been awarded, she shall so inform the protesting party and other interested parties by letter setting forth the reasons for the determination, which may include ordering the contract void.
6. The Clerk's determination on a protest may be appealed by an interested party to the Chief Justice. An appeal of the Clerk's determination must be in writing and must be received in the Chief Justice's office no later than 10 working days after the date of the Clerk's determination. The appeal shall be limited to review of the Chief Justice's determination. Copies of the appeal must be mailed or delivered by the appealing party to other interested parties and must contain an affidavit stating that this action has been taken.
7. The General Counsel shall review the protest, the Clerk's determination, and the appeal and prepare a written opinion with recommendation to the Chief Justice. The Chief Justice shall issue a written decision on the protest, which shall be the final administrative action of the Court.

8. A protest or appeal that is not filed timely will not be considered, unless good cause for delay is shown.

E. Proprietary Justification

The Chief Justice has the sole authority to approve and sign proprietary justification letters. The current Chief Justice is Bonnie Sudderth, with her signature shown below:



Bonnie Sudderth, Chief Justice

F. Agency Membership Fees

The Chief Justice and the Clerk of the Court are each authorized to approve agency membership fees. The current Chief Justice's name and signature appear above under section E, and the current Clerk of Court's name and signature appear under section H.

G. Training and Certification

The purchasing roles and responsibilities are outlined above in the organizational chart.

Basic Texas Purchaser Training:

Debra Spisak, Clerk of the Court
817-884-1900 ext. 9226
Debra.Spisak@txcourts.gov

Clarissa Hodges, General Counsel
817-884-1900 ext. 9227
Clarissa.Hodges@txcourts.gov

Lisa Arnesen, Accountant
817-884-1900 ext. 9228
Lisa.Arnese@txcourts.gov

H. Authorized Purchasers

The purchasing supervisor for the Court is Debra Spisak, Clerk of the Court. The Court's Accountant, Lisa Arnesen, will act as primary purchaser, and the court's General Counsel, Clarissa Hodges, will act as secondary purchaser. Whenever necessary, legal advice regarding a procurement may be obtained from the General Counsel of the Office of Court Administration.

Purchasing Supervisor's Signature:



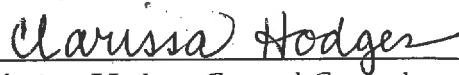
Debra Spisak, Clerk of the Court

Primary Purchaser's Signature:



Lisa Arnesen, Accountant

Secondary Purchaser's Signature:



Clarissa Hodges, General Counsel

I. Invitation to Bid (IFB)

Only on an occasional basis are items purchased requiring the solicitation of informal or formal bids. (The Office of Court Administration makes recommendations, solicits quotes, and carries out all purchasing responsibilities regarding advanced technology equipment, i.e., network servers, workstations, cabling, laptop computers, etc.)

The Court has personalized the generic Texas Comptroller of Public Accounts IFB form so that it reflects the contact person and address of the Court and so that these forms are accessible on a personal computer. The Texas Comptroller's requirements, bidder affirmations, and other appropriate Comptroller information should be included in these forms.

Required specifications, addendums, and additional clauses, such as the technology access clauses, will come in an attached form, when necessary, in accordance with Texas Comptroller purchasing rules.

A copy of the IFB form is attached.

J. Internal Purchasing Procedures

The Court's purchasing procedures are conducted by the purchasing supervisor and the primary and secondary purchasers in accordance with the State of Texas Procurement and Contract Management Guide. The Court does not use an internal automated purchasing system other than Texas Comptroller of Public Accounts automated term contract orders, except for Hotelengine.com for booking hotels. It is the Court's policy that all purchasing statutes, procedures, policies, and rules are strictly adhered to.

