FOURTH COURT OF APPEALS

AGENCY#224

REBECA C. MARTINEZ
CHIEF JUSTICE

PROCUREMENT PLAN
NOVEMBER 30, 2026

CAITLIN A. MCCAMISH, CLERK OF THE COURT

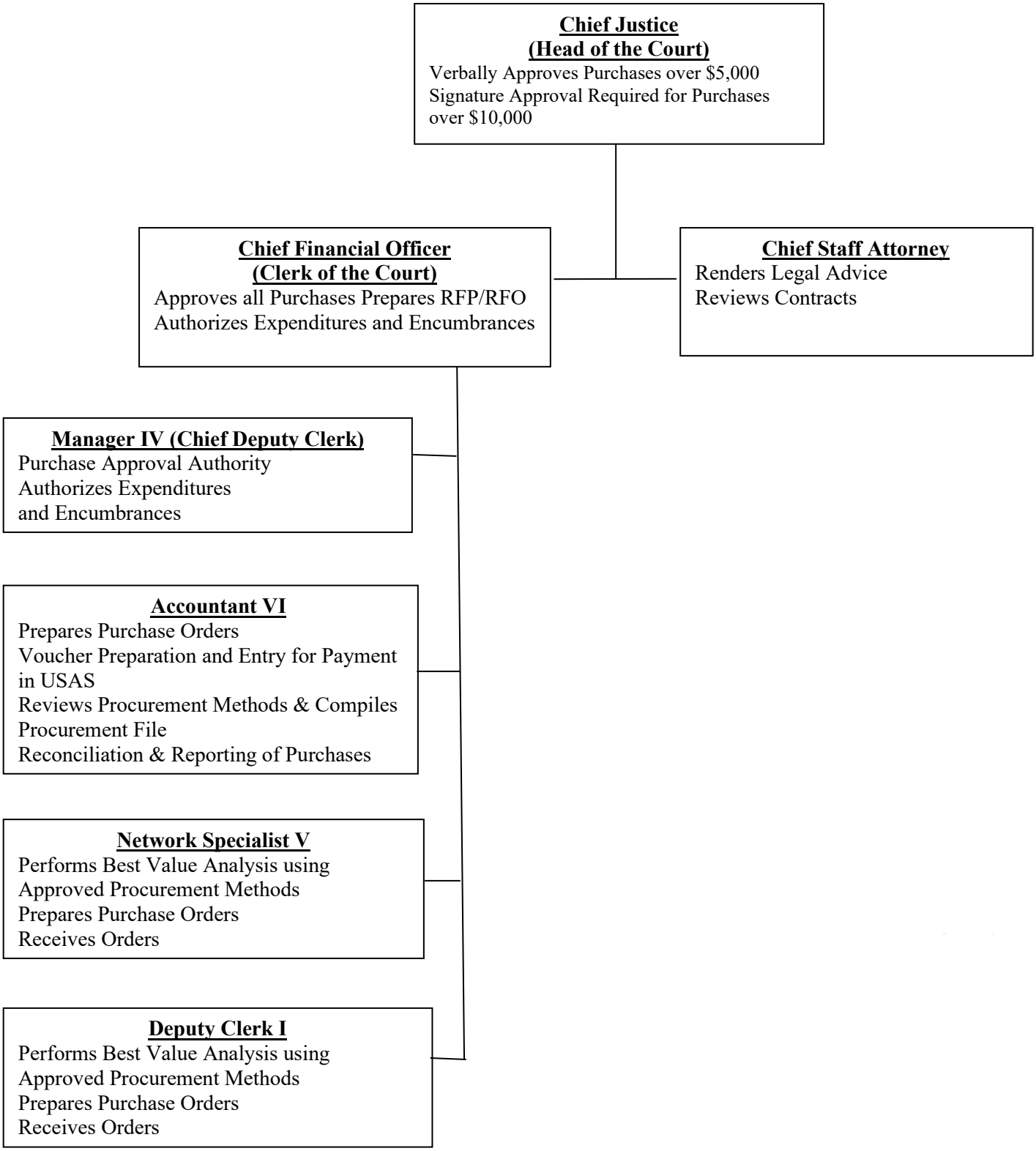
CADENA-REEVES JUSTICE CENTER
300 DOLOROSA, SUITE 3200
SAN ANTONIO, TX 78205
(210) 335-2635 • FAX (210) 335-2762

Purpose

Pursuant to the provisions of the Texas Government Code, Title 10, Subtitle D, Section 2155.132, this procurement plan has been developed. It is designed to reflect the key financial steps in the procurement process. It is also designed to identify the primary roles of key staff, both financial and legal counsel, in the procurement process as well as the levels of purchasing certification and related purchasing training to be attained by this key staff.

1. Purchasing Organizational Chart

Fourth Court of Appeals District November 2026



2. Procurement Card Internal Procedures

The Fourth Court of Appeals maintains four cards under the state contract with U.S. Bank. Three travel cards and one procurement card are set up under a Central Billed account. Cards are kept in a lockbox in the accountant's office. When an employee requires use of one of the cards, an entry is made in the Travel & Procurement Card log. When the card is returned, the log is updated. All purchases must be approved by the clerk of the court or chief deputy clerk prior to payment.

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

3. Protest Procedures

Any actual or prospective bidder, offeror, or contractor who feels they have been aggrieved in connection with the solicitation, evaluation, or award of a contract may formally protest. Such protests must be in writing and received in the Chief Justice's office within 5 working days after such person knows, or should have known, of the occurrence of the action which is protested. Formal protests must conform to the requirements of this section and shall be resolved in accordance with the procedure set forth below. Copies of the protest must be mailed or delivered by the protesting party to the other interested parties. For the purposes of this section, "interested parties" mean all vendors who have submitted bids or proposals for the contract involved.

In the event of a timely protest or appeal under this section, the Court will 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 (hereafter "Clerk"), makes a written determination that the award of contract without delay is necessary to protect substantial interests of the state.

A formal protest must be sworn and must contain:

a) a specific identification of the statutory or regulatory provision 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 identified in paragraph (a) of this subsection;
c) a precise statement of the relevant facts;
d) an identification of the 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 the identifiable interested parties.

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.

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, he or she shall so inform the protesting party and other interested parties by letter which sets forth the reasons for the determination.

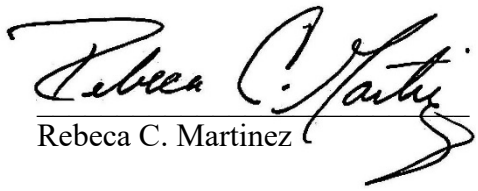
(b) If the Clerk determines that a violation of the rules or statutes has occurred in a case where a contract has not been awarded, he or she shall so inform the protesting party and other interested parties by letter which sets forth the reasons for the determination and the appropriate remedial action.

The Clerk of the Court's determination on a protest may be appealed by an interested party to the Chief Justice. An appeal of the Clerk of the Court'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 of the Court's determination. The appeal shall be limited to review of the Clerk of the Court'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.

The Chief Staff Attorney shall review the protest, Clerk of the Court'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 Fourth Court of Appeals.

4. Proprietary Justification

The Chief Justice has the sole authority to approve and sign proprietary justification letters. The current Chief Justice is Rebeca C. Martinez with her signature shown below:



Rebeca C. Martinez

5. Agency Membership Fees

The Chief Justice and the Clerk of the Court have the authority to approve agency membership fees. The current Clerk of the Court is Caitlin A. McCamish with her signature shown below:



Caitlin A. McCamish

6. Training & Certification

The following employees who are involved with purchasing will be required to achieve the training and certification levels listed. The purchasing roles and responsibilities are outlined above in the organizational chart. It is this Court's determination that the basic level of certification is sufficient to meet the purchasing requirements of the Court. No higher level of certification is required for the Court (Agency 224).

Level One Certification:

- Luz G. Estrada, Chief Deputy Clerk
  (210) 335-3219
  Luz.estrada@txcourts.gov

- Leticia White, Accountant V
  (210) 335-3980
  Leticia.white@txcourts.gov

- Delbert S. Merritt, Network Specialist III
  (210) 335-3985
  Del.merritt@txcourts.gov

One employee of the court completed the Basic Expenditure Processing & Documentation Course conducted by the Texas Comptroller of Public Accounts.

- ❖ Leticia R. White - February 2012

Three employees of the court completed the State of Texas Basic Public Purchasing Training conducted by the Texas Comptroller of Public Accounts. A copy of the certificate of training has been placed in their personnel files.

- ❖ Luz G. Estrada – November 2019
- ❖ Leticia R. White - April 2012
- ❖ Delbert S. Merritt - September 2007

Employees of the court who are involved in purchasing will continue to attend purchasing training sessions as they are offered and the training is determined to be in the best interest of the improvement of the court's purchasing knowledge.

7. Authorized Purchasers

The primary purchaser for the Fourth Court of Appeals is Caitlin A. McCamish, Clerk of the Court and Leticia White, Accountant VI acts as back up purchaser. As assigned by the Chief Justice, a Staff Attorney of the Fourth Court of Appeals will be responsible for rendering legal advice in the procurement process and reviewing contracts.

Whenever necessary, legal advice regarding procurement may be obtained from the General Counsel of the Office of Court Administration.

8. Invitation for Bid (IFB) Form

Generally, the Court does not make purchases 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...).

In those rare instances where a purchase is initiated using the bid process, the Fourth Court of Appeals will use the generic TPASS IFB form. If certain purchasing situations warrant such action, the Fourth Court will develop an internal IFB form.

TPASS's requirements, bidder affirmations, and other appropriate information shall be included as an attachment to the form.

9. Internal Purchasing Procedures

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

10. Conflict of Interest Statements

All state employees working on a contract are required to fully disclose in writing any prior relationships he/she may have with a representative of an organization being considered for the contract to the executive director (Chief Justice) of the agency (Court). To ensure that the public interest is upheld and the highest professional standards are maintained, as well as to comply with state laws and TPASS guidelines, those purchasing on behalf of the Fourth Court of Appeals will have full disclosure forms signed when appropriate.

In affirmation of Texas Government Code Title 10, Subtitle D, Chapter 2155.003, each purchaser will sign a Conflict of Interest Statement. The signed statements will become part of the purchaser's personnel file and will be updated annually in conjunction with the Procurement Plan submission.

11. Internal Purchasing Procedures for EPLS (Excluded Parties List System)

Prior to awarding any contracts, purchasing agents of the Fourth Court of Appeals will check the list of vendors excluded from doing business at the federal level by utilizing the federal System for Award Management (SAM).

No contract shall 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 34, Part 1, Chapter 20, Subchapter C, Rule 20.102 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.

12. Three (3) highest priority purchases in Fiscal Year 2025 that are not available through a term contract.

The three highest priority purchases for the Fourth Court of Appeals that are not available through term contracts are books & reference materials that are only available through a sole source vendor, Westlaw Usage online/software subscription. This fiscal year the court has remodeled the deputy clerks area and has contracted with Workspace Solutions.

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

The court procurement process does not include posting solicitations or purchasing in amounts ($I00K to $IMM) related to "delegated purchases." This also applies to amounts ($IMM or greater) as related to "major contracts." Therefore, the court does not currently have any such procedures. The court will address recommendations as provided by the Contract Advisory Team (CAT) in the future should the court be required to request a review of any solicitation/procurement meeting the dollar amounts as outlined in the Contract Management Guide (CMG) and/or State Procurement Manual.

CONFLICT OF INTEREST

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

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

Caitlin McCamish _____ 11/13/2026

Employee Signature Date

_Caitlin McCamish_____

Printed Name

cc: Personnel File
Supervisor's File

Legal Authority:

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

CONFLICT OF INTEREST

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

Luz Estrada _____ 11/15/26
Employee Signature Date

Luz Estrada
Printed Name

cc: Personnel File
Supervisor's File

Legal Authority:

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

CONFLICT OF INTEREST

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

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

Leticia R. White — 11/17/2026

Employee Signature — Date

LETICIA R. WHITE

Printed Name

cc: Personnel File
Supervisor's File

Legal Authority:

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

CONFLICT OF INTEREST

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

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

Delbert S Merritt 11/13/26

Employee Signature Date

DELBERT S. MERRITT

Printed Name

cc: Personnel File
Supervisor's File

Legal Authority:

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

Texas Comptroller of Public Accounts
Statewide Procurement Division
FY27 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, 2026.

General Information

Agency Name: **Fourth Court of Appeals**
Agency Number: **224**

Procurement Director Contact Information

Name: **Caitlin A. McCamish**
Phone Number: **(210) 335-2510**
E-mail Address: **Caitlin.mccamish@txcourts.gov**

Purchasing Capacity Assessment

Dollar value of agency delegated purchases for FY26: **$136,864**
Number of purchasing FTEs: **3**
Automated purchasing tools used by the agency (if applicable): **Texas SmartBuy**

Please attach the following:

- Copy of agency's purchasing and contract management procedures which include protest procedures developed by the agency. - **Attached**
- Credit card procedures regarding the issuance and security of payment cards and the use of those cards by the agency's employees. - **Attached**
- Attach or provide links to any SAO audits of purchasing and contract management functions for FY26-FY27-**Not Applicable**
- Attach or provide links to any Comptroller post payment or procurement audits for FY26-FY27- **Not Applicable**

Please note that agencies are also required to post their contract management procedures on their agency website and submit a link to the web page that includes the procedures to spd.policy@cpa.texas.gov.

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: **Not applicable**
- Name, title and certification number for each contract management FTE: **Not applicable**

Training Projections for the Fiscal Year

Number of seats needed for CTCD certification courses for FY27: **Not applicable**
Number of seats needed for CTCM certification courses for FY27: **Not applicable**

Delegated Purchasing Assessment

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

Chief Justice Rebeca C. Martinez

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 FY27:

Delegated Purchase	Anticipated Value for FY27	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)
Thomson West Subscription	20,114	29,430	Thomson Reuters West	No
Westlaw Online	47,221	40,540	Thomson Reuters West	No
Workspace Solutions	52,760	0	Wspace Solutions	No
SafeSite, Inc.	20,796	20,796	SafeSite, Inc,	Yes

FOURTH COURT OF APPEALS
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

BID OPENING ▸ ## AM/PM ##-##-##

REQUISITION NO. ▸ #####-#-#####-#

PAGE X OF Y

□ FAILURE TO SIGN WILL DISQUALIFY BID□

AGENCY TO INVOICE
DESTINATION OF GOODS IF DIFFERENT THAN ABOVE

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.

IF BIDDING, RETURN SEALED BIDS TO:
FOURTH COURT OF APPEALS
SAN ANTONIO, TX 78205
OR HAND DELIVER TO: CADENA REEVES JUSTICE CENTER
300 DOLOROSA, SUITE 3200
(8:00 am - 5:00 pm)
OR OVERNIGHT/EXPRESS MAIL TO:
CADENA REEVES JUSTICE CENTER
300 DOLOROSA, SUITE 3200
SAN ANTONIO, TX 78205

FAX NUMBER FOR **BIDS & ADDENDUMS** ONLY:
210-335-2762
Call 512-463-1377 for FAX configuration (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

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 the FOURTH COURT OF APPEALS 4TH COA 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 the 4th COA 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 4th COA 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 4th COA and/or investigation for antitrust violations.

1.12. The telephone number for FAX submission of bids is 1-210-335-2635. 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 210-335-2635 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 4th COA and the ordering agency. Bidder must keep the 4th COA 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 4th COA 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 the 4th COA.

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 4th COA 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 4th COA and State from claims involving infringement or violation of patents, trademarks, copyrights, trade secrets, or other proprietary rights, arising out of the 4th COA'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 4th COA 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 4th COA 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, 4th COA may not enter into a contract with a person who employs a current or former executive head of the 4th COA until four years has passed since that person was the executive head of the 4th COA. By submitting a bid, the bidder certifies that it does not employ any person who was the executive head of the 4th COA in the past four years. If bidder does employ a person who was the executive head of the 4th COA, 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 4th COA 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 the 4th COA'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 4th COA 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 the 4th COA, either in whole or in part, subject to the availability of state funds. The 4th COA is a state agency whose authority and appropriations are subject to actions of the Texas Legislature. If the 4th COA becomes subject to a legislative change, revocation of statutory authority, or lack of appropriated funds which would render the 4th COA'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, the 4th COA will not be liable to bidder for any damages, which are caused or associated with such termination, or cancellation and the 4th COA 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 the 4th COA 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 the 4th COA 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 4th COA 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 the 4th COA or purchasers of other state agencies.

17. FORCE MAJEURE:

Neither bidder nor the 4th COA 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 4th COAS. The 4th COA shall not be responsible for withholding taxes from payments made under any contract resulting from this IFB. Bidder shall have no claim against the 4th COA 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 THE 4TH COA, 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 THE 4TH COA. THIS SECTION IS NOT INTENDED TO AND SHALL NOT BE CONSTRUED TO REQUIRE BIDDER TO INDEMNIFY OR HOLD HARMLESS THE STATE OR THE 4TH COA FOR ANY CLAIMS OR LIABILITIES RESULTING FROM THE NEGLIGENT ACTS OR OMISSIONS OF THE 4TH COA 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 the 4th COA 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.

INVITATION FOR BIDS
FOURTH COURT OF APPEALS
Continuation Page(s)

BID OPENING ▸ ## AM/PM ##-##-##

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

VENDOR
VENDOR ID # #-##-###-###-####-###
(VENDOR NAME)

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