



## The Supreme Court of Texas

CHIEF JUSTICE  
NATHAN L. HECHT

JUSTICES  
DEBRA H. LEHRMANN  
JEFFREY S. BOYD  
JOHN P. DEVINE  
JAMES D. BLACKLOCK  
J. BRETT BUSBY  
JANE N. BLAND  
REBECA A. HUDDLE  
EVAN A. YOUNG

201 West 14th Street Post Office Box 12248 Austin TX 78711  
Telephone: 512/463-1312 Facsimile: 512/463-1365

CLERK  
BLAKE A. HAWTHORNE

GENERAL COUNSEL  
NINA HESS HSU

EXECUTIVE ASSISTANT  
NADINE SCHNEIDER

DIRECTOR OF PUBLIC AFFAIRS  
AMY STARNES

November 16, 2022

Comptroller of Public Accounts  
Statewide Procurement Division  
111 E. 17th Street  
Austin, Texas 78701

Please update your records to reflect the following information with regards to the Procurement Plan of the Supreme Court of Texas:

We currently have one certified Texas Contract Developer in our accounting office with the authority to make purchases.

Jennifer Arnold is a Purchaser VII and has the authority to perform competitive purchasing up to \$100,000. She has the authority to perform the formal bidding processes on competitive purchasing up to \$100,000 and Request for Proposals on behalf of the Supreme Court of Texas.

Jan Evans is the Director of Finance and approves all purchases and payments for membership fees to professional organizations. As required, her signature is shown below.

Proprietary justification letters must have the written approval of Chief Justice Nathan L. Hecht.

Sincerely,

A handwritten signature in black ink that reads "Nathan L. Hecht".

Nathan L. Hecht  
Chief Justice

A handwritten signature in black ink that reads "Jan Evans".

Jan Evans  
Director of Finance

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# **SUPREME COURT OF TEXAS**

## **FY22 PROCUREMENT PLAN**

**Texas Comptroller of Public Accounts  
Statewide Procurement Division  
FY22 Agency Procurement Plan Template**

*Instructions:*

Please complete the information below and submit it with the requested attachments to [procurement.plans@cpa.texas.gov](mailto:procurement.plans@cpa.texas.gov) by November 30, 2022.

**General Information**

Agency Name: Supreme Court of Texas  
Agency Number: 201

**Procurement Director Contact Information**

Name: Jan Evans  
Phone Number: 512-463-1366  
E-mail Address: [Jan.Evans@txcourts.gov](mailto:Jan.Evans@txcourts.gov)

**Purchasing Capacity Assessment**

Dollar value of agency delegated purchases for FY22: \$187,060  
Number of purchasing FTEs: 2

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

*Please attach the following:*

- Copy of agency's purchasing and contract management procedures which include protest procedures developed by the agency.
- Credit card procedures regarding the issuance and security of payment cards and the use of those cards by the agency's employees.
- Attach or provide links to any SAO audits of purchasing and contract management functions for FY22
- Attach or provide links to any Comptroller post payment or procurement audits for FY22

**Certified Procurement Professionals**

Number of certified contract management FTEs: 1

*Please attach the following:*

- Name, title and certification number for each contract management FTE

**Training Projections for the Fiscal Year**

Number of seats needed for CTCD certification courses for FY23: 0

Number of seats needed for CTCM certification courses for FY23:0

**Delegated Purchasing Assessment**

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

Chief Justice Nathan L. Hecht

*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 FY23.*

<b>Delegated Purchase</b>	<b>Anticipated Value for FY23</b>	<b>Previous FY Value for same/similar purchase:</b>	<b>Name of current vendor:</b>	<b>Has the agency looked for the item on CPA or DIR contract? (Y/N)</b>
n/a				



**STATE OF TEXAS**

**COMPTROLLER OF PUBLIC ACCOUNTS**

**Certification of**

**Jennifer Arnold**

**AS A**

**Certified Texas Contract Developer**

***IN COMPLIANCE WITH TRAINING REQUIREMENTS SET FORTH IN TEXAS GOVERNMENT***

*CODE TITLE 10 §656.054*

Original Issue Date: 05/01/2019

Expiration Date: 05/01/2025

Certificate Number: 1900022421

# **SUPREME COURT**

## **Purchasing Policies & Procedures**

### **Overview**

The State of Texas Procurement and Contract Management Guide serves as the guide for purchasing in the State of Texas. It contains standard procedures for implementing the requirements of Texas statutes and delegated purchasing authority. The manual is a necessary resource to ensure the application of consistent and sound business practices in state purchasing. The Statewide Procurement Division (SPD) of the CPA maintains the State Procurement Manual and provides assistance as needed.

