

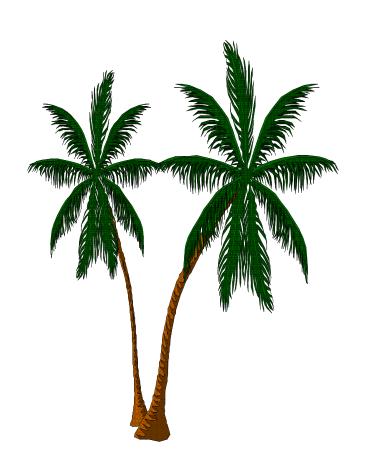
INSTITUTE FOR SUPPLY MANAGEMENT

RIO GRANDE VALLEY CHAPTER

ISM-Rio Grande Valley, Inc.

Presents

TIMELINE 2022



A PUBLIC PURCHASING SEMINAR from

September 28th, 29th, 30th, 2022

Designed for Public Education Purchasing Professionals with special emphasis on the latest developments that are essential in educational purchasing.

Contents:

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About the Speakers

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Class Materials

CALENDAR OF EVENTS—

TIMELINE 2022

A PUBLIC EDUCATION PURCHASING SEMINAR

September 28, 29, 30 2022

Courtyard Marriot · South Padre Island, Texas

Tuesday, September 27 3:00 - 8:00 p.m. Exhibit Set-Up

Wednesday, September 28 10:00 a.m. Registration Begins

10:00 - 5:00 p.m. Exhibits Open

1:00 - 5:00 p.m. Classes

3:00 p.m. Afternoon Break

5:00 - 7:30 p.m. Reception & Networking Session

Thursday, September 29 7:00 - 9:00 a.m. Continental Breakfast

8:00 - 5:00 p.m. Exhibits Open

8:00 - 5:00 p.m. Classes

10:00 a.m. Mid-Morning Break

12:00 - 1:00 p.m. Lunch

3:00 p.m. Afternoon Break

5:00 - 7:30 p.m. Reception & Networking Session

Friday, September 30 7:00 - 9:00 a.m. Continental Breakfast

8:00 - 12:00 p.m. Classes

10:00 a.m. Mid-Morning Break

12:00 p.m. Lunch on your own

1:00 - 3:00 p.m. Group Sessions (Optional)

1:00 - 3:00 p.m. Region One ESC Purchasing Advisory Council Meeting

PLEASE CLICK ON CLASS TITLE FOR A DIRECT LINK TO CLASS MATERIALS.



8:00 – 1:00		SET-UP VENDOR EXHIBITS
10:00 – 1:00)	REGISTRATION
1:00 – 1:05		INTRODUCTION
1:05 – 1:45	W-1	LEGISLATION CLASS: LATEST DEVELOPMENTS-NEW BILLS AFFECTING PUBLIC PURCHASING • Narita Holmes • Carol Cooper • Jesus Amezcua • Peggy Watts • Pamela Perkins
1:45 – 2:30	W-2	AVOIDING AND HANDLING PROTESTS • Ralph McBroom, CPM
2:30 – 3:15	W-3a	SAFETY, SECURITY, AND PROCUREMENT • Julia Andrews
3:15 – 4:00	W-3b	A REPORT ON PURCHASES BY A FORMER FBI AGENT • Jorge Cisneros
4:00 – 4:15	W-4a	VENDOR PRESENTATIONS
4:15 – 5:00	W-4b	"YOU'VE JUST WON A FREE IPAD CLICK HERE!" (A LESSON IN CYBER SECURITY) • Steve Zepeda
5:30 - 7:30		NETWORKING SESSION/RECEPTION



PLEASE CLICK ON CLASS TITLE FOR A DIRECT LINK TO CLASS MATERIALS.



8:00 – 9:00 F-13a	ADMINISTRATION OF PURCHASE ORDERS • Carol Cooper • Narita Holmes
9:00 – 10:00 F-13b	TEA LATEST INVESTIGATIONS OF BUSINESS/PURCHASING DEPARTMENTS • Peggy Watts
10:00 – 11:00 F-14	HEADLINE NEWS ARTICLESPanel of Speakers
11:00 - 12:00 F-15	QUESTIONS & ANSWERS SESSION • Carol Cooper • Mark Rogers • Narita Holmes • Peggy Watts • Phillip Vasquez • Pam Perkins • Jesus Amezcua
12:00 – 1:00	LUNCH FOR REGION ONE ESC ATTENDEES
1:00 – 3:00	REGION ONE ESC PURCHASING ADVISORY COUNCIL MEETING

• Lori Atwood Ramos



PEGGY WATTS

Peggy has spent the past four years working in the School Finance's Financial Compliance Division at the Texas Education Agency, most recently serving as the Manager of State Programs and CPA Reviews. Prior to TEA, Ms. Watts spent over a decade in higher education overseeing federal and state financial aid programs. She has also worked in private industry, specializing in corporate taxation, and two CPA firms. Ms. Watts has a Bachelor of Business Administration from the University of Mary Hardin-Baylor and a Master of Business Administration from Tarleton State University. Professional affiliations and certifications include: Certified Public Accountant (CPA); Certified Fraud Examiner, Association of Certified Fraud Examiners (ACFE); and a CTSBS certification from the Texas Association of School Business Officials (TASBO).

IORGE LUIS CISNEROS

Jorge recently retired after 23 years of service with the Federal Bureau of Investigations (FBI). He entered the FBI in 1987 assigned to the Miami Field Office, then transferred to San Antonio where he worked on a myriad of investigations. Jorge later became the San Antonio Division Border Liaison Officer and transferred to McAllen, Texas. He was responsible for working kidnappings, extortions and terrorism related cases with a nexus to Mexico. He has received numerous commendations from the FBI Director and the US Attorney's Office. Jorge contributed to the FBI's international goodwill be providing a positive image and response and coordinator for both US and Mexico media alerts.

STEPHEN KENDRICK, RTSBA

Stephen is Senior Manager of Facilities Planning at Harris County Department of Education. His wide-reaching expertise in facilities stems from more than 25 years of experience in construction, job order contracting, and procurement in the government, education, and private markets. Kendrick conducts training for school districts and other governmental entities. After graduating with a degree in business from Texas A&M University – Corpus Christi, Kendrick strengthened his project management skills with positions at ExxonMobil, Perry Homes and Vogel Construction, eventually landing a job at Santa Fe ISD as Assistant Director of Maintenance and Operations.

MIKE SALDANA

Miguel A. Saldaña is a native of Brownsville, Texas and the current leader of Walsh Gallegos' Rio Grande Valley Office. In addition to his general school law practice, Mike focuses on litigation involving school employment and personnel issues as well as facilities and business. An experienced litigator with over 45 jury trials in his career, Mike has argued successfully before the Texas 13th Court of Appeals, the Texas Supreme Court, and the U.S. 5th Circuit Court of Appeals. Prior to joining the firm, Mike served as a school board trustee and later as general counsel to the Brownsville Independent School District.

BILL RUSTEBERG

Bill has been involved in the insurance industry for over 43 years specializing in self-funded employee welfare plans. Initially working for a national carrier, Bill subsequently established an independent brokerage specializing in management of self-funded health & welfare plans for corporate and public-sector employer as well as a wholesale brokerage operation. In 1998 Bill established RiskManagers.us, a fee based insurance consulting firm working directly with health entities, medical providers, and businesses to identify and develop cost effective benefits packages, emphasizing transparency and fairness in direct reimbursement compensation methods.

CAROL COOPER, CPM., CPSM, CPPO

Carol has been providing consulting and training on procurement and professional development topics at conferences, workshops and governmental work-sites since 1996. Prior to retirement from the City of Garland, Texas in 2011, Carol was the Director of Materials Management. She was actively employed in the purchasing and supply profession since 1978. She has both public and private sector experience in a variety of industries. Carol has served on the Board of Directors for ISM-Dallas, ISM Southwest Forum and BuyBoard. She is a Charter member of the Texas Public Purchasing Association and served on the TxPPA Board of Directors. Carol is a co-founder of N&C Consulting, specializing in procurement solutions. Carol is a graduate of the University of Texas at Dallas and holds a lifetime C.P.M. and CPPO.

PAMELA PERKINS

Pam was an investigator/program specialist in the Consumer Protection Division of the Texas Attorney General's Office where she worked worker for over 29 years before retiring. Pam graduated from Stephen F. Austin State University and completed graduate work at Southwest Texas State University. Pam investigated and worked on numerous bid rigging, price fixing, and related antitrust cases involving public procurement issues, and teaches classes throughout the state on issues and concerns with public entity purchasing.