K. Conflict of Interest Statements

Conflict of interest statements are signed annually by the purchasing supervisor and the primary and secondary purchasers and are placed in each purchaser's personnel file. All state employees involved in purchasing or in contract management for the Court are required to disclose fully in writing to the Chief Justice any prior relationship that the employee may have with a representative of a private vendor being considered for any contract with the Court or bid for the purchase of goods or services from the private vendor by the Court. To ensure that the public trust is upheld, and the highest professional standards are maintained, as well as to comply with state laws and Texas Comptroller of Public Accounts guidelines, the purchasing supervisor and the primary and secondary purchasers of the Court will have full disclosure forms signed when appropriate.

L. Required Vendor Compliance Verifications

No more than seven (7) days prior to awarding any contracts, purchasing agents of the Court will perform the required vendor compliance verifications listed in the State of Texas Procurement Manual and Contract Management Guide (i.e., debarment check; SAM database and OFAC master list check; Iran, Sudan, & Foreign Terrorist Organization Check; Boycott Israel check; energy company boycott check; warrant/payment hold check; and franchise tax check). A copy of the search data output for each vendor compliance check shall be printed and attached to the purchase order unless the vendor is a member of the Centralized Master Bidders List (CMBL).

M. Priority Purchases

The Second Court of Appeals has no significant delegated purchases over the \$10,000 non-competitive dollar limit other than direct publications that are not available from any other source. Otherwise, all purchases over this dollar limit are procured using CPA or DIR contracts. The three (3) highest priority purchases the court expects to make in fiscal year 2024 are law books, legal resources, and other reference materials.

N. Response to Recommendations from CAT Review

The court will respond to recommendations for delegated solicitation reviews by the Contract Advisory Team (CAT) by written letter explaining the implementation status of the CAT's recommendations. The court will submit a written explanation to the CAT regarding why a specific CAT recommendation is not applicable to the contract under review. These justifications will be kept within the contract file.

**Forms that may be used by the Court
during the procurement process follow this page**



COURT OF APPEALS
SECOND DISTRICT OF TEXAS
INVITATION FOR BIDS

IFB 3/2008

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

AGENCY TO INVOICE
DESTINATION OF GOODS IF DIFFERENT THAN ABOVE

BID OPENING ▶ ## AM/PM ##-##-##

REQUISITION NO. ▶ #####-#####-#

PAGE X OF Y

FAILURE TO SIGN WILL DISQUALIFY BID

AUTHORIZED SIGNATURE

DATE

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

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.

VENDOR ADDRESS AND IDENTIFICATION NUMBER

IF BIDDING, RETURN SEALED BIDS TO:

SECOND COURT OF APPEALS
401 W. BELKNAP, SUITE 9000
FT. WORTH, TX 76196

FAX NUMBER FOR BIDS & ADDENDUMS ONLY:

817-884-1932

Call 817-884-1900 for FAX confirmation (8:00 am - 5:00 pm)

Vendor ID # _____

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

PLEASE ENTER YOUR FEDERAL EIN:

Every vendor MUST have an EIN prior to receiving payment under an awarded contract. This is being required in an effort to minimize identity theft.

For information on obtaining your EIN, you may call the IRS at 800-829-4933 or visit the following web site: <http://www.irs.gov/businesses/>

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

PREFERENCES

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

Check below to claim a preference under 34 TAC Rule 20.38

- Goods produced or offered by a Texas bidder that is owned by a Texas resident service-disabled veteran
- Goods produced in Texas or 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

TEXAS PROCUREMENT AND SUPPORT SERVICES
STANDARD TERMS AND CONDITIONS:
ITEMS BELOW APPLY TO AND BECOME PART OF BID.
ANY EXCEPTIONS THERETO MUST BE IN WRITING.