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, and Texas Administrative Code (TAC), Title 34, as well as the procedures in the Procurement Manual.

### **Organization Purchasing Structure**

The Supreme Court of Texas purchasing department structure is Nathan L. Hecht (Chief Justice), Jan Evans (Director of Finance) and Jennifer Arnold (Purchaser VII) Jennifer Arnold has the authority to perform the formal bidding processes on competitive purchasing over \$100,000 and Request for Proposals on behalf of the Supreme Court of Texas with oversight of Jan Evans, Director of Finance. Jan Evans has the authority to approve payments for membership fees to professional organizations.

Proprietary justifications letters must have the written approval of Chief Justice Nathan L. Hecht.

### **Procurement Card Program**

The Supreme Court has 5 employees authorized to make purchases with the Citi procurement card.

Jan Evans - Director of Finance

Anadina Schneider - Director I

Jennifer Arnold - Purchaser VII

Patrick Passmore - Finance Manager III

Willette Sedwick - Accountant IV

The procurement card is used primarily for approved purchases and services to reduce the number of payment vouchers required for payment.

A log sheet is kept by the purchaser for all purchases made. Receipts are kept in a file, verified to the log sheet and attached to the credit card statement when it is being prepared for payment.

As a small state agency, the Court does less than 200 transactions per fiscal year.

#### **Reimbursement for E-mail Expenses Incurred for State Business:**

Employees required to have Court email services on their personal cell phone are entitled to reimbursement from the State for data services only. The rate of reimbursement shall not exceed the State contract rate for data only for the appropriate vendors (Sprint, AT&T, etc.). In addition, they may be reimbursed for any additional charges by their carrier to allow access to the Supreme Court's email server.

Documentation required will include a copy of the state contract showing costs of data plan and the employee's monthly cellular phone statement.

#### **PROTEST PROCEDURE**

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 procurement officer. Such protests must be in writing and received in the procurement officer'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 © 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 using agency and other interested parties. For the purposes of this section, "interested parties" means 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 state shall not proceed further with the solicitation or with the award of the contract unless the executive director, after consultation with the using agency and the procurement director, makes a written determination that the award of contract without delay is necessary to protect the best interests of the state.

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 using agency and other identifiable interested parties.

(d) The procurement officer shall have the authority, prior to appeal to settle and resolve the dispute concerning the solicitation or award of a contract. The procurement officer may solicit written responses to the protest from other interested parties.

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

(1) If the procurement officer determines that no violation of rules or statutes has occurred, he shall so inform the protesting party, the using agency, and other interested parties by letter which sets forth the reasons for the determination.

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

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

(f) The procurement officer's determination on a protest may be appealed by the protesting party to the Chief Justice of the Supreme Court . An appeal of the 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 determination. The appeal shall be limited to review of the determination. Copies of the appeal must be mailed or delivered by the protesting party to the using agency and other interested parties and must contain a certified statement that such copies have been provided.

(g) The Chief Justice may confer with General Counsel in his review of the matter appealed. The Chief Justice may, in his discretion, refer the matter to the General Counsel for their consideration at a regularly scheduled open meeting or issue a written decision on the protest.

(h) When a protest has been appealed to the Chief Justice under subsection (f) of this section and has been referred to the general counsel under subsection (g) of this section, the following requirements shall apply:

(1) Copies of the appeal and responses of interested parties, if any, shall be mailed to the court.

(2) All interested parties who wish to make an oral presentation at the open meeting are requested to notify the General Counsel at least 48 hours in advance of the open meeting.

(3) The court may consider oral presentations and written documents presented by staff and interested parties. The Clerk shall set the order and amount of time allowed for presentations.

(4) The court's determination of the appeal shall be by duly adopted resolution reflected in the minutes of the open meeting, and shall be final.



(i) Unless good cause for delay is shown or the court determines that a protest or appeal raises issues significant to procurement practices or procedures, a protest or appeal that is not filed timely will not be considered.

