

PROCUREMENT PLAN

FOR THE

FIRST COURT OF APPEALS

Agency 221

February 5, 2024

(Revises November 2023 Plan)

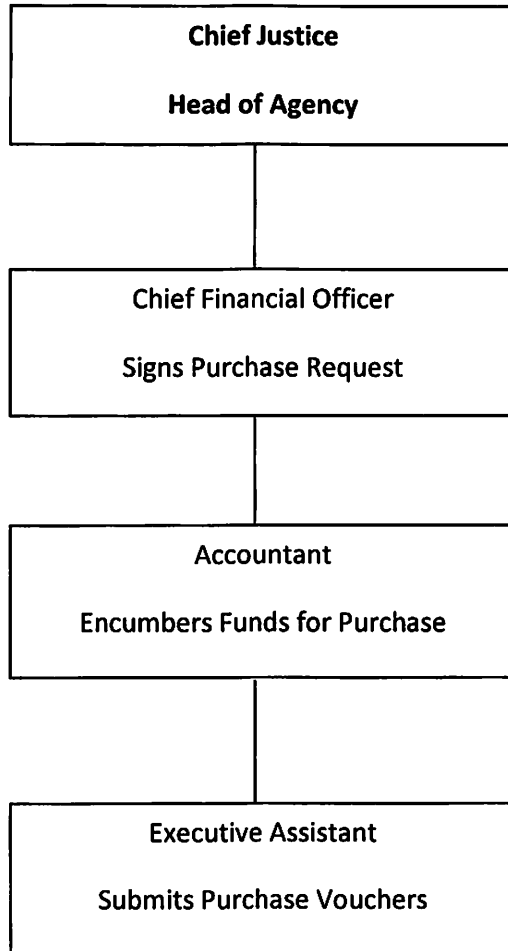
State Agency Annual Procurement Plan

First Court of Appeals

Contents of the procurement plan:

- Organizational chart of purchasing division/office.
- Procedures for utilizing credit cards if participating in the U. S. Bank Voyager Retail Fuel Card Program and/or Citi Bank Procurement and Travel Charge Card Program.
- Protest Procedures.
- List and sample of signatures authorized to approve or sign a proprietary justification letter.
- List and sample of signatures authorized to approve agency membership fees.
- The training and certification status of the purchasing employees.
- List of purchasers authorized to purchase on behalf of the State.
- Invitation for Bid (IFB) Template including terms and conditions.
- Internal purchasing procedures for agency.
- Conflict of interest statement(s) (statement signed annually for each purchaser or a memo stating that one is in the purchaser's personnel file).
- Internal purchasing procedures for System for Award Management (SAM), Excluded Parties List System (EPLS).
- The three (3) highest priority purchases the agency expects to make in fiscal year 2024 that are not available through a term contract.
- Agency procedures for response to recommendations for delegated solicitation reviews by the Contract Advisory Team (CAT).

Organizational Chart



Credit Cards

The First Court of Appeals does not participate in the Procurement Card purchasing program.

Protest Procedures

(a) 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 First Court of Appeals. Such protest must be in writing and received in the Chief Justice's office within 10 working days after such aggrieved person knows, or should have known, of the occurrence of the action, which is protested. Formal protests must conform to the requirements of this subsection and subsection (c) of this section and shall be resolved in accordance with the procedure set forth in subsections (d) and (e) of this section. Copies of the protest must be mailed or delivered by the protesting party to the other interested parties. For the purposes of this section, "interested parties" means all vendors who have submitted bids or proposals for the contract involved.

(b) In the event of a timely protest or appeal under this section, the First Court of Appeals 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, makes a written determination that the award of contract without delay is necessary to protect substantial interest of the state.

(c) A formal protest must be sworn and contain:

(1) a specific identification of the statutory or regulatory provision(s) that the action complained of is alleged to have violated;

(2) a specific description of each act alleged to have violated the statutory or regulatory provision(s) identified in paragraph (1) of this subsection;

(3) a precise statement of the relevant facts;

(4) an identification of the issue or issues to be resolved;

(5) argument and authorities in support of the protest; and

(6) a statement that copies of the protest have been mailed or delivered to the identifiable interested parties.

(d) The Clerk of the Court 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 of the Court may solicit written responses to the protest from other interested parties.

(e) If the protest is not resolved by mutual agreement, the Clerk of the Court will issue a written determination on the protest.

(1) If the Clerk of the Court 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.

(2) If the Clerk of the Court 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.

(3) If the Clerk of the Court determines that a violation of the rules or statutes has occurred in a case where a contract has been awarded, he or she shall so inform the protesting party and other interested parties by letter which sets forth the reasons for the determination, which may include ordering the contract void.

(f) 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 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.

(g) The general counsel 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 First Court of Appeals.

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

Signature  _____

Print Name: Deborah M. Young, Chief Financial Officer

Proprietary Justification

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

Signature  _____

Print Name: Terry Adams, Chief Justice

Comments: The Chief Justice has sole authority to approve and sign proprietary justification letters. The current Chief Justice is Terry Adams with his signature shown above.

Agency Membership Fees

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

Signature  _____

Print Name: Deborah M. Young, Clerk of Court

Comments: The Clerk of Court has authority to approve agency membership fees. The current Clerk of Court, who also serves as Chief Financial Officer is Deborah M. Young with her signature shown above.

Training and Certification

Training and certification status of agency purchasing employees.

The following employees involved with purchasing will be required to achieve the training and certification levels listed. The purchasing roles and responsibilities are outlined in the organizational chart.