1. BIDDING REQUIREMENTS:

- 1.01. Bidders must comply with all rules, regulations and statutes relating to purchasing in the State of Texas in addition to the requirements of this form.
- 1.02. Bids should be submitted on this form. Bidders must price per unit shown. Unit prices shall govern in the event of extension errors. If a price quotation is submitted as part of the bid, the quotation must be referenced on the bid document and signed by the bidder to establish formal linkage to the bid.
- 1.03. Bids must be time stamped at Second Court of Appeals (Court) on or before the hour and date specified for the bid opening.
- 1.04. Late and/or unsigned bids will not be considered under any circumstances. Person signing bid must have the authority to bind the firm in a contract.
- 1.05. Quote FOB destination, freight prepaid and allowed unless otherwise stated within the specifications.
- 1.06. Bid prices are requested to be firm for Court acceptance for 30 days from bid opening date. "Discount from list" bids are not acceptable unless requested. Cash discounts are not considered in determining an award. Cash discounts offered will be taken if earned.
- 1.07. Bidder should enter Texas Identification Number System (TINS) number, full firm name and address of bidder on the face of this form. Enter in the space provided, if not shown. Additionally, firm name should appear on each continuation page of a bid, in the block provided in the upper right hand corner.
- 1.08. Bid cannot be altered or amended after opening time. Alterations made before opening time should be initialed by bidder or his authorized agent. No bid can be withdrawn after opening time without approval by the Court based on an acceptable written reason.
- 1.09. Purchases made for Court use are exempt from the State Sales tax and Federal Excise tax. Do not include tax in bid. Excise Tax Exemption Certificates are available upon request.
- 1.10. **AWARD NOTICE:** The Court 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 Court and to reject any and all bid items at the sole discretion of the Court. The Court also reserves the right to accept or reject all or any part of any bid, waive minor technicalities and award the bid to best serve the interests of the Court. Any contract may also be extended up to three months at the sole discretion of the Court.
- 1.11. Consistent and continued tie bidding could cause rejection of bids by the Court and/or investigation for antitrust violations.
- 1.12. The telephone number for FAX submission of bids is 817-884-1932. This is the only number that will be used for the receipt of bids. The Court shall not be responsible for failure of electronic equipment or operator error. Late, illegible, incomplete, or otherwise non-responsive bids will not be considered. Call 817-884-1900 for FAX confirmation.
- 1.13. Inquiries pertaining to this IFB must include the requisition number, class/item codes, and opening date.

2. SPECIFICATION:

- 2.01. Catalogs, brand names or manufacturer's references are descriptive only, and indicate type and quality desired. Bids on brands of like nature and quality will be considered unless advertised under §2155.067, Texas Government Code (Gov't Code). If bidding on other than references, bid should show manufacturer, brand or trade name, and other description of product offered. If other than brand(s) specified is offered, illustrations and complete description of product offered are requested to be made part of the bid. Failure to take exception to specifications or reference data will require bidder to furnish specified brand names, numbers, etc.
- 2.02. Unless otherwise specified, items shall be new and unused and of current production.
- 2.03. All electrical items must meet all applicable OSHA standards and regulations, and bear the appropriate listing from UL, FMRC or NEMA.
- 2.04. Samples, when requested, must be furnished free of expense to the Court. If not destroyed in examination, they will be returned to the bidder, on request, at bidder's expense. Each sample should be marked with bidder's name and address, and requisition number. Do not enclose in or attach bid to sample.
- 2.05. The Court will not be bound by any oral statement or representation contrary to the written specifications of this Invitation for Bids (IFB).
- 2.06. Manufacturer's standard warranty shall apply unless otherwise stated in the IFB.

3. TIE BIDS:

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

4. DELIVERY:

- 4.01. Show number of days required to place material in receiving agency's designated location under normal conditions. Delivery days mean calendar days, unless otherwise specified. Failure to state delivery time obligates bidder to deliver in 14 calendar days. Unrealistic delivery promises may cause bid to be disregarded.
- 4.02. If delay is foreseen, bidder shall give written notice to the Court and the ordering agency. Bidder must keep the Court and ordering agency advised at all times of status of order.
- 4.03. Default in promised delivery (without accepted reasons) or failure to meet specifications authorizes the Court 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 Court.
- 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 Court. Authorized Court 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 Court'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 Tarrant 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 Court 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 Court and State from claims involving infringement or violation of patents, trademarks, copyrights, trade secrets, or other proprietary rights, arising out of the Court'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 Court any and all claims for overcharges associated with this contract arising under the antitrust laws of the United States 15 U.S.C.A. §1, *et seq.*, and the antitrust laws of the State of Texas, Tex. Bus. & Comm. Code §15.01, *et seq.*