(j) A decision issued either by the court in open meeting, or in writing by the Chief Justice, shall be the final administrative action of the court.

### **Training and Certification Status on Purchasing Employees as of November, 2022**

Jennifer Arnold - currently holds CTCD Status

### **Purchasing Procedures EPLS Policy**

Prior to awarding any contract, the Supreme Court of Texas purchasing department is required to check the list of vendors excluded from doing business at the federal level by utilizing the federal Excluded Persons List System (EPLS). No contract should be awarded to any person/entity found on the EPLS System.

This does not include previously awarded State Contract Vendors or purchases made with the Citi Procurement Credit Card.

Note: This requirement is mandatory for any procurement transaction regardless of funding stream.

### **Reports**

All applicable reports required by the Texas Comptroller and the Legislature are completed by the Director of Finance or Purchaser VII.

Examples are:

HUB Reports

Due March 15th and September 15th

Texas Purchasing from People with Disabilities (TPPD) Exception Reports

Due 15th of every Monthh

Procurement Plan Updates

Due November 30

## **Request for Proposal (RFP) Process**

In accordance with Texas Government Code, Title 10, Subtitle D, Section 2156.121 the CPA is authorized to determine whether to delegate sole oversight of the use of the Competitive Sealed Proposal or Request for Proposal (RFP) method of procurement to a state agency or to retain oversight of such procurement. A Request For Proposal (RFP) is a written request for proposals concerning goods or services the state intends to acquire by means of the competitive sealed proposal procedure. This procedure is similar to the open market procurement process; however, instead of sealed competitive bids, a negotiation phase is included and a best and final offer is permitted.

Specific guidelines concerning documentation, procedures, and handling requirements for using the competitive sealed proposal procedures are addressed in the Texas Comptroller of Public Accounts (CPA) Contract Management Guide. Texas Government Code, Title 10, Subtitle D, Sections 2156.121 - 2156.125, 2157.121 - 2157.125, and the CPA Contract Management Guide should be reviewed before submitting the RFP to the CPA's Procurement Operations and Customer Service Division.

### **Legal Sources:**

Texas Government Code, Title 10, Subtitle D, Sections 2156.121-2156.125

Texas Government Code, Title 10, Subtitle D, Sections 2157.121-2157.125

## **DIR IT Commodity Purchasing Program**

In accordance with §2157.068, Texas Government Code, and 1 TAC Chapter 212, each state agency must purchase Information Technology (IT) commodity items through contracts established by the Department of Information Resources (DIR) unless the agency first obtains an exemption.

The guidelines and instructions at the DIR website

<http://www.dir.state.tx.us/commodities/program> describes the methodology used to classify items as IT commodities, instructions for purchasing IT commodity items, and the exemption process.

DIR's IT Commodity Purchasing Program is one of several special purchasing programs authorized by Texas statute. It is administered in accordance with the State of Texas Procurement Manual. The instructions contained in these guidelines are to be used by state agencies to purchase IT commodity items except when other special purchasing programs take precedence.

It is the responsibility of each state agency to verify whether or not the hardware, software, or technology service to be procured is on the DIR IT Commodity List, indicating that it must be purchased through a DIR contract. The following steps will help state agencies make that determination.

1. Obtain the class-item code for the desired product or service from the CPA Web site.
2. If the product or service is designated as CISV, i.e., marked with an asterisk (\*), refer to DIR's IT Commodity Purchasing Program. If the product or service is not designated as CISV, use another procurement method.
3. Refer to the State of Texas Procurement and Contract Management Guide to see if another special purchasing program takes precedence, i.e., Workquest -Texas Industries for the Blind & Handicapped (TIBH) set- asides or certain programs at the Texas Department of Criminal Justice (TDCJ).
4. Determine if the desired product or service is on the DIR IT Commodity List by searching the DIR Store Web site for the class-item code (obtained in step 1).
  - a. If the search produces a list of contracts for that class-item code, the product or service is on the DIR IT Commodity List and must be procured through a DIR contract unless an exemption is requested by the state agency and granted by DIR in accordance with the guidelines described in Section IV.
  - b. If the search results in the message "Not on the DIR IT Commodity List," the product or service is not available through a DIR contract. The state agency should proceed with the procurement through another procurement method

## **HISTORICALLY UNDERUTILIZED BUSINESS PROGRAM (HUB)**

Supreme Court makes a good faith effort to purchase and contract with HUB businesses to achieve the goals established for the agency in accordance with the Texas Government Code, Title 10, Subtitle D, Section 2161 and the 34 TAC, Ch. 20 rules.