NARITA K. HOLMES, MBA, CPA., CIA

A C.P.A. in the state of Texas since 1971, Narita has extensive experience in both the financial and purchasing sectors. She served as Ector County Purchasing Agent from 1987 until she retired in 2004. Her employment includes three years with a big-eight accounting firm, fifteen years as chief financial officer for financial institutions and most recently Director of Audit and Compliance for The University of Texas of the Permian Basin. Narita has been an accounting instructor at the college level and also has taught a variety of management courses including Purchasing Management. She speaks frequently on a variety of topics for workshops, conferences and in-service training. A graduate of the University of Texas at Austin with a BBA in Accounting, she earned an MBA in Management at the University of Texas of the Permian Basin. Narita is a Charter member of TxPPA and is co-founder of N&C Consulting, specializing in procurement solutions for governmental entities.

<u>IULIA ANDREWS</u>

Julia is the Director of the Center for Safe and Secure Schools at Harris County Department of Education; she has been in the education field for 19 years . She was selected as a Teacher of the Year Nominee three years in a row for her work in Houston ISD and honored as a Top 40 Under 40 Educator in Houston. Julia is an active member of Sigma Gamma Rho Sorority, Inc., current HAABSE President and board member for the Texas Alliance of Black School Educators. Julia received her M.A. in education administration from Prairie View A & M University and a B.A. in education, with a major in elementary and middle school, from the University Northern Iowa. She is currently pursuing her doctoral degree in organizational leadership from Abilene Christian University.

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RALPH MCBROOM C.P.M

Ralph has over 40 years of experience in private and public purchasing. His private sector purchasing experience consists of 20 years with Verizon and 7 years with CBI Industries where he held several managerial purchasing positions. While with Verizon, Ralph completed a 2 year foreign assignment as Director of Purchasing and Inventory Management in the Dominican Republic. His public purchasing experience consists of 1 year as the specifications writer with the City of Plano and 9 years as Senior Contracts Administrator with Tarrant County. He is presently the Purchasing Agent for Johnson County. Ralph holds a BA from the University of Notre Dame and a lifetime C.P.M. He served as the Chairman for the Constitution and Bylaws and Legislation Committee for the North Central Texas Purchasing Association for 3 years.

ROSARIO PEÑA, RTSBA

Rosario has been employed with the Brownsville ISD for the past 36 years serving as Federal Funds/ Property Tax Accountant, Finance Coordinator, Administrator for Investments, Interim Chief Financial Officer, Special Assignment Administrator for Finance in the Food and Nutrition Department and Purchasing Director. Rosario has offered classes and served as a panelist at the National Association of Purchasing Management/Institute for Supply Management (NAPM/ISDM), has provided procurement training workshops for district staff, and Board members, and has provided investment training workshops for various Charter Schools. She holds a BBA in Management from Pan American University/ Brownsville and an Associate of Arts from Texas Southmost College/Brownsville. Rosario also holds a Governmental Accounting Certificate from Texas Tech University/Southwest School of Governmental Account. She is also a Registered Texas School Business Official.

TOM HAY

Tom joined the Texas Department of Information Resources (DIR) in 2011, after joining TRS in 2009. In his time with DIR he has worked in several capacities including Contract Services and has also managed Cooperative Contracts and Shared Technology Services contracts for the agency. He now provides outreach and training for DIR and educates customers on how to utilize DIR's products and services and educates the vendor community on how to do business with DIR and the State of Texas. Prior to working for the state, he worked in the private sector, where he became familiar with cooperative purchasing. Tom holds a Bachelor's Degree from Buena Vista University.

PHILLIP VASQUEZ

Phillip has 25 years of materials management experience in developing cost effective contract strategies. Phillip has a BA from Oklahoma State University. Phillip has directed major technology procurements, major cooperative contracts, and major construction contracts. Phillip oversaw a portfolio of over \$500 million is cooperative purchasing contracts while with a large program. He has worked or collaborated with over 8 different purchasing cooperatives trying to understand what a Cooperative Purchasing Best practices. Phillip has worked for the City of Dallas, Dallas County, Region 4 ESC, and for Collin College. Prior to joining Collin College, Phillip founded Shepherd Government Services. He often speaks on various topics especially Cooperative Purchasing.

STEVE ZEPEDA

Steve has 22 years combined experience in management and IT related fields. What started as a work study computer lab assistant during his tenure at UTPA (now UTRGV), has led him to his current position as the Senior IT Manager for Sunny Glen Children's Home. Steve has been able to experience many different levels of IT security from the different types of organizations he has worked with. He has been able to see the differences and challenges with Internet Security each produce in both private and public entities.

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MARK ROGERS

Mark has been providing training and consulting on public purchasing issues since retiring in 2009. Prior to his retirement in 2009, Mark was Director of Materials Management for the Austin Independent School District for twenty-four years. Prior positions include Director of Materials Management for the University of New Mexico at Albuquerque and Director of Purchasing & Support Services for Austin Community College. Mark has been speaking on public purchasing at the LBJ School of Public Affairs at The University of Texas since 1981 and at public purchasing seminars for the Rio Grande Valley chapter of ISM-Rio Grande Valley since 1988. While Director of Materials Management at the University of New Mexico at Albuquerque, he was responsible for implementing the New Mexico Procurement Code. Mark has been in public purchasing since 1974. He is a graduate of The University of Texas at Austin.

IESUS J. AMEZCUA, CPA

Jesus is the Assistant Superintendent for Business Services for HCDE, he oversees the financial management, investment management, debt management, procurement, compliance, tax collections, accounts receivable, accounts payable and payroll departments. Dr. Amezcua is a CPA as authorized by the Texas State Board of Public Accountancy and a member of the Professional Standards Committee for the Texas Society of CPAs. Jesus has been an adjunct professor for accounting, auditing, governmental and not for profit accounting, ethics and finance management, marketing, and tax and business courses for 22 plus years. He received his Doctor of Educations Administration from Texas A&M University in 2014. He received his MBA in 1990, Pubic Accountancy in 1994, and International Logistics in 2001 from Texas A&M International University; additionally, he received his Bachelor of Arts Degree in Business Administration and Accounting in 1987.

COULTER GOODMAN

Coulter Goodman is an Assistant Attorney General in the Antitrust Division of the Texas Attorney General's Office where he works on a range of antitrust cases, including civil bid rigging suits. Prior to working in the Antitrust Division, Coulter was a felony prosecutor in Texas for several years and tried over twenty jury cases, ranging from drug possession to murder. He spent a year and a half in Uganda working with the criminal justice system to help widows and orphans who were victims of property grabbing crimes. Coulter received his undergraduate degree from Harding University in 2010 and his law degree from The University of Texas School of Law in 2013.

MELITON MOYA, Ph.D

Dr. Moya earned a B.A. in Psychology and Sociology from Pan American University in 1974 and earned his Ph.D. in Clinical Psychology with a minor in Social Psychology from the University of Colorado at Boulder in1981. He spent twenty years as a public servant (Air Force, welfare, outpatient and inpatient mental health, juvenile and adult probation, public education administration, and teaching psychology and education at the college undergraduate and graduate levels.) In 1993, he founded The Process Manager, a consulting service specializing in K-12 psycoeducational management solutions. In 2013, he decided to focus on his writing career. He is now writing his third book and looking to publish his first two books along with poems and essays he has written through the years while also consulting with attorneys, courts and as a member of the Citizens Review Teach for Child Protective Services.

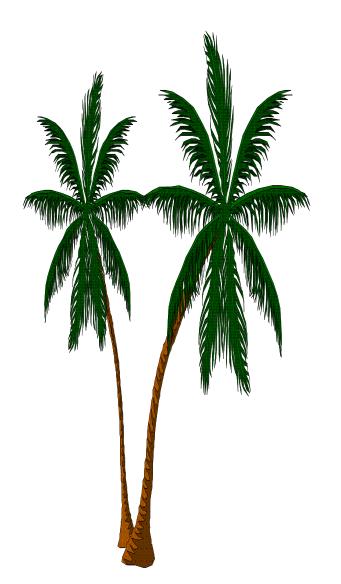


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TIMELINE 2022



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TIMELINE 2022

September 28th, 29th, 30th, 2022 South Padre Island, TX

Company Name: J.R., Inc. Address: PO Box 2816 Universal City, Texas 78148 Phone: (210) 658-6364

Email: customerservice@jrinc.org

Website: www.jrinc.org

Products: School, Office, Library & Science Furniture.

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Email: jrodriguez@jrinc.org

Contact Person 2: William Rodriguez

Email: William Rodriguez

Contact Person 3:

Email:

Vendor #: 2

Company Name: Gulf Coast Paper Co.

Address: 635 Billy Mitchell Brownsville, TX 78521 Phone: (956) 541-2281 Email: gcpc4@aol.com

Website: www.gulfcoastpaper.com

Products: Janatorial Supplies and Office Supplies

Contact Person 1: Gary Ellis Email: gcpc4@aol.com

Contact Person 2: Mario Silva

Email: Mario Silva

Contact Person 3:

Email:

Vendor #: 3

Company Name: Ion Wave Technologies Inc.

Address: 3653 South Ave Springfield, MO, 65807 Phone: 8662772645

Email: exhibit@ionwave.net Website: https://ionwave.net/

Products: Ion Wave is an industry leader in the

eProcurement movement. We specialize in Electronic

Bidding, Bid Evaluation & Scoring, Contract

Management, and Supplier Management. Our team has been serving public procurement entities for 20+

years.