10. BIDDER AFFIRMATIONS:

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

- 10.01. The bidder has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the submitted bid.
- 10.02. Pursuant to 15 U.S.C. §1, *et seq.* and Tex. Bus. & Comm. Code §15.01, *et seq.* neither the bidder nor the firm, corporation, partnership, or institution represented by the bidder, or anyone acting for such a firm, corporation or institution has violated the antitrust laws of this state, federal antitrust laws, nor communicated directly or indirectly the bid made to any competitor or any other person engaged in such line of business.
- 10.03. Pursuant to §2155.004, Gov't Code, neither the bidder nor any person or entity which will participate financially in any contract resulting from this IFB has received compensation for participation in the preparation of the specifications for this IFB.
- 10.04. Pursuant to §231.006(d), Texas Family Code, regarding child support, the bidder certifies that the individual or business entity named in this bid is not ineligible to receive the specified payment and acknowledges that the contract may be terminated and payment may be withheld if this certification is inaccurate. Furthermore, any bidder subject to §231.006, Gov't Code, must include names and Social Security numbers of each person with at least 25% ownership of the business entity submitting the bid. This information must be provided prior to award. Enter the Name & Social Security Numbers for each person below:

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

- 10.05. Under §2155.004, Gov't Code, the bidder certifies that the individual or business entity named in this bid or any contract resulting from this IFB is not ineligible to receive the specified contract and acknowledges that the contract may be terminated and payment withheld if this certification is inaccurate. §2155.004 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 Court under §§403.055, 403.0551, 2252.903, Gov't Code and other applicable laws and regulations regarding satisfaction of debts or delinquencies to the State of Texas.
- 10.07. Pursuant to §669.003, Gov't Code, Court may not enter into a contract with a person who employs a current or former executive head of the Court until four years has passed since that person was the executive head of the Court. By submitting a bid, the bidder certifies that it does not employ any person who was the executive head of the Court in the past four years. If bidder does employ a person who was the executive head of the Court, provide the following information:
 Name of Former Executive: _____
 Name of State Agency: _____
 Date of Separation from State Agency: _____
 Position with Bidder: _____
 Date of Employment with Bidder: _____
- 10.08. In accordance with §2155.4441, Gov't Code, bidder agrees that during the performance of a contract for services it shall purchase products and materials produced in Texas when they are available at a price and time comparable to products and materials produced outside this state.
- 10.09. Bidder certifies that the bidding entity and its principals are eligible to participate in this transaction and have not been subjected to suspension, debarment, or similar ineligibility determined by any federal, state or local governmental entity and that bidder is in compliance with the State of Texas statutes and rules relating to procurement and that bidder is not listed on the federal government's terrorism watch list as described in Executive Order 13224. Entities ineligible for federal procurement are listed at <http://www.epls.gov>