- Purchases over \$10,000-Agencies must obtain at least 3 informal bids, 2 of which must be obtained from CPA certified HUBs; one from a minority-owned business and one from a woman-owned business (any ethnicity) if applicable. The ethnicity/gender must be indicated on the bid tabulation sheet. Note: For purchases \$10,000 or less, agencies may supplement the list of bidders obtained from the Centralized Master Bidders List (CMBL) with additional non-CMBL bidders.
- Purchases from \$10,000.01 to \$25,000. Agencies must obtain a least three formal bids, two of which must be obtained from CPA certified HUBs: one from a minority-owned Business and one from a woman-owned business (any ethnicity) if applicable and be indicated on the bid tabulation sheet or on the CMBL solicitation mailing sheets.
- Purchases over \$25,000. Agencies must solicit bids or proposals from all eligible vendors on the CMBL serving the agency's geographic region.

## **CENTRALIZED MASTER BIDDERS LIST (CMBL)**

Supreme Court utilizes the Centralized Master Bidders List (CMBL) for purchases and services that the agency is not exempt from.

The CMBL is available on the Internet at <https://comptroller.texas.gov/purchasing/vendor/cmb/>

## **DIRECT DEPOSIT**

Direct deposit set-ups, cancellations and changes are created once we receive a completed and signed direct deposit authorization form 74-176. The Supreme Court requires all maintenance requests in writing and on approved form 74-176. No verbal requests will be processed.

## **SUPREME COURT OF TEXAS - PURCHASING PROCEDURES PROCUREMENT CARD PROCEDURES**

**The Supreme Court has 6 Direct Bill Accounts with Citi. The accounts are: Appellate Court Purchase, CIP Purchase, JCMH Purchase, Appellate Courts Travel, CIP Travel and JCMH Travel. The accounting staff is authorized to make charges to these accounts.**

**Three (3) employees are issued individual Citi purchase cards and are authorized to make purchases. Anadina Schneider, Director I Executive Assistant to the Court, Jan Evans, Director of Finance, Jennifer Arnold, Purchaser VII.**

**The procurement card is used for allowable purchases and services and for purchases from approved online vendors to reduce the number of payment vouchers required for payment.**

**Receipts are kept in a file, verified to the purchase order and monthly credit card statement and attached to the payment voucher .**

**As a small state agency, the Court does less than 200 transactions per fiscal year.**

**Credit card purchases follow the same procedures as for all purchases including checking the warrant hold status. Checking the EPLS system is not required on credit card purchases since the payments are made to Citi Card through the State of Texas Contract.**

## SUPREME COURT OF TEXAS - ACCOUNTING ORGANIZATIONAL CHART

Chief Justice Nathan L. Hecht
Jan Evans, Director of Finance
Jennifer Arnold, CTCD, Purchaser VII
Andrea Davis, Human Resource Specialist III
Patrick Passmore, Finance Manager III
Jeannie Lucas, Accountant II
Willette Sedwick, Accountant IV

**SUPREME COURT OF TEXAS  
TEXAS COMPTROLLER OF PUBLIC ACCOUNTS  
INVITATION FOR BIDS**



IFB 3/2008

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

AGENCY TO INVOICE
DESTINATION OF GOODS IF DIFFERENT THAN ABOVE

**BID OPENING ▶ ## AM/PM ##-##-##**

**REQUISITION NO. ▶ #####-#####**

**PAGE X OF Y**

**☐ FAILURE TO SIGN WILL DISQUALIFY BID ☐**

\_\_\_\_\_  
AUTHORIZED SIGNATURE

\_\_\_\_\_  
DATE

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

**WHEN BIDDING:**

Each bid must be placed in a separate envelope with bid opening date and requisition number annotated immediately below return address on **SEALED BID ENVELOPE**.