Contact Person 1: Dan Elliott Email: sales@ionwave.net

Contact Person 2:

Email:

Contact Person 3:

Company Name: Xerox Corporation/XRX Business

Consultants Inc.

Address: 708 N. McColl Rd.

Mcallen

Phone: (956) 682-1820 Email: jaimeh@xrxinc.com Website: www.xrxinc.com

Products: Copiers, Printers, Scanners, Print

Management, Document Destruction

Contact Person 1: Jaime Huerta

Email: jaimeh@xrxinc.com

Contact Person 2: Tony Guerrero Guerrero

Email: Tony Guerrero Guerrero

Contact Person 3: Fatima Barajas

Email: fatima@xrxinc.com

Vendor #: 5

Company Name: Toshiba Address: 4455 SPID

Corpus Christi, Texas 78411 **Phone:** (361) 730-2805

Email: lisa.turner@tbs.toshiba.com

Website:

Products: Toshiba MFP's, Lexmark prnters, KIP, MBM

and RISO, Solutions Docuware, PaperCut etc.

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Contact Person 2: David DeViney

Email: David DeViney

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Email:

Vendor #: 6

Company Name: T-Mobile/Apex Wireless

Address: 600 Congress Floor 14

Austin TX 78701 **Phone:** 5127966209

Email: wbrunton@apexwireless.biz

Website:

Products: Wireless Phones

Wireless Routers Mobile Hotspots

HR Solutions for Wireless Wireless Accessories Vehicle tracking Solutions

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Address: 750 Town an Country Blvd, Suite 950

Houston, TX 77072

Phone:

Email: rebal.shurbaji@axis.com

Website: Products:

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Company Name: Valley Risk Consulting

Address: 1200 Fresno Suite C

McAllen, TX 78501 Phone: (956) 664-1430 Email: roger@vrctx.com

Website: www.valleyriskconsulting.com

Products: Health Benefits and Risk Management

Consulting Services

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Vendor #: 9

Company Name: Salazar Insurance Group

Address: 611 E. Loop 499 Harlingen, TX 78550 **Phone:** 956-425-8573

Email:

Website: www.salazarinsurancegroup.com

Products: Salazar Insurance Group currently provides Section 125 Voluntary Products, Core Benefits, Health Insurance and Life & Health Insurance Counseling in

school districts, municipalities and businesses

throughout Texas.

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Ft. Worth, Tx 76102 **Phone:** 214-412-1656

Email: ecain@dmautoleasing.com Website: www.dmautoleasing.com

Products: Auto Leasing

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Company Name: Region One ESC Address: 1900 W Schunior St Edinburg, TX 78541-2233 Phone: 956-984-6000

Email:

Website: www.esc1.net

Products: Region One Education Service Center (ESC) works alongside school districts to carry out the three main objectives as stipulated in the TEC §8.002: to assist school districts in improving student performance in each region of the system; enable school districts to operate more efficiently and economically; and implement initiatives assigned by the legislature or commissioner. This is accomplished through ESC programs: Purchasing Cooperatives Training and Development

Vendor #: 12

Company Name: PACE Purchasing Cooperative

Workshops Services for districts, e.g. Business, Instructional, Administrative and Technological

Address: 1314 Hines Ave

San Antonio

Phone: 2103705204

Email: jim.metzger@esc20.net Website: www.pacecoop.org Products: Purchasing Cooperative **Contact Person 1:**

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Company Name: LINEBARGER **Address:** 350 Providencia Court Brownsville, Texas 78526

Phone: (956) 546-1216

Email:

Website: lgbs.com

Products: ADVALOREM TAX COLLECTION SERVICES

FEES & FINES COLLECTION SERVICES

Contact Person 1: John Guevara **Email:** john.guevara@lgbs.com

Contact Person 2: Mark Moody

Email: Mark Moody

Contact Person 3:

Email:

Vendor #: 14

Company Name: Rush Truck Center

Address: 4700 N. Cage Blvd.

Pharr, TX 78577

Phone: (956) 782-4511

Email: trevino@rushenterprises.com Website: rushtruckcenters.com

Products: Full line of medium & Heavy duty trucks,

buses, refuse, vocational and related parts and

services

Contact Person 1: Joe Gonzalez

Email: gonzalezj@rushenterprises.com

Contact Person 2: Mario Trevino

Email: Mario Trevino

Contact Person 3:

Email:

Vendor #: 15

Company Name: TIPS

Address: 4845 US Hwy 271 North

Pittsburg, Texas 75686

Phone: (866) 839-8477

Email: tips@rtips-usa.com

Website: www.tips-usa.com

Products: TIPS is a national purchasing cooperative

offering competitively solicited contracts to education, government, and nonprofit agencies, saving them both time and money. TIPS provides a proven streamlines process that eliminates the purchasing stress for Members. "Purchasing Made

Personal"

Contact Person 1: Javier Farias Email: javier.farias@tips-usa.com

Contact Person 2:

Email:

Contact Person 3:

Company Name: Choice Partners/HCDE **Address:** 6300 Irvington Boulevard

Houston

Phone: 7136946300

Email: fjohnson@hcde-texas.org

Website: https://www.choicepartners.org

Products: Gain purchasing power with legal, shared services solutions from Choice Partners Coop. Our

services solutions from Choice Partners Coop. Our competitively procures contracts, providing transparency, oversight and compliance for your government at no cost! Maximize resources with quality, legal procurement and contract solutions for facilities services, food /cafeteria products, supplies, technology and more.

Contact Person 1: Stephen Kendrick Email: skendrick@hcde-texas.org

Contact Person 2: Steve Gibson

Email: Steve Gibson

Contact Person 3: Faye Yvonne Johnson (no

badge necessary)

Email: fjohnson@hcde-texas.org

Vendor #: 17

Company Name: OMNIA Partners, Public Sector

Address: 840 Crescent Centre Drive

Franklin, TN 37067 **Phone:** (210) 387-2084

Email:

Website: www.omniapartners.com/publicsector

Products: Cooperative Purchasing Program

Contact Person 1: Leslie Garza

Email: leslie.garza@omniapartners.com

Contact Person 2:

Email:

Contact Person 3:

Email:

Vendor #: 18

Company Name: Chuy's Custom Sports

Address: 1975 W. Business 77

San Benito, TX 78586 **Phone:** (956) 399-5685

Email: ccs.orders1@gmail.com

Website:

Products: Custom T-shirts, cups, custom printing &

embroidery

Contact Person 1: Chuy Aguilera Email: ccs.orders1@gmail.com

Contact Person 2: Rosanna Aguilera

Email: Rosanna Aguilera

Contact Person 3:

Company Name: American Surveillance

Address: 55 Galonsky Street Brownsville, Texas 78521 **Phone:** 956-604-5656

Email: jescobedo@americansurveillance.com

Website:

Products: Security and Surveillance Services

Contact Person 1: Jaime Escobedo

Email: jescobedo@americansurveillance.com

Contact Person 2:

Email:

Contact Person 3:

Email:

Vendor #: 20

Company Name: UBEO Business Services **Address:** 401 E. Sonterra Blvd. Suite

San Antonio, TX 78258 **Phone:** (210) 918-6000 **Email:** acolino@ubeo.com **Website:** www.ubeo.com

Products: Multi-function Printers/Copiers, Production Print Systems, Business Class Printers, Electronic Document Management, Print Fleet Management, Wide Format Devices, High-Speed Scanners, Offline

Finishing, Managed IT & Infrastructure, Interactive

Communication

Contact Person 1: Andrew Colino

Email: acolino@ubeo.com

Contact Person 2: Sergio Gomez

Email: Sergio Gomez

Contact Person 3: Andre Evans Email: aevans@ubeo.com

Vendor #: 21

Company Name: Gateway Printing & Office Supply, Inc.

Address: 315 S. Closner

Edinburg

Phone: (956) 451-9165
Email: cdiaz@gatewayp.com
Website: gatewayp.com

Products: General office supplies, breakroom & cleaning supplies, promotional products, Educational

supplies, Commercial Furniture & Commercial

printing.

Contact Person 1: Chris Diaz **Email:** cdiaz@gatewayp.com

Contact Person 2: Butch Shook

Email: Butch Shook

Contact Person 3:

Company Name: Xerox Business Solutions Southwest

Address: 1431 West Polk Avenue

Pharr, Texas 78501 Phone: (800) 603-9951

Email:

Website: www.dahill.com

Products: Xerox Copiers, Sharp Copiers, Printers,

Scanners, FAx Document Filing Software. Konica Copiers, Printers, Scanners, Fax

Kyocera Printers

Contact Person 1: Bill Stall Email: bill.stall@xerox.com

Contact Person 2:

Email:

Contact Person 3:

Email:

Vendor #: 23

Company Name: BuyBoard Purchasing Cooperative

Address: 12007 Research Blvd.