- 10.10. Sections 2155.006 and 2261.053, Gov't Code, prohibit state agencies from awarding contracts to any person who, in the past five years, has been convicted of violating a federal law or assessed a penalty in connection with a contract involving relief for Hurricane Rita, Hurricane Katrina, or any other disaster, as defined by §418.004, Gov't Code, occurring after September 24, 2005. Under §2155.006, Gov't Code, bidder certifies that the individual or business entity named in its bid is not ineligible to receive a contract and acknowledges that any contract resulting from this IFB may be terminated and payment withheld if this certification is inaccurate.
- 10.11. Bidder represents and warrants that payment to the bidder and the bidder's receipt of appropriated or other funds under any contract resulting from this IFB are not prohibited by §556.005 or §556.008, Gov't Code, relating to the prohibition of using state funds for lobbying activities.
- 10.12. Bidder represents and warrants that it has no actual or potential conflicts of interest in providing the requested items to Court under the IFB and any resulting contract, if any, and that bidder's provision of the requested items under the IFB and any resulting contract, if any, would not reasonably create an appearance of impropriety.
- 11. NOTE TO BIDDER:**
If bidder takes any exceptions to any provisions of the IFB, these exceptions must be specifically and clearly identified by section in bidder's bid in response to the IFB and bidder's proposed alternative must also be provided in the bid. Bidders cannot take a 'blanket exception' to the entire IFB. If any bidder takes a 'blanket exception' to the entire IFB or does not provide proposed alternative language, the bidder's bid may be disqualified from further consideration.
- 12. PROTEST PROCEDURES:**
Any actual or prospective bidder who is aggrieved in connection with this IFB, evaluation, or award of any contract resulting from this IFB may formally protest as provided in Court's Procurement Plan.
- 13. DISPUTE RESOLUTION:**
The dispute resolution process provided for in Chapter 2260, Gov't Code must be used by the Court and the bidder to attempt to resolve any dispute arising under any contract resulting from this IFB.
- 14. NON-APPROPRIATION OF FUNDS:**
Any contract resulting from this IFB is subject to termination or cancellation, without penalty to Court, either in whole or in part, subject to the availability of state funds. Court's appropriations are subject to actions of the Texas Legislature. If Court becomes subject to a legislative change, revocation of statutory authority, or lack of appropriated funds which would render Court's or bidder's delivery or performance under the contract impossible or unnecessary, the contract will be terminated or cancelled and be deemed null and void. In the event of a termination or cancellation under this Section, Court will not be liable to bidder for any damages, which are caused or associated with such termination, or cancellation and Court will not be required to give prior notice.
- 15. RULES OF JUDICIAL ADMINISTRATION:**
Notwithstanding any provisions of this IFB to the contrary, bidder understands that Court will comply with Rule 12 of the Rules of Judicial Administration, as interpreted by judicial opinions and opinions of the Attorney General of the State of Texas. Information, documentation, and other material in connection with this solicitation or any resulting contract may be subject to public disclosure pursuant to Rule 12. Within three (3) days of receipt, bidder will refer to Court any third party requests, received directly by bidder, for information to which bidder has access as a result of or in the course of performance under any contract resulting from this IFB. Any part of the solicitation response that is of a confidential or proprietary nature must be clearly and prominently marked as such by the bidder.
- 16. CONFLICT OF INTEREST:**
A Court 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 bidders who interact with public purchasers in the conduct of state business, and with any opinions of or rules adopted by the Texas Ethics Commission. Entities who are interested in seeking business opportunities with the State must be mindful of these restrictions when interacting with public purchasers of Court or purchasers of other state agencies.
- 17. FORCE MAJEURE:**
Neither bidder nor Court 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 Court. The Court shall not be responsible for withholding taxes from payments made under any contract resulting from this IFB. Bidder shall have no claim against the Court 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 COURT, 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 COURT. THIS SECTION IS NOT INTENDED TO AND SHALL NOT BE CONSTRUED TO REQUIRE BIDDER TO INDEMNIFY OR HOLD HARMLESS THE STATE OR COURT FOR ANY CLAIMS OR LIABILITIES RESULTING FROM THE NEGLIGENT ACTS OR OMISSIONS OF COURT OR ITS EMPLOYEES.

20. **RIGHT TO AUDIT:**

In addition to and without limitation on the other audit provisions of this IFB, pursuant to §2262.154, 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 Court to comply with any rules and procedures of the state auditor in the implementation and enforcement of §2262.154, 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.



INVITATION FOR BIDS
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VENDOR VENDOR ID # ###-###-###-###-### (VENDOR NAME)

ITEM NO.	CLASS & ITEM	DESCRIPTION	QUANTITY	UNIT	MAKE/MODEL	UNIT PRICE	EXTENSION
	(BID TEXT ENTRY HERE)						