**IF BIDDING, RETURN SEALED BIDS TO:**

**SUPREME COURT OF TEXAS  
P.O. BOX 12248, AUSTIN, TX 78711-3186  
OR HAND DELIVER TO: ROOM 104, 1<sup>st</sup> FLOOR  
(8:00 am - 5:00 pm)**

**OR OVERNIGHT/EXPRESS MAIL TO:**

**201 W. 14<sup>th</sup> Street – Room 104 (SC BLDG)  
Austin, Texas 78701**

**FAX NUMBER FOR BIDS & ADDENDUMS ONLY:**

**512-463-8854**

Call 512-463-2671 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 and Contract Management Guide 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 Supreme Court of Texas 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 Supreme Court acceptance for 30 days from bid opening date. "Discount from list" bids are not acceptable unless requested. Cash discounts are not considered in determining an award. Cash discounts offered will be taken if earned.
- 1.07. Bidder should enter Texas Identification Number System (TINS) number, full firm name and address of bidder on the face of this form. Enter in the space provided, if not shown. Additionally, firm name should appear on each continuation page of a bid, in the block provided in the upper right hand corner.
- 1.08. Bid cannot be altered or amended after opening time. Alterations made before opening time should be initialed by bidder or his authorized agent. No bid can be withdrawn after opening time without approval by the Supreme Court 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 Supreme Court and/or investigation for antitrust violations.
- 1.12. The telephone number for FAX submission of bids is 1-512-463-8854. 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 512-463-1366 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 Supreme Court of Texas. 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 Supreme Court and the ordering agency. Bidder must keep the Supreme Court and ordering agency advised at all times of status of order.
- 4.03. Default in promised delivery (without accepted reasons) or failure to meet specifications authorizes the Supreme Court to purchase the goods or services of this IFB elsewhere and charge any increased costs for the goods or services, including the cost of rebidding, to the bidder.
- 4.04. No substitutions permitted without written approval of Supreme Court.
- 4.05. Delivery shall be made during normal working hours only, unless prior approval has been obtained from ordering agency.

**5. INSPECTION AND TESTS:**

All goods will be subject to inspection and test by the State. Authorized Supreme Court personnel shall have access to supplier's place of business for the purpose of inspecting merchandise. Tests shall be performed on samples submitted with the bid or on samples taken from regular shipment. All costs shall be borne by the bidder in the event products tested fail to meet or exceed all conditions and



requirements of the specification. Goods delivered and rejected in whole or in part may, at the 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 Supreme Court 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 Supreme Court of Texas and State from claims involving infringement or violation of patents, trademarks, copyrights, trade secrets, or other proprietary rights, arising out of the Supreme Court of Texas 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 Supreme Court of Texas 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, Supreme Court may not enter into a contract with a person who employs a current or former executive head of the Supreme Court until four years has passed since that person was the executive head of the Supreme Court. By submitting a bid, the bidder certifies that it does not employ any person who was the executive head of the Supreme Court in the past four years. If bidder does employ a person who was the executive head of the Supreme Court, provide the following information:

Name of Former Executive: \_\_\_\_\_

Name of State Agency: \_\_\_\_\_

Date of Separation from State Agency: \_\_\_\_\_

Position with Bidder: \_\_\_\_\_

Date of Employment with Bidder: \_\_\_\_\_

10.08. In accordance with §2155.4441, Gov't Code, bidder agrees that during the performance of a contract for services it shall purchase products and materials produced in Texas when they are available at a price and time comparable to products and materials produced outside this state.

10.09. Bidder certifies that the bidding entity and its principals are eligible to participate in this transaction and have not been subjected to suspension, debarment, or similar ineligibility determined by any federal, state or local governmental entity and that bidder is in compliance with the State of Texas statutes and rules relating to procurement and that bidder is not listed on the federal government's terrorism watch list as described in Executive Order 13224. Entities ineligible for federal procurement are listed at <http://www.epls.gov>

10.10. Sections 2155.006 and 2261.053, Gov't Code, prohibit state agencies from awarding contracts to any person who, in the past five years, has been convicted of violating a federal law or assessed a penalty in connection with a contract involving relief for Hurricane

Rita, Hurricane Katrina, or any other disaster, as defined by §418.004, Gov't Code, occurring after September 24, 2005. Under §2155.006, Gov't Code, bidder certifies that the individual or business entity named in its bid is not ineligible to receive a contract and acknowledges that any contract resulting from this IFB may be terminated and payment withheld if this certification is inaccurate.