Austin

Phone: 800.695.2919

Email: steve.fisher@tasb.org Website: buyboard.com

Products: Cooperative purchasing for public school

districts and other local government entities.

Contact Person 1: Steve Fisher **Email:** steve.fisher@tasb.org

Contact Person 2: Xavier Gonzalez

Email: Xavier Gonzalez

Contact Person 3:

Email:

Vendor #: 24

Company Name: Armko Industries

Address: 1320 Spinks Flower Mound, TX 75028 Phone: (982) 874-1388 Email: vburdett@armko.com Website: www.armko.com

Products: Roofing and Building envelope consulting

services.

Contact Person 1: Mike Perry

Email: mperry@armko.com

Contact Person 2: Travis Jones

Email: Travis Jones

Contact Person 3:

Company Name: LD Products

Address: 3700 Cover St Long Beach, CA, 90808 **Phone:** (888) 321-2552

Email: MichaelF@ldproducts.com

Website:

Products: Office supplies specializing in compatible

ink and toner cartridges for printers.

Contact Person 1: Michael Fernandez **Email:** MichaelF@ldproducts.com

Contact Person 2: Gary Conrado

Email: Gary Conrado

Contact Person 3:

Email:

Vendor #: 26

Company Name: Copy Graphics, Inc. **Address:** 221 North 10th Street

McAllen, TX 78501 **Phone:** 956-631-0205

Email: info@copyg.com

Website:

Products: Canon, Kyocera, MBM and Formaz Authorized products dealership. Copiers, printers, wide-format, scanners, folders, sheredders, inserters, cutters. Full sales and service support valley wide. **Contact Person 1:**

Email:

Contact Person 2:

Email:

Contact Person 3:

Email:

Vendor #: 27

Company Name: Gordian

Address: Box 6099

Lago Vista

Phone: 5124616828

Email: r.burwell@gordian.com

Website: www.gordian.com

Products: Job Order Contracting, Estimating and

Facility Assessment.

Contact Person 1: Ryan Burwell

Email: r.burwell@gordian.com

Contact Person 2: Johnny Torres

Email: Johnny Torres

Contact Person 3:

Company Name: Purchasing Cooperative of America

Address: 14275 East FM 219 or P.O. Box 604

Hico, Texas 76457 **Phone:** 17132541858

Email: leslie@pcamerica.org
Website: www.pcamerica.org

Products: PCA is a purchasing cooperative with multiple products/services for public and non-profit

entities through awarded contracts

Contact Person 1: Leslie Zajicek Email: leslie@pcamerica.org

Contact Person 2: Dean Zajicek

Email: Dean Zajicek

Contact Person 3: pcamerica@pcamerica.org

Email: pcamerica@pcamerica.org

Vendor #: 29

Company Name: TelePro Communications

Address: 701 S 15th St McAllen, TX 78501

Phone: Email: Website: Products: Contact Person 1: Jesse Rodriguez

Email: Jesse@teleprocommunications.com

Contact Person 2:

Email:

Contact Person 3:

Email:

Vendor #: 30

Company Name: GovDeals

Address: 100 Capitol Commerce Blvd. Ste. 110

Montgomery, AL 36117 **Phone:** 334-387-0532

Email: conferences@govdeals.com Website: www.govdeals.com

Products: GovDeals.com is the leading provider in online government surplus auctions. All state and local governments are welcome to use our services to auction surplus in the smartest, most efficient way

possible!

Contact Person 1: Mike Williams **Email:** miwilliams@govdeals.com

Contact Person 2:

Email:

Contact Person 3:

Company Name: HERTZ FURNITURE SYSTEMS, LLC

Address: 170 WILLIAMS DRIVE

RAMSEY

Phone: (201) 529-2100

Email: coleman@hertzfurniture.com

Website:

Products: SCHOOL AND OFFICE FURNITURE

Contact Person 1: FLO RODRIGUEZ

Email: FLO@HERTZFURNITURE.COM

Contact Person 2: KORY GOLDFINE

Email: KORY GOLDFINE

Contact Person 3:

Email:

Vendor #: 32

Company Name: ExerPlay, Inc. - Cedar Crest, NM

Address: PO Box 1160

Cedar Crest

Phone: 8004575444

Email: anna@exerplay.com
Website: www.exerplay.com

Products: Outdoor recreation products including

playgrounds, shade, safety surfacing, site furnishings

and water/splash pads

Contact Person 1: Ray Vernon Email: ray@exerplay.com

Contact Person 2: Anna Tapia

Email: Anna Tapia

Contact Person 3:

Email:

Vendor #: 33

Company Name: Office Depot LLC **Address:** 6600 North Military Trail

Boca Raton, Florida 33496 **Phone:** 254-534-1562

Email: patty.salinas@officedepot.com **Website:** business.officedepot.com

Products: Office Supplies, furniture, technology,

Cleaning and break room products.

Contact Person 1: Patty Salinas

Email: patty.salinas@office.depot.com

Contact Person 2: Lilly Galvez

Email: Lilly Galvez

Contact Person 3: Nadia Garza

Email: nadia.garza@officedepot.com

Company Name: SAFE Global Services

Address: 4201 W Military Hwy

McAllen, TX 78503

Phone: (956) 668-7233

Email: info@safetrack.us

Website: https://www.safeglobalservices.com/web/ Products: Safe Global Services is an independent and

premier security agency providing unique and

customized security systems and regional intelligence consultation to a wide range of government and private sector clients both in the United States and in

Mexico

Contact Person 1:

Email:

Contact Person 2:

Email:

Contact Person 3:

Email:

Vendor #: 35

Company Name: Staples Address: 30170 FM 510 San Benito, TX 78586 Phone: 9563576075

Email: lamar.garcia@staples.com

Website: Staples.com

Products: Office products, Technology Products, Furniture products, Janitorial Supplies, Pack & Ship,

Print & Promotional services

Contact Person 1: Lamar Garcia

Email: lamar.garcia@staples.com

Contact Person 2:

Email:

Contact Person 3:

Email:

Vendor #: 36

Company Name: Frontier Direct Care

Address: 1203 W Harrison Ave

Harlingen, TX 78550

Phone: 956-472-3457

Email: Website:

Products: Primary Health Care

Contact Person 1: Febe Zepeda

Email: febe.zepeda@frontierdirectcare.com

Contact Person 2:

Email:

Contact Person 3:

Company Name: Chavez & Associates, Inc. DBA AC

Language School

Address: 610 Rozelle Ave

Sugar Land

Phone: 8325887762

Email: angeles@aclanguageschool.com Website: www.aclanguageschool.com

Products: Chavez & Associates, Inc. DBA AC

Language School is a ten-year-old organization that offers high-quality supplemental education that is both affordable and accessible to all. Our signature areas are PK-12 grade, Bilingual and ESL, New Arrival Center, Migrant Education, Special Education, and Continuing Education. We provide online courses, a digital learning platform, instructional supplies and teaching aids, an extensive e-library, printed materials and books, training, staff development, software

development, analytics, and online technical

Contact Person 1: Angeles Chavez Email: angeles@aclanguageschool.com

Contact Person 2: Alejandro Chavez

Email: Alejandro Chavez

Contact Person 3:

Email:

Vendor #: 38

support.

Company Name: Spectrum Enterprise **Address:** 17777 Center Court Dr

Cerritos

Phone: 5626770538

Email: jaime.leon@charter.com

Website: https://enterprise.spectrum.com/

Products: The broad Spectrum Enterprise portfolio includes networking and managed services solutions:

Internet access, Ethernet access and networks, Voice

and TV solutions.

Contact Person 1: Amanda Goodman-

Alvarado

Email: Amanda.Goodman-Alvarado@charter.com

Contact Person 2: Maxwell Bouadi

Email: Maxwell Bouadi

Contact Person 3:

Email:

Vendor #: 39

Company Name: 791 Purchasing Cooperative

Address: 115 Natalen Ave

San Antonio

Phone: 8327525978 Email: jeff@791coop.org Website: www.791.org

Products: Leading Purchasing Cooperative, Lead

Government Agencies Region 15 ESC and The Central

Texas Council of Governments

Contact Person 1: Jeff Shokrian

Email: jeff@791Coop.org

Contact Person 2: Rafael Vela

Email: Rafael Vela

Contact Person 3:

Email:

Company Name: Sam's Club **Address:** 3570 W. Alton Gloor Brownsville, Texas 78526

Phone: 956-350-6917

Email: carlos.garcia@samsclub.com

Website: samsclub.com

Products: General Merchandise, Groceries, Hardware

Products, Bakery, Meat Market, Tires, Etc.

Contact Person 1: Debbie Rodriguez

Email:

Contact Person 2: Carlos Garcia

Email: Carlos Garcia

Contact Person 3:

Email:

Vendor #: 41

Company Name: Texas Department of Information

Resources

Address: 300 West 15th Street Ste 1300

Austin, TX 78701 **Phone:** 512-475-0515

Email: aiko.neill@dir.texas.gov Website: www.dir.texas.gov

Products: DIR Technology leadership, solutions and value to Texas state government, education and local

government entities.

Contact Person 1: Aiko Neill Email: aiko.neill@dir.texas.gov

Contact Person 2: Tom Hay

Email: Tom Hay

Contact Person 3:

Email:

Vendor #: 42

Company Name: Lone Star Auctioneers, Inc.

Address: 4629 MArk IV Parkway

Fort Worth, Texas 76106 Phone: 817-740-9400

Email: marilyn@lonestarauctioneers.com

Website: www.lonestaractioneers.com

Products: Auctioneering services for Online Auctions

Contact Person 1: Marilyn K. Burgess

Email: marilyn@lonestarauctioneers.com

Contact Person 2:

Email:

Contact Person 3:

Email:

Company Name: WorkQuest Address: 1011 E 53 1/2 St.

Austin, TX 78751 **Phone:** (512) 451-8145

Email: tjohnson@workquest.com Website: www.workquest.com

Products: State Use Program - Products: including office supplies, furniture, food items, award items, janitorial supplies; Servicers: janitorial, landscaping,

litter maintenance, and temporary employment

services.

Contact Person 1: Rosa Valdez Email: rvaldez@workquest.com

Contact Person 2: Robert Olivo

Email: Robert Olivo

Contact Person 3: Taylor Jordan Email: tjordan@workquest.com

Vendor #: 44

Company Name: Texas Correctional Industries

Address: PO Box 4013 Huntsville, TX 77342 Phone: 800-833-4302 Email: TCI@tdcj.texas.gov Website: www.tci.tdcj.tx.us

Products: Prison Made goods, To include: Furniture,

Garments Graphics and Metal products

Contact Person 1: Rachel Honeycutt

Email: rachawl.honeycutt@tdcj.texas.gov

Contact Person 2: Shara Elder

Email: Shara Elder

Contact Person 3:

Email:

Vendor #: 45

Company Name: Ethos Engineering **Address:** 1126 South Commerce

Harlingen, TX 78550 **Phone:** 956-230-3435 **Email:** gquin@ethoseng.net **Website:** www.ethoseng.net

Products: MEP Professional Engineering Services

Contact Person 1: Rajesh Kapileshwari

Email: rajesh@ethoseng.net

Contact Person 2: Cesar Gonzalez

Email: Cesar Gonzalez

Contact Person 3: Guillermo Quintanilla

Email: gquin@ethoseng.net

Company Name: Indeco Sales **Address:** 805 E. 4th Avenue

Belton, TX 76513 **Phone:** 210-355-9157

Email: mary.minor@indecosales.com
Website: www.indecosales.com

Products: Indeco offers full service school furnishing, from planning and consulting services to a worry free installation. Our in house design team insures you

find the right finishes and selections at the right price for your project. Contact Person 1: Martin Pena

Email: marin.pena@indecosales.com

Contact Person 2: Cristal Pena

Email: Cristal Pena

Contact Person 3:

Email:

Vendor #: 47

Company Name: Lakeshore Learning **Address:** 2695 E Dominguez St

Carson, CA 90895 **Phone:** 310-537-8600

Email:

Website: www.lakeshorelearning.com

Products: Educational Supplies

Contact Person 1: Ray Martinez

Email: rmartinez@lakeshorelearning.com

Contact Person 2: Rick Lozano

Email: Rick Lozano

Contact Person 3:

Email:

Vendor #: 48

Company Name: Mission Restaurant Supply

Address: 3422 N. 10th St. McAllen, TX 78501

Phone: 956-467-1295

Email:

Website: Missionrs.com

Products: Kitchen Equipment, Small wares, Service

Contact Person 1: Larry Cantu Email: larryc@missionrs.com

Contact Person 2: Luke Wooldrige

Email: Luke Wooldrige

Contact Person 3:

Email:

Company Name: Office Furniture 4 Less

Address: 2495 Boca Chica Brownsville Texas 78521 Phone: (956) 504-1074

Email: officefurnit4less@sbcglobal.net Website: officefurniture4less.com

Products: Office Furniture

Contact Person 1: Guadalupe Hernandez

Email:

Contact Person 2: Tere Hernandez

Email: Tere Hernandez

Contact Person 3: Maria Ramirez

Email:

Vendor #: 50

Company Name: RealTerm Corp. **Address:** 201 West Street Suite 200

Annapolis, MD, 21401 **Phone:** (866) 422-5200

Email: info@realtermenergy.com

Website: https://www.realtermenergy.com/

Products: Smart HVAC: BrainBox AI, LED and Smart Interior Lighting, LED Streetlight Solutions, & Smart

Lighting Controls

Contact Person 1: Dave Beatty

Email: dbeatty@realtermenergy.com

Contact Person 2: Megan Frisa

Email: Megan Frisa

Contact Person 3:

Email:



TIMELINE 2022

LEGISLATION CLASS: LATEST DEVELOPMENTS -NEW BILLS AFFECTING PUBLIC PURCHASING



SPEAKERS:

Narita Holmes Carol Cooper Jesus Amezcua Peggy Watts Pamela Perkins

Legislation Update: Bills Affecting Public Purchasing

87TH LEGISLATIVE SESSION 2021

1

Bills Affecting State and Local Purchasers

Relates to the authority of a county to require electronic bids or proposals for competitive bidding.

The commissioners court of a county **may** by order require submission of bids or proposals through electronic transmission **if** the county makes available all technology necessary to submit through electronic transmission to any person who submits a hard-copy bid or proposal in person.

LGC 262

Effective 5/15/21

3

HB 692

Relates to retainage requirements for certain public works construction projects.

The bill states that a governmental entity **shall** include in each public works contract a provision that establishes circumstances that describe when a project is substantially complete and when the entity may release all or a portion of the retainage. The amount of retainage is described, and special provisions are included for certain types of projects. It also describes retainage contractors may withhold for non-compliance caused by subs. The circumstances when retainage may not be withheld are also described.

GC 2252

Effective 6/15/21

Relating to service contracts for leased or purchased motor vehicles.

Provides that service contracts may not be required as a condition of lease of a vehicle or purchase through a loan. Adds to the service contract a depreciation benefit option. Describes cancellation periods without penalty.

Occupations Code 1304

Finance Code 348, 353

Effective 9/1/21

5

HB 1118

Relating to state agency and local government compliance with cybersecurity training requirements.

Applies to local governments that submit grant applications under this section. To apply, the entity **must** submit written certification of the local government's compliance with cybersecurity training required by GC 2054.5191. The grant amount **must** be repaid to the state if the entity is found in noncompliance and they will be ineligible for other grants for a period of time.

*Individuals who do not comply with the training may be denied computer access by the entity. A few exemptions are listed.

GC 772, 2054, 2056

Effective 5/18/21

Relating to the required disclosure of entities with an ownership interest in a vendor of voting system equipment.

A contract to acquire voting equipment **must** identify each person or entity with a 5% or greater ownership interest in the vendor, vendor's parent company and each subsidiary or affiliate of the vendor.

Election Code 123

Effective 9/1/21

7

HB 1428

Relating to procurement by a political subdivision of a contingent fee contract for legal services.

Excludes from this section of the law contracts for legal services entered into by a political subdivision for collection of an obligation defined by Section 2107.001, that is delinquent, or services under Section 1201.027, with some exceptions.

Attorneys
Bond Counsel
Tax Delinguent

GC 2254

Effective 9/1/21

% of Payables

HB 1476

Relating to a vendor's remedies for nonpayment of a contract with this state or a political subdivision of this state.

Describes requirements that governmental entities **must** notify vendors of disputed amounts in an invoice not later than the 21st day after receipt of the invoice and include in the notice a detailed statement of the amount disputed. The entity may withhold from payments required no more than 110 percent of the disputed amount.

GC 2251

Effective 9/1/21

9

HB 1543

Relating to certain procedural requirements for public improvement districts and transfers of property located in public improvement districts.

Makes a significant number of changes in procedures related to public improvement districts and transfer of property within those districts.

LGC 372 Property Code 5 Effective 9/1/21

Relating to use of project funds of municipal development districts.

Defines geographical areas and circumstances where municipal develop district development funds may be used.

LGC 377

Effective 6/15/21

11

11

HB 2116

Relating to certain agreements by architects and engineers in or in connection with certain construction contracts.

Provides Architects and Engineers protections on contracts in three (3) areas:(1) related to an improvement to real property is void and unenforceable if the covenant or promise provides that a licensed engineer or registered architect **must** defend a party, including a third party; (2) a contract may provide for the reimbursement of an owner's reasonable attorney's fees in proportion to the engineer's or architect's liability; and (3) may not require a licensed engineer or registered architect to perform professional services to a level of professional skill and care beyond that which would be provided by an ordinarily prudent engineer or architect with the same professional license under the same or similar circumstances.

Civil Practice & Remedies Code 130

Effective 9/1/21

12

Relating to mechanic's, contractor's, or materialman's liens.

Repeals and replaces a number of definitions and provisions in the Property Code related to mechanic's, contractor's and materialman's liens. Changes are made to the Insurance Code to reflect the Property Code changes

Insurance Code 3503 Property Code 53 Effective 1/1/22

13

13

HB 2404

Relating to the creation and maintenance of a database of information regarding certain local economic development agreements; providing a civil penalty.

Applies to local governments as defined. The comptroller **shall** create an Internet database that contains information regarding all local development agreements in the state. Details of the content and reporting requirements are contained in the bill. There is a \$1,000 penalty to the local government for noncompliance. The local entity **must** provide a link on their website to the comptroller website.

GC 403 LGC 380, 381 Effective 9/1/21

14

Relating to civil works projects and other construction projects of governmental entities.

Changes to GC 2269 in the following areas: 1) General—added section on evaluation and ranking; 2) Competitive Sealed Proposal—added definition of civil works project and changed dates related to selection of offeror; and 3) Enforcement—changed date on injunctive relief.

GC 2269

Effective 9/1/21

15

15

HB 3069

Relating to statutes of limitation and repose for certain claims involving the construction or repair of an improvement to real property or equipment attached to real property.

Establishes dates by which claims **must** be made against listed professionals related to construction, repair of an improvement to real property or equipment attached to real property.

Refers to GC 2269.351 Design Build for Civil Works Projects

Civil Practice and Penalties Code 16

Effective 6/14/21

16

Relating to energy savings performance contracts.

Amends the definition of energy savings performance contract. Additional changes define when the scope of an energy savings contract may be modified and enforcement actions that may be taken.

LGC 302

Effective 6/14/21

17

17

HB 3774

Adds forensic experts to the list

Relating to – not anything at all to do with GC 2254.

Added <u>forensic science</u> to the definition of professional services and a <u>forensic analyst or forensic science expert</u> to professional services provided in connection with the professional employment or practice of a person who is licensed or registered as:

GC 2254

Effective 9/1/2021

18

new certification

Relating to state contracts with and investments in certain companies that boycott energy companies.

Would, among other things, **prohibit** a governmental entity from entering into a contract with a company for goods or services unless the contract contains a **written verification** from the company that it: (1) does not boycott energy companies; and (2) will not boycott energy companies during the term of the contract.

GC 809, 2274

Effective 9/1/21

19

19

SB 19

new certification

Relating to prohibited contracts with companies that discriminate against the firearm or ammunition industries.

Would: (1) **prohibit** a governmental entity from entering into a contract with a company for the purchase of goods or services unless the contract contains a **written verification** from the company that it: (a) doesn't have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and (b) will not discriminate during the term of the contract against a firearm entity or firearm trade association; and (2) provide that the prohibition in (1) applies only to a contract paid partly or wholly from public funds between a governmental entity and a company with at least 10 full-time employees that has a value of at least \$100,000.

GC 2274

Effective 9/1/21

20

Relating to purchasing of cloud computing services by a political subdivision.

Adds cloud computing services to the definition of the term "personal property" for purposes of the Public Property Finance Act.

LGC 271

Effective 6/3/21

21

21

SB 59

Relating to the advertising and promotion of a state purchasing program for local governments.

Authorizes the Texas Comptroller's office to advertise its state purchasing program for local governments in any available media or otherwise promote the purchasing program.

LGC 271

Effective 6/7/21

22

Relating to automated external defibrillators.

Any person who owns or leases an AED shall:

- (1) maintain and test AED according to manufacturer's guidelines
- (2) conduct monthly inspection to verify AED is (a.) in place at designated location (b.) reasonably appears to be ready for use; and (c.) does not reasonably appear to be damaged in a manner that could prevent operation.

And provides a liability exemption.

Health and Safety Code 779.003

Effective 9/1/21

23

23

SB 219

Relating to the civil liability and responsibility for the consequences of defects in the plans, specifications, or related documents for the construction or repair of an improvement to real property or of a road or highway.

This bill: (1) provides that, in regard to a contract for the construction or repair of improvement to real property, a contractor is not responsible for the consequences of design defects in and may not warranty the accuracy, adequacy, sufficiency, or suitability of plans, specifications, or other design documents provided to the contractor by a person other than the contractor's agents, contractors, fabricators, or suppliers, or its consultants, of any tier; (2) requires a contractor, within a reasonable time of learning of a defect, inaccuracy, inadequacy, or insufficiency in the plans, specifications, or other design documents, disclose in writing to the person with whom the contractor enters into a contract the existence of any known defect in the plans, specifications, or other design documents that is discovered by the contractor, or that reasonably should have been discovered by the contractor using ordinary diligence, before or during construction;

24

SB 219 (cont'd)

(3) excepts certain contracts from the new provisions regarding responsibility for defects in plans and specifications described in (1) and (2); (4) requires a construction contract for architectural or engineering services or a contract related to the construction or repair of an improvement to real property that contains architectural or engineering services as a component to require that the architectural or engineering services be performed with the professional skill and care ordinarily provided by competent architects or engineers practicing under the same or similar circumstances and professional license, and a provision in a contract with a different standard of care is void and unenforceable; and (5) provides that certain limitations on a contractor's responsibility for certain defects do not apply to a design-build contract.

Business & Commerce Code 59
Civil Practices & Remedies Code 130

Effective 9/1/21

2

25

SB 291

Relating to the posting of certain project information at a commercial building construction site.

As soon as practicable after beginning of construction a developer SHALL visibly post at the entrance of the construction site;

- 1. name and contact info of developer
- 2. brief description of the project

Building & Commerce Code 116

Effective 9/1/21

26

Relating to state agency and local government information management and security, including establishment of the state risk and authorization management program and the Texas volunteer incident response team; authorizing fees.

Would, among other things: (1) require the Department of Information Resources (DIR) to establish a framework for regional cybersecurity working groups to execute mutual aid agreements that allow state agencies, local governments, and others to assist with responding to a cybersecurity event in the state; (2) require DIR to establish the Texas volunteer incident response team to provide rapid response assistance to any participating entity (which could include a city) under DIR's direction during a cybersecurity event; and (3) authorize DIR to establish a regional network security center to assist in providing cybersecurity support and network security to certain entities (including cities) that elect to participate in and contract for services through such a center.

GC 2054, 2059, 2062

Effective Various

27

27

SB 538

Relating to information technology purchased through the Department of Information Resources.

Expands the Department of Information Resources' cooperative contracts purchasing program for information technology commodity items to include items in demand by political subdivisions of this state and governmental entities of another state. Terms changed from two years after date of agreement to the duration of the initial contract and terms and conditions can be renegotiated at any time before expiration of contract.

GC 2157 Effective 9/1/21

28

Relating to the authority of a local government to enter into an intergovernmental support agreement with a branch of the armed forces of the United States.

To provide installation-support services to a military installation located in Texas.

GC 793

Effective 5/24/21

29

29

SB 783

Relating to the purchase of iron and steel products made in the United States for certain projects by public institutions of higher education.

Adds institution of higher education to definition of governmental entity related to purchase of iron and steel products made in the US.

GC 2252 Higher Education

Effective 9//1/21

30

Relating to contracting procedures and requirements for governmental entities.

Would, among other things, give a governmental entity contracting for the services of physicians, optometrists, and registered nurses, where the number of contracts awarded is not otherwise limited, the option of making the selection and award on the basis of: (1) the provider's agreement to payment of a set fee, as a range or lump sum amount; and (2) the provider's affirmation and the governmental entity's verification that the provider has the necessary license and experience.

GC 531, 2054, 2155, 2157, 2254, 2262 Ed Code 44 Effective 9/1/21

31

31

SB 1064

Relating to the extended registration of certain county or city fleet vehicles.

Would: (1) provide that a county or city that owns and operations a motor vehicle, trailer, or semitrailer that is exempt from the payment of a registration fee under certain law may choose to register some or all of those vehicles for an extended registration and inspection period of three years; and (2) require a county or city that chooses to register a vehicle as described in (1) to provide for the timely inspection of the vehicle before registration

Transportation Code 502

Effective 9/1/21

32

Relating to participation in the comptroller's contracts for travel services.

Defines qualifications to participate in the contracts. Would, among other things, prohibit the comptroller from charging a fee if a government entity officer or employee who is engaged in official entity business participates in the comptroller's contract for travel services for the purpose of obtaining reduced airline fares and reduced travel agent fees.

GC 2171

Effective 5/28/21

33

33

SB 1821

Relating to procurement of a contingent fee contract for legal services by certain governmental entities.

Would, for purposes of the Professional Services Procurement Act, define the term "contingent fee contract" to include an amendment to a contingent fee contract if the amendment changes the scope of representation or may result in the filing of a lawsuit or the amending of a petition in an existing lawsuit.

GC 2254

Effective 6/7/21

34

Relating to prohibiting contracts or other agreements with certain foreignowned companies granted direct or remote access in connection with critical infrastructure in this state

Would, among other things, prohibit a governmental entity from entering into a contract or other agreement relating to "critical infrastructure" (defined to mean a communication infrastructure system, cybersecurity system, electric grid, hazardous waste treatment system, or water treatment facility) in this state with a company that is: (1) owned by or the majority of stock or other ownership interest of the company is held or controlled by: (a) individuals who are citizens of China, Iran, North Korea, Russia, or certain other counties; or (b) a company or other entity, including a governmental entity, that is owned or controlled by citizens of or is directly controlled by the government of China, Iran, North Korea, Russia, or certain other countries; or (2) headquartered in China, Iran, North Korea, Russia, or certain other countries.

GC 2274 Business & Commerce Code 113 Effective 6/18/21

35

Changes to Public Information Law

Relating to the authority of a governmental body impacted by a catastrophe to temporarily suspend the requirements of the public information law.

Provides clarification: Catastrophe does not mean a period when staff is required to work remotely and can access information responsive to an application for information electronically, but the physical office of the governmental body is closed. The requirements do not apply during the suspension period determined by the body if the governmental body: is significantly impacted, such that the catastrophe directly causes the inability of a governmental body to comply with the requirements of this chapter. The governmental body may suspend the applicability of the requirements of this chapter under this subsection only once for each catastrophe. A governmental body that initiates a suspension period under subsection (d) may not initiate another suspension period related to the same catastrophe, except for a single extension period as prescribed in subsection (e). The combined suspension period for a governmental body filing under subsections (d) and (e) may not exceed a total of 14 consecutive calendar days with respect to any single catastrophe. Upon conclusion of suspension period, governmental body shall immediately resume compliance with all requirements of this chapter.

GC 552 Effective 9/1/21

37

SB 1225 (cont'd)

Relating to the authority of a governmental body impacted by a catastrophe to temporarily suspend the requirements of the public information law.

Section 2 is added to read: PRODUCTION OF PUBLIC INFORMATION WHEN ADMNISTRATIVE OFFICES CLOSED. (a) Except as provided by section 552.233 if a governmental body closes its physical offices, but requires staff to work, including remotely, then the governmental body shall make a good faith effort to continue responding to applications for public information, to the extent staff have access to public information responsive to an application, pursuant to this chapter while its administrative offices are closed. Failure to respond to requests in accordance to subsection (a) may constitute refusal to request an attorney general's decision as provided by Subchapter G or a refusal to supply public information or information that the AG has determined is public information that is not excepted from disclosure under Subchapter C as described by Subsection 552.321 (a)

GC 552

Effective 9/1/21

Bills that are ISD Specific

39

HB 4545

Relating to the assessment of public school students, the establishment of a strong foundations grant program, and providing accelerated instruction for students who fail to achieve satisfactory performance on certain assessment instruments.

Relating to the purchase of certain-instruction-related materials, the establishment of a strong foundations grant program, providing accelerated instruction for students who fail to achieve satisfactory performance on certain assessment instruments, and an accelerated learning and sustainment outcomes bonus allotment under the foundation school program.

Ed Code 28 and 39

Effective 6/16/21

Relating to the adoption of uniform general conditions for building construction contracts entered into by school districts and the composition of the committee that reviews uniform general conditions.

A school district may adopt uniform general conditions to be incorporated in all district building construction contracts.

Composition of committee that reviews uniform general conditions is revised.

Ed Code 44 GC 2166 Effective 6/7/21

41

41

SB 1831

Section 37.086 Relating to required posting of warning signs of increased trafficking penalties

Each school shall post warning signs of the increased penalties for trafficking of persons under Section 20A.02 (b-1) (2), Penal Code, at the following locations:

Ed Code 37

Effective 9/1/21

42

Bills that are State Specific

43

43

SB 1541

Relating the definition of business case for major information resources projects.

Adds a definition of "business case" involving a comparison of business solution costs and project benefits based on a solution assessment and validation for major information resources projects.

GC 2054

Effective 9/1/21

44

Relating to the purchase of food and beverages by the Department of Public Safety for certain persons.

Changes definition of funds for peace officer training to "certain persons". This section relates to purchase of food and beverages for training functions. It expands use to persons working in emergency situations, incidents or disasters who are unable to leave their assignment area due to the situation.

GC 411

Effective 6/7/21

45

HB 3130

Relating to state agency contracts for Internet application development.

Added additional definition to contracts a state agency may make with a third party related to Internet applications.

GC 2054

Effective 9/1/21

46

Relating to information regarding state agency vehicle fleets.

The office of vehicle fleet management **shall** establish a vehicle reporting system to assist state agencies in the management of agency vehicle fleets. Agencies with fleets over 2,500 vehicles **shall** establish a reporting system to assist the management.

GC 2171

Effective 6/18/21

47

47

SB 220

Relating to notice and reporting requirements for vendor rebates under a contract listed on a multiple award contract schedule.

The comptroller **shall** notify a state agency purchasing a good or service through a contract listed on a schedule developed under this subchapter of the percentage used to calculate the rebate authorized under subsection (a); 2) regarding rebates, adds the purchasing state agency (not the comptroller) **shall** ensure the purchase was made with federal funds. Would remove the purchasing agency for reporting and reconciliation purposes

GC 2155

Effective 9/1/21

48

Relating to certain required reports or information received or prepared by state agencies and other governmental entities.

Establishes August 31 as the date by which the person who oversees contract management for a state agency is to report a contractor's completion of cybersecurity training program to DIR as required.

GC 2054.5192

Effective 9/1/21

49

SB 922

Relating to contracts for fingerprinting services entered into by the Department of Public Safety of the State of Texas.

Provides requirements for contracts with a vendor to provide fingerprinting services throughout the state to use when accessing criminal history record information.

Requires a study of miles required to travel in the state to receive fingerprinting services and any gaps in coverage.

GC 411

Effective 9/1/21

50

Relating to public health disaster and public health emergency preparedness and response.

Businesses in this state may not require a customer to provide any documentation certifying the customer's COVID-19 vaccination or post-transmission recovery on entry to, to gain access to, or to receive services from the business. Business not complying is not eligible to receive a grant or enter into a contract payable with state funds.

Each appropriate state agency shall ensure that businesses in this state comply with this law and may require compliance as a condition for a license, permit, or other state authorization necessary for conducting business in this state.

Health and Safety Code 161

Effective immediately

51

51

Bills that Impact Only the Texas Department of Transportation

52

Relating to the purchase of cybersecurity insurance coverage by the Texas Department of Transportation.

Defines "cyber attack" and authorizes the Texas Department of Transportation to purchase cybersecurity insurance coverage.

Transportation Code 201

Effective 5/24/21

53

53

SB 1270

Relating to the procurement of certain goods and services related to highways by the Texas Department of Transportation.

Amends language to provide an exception to Subsection (c), department may award a contract described by subsection (b) (2) or (3) as a purchase of goods under subtitle D, Title 10, Government Code, if department: estimates that the contract will involve an amount for which the comptroller has delegated purchasing authority for the purchase of goods to state agencies under rules adopted by the comptroller under Subchapter C, Chapter 2155 Government Code and determines that competitive bidding procedure in this chapter is not practical. Changes language: the contract will involve an amount the comptroller has delegated purchasing authority for purchase of services to state agencies under rules adopted under Subchapter C, Chapter 2155 Government Code.

Transportation Code 223

Effective 6/7/21

54

88th Legislative Session

55

55

88th Legislative Session

Bills will start to be filed in November 2022

Regular Session begins January 10, 2023

Deadline to file bills March 10, 2023

Last day of 88th Regular session May 29, 2023 (140th day)

56

How to Track the Legislature

You may wish to look up legislation of interest at:

www.capitol.texas.gov

87th Regular Session - 2021										
Status	HB	HCR	HJR	HR	SB	SCR	SJR	SR	Total HB & SB	Total
Introduced	4671	119	163	2100	2256	60	58	572	6927	9999
Passed	587	54	4	2055	486	46	4	567	1073	3803
Vetoed	12	0	n/a	n/a	8	0	n/a	n/a	20	20

2021 example

Legislation tab / General Reports

57

57

You may Search

- ♦ By bill number
- *Bill text and activities related to the bill
- By author
- Bills signed
- Bills vetoed
- Bills that go into effect without Governor's action
- By topic
- ❖ By date bill will go into effect

58

Terminology

- ♦ When a bill passes in the chamber (House or Senate) where it was introduced originally, it is labeled **Engrossed**
- ♦ When a bill passes in both chamber chambers, it is labeled Enrolled
- After passing both chambers, the bill will go to the Governor where he/she may:
 - ∘ --Sign the bill
 - -- Veto the bill
 - --Let it go into effect without taking action
 - The effective date will generally be stated in the bill

59

Official Updates to Statutes

https://statutes.capitol.Texas.gov

Texas Constitution and Statutes Home

Home Search Download Statutes By Date

The statutes available on this website are current through the 87th 2nd Called Legislative Session, 2021. The Texas Constitution is current through the amendments approved by voters in November 2019. In 2018 the section headings to the constitution, which are not officially part of the text of the constitution, were revised to reflect amendments and to modernize the language.

Legislative Update Speakers

Narita Holmes, MBA, CPA, CIA
Carol Cooper, C.P.M., CPPO, CPSM
Dr. Jesus Amezcua
Peggy Watts, CPA, CFE, CTSBS
Pam Perkins

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TIMELINE 2022

AVOIDING AND HANDLING PROTESTS



SPEAKER:

Ralph McBroom, CPM

AVOIDING AND HANDLING A PROTEST AND SERVICE RELATED TO INTERNAL CUSTOMERS

Presented by Ralph McBroom of Johnson County

1

Agenda

- What is a Protest?
- Reasons for Protests
- Preventing Protests
- Protest Procedure
- Protest Example
- Customer Service in Purchasing

2

What is a Protest?

Dispute

 A difference between supplier and a buyer over a bid, solicitation or contract.

Protest

 An objection by an interested party to a solicitation or award with the intention of receiving a remedial result.

Appeal

 The submission of a protest, contract dispute or claim to a higher authority, with an intent to overturn a decision by a lower authority.

- (

3

Preventing Bid Protests

- Best way to handle a bid protest is to prevent one.
- Bid protests can be legitimate or nonlegitimate and are always serious and usually politically sensitive.



4

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Bid protests can be written or verbal and may be for the following reasons:

- Advertising of bid notices
- Deadlines
- Bid opening
- Delivery of bids
- Alleged improprieties or ambiguities in the specifications
- Not following good business practices

5

Reasons for protests:

- Restrictive specifications
- Not receiving addendums or other special notices
- Bid received late and not accepted
- Not being recommended for award
- Alleged questionable or indefinite evaluation factors
- Timeframe is too restricting

Protest Procedures

- Advise the user department of the possibility of a bid protest.
- Discuss with the bidder what and why they are protesting.
- Explain the award recommendation and the criteria by which it was evaluated.
- If the protester does not agree with your rationale and explanation, establish a meeting with the Purchasing Agent.

7

7

Protest Procedures

- Advise the Purchasing Agent that you have a potential bid protest.
- Gather all correspondence, e-mails, letters, and bid folder contents and brief the Purchasing Agent with details of the protest.

8

Protest Procedures

- The buyer should set up a meeting with the Purchasing Agent, the protesting bidder, the Buyer, and representatives from the user department to discuss and/or resolve the protest.
- A strategy meeting should take place prior to meeting with the protester

ç

9

If award has <u>not</u> been made, as a result of the meeting, one of the following actions will occur:

- Proceed with award as recommended.
- Postpone the bid award and conduct additional evaluation.
- Cancel all bids and rebid with revised specifications.

If the award <u>has</u> been made, as a result of the meeting, one of the following actions will occur:

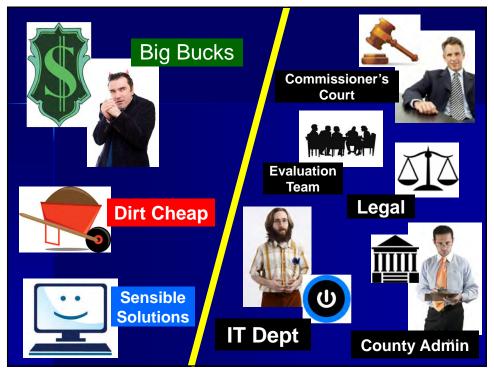
- The award will stand.
- The Purchasing Agent will advise the protesting bidder of the procedure for addressing with the appropriate entity authority.
- The Buyer shall be prepared to defend the recommendation in a meeting with the appropriate entity authority. The Buyer may enlist the assistance of the user department and evaluation team. ¹¹

11

AWARD OF CONTRACT

The law requires that each non-awarded low bidder meeting specifications must be contacted and given the time and date of the award in Commissioners Court, affording them the opportunity to protest publicly, to which they are legally entitled.





Evaluation Team

- IT Management
- Sheriff's Department Management
- County Clerk Management
- District Clerk Management



15

First RFP



- Two years prior
- IT request to make a major purchase using a DIR Contract
- RFP Requirement was multi-million dollar project
- Requested Generic Specifications from IT Department

16

1st Protest by Big Bucks

- The specifications turned out to be non-generic
- We rejected all proposals in order to rebid
- County Administrator requested IT to rewrite specifications with a consultant













17

Second RFP

- Specifications were generic
- Evaluation Committee felt vendor meetings and demonstrations were not necessary
- Recommendation by evaluation team was for the incumbent vendor,
 Sensible Solutions



19

Day of Court Recommendation Vendor, Big Bucks, sent twelve (12) representatives to protest Vendor, Dirt Cheap, sent one (1) representative from the east coast

Elected Officials



- One commissioner had IT background and wanted to be kept informed
- He was not kept informed, was very upset and sided with Big Bucks
- He directed the evaluation team to meet with all 3 vendors

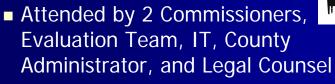


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21

Vendor Meetings

- Led by Purchasing (Ralph McBroom)
- 1 ½ hours for each vendor
- Randomly drawn times













- Sensible Solutions
- Dirt Cheap from the East Coast
- Big Bucks







23

VENDOR PRESENTATION MEETINGS

- Sensible Solutions presentation was excellent
- Dirt Cheap admitted to making a mistake and were withdrawing their protest



24

VENDOR PRESENTATION MEETINGS

- During the technical presentation Big Bucks representative interrupted the meeting with a new protest
- He claimed that Purchasing failed to answer question #5 of 10 questions submitted
- We looked through our files and found the fax received from Big Bucks did not list a question #5

25

Big Bucks Apology Letter



27

Happy Ending

- Big Bucks announced in Court they were backing off
- Sensible Solutions received the award as recommended by evaluation team

28

Lessons Learned

- Communication is Vital
- Generic Specifications are Key
- Vendor Demos/Meetings for Complex RFPs are a MUST
- Know Your Entity's Protest Procedure
- Documentation is Critical



29

29

Departmental Teamwork

- Very important!
- Purchasing Agent
- Assistant Purchasing Agent
- Senior Buyer



30

CUSTOMER SERVICE IN PURCHASING

- It is very important to look at all the departments in your organization as internal <u>customers</u> (Johnson County example)
- Customer surveys give us feedback on how well we are serving our department users
- Meetings with departments and establishing relationships

31

31

CUSTOMER SERVICE IN PURCHASING

- Conduct workshops with groups of internal customers
- Good relationships developed with internal customers will result in them coming to purchasing first for solutions
- A high level of efficiency and short response times should be the norm
- Customer service books

CUSTOMER SERVICE IN PURCHASING

- A strong professional development program can enhance customer service
- Other entity example

33

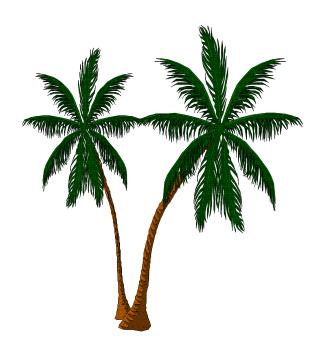
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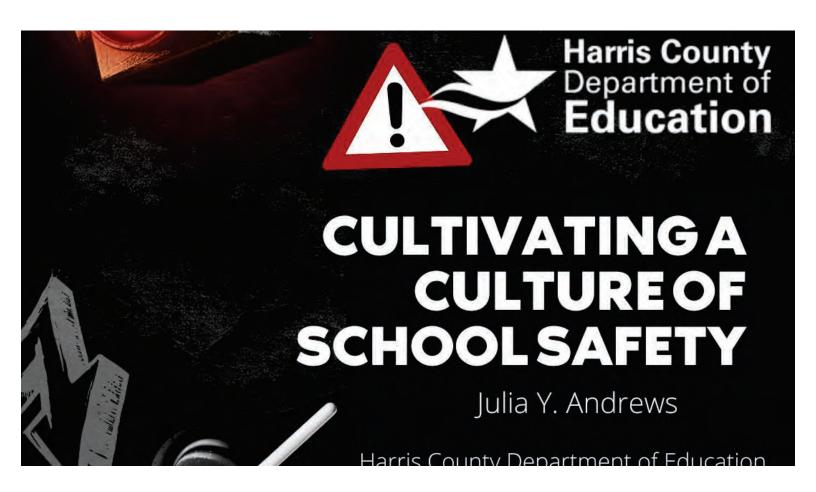
TIMELINE 2022

SAFETY, SECURITY, AND PROCUREMENT



SPEAKER:

Julie Andrews



Objectives

- Understand how to build a safe and supportive environment using school safety best practices.
- Identify and improve areas of weakness in K-12 school climate and culture.









The Importance of Connections

We Connect Debrief:

- What felt most comfortable? What felt most uncomfortable?
- What did you notice others doing when they felt comfortable? What about when they weren't so comfortable?
- Inclusive Practices: