THIRTEENTH COURT OF APPEALS

PROCUREMENT PROCEDURE

Purpose:

State of Texas employees involved in the procurement of goods and services have a responsibility to uphold Texas procurement laws and to serve the best interests of the state. This responsibility requires a thorough knowledge of the Tex. Gov't Code, Title 10, Subtitle D and Texas Administrative Code (TAC), Title 34, Part 1 as well as the procedures in the State of Texas Procurement Manual.

This procurement procedure has been developed pursuant to the provisions of the Tex. Gov't Code, Title 10, Subtitle D, and Section 2155.132. It is also designed to: (1) identify the primary roles of key staff in the procurement process. (2) reflect the level of purchasing certification, and (3) the related level of training to be attained/maintained by them.

A. Procurement Organization Chart

Chief Justice

1. Approves all Purchase Orders

Accountant
(Primary Purchaser)

1. Conducts all types of Purchases.
2. Prepares Purchase Orders and retains pricing information.
3. Signs Purchase Orders
4. Verifies receipt and condition of merchandise received.
5. Forwards all Purchase Orders and documentation to Accountant within five
   (5) business days of receipt of merchandise
6. The Clerk of the Court may perform this duty in the absence of Accountant

Accountant

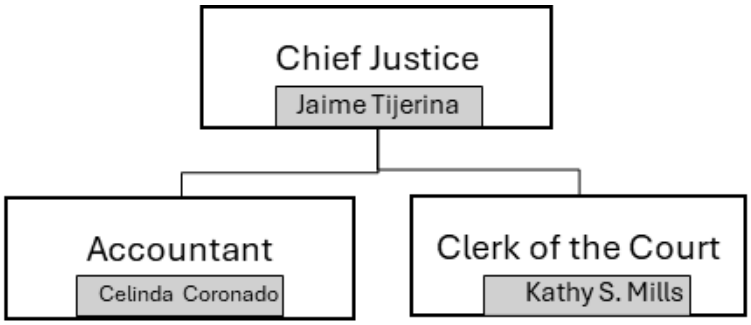
1. Encumbers funds for purchases in CAPPS
2. Retains supporting documentation and pricing information for all expenditures
3. Verifies proper billing and payment amounts
4. Reviews all invoices before scheduling payments
5. Enters payment information into the CAPPS system
6. Releases payments in a timely manner

B. Authorized Purchasers

The primary purchasers for the Court is the Accountant (Purchaser). The accountant is authorized to purchase office supplies. All purchases are done by the accountant. The Clerk may be designated by the Court to perform the Purchaser's duties hereunder whenever the Purchaser is absent. The Purchaser has the primary responsibility to determine that each purchase is made in conformity with State Law, regulations, and this policy. The Purchaser also prepares Purchase Orders, is the direct contact person with vendors of goods and services and verifies that goods purchased are received in the quantities ordered and in good condition by stamping "Received", providing the date the goods or services were received, and providing the signature of the person accepting the goods or services on the Purchase Order or Invoice. Thereafter, the Purchaser forwards all Purchase Orders or Invoices and any supporting documentation to the accountant within five (5) business days. Whenever necessary, legal advice regarding procurement may be obtained from the General Counsel of the Office of Court Administration.

C. Organizational Chart

ORGANIZATIONAL CHART OF THE PURCHASING DEPARTMENT



D. Authorization Required

Each and every purchase of goods and/or services must be by Purchase Order approved by the Chief Justice. A Purchase Order must be fully signed and approved as herein required before the purchase contemplated thereby is communicated to the vendor. No amount may be paid in excess of the Purchase Order amount, unless the Purchase Order is amended due to the vendor providing a new benefit, i.e. consideration, to the Court. An Authorized Signature List is attached as Exhibit A.

E. Training and Certification

It is this Court's determination that the Basic Level of Certification is sufficient to meet the purchasing needs of the Court. No higher level of certification is required for the Court. It is a requirement that Purchasers receive Basic Certification in order to be able to perform purchasing functions.

F. Internal Purchasing Procedures

The Court will not solicit bids for purchases under $5,000. All spot purchases made by the purchasing agents of the Thirteenth Court of Appeals are reviewed and approved by the Chief Justice prior to issuing a purchase order.

G. Payment Processing

Invoices are opened by the accountant and stamped with a "received" date. The accountant pulls the Purchase Order and verifies information against the invoice in order to process payment.

Upon receipt of an invoice, the accountant:

1. Reviews to determine if the terms include a discount.
    i. If the Accountant determines that the discount is beneficial to the State, it processes the invoice promptly.
    ii. If the Accountant determines that scheduling the payment is the better option, a detailed explanation or a cost benefit analysis in the supporting documentation will be provided by the accountant.
2. Reviews to ensure the vendor has not assessed a late payment penalty and that the Court does not pay a penalty to the vendor.
    i. In the case that a late payment penalty is paid by the Court, the Accountant should seek a refund of the penalty from the vendor.
3. Checks to ensure that prior payment has not already been processed.

The accountant will enter payment information for processing in CAPPS, ensure that payments are released in a timely manner to avoid incurring interest liabilities, and ensure that if interest is due, it is paid correctly to the vendors.

The accountant will receive the warrant and check it against the warrant register. The warrant register is then "received" stamped and initialed by the accountant. If payment is direct deposit or ITV, the USAS reports are printed by the accountant.

The accountant will compare warrant information or direct deposit/ITV against the Purchase Order and payment is mailed to the vendor.

The accountant will file the documentation by fiscal year and expenditure code in the Accountant's office.

H. Invitation for Bid (IFB)

Only on 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 generic invitation for bid (IFB) form issued by the Texas Comptroller of Public Accounts will be used by the Thirteenth Court of Appeals for all purchases which require formal IFB. Additional clauses such as technology access clause, amendments, extension, funding out, excess obligations, price escalation, usage and authorized relief from performance clause will be in an attached form when necessary. An IBF form is attached as Exhibit B.

I. Excluded Persons List System (EPLS)

Prior to awarding any contracts, purchasing agents of the Thirteenth Court of Appeals will check the list of vendors excluded from doing business at the federal Excluded Persons List System (EPLS). No contract should be awarded to any person/entity found on the EPLS system, pursuant to the Texas Government Code, Section 2155.077 and the Texas Administrative Code, Title 1, Part 5, Chapter 113, Subchapter F, Rule 113.102(d)(8) and in compliance with Executive Order 13224 (Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit, or Support Terrorism), dated September 23, 2001 as implemented by 31CFR, Parts 500 through 599.

A printed copy of the search results will be attached to the purchase order and become a permanent part of the procurement file for the vendor.

J. Catalog Purchasing

The Thirteenth Court of Appeals will not solicit bids for catalog purchases under $5,000.

K. Proprietary Justification

The Chief Justice, as the presiding officer of the Court's governing body, has the sole authority to approve and sign justification letters for Proprietary Procurement under Texas Government Code Section 2155.067.

L. Membership Fees and Dues

The Chief Justice, as the administrative head of the Court, has the sole authority under Texas Government Code Section 2113.104 to review and approve the expenditure of appropriated funds for membership fees and dues for professional organizations.

M. Internal Procedures for Automated Purchases

The Thirteenth Court of Appeals does not have or use an internal automated purchasing system.

N. Protest Procedures

Any actual or prospective bidder or contractor who is aggrieved in connection with the solicitation, evaluation, or award of a contract may formally protest to the Thirteenth Court of Appeals.

1. Such protests must be in writing and received in the Clerk's office within five (5) working days after such aggrieved person knows, or should have known, of the occurrence of the action which is protested. Formal protests much 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 the other interested parties. For the purposes of this section, "interested parties" means all 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, after consultation with the Clerk of the Court (Clerk) makes a written determination that the award of contract without delay is necessary to protect substantial interests of the State.
3. A formal protest must be sworn and must contain:
    i. A specific identification of the statutory or regulatory provision(s) that the action complained of is alleged to have violated;
    ii. A specific description of each act alleged to have violated the statutory or regulatory provision(s) identified in paragraph (a) of this subsection;
    iii. A precise statement of the relevant facts;
    iv. An identification of the issues to be resolved;
    v. Argument and authorities in support of the protest; and

vi. A statement that copies of the protest have been mailed or delivered to the identifiable interested parties.

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 the other interested parties.
5. If the protest is not resolved by mutual agreement, the Clerk will issue a written determination on the protest.
    i. If the Clerk 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.
    ii. If the Clerk 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.
    iii. If the Clerk determines that a violation of the rules has occurred where a contract has been awarded, he or she shall so inform the protesting party and other interested parties by letter which sets for the reasons for the determination and the appropriate remedial action, which may include ordering the contract void.
6. The Clerk's determination on a protest may be appealed by the protesting 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 seven (7) 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 the other interested parties and the appeal must contain an affidavit that such copies have been provided.
7. The Chief Justice shall review the protest, the response to the protest, if any, the Clerk's determination, the appeal, and the response to the appeal, if any, and issue a written decision on the appeal, which shall be the final administrative action. An appeal not ruled on by the Chief Justice within 45 days after the date it is filed, or if a response is requested 60 days of the date the appeal was filed, is deemed denied without further notice at the expiration of the applicable 45- or 60-day time period.
8. A protest of appeal that is not filed timely will not be considered unless good cause for delay is shown, but no protest or appeal will be considered unless filed within 25 days of the applicable deadline.

O. Legislative Mandate(s)

All state employees working on a contract are required to fully disclose in writing, any prior relationships s/he may have with a representative of an organization being considered for the contract to the executive director (Chief Justice) of their 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 primary purchasers of the Thirteenth Court of Appeals will have full disclosure forms signed when appropriate.

P. Conflict of Interest

All purchasers must adhere to the following ethical standards:

A state employee may not:

- Participate in work on a contract by acting as an employee through decision, approval, disapproval, recommendation, giving advice, investigation or similar action knowing that the employee, or member of their immediate family has an actual or potential financial interest in the contract, including prospective employment.
- solicit or accept anything of value from an actual or potential vendor.
- be employed by, or agree to work for, a vendor or potential vendor.
- knowingly disclose confidential information for personal gain; or
- be employed at a pay classification of an A 17 or B 9, Step 1 or higher if the spouse of an officer, manager, or paid consultant of a Texas trade association of businesses that contracts with the state.

A former employee:
A former employee who had a pay classification of A 17 or B 9, Step 1 or higher who ceases service or employment with a state agency on or after January 1, 1992, may not represent any person or receive compensation for services rendered on behalf of any person regarding a particular matter (a specific investigation, application, request for a ruling or determination, rulemaking proceeding, contract, claim, charge or other proceeding, contract, claim, charge or other proceeding) in which the former employee participated during the period of employment, either through personal involvement or because the case or proceeding was a matter within the employee's official responsibility.

A vendor or potential vendor may not:

- offer, give, or agree to give an employee anything of value; or

If a violation occurs:

When an actual or potential violation of any of these standards is discovered, the person involved shall promptly file a written statement concerning the matter with an appropriate supervisor. The person may also request written instructions and disposition of the matter. If an actual violation occurs or is not disclosed and remedied, the employee involved may be reprimanded, suspended, or dismissed. The vendor or potential vendor may be barred from receiving future contracts and/or have an existing contract canceled. Purchasing professionals have the right under law to have any ethics question reviewed and decided by the State Ethics Commission. If you wish to learn whether a specific action violates the ethics rules, please contact the State Ethics Commission, 1101 Camino La Costa, Austin, Texas 78752 or call them at (512) 463-5800 or 1-800- 325-8506 for outside of Austin.

All Purchasers must sign a Conflict-of-Interest statement each year. One copy of the signed statement will be given to the employee, one copy will be filed in the employee's personnel file.

Q. Procurement Card Program

The Thirteenth Court of Appeals maintains two cards under the state contract with Citibank. We have one card in the Edinburg office in the accountant's office under lock and key. The other card is in the Corpus Christi office in the the Clerk of the Court's office under lock and key. All purchases must be approved by the Chief Justice or by the Clerk of the Court prior to payment.

It is the policy of the Court of Appeals that all purchasing statutes, procedures, policies, and rules are strictly adhered to.

TEXAS COMPTROLLER OF PUBLIC ACCOUNTS
INVITATION FOR BIDS
Thirteenth Court of Appeals

IFB 3/2008

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

BID OPENING ▸ ## AM/PM ##-##-##

REQUISITION NO. ▸ #####-#-#####-#

PAGE X OF Y

☐ 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).

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.

IF BIDDING, RETURN SEALED BIDS TO:
TEXAS COMPTROLLER OF PUBLIC ACCOUNTS
P.O. BOX 13186, AUSTIN, TX 78711-3186
OR HAND DELIVER TO: ROOM 100, 1st FLOOR
(8:00 am - 5:00 pm)
OR OVERNIGHT/EXPRESS MAIL TO:
Room 174-A (CPA Mailroom, N.E. Back Dock)
(7:45 am - 4:45 pm)
1711 SAN JACINTO BLVD. AUSTIN, TX 78701

FAX NUMBER FOR **BIDS & ADDENDUMS** ONLY:
512-463-1400
Call 512-463-3377 for FAX confirmation (8:00 am - 5:00 pm)

☐☐VENDOR ADDRESS AND IDENTIFICATION NUMBER

Vendor ID # _____

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

PLEASE ENTER YOUR FEDERAL EIN: ☐☐☐☐☐☐☐☐☐

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

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

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

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

Check below to claim a preference under 34 TAC Rule 20.38

□ 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

Exhibit A

Authorized Signature List

Signatures authorized to approve or sign a proprietary letter:

Jaime Tijerina
Chief Justice

Signatures authorized to approve payroll and payments in CAPPS:

Jaime Tijerina
Chief Justice

Kathy Mills
Court of the Clerk

Signatures authorized to approve agency membership fees:

Jaime Tijerina
Chief Justice

Kathy Mills
Clerk of the Court

Celinda Coronado
Accountant

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 Texas Comptroller of Public Accounts (CPA) 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 CPA 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 CPA based on an acceptable written reason.

1.09. Purchases made for State use are exempt from the State Sales tax and Federal Excise tax. Do not include tax in bid. Excise Tax Exemption Certificates are available upon request.

1.10. **AWARD NOTICE:** The State reserves the right to make an award on the basis of low line-item bid, low total of line items, or in any other combination that will serve the best interest of the State and to reject any and all bid items at the sole discretion of the State. The State also reserves the right to accept or reject all or any part of any bid, waive minor technicalities and award the bid to best serve the interests of the State. Any contract may also be extended up to three months at the sole discretion of the State.

1.11. Consistent and continued tie bidding could cause rejection of bids by the CPA and/or investigation for antitrust violations.

1.12. The telephone number for FAX submission of bids is 1-512-463-1400. This is the only number that will be used for the receipt of bids. The State shall not be responsible for failure of electronic equipment or operator error. Late, illegible, incomplete, or otherwise non-responsive bids will not be considered. Call 512-463-3377 for FAX confirmation.

1.13. Inquiries pertaining to this IFB must include the requisition number, class/item codes, and opening date.

2. SPECIFICATION:

2.01. Catalogs, brand names or manufacturer's references are descriptive only, and indicate type and quality desired. Bids on brands of like nature and quality will be considered unless advertised under §2155.067, Texas Government Code (Gov't Code). If bidding on other than references, bid should show manufacturer, brand or trade name, and other description of product offered. If other than brand(s) specified is offered, illustrations and complete description of product offered are requested to be made part of the bid. Failure to take exception to specifications or reference data will require bidder to furnish specified brand names, numbers, etc.

2.02. Unless otherwise specified, items shall be new and unused and of current production.

2.03. All electrical items must meet all applicable OSHA standards and regulations, and bear the appropriate listing from UL, FMRC or NEMA.

2.04. Samples, when requested, must be furnished free of expense to the State. If not destroyed in examination, they will be returned to the bidder, on request, at bidder's expense. Each sample should be marked with bidder's name and address, and requisition number. Do not enclose in or attach bid to sample.

2.05. The State will not be bound by any oral statement or representation contrary to the written specifications of this Invitation for Bids (IFB).

2.06. Manufacturer's standard warranty shall apply unless otherwise stated in the IFB.

3. TIE BIDS:

Awards will be made in accordance with 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 CPA and the ordering agency. Bidder must keep the CPA 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 CPA 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 CPA.

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 CPA 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 CPA and State from claims involving infringement or violation of patents, trademarks, copyrights, trade secrets, or other proprietary rights, arising out of the CPA'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:	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 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 §669.003, Gov't Code, CPA may not enter into a contract with a person who employs a current or former executive head of the CPA until four years has passed since that person was the executive head of the CPA. By submitting a bid, the bidder certifies that it does not employ any person who was the executive head of the CPA in the past four years. If bidder does employ a person who was the executive head of the CPA, 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 CPA 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 CPA's rules at 34 TAC Rule 20.384.

13. DISPUTE RESOLUTION:

The dispute resolution process provided for in Chapter 2260, Gov't Code must be used by the CPA and the bidder to attempt to resolve any dispute arising under any contract resulting from this IFB.

14. NON-APPROPRIATION OF FUNDS:

Any contract resulting from this IFB is subject to termination or cancellation, without penalty to CPA, either in whole or in part, subject to the availability of state funds. CPA is a state agency whose authority and appropriations are subject to actions of the Texas Legislature. If CPA becomes subject to a legislative change, revocation of statutory authority, or lack of appropriated funds which would render CPA'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, CPA will not be liable to bidder for any damages, which are caused or associated with such termination, or cancellation and CPA will not be required to give prior notice.

15. TEXAS PUBLIC INFORMATION ACT:

Notwithstanding any provisions of this IFB to the contrary, bidder understands that CPA will comply with the Texas Public Information Act (Chapter 552, Gov't Code) as interpreted by judicial opinions and opinions of the Attorney General of the State of Texas. Information, documentation, and other material in connection with this solicitation or any resulting contract may be subject to public disclosure pursuant to the Texas Public Information Act. Within three (3) days of receipt, bidder will refer to CPA any third-party requests, received directly by bidder, for information to which bidder has access as a result of or in the course of performance under any contract resulting from this IFB. Any part of the solicitation response that is of a confidential or proprietary nature must be clearly and prominently marked as such by the bidder.

16. CONFLICT OF INTEREST:

Under §2155.003, Gov't Code, a CPA employee may not have an interest in, or in any manner be connected with a contract or bid for a purchase of goods or services by an agency of the state; or in any manner, including by rebate or gift, accept or receive from a person to whom a contract may be awarded, directly or indirectly, anything of value or a promise, obligation, or contract for future reward or compensation. Any individual who interacts with public purchasers in any capacity is required to adhere to the guidelines established in 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 CPA or purchasers of other state agencies.

17. FORCE MAJEURE:

Neither bidder nor CPA 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 CPAS. The CPA shall not be responsible for withholding taxes from payments made under any contract resulting from this IFB. Bidder shall have no claim against the CPA 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 CPA, 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 CPA. THIS SECTION IS NOT INTENDED TO AND SHALL NOT BE CONSTRUED TO REQUIRE BIDDER TO INDEMNIFY OR HOLD HARMLESS THE STATE OR CPA FOR ANY CLAIMS OR LIABILITIES RESULTING FROM THE NEGLIGENT ACTS OR OMISSIONS OF CPA 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 CPA 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.

Exhibit C

CONFLICT OF INTEREST
TEXAS GOVERNMENT CODE TITLE 10 SUBTITLE D
SECTION 2155.003

Purchasing staff may not have an interest in, or in any manner be connected with a contract or bit 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 of future reward of 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 interest in seeking business opportunities with the State much 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.

Celeste Conrado
Employee Signature

11/24/25
Date

Celeste Conrado
Printed Name

cc: Personnel File
Supervisor's File

Exhibit C

CONFLICT OF INTEREST
TEXAS GOVERNMENT CODE TITLE 10 SUBTITLE D
SECTION 2155.003

Purchasing staff may not have an interest in, or in any manner be connected with a contract or bit 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 of future reward of 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 interest in seeking business opportunities with the State much 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

11/24/2025
Date

Katy S Mills
Printed Name

cc: Personnel File
Supervisor's File

Thirteenth Court of Appeals
Procedure for Processing Purchase Transactions

Steps:

1. Purchaser (accountant) prepares purchase requisition/purchase order and retains pricing information.
2. The purchase requisition/purchase order is forwarded to the Chief Justice for approval.
3. Upon approval of the purchase requisition/purchase order, the purchaser places order with vendor.
4. Upon receipt of merchandise, the purchaser verifies that goods purchased are received in the quantities ordered and in good condition and stamps "received" on the purchase requisition/purchase order.
5. Accountant reviews all documentation within five business days of receipt of merchandise.
6. Accountant processes payment.

Thirteenth Court of Appeals
Procedure for Processing Travel Vouchers

Steps:

1. Travel voucher (Form 73-174) is completed by accountant within five days of travel.
2. Claimant must submit all required receipts to accountant.
3. Claimant must sign travel voucher and then submit to supervisor.
4. Supervisor must sign travel voucher and then submit voucher to accountant for approval and payment.

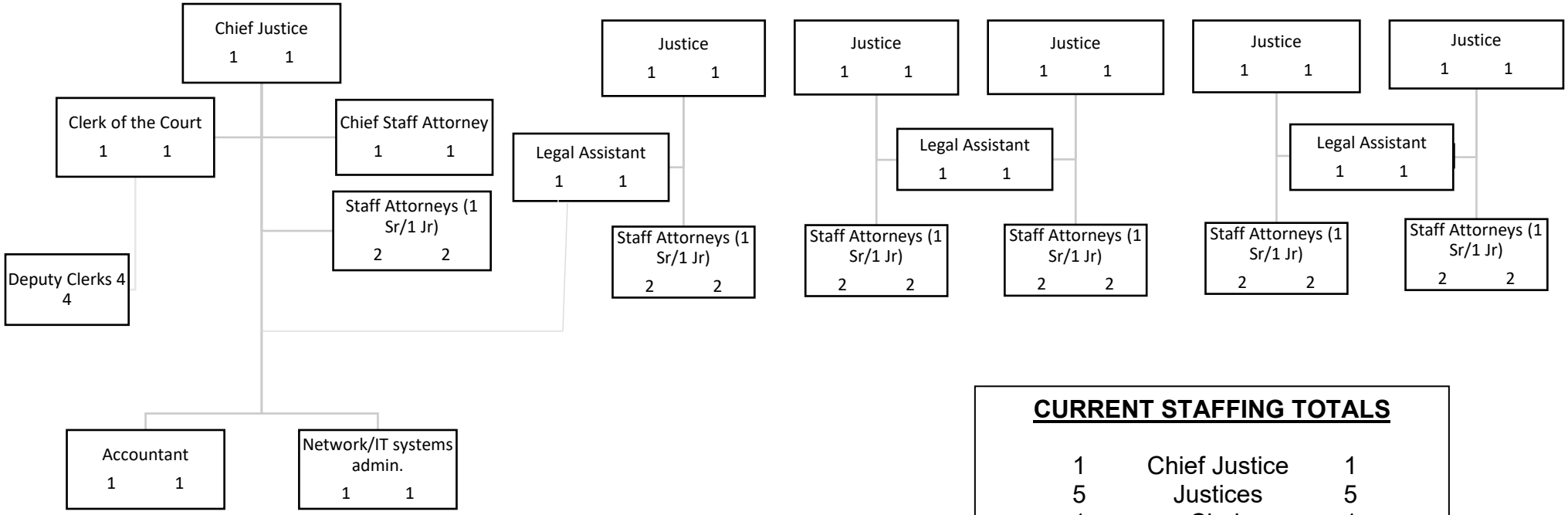
Thirteenth Court of Appeals
Procedure for Processing Payroll

Steps:

1. Accountant follows payroll steps in CAPPS.
2. Once SPRS Audit Report shows document passes balancing and funding check, email is sent to Clerk to release the document.
3. Clerk releases payroll in SPRS.
4. The next business day the accountant will run the TX document history and ensure that payroll has been accepted in USAS.

THIRTEENTH COURT OF APPEALS

Current Organizational Structure



CURRENT STAFFING TOTALS

1	Chief Justice	1
5	Justices	5
1	Clerk	1
1	Chief Staff Atty	1
6	Senior Staff Atty	6
6	Junior Staff Atty	6
4	Deputy Clerks	4
3	Legal Assistants	3
1	Accountant/BMgr	1
1	IT/Ntwk Admin.	1