10.11. Bidder represents and warrants that payment to the bidder and the bidder's receipt of appropriated or other funds under any contract resulting from this IFB are not prohibited by §556.005 or §556.008, Gov't Code, relating to the prohibition of using state funds for lobbying activities.

10.12. Bidder represents and warrants that it has no actual or potential conflicts of interest in providing the requested items to Supreme Court under the IFB and any resulting contract, if any, and that bidder's provision of the requested items under the IFB and any resulting contract, if any, would not reasonably create an appearance of impropriety.

**11. NOTE TO BIDDER:**

If bidder takes any exceptions to any provisions of the IFB, these exceptions must be specifically and clearly identified by section in bidder's bid in response to the IFB and bidder's proposed alternative must also be provided in the bid. Bidders cannot take a 'blanket exception' to the entire IFB. If any bidder takes a 'blanket exception' to the entire IFB or does not provide proposed alternative language, the bidder's bid may be disqualified from further consideration.

**12. PROTEST PROCEDURES:**

Any actual or prospective bidder who is aggrieved in connection with this IFB, evaluation, or award of any contract resulting from this IFB may formally protest as provided in Supreme Court'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 Supreme Court and the bidder to attempt to resolve any dispute arising under any contract resulting from this IFB.

**14. NON-APPROPRIATION OF FUNDS:**

Any contract resulting from this IFB is subject to termination or cancellation, without penalty to Supreme Court, either in whole or in part, subject to the availability of state funds. Supreme Court is a state agency whose authority and appropriations are subject to actions of the Texas Legislature. If Supreme Court becomes subject to a legislative change, revocation of statutory authority, or lack of appropriated funds which would render Supreme Court's or bidder's delivery or performance under the contract impossible or unnecessary, the contract will be terminated or cancelled and be deemed null and void. In the event of a termination or cancellation under this Section, Supreme Court will not be liable to bidder for any damages, which are caused or associated with such termination, or cancellation and Supreme Court 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 Supreme Court 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 Supreme Court any third party requests, received directly by bidder, for information to which bidder has access as a result of or in the course of performance under any contract resulting from this IFB. Any part of the solicitation response that is of a confidential or proprietary nature must be clearly and prominently marked as such by the bidder.

**16. CONFLICT OF INTEREST:**

Under §2155.003, Gov't Code, a Supreme Court employee may not have an interest in, or in any manner be connected with a contract or bid for a purchase of goods or services by an agency of the state; or in any manner, including by rebate or gift, accept or receive from a person to whom a contract may be awarded, directly or indirectly, anything of value or a promise, obligation, or contract for future reward or compensation. Any individual who interacts with public purchasers in any capacity is required to adhere to the guidelines established in Section 1.2 of the State of Texas Procurement Manual, which outlines the ethical standards required of public purchasers, employees, and bidders who interact with public purchasers in the conduct of state business, and with any opinions 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 Supreme Court or purchasers of other state agencies.

**17. FORCE MAJEURE:**

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

**18. INDEPENDENT CONTRACTOR:**

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

**19. INDEMNIFICATION:**

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

**20. RIGHT TO AUDIT:**

In addition to and without limitation on the other audit provisions of this IFB, pursuant to §2262.003, 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 Supreme Court 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  
SUPREME COURT OF TEXAS  
Continuation Page(s)

BID OPENING ▶ ## AM/PM ##-##-##

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<b>VENDOR</b> VENDOR ID # #-##-###-###-##### (VENDOR NAME)
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ITEM NO.	CLASS & ITEM	DESCRIPTION	QUANTITY	UNIT	MAKE/MODEL	UNIT PRICE	EXTENSION
		(BID TEXT ENTRY HERE)					

**Priority Purchases:**

The Supreme Court of Texas does not anticipate any priority purchases that are not available through a term contract or TXMAS contract for the biennium of FY2023/FY2024.

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**Supreme Court Procedures with Regard to Statewide Procurement Division (SPD) Reviews:**

The Supreme Court of Texas does not currently have a procedure for response to recommendations for delegated solicitation reviews by the Contract Advisory Team.

Our current appropriation for the biennium of fiscal years 2023/2024 does not include funds which would allow us to have any major contract solicitations for over \$1 million in value.