Introduction to Travel/Travel Workshop
Prompt Payment and Payment Scheduling
Comptroller Expenditure Object Code Workshop
Basic Expenditure Processing and Documentation

Esthefania Rodriguez, Court Accountant

713-274-2886

esthefania.rodriguez@txcourts.gov

Renee Wilson, Executive Assistant

713-274-2834

renee.wilson@txcourts.gov

Agency Purchasers

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

Signature Esthefania Rodriguez

Print Name: Esthefania Rodriguez, Court Accountant

Signature Renee Wilson

Print Name: Renee Wilson, Executive Assistant

Signature Deborah M. Young

Print Name: Deborah M. Young, Clerk of Court

Invitation for Bid Form

The First Court of Appeals will use the Invitation for Bids as formatted and adapted to model the State of Texas example provided as an attachment.

Internal Purchasing Procedures

The First Court of Appeals currently does not have or use an internal automated purchasing system other than automated term contract orders. All purchases are verified with the State Term Contract Vendor list to ensure use when available.

The First Court of Appeals will not solicit bids/request for offers for catalogue purchases, under \$2,000 following the procedures under delegated authority (competitive bids not required under \$2,000). The First Court of Appeals exercises the advantages of competition whenever possible regardless of dollar amount. Although The First Court of Appeals does not require three offers for purchase, our purchasing staff continually seeks the best buy and best value on all categories of purchases.

Signature Deborah M. Young

Print Name: Deborah M. Young, Chief Financial Officer

Conflict of Interest Statements

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

The First Court of Appeals will use the Code of Ethics & Conflict of Interest as formatted and adapted to model the State of Texas example is provided below. A signed copy is in the purchaser's personnel file.

CONFLICT OF INTEREST

TEXAS GOVERNMENT CODE TITLE 10 SUBTITLE D SECTION 2155.003

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 he receive any promise, obligation, or contract for future reward or compensation from any such party.

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

Employee Signature

Date

Printed Name

cc: Personnel File
Supervisor's File

SECTION 1.2
REVISED DATE: 09/22

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

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

All vendors will be verified with the System for Award Management (SAM) at www.sam.gov and perform required vendor compliance verifications listed by the State Comptroller in the Divestment Statute Lists. A copy of the search data and list(s) shall be dated. No contract or purchase shall be awarded to any entity debarred by the Comptroller or the SAM System.

Signature  _____

Print Name: Deborah M. Young, Chief Financial Officer

Priority Purchases for FY2024

The First Court of Appeals has no priority purchases planned for FY2024 at this time. This is mainly due to the approximate expenditure of 95% from our appropriation for salaries. Furthermore, our largest line-item expenditure is our periodicals and subscriptions which are solely available from the publisher.

Response to CAT Recommendations

The First Court of Appeals has no CAT recommendations.



FIRST 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

τ FAILURE TO SIGN WILL DISQUALIFY BIDτ

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.

τ VENDOR ADDRESS AND IDENTIFICATION NUMBER τ

IF BIDDING, RETURN SEALED BIDS TO:

FIRST COURT OF APPEALS
301 Fannin St, Second Floor
Houston, TX 77002

OR HAND DELIVERED:
301 Fannin St, Second Floor
Houston, TX 77002
(8:00 A.M. to 5:00 P.M.)

OR OVERNIGHT/EXPRESS MAIL TO:
301 Fannin St, Second Floor
Houston, TX 77002
(8:00 A.M. to 5:00 P.M.)

FAX NUMBER FOR BIDS & ADDENDUMS ONLY:
713-755-8131

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 FIRST COURT OF APPEALS 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 1st 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 1st 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 1st COA and/or investigation for antitrust violations. 1.12. The telephone number for FAX submission of bids is 713-755-8131. 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 713-274-2700 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 1st COA and the ordering agency. Bidder must keep the 1st 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 1st 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 1st 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 1st 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 1st COA and State from claims involving infringement or violation of patents, trademarks, copyrights, trade secrets, or other proprietary rights, arising out of the 1st 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 1st 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 1st 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, the 1st COA may not enter into a contract with a person who employs a current or former executive head of the 1st COA until four years has passed since that person was the executive head of the 1st COA. By submitting a bid, the bidder certifies that it does not employ any person who was the executive head of the 1st COA in the past four years. If bidder does employ a person who was the executive head of the 1st 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 the 1st 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 1st 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 1st 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 1st COA, either in whole or in part, subject to the availability of state funds. The 1st COA is a state agency whose authority and appropriations are subject to actions of the Texas Legislature. If the 1st COA becomes subject to a legislative change, revocation of statutory authority, or lack of appropriated funds which would render the 1st COA's or bidder's delivery or performance under the contract impossible or unnecessary, the contract will be terminated or canceled and be deemed null and void. In the event of a termination or cancellation under this Section, The 1st COA will not be liable to bidder for any damages, which are caused or associated with such termination, or cancellation and the 1st 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 1st 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 1st 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 1st 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 1st COA or purchasers of other state agencies.
17. **FORCE MAJEURE:**
Neither bidder nor 1st 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 1st COA. The 1st 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 1st 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 1st 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 1st COA. THIS SECTION IS NOT INTENDED TO AND SHALL NOT BE CONSTRUED TO REQUIRE BIDDER TO INDEMNIFY OR HOLD HARMLESS THE STATE OR 1st COA FOR ANY CLAIMS OR LIABILITIES RESULTING FROM THE NEGLIGENT ACTS OR OMISSIONS OF THE 1st 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 1st 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
FIRST COURT OF APPEALS
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BID OPENING ## AM/PM ## ## ##

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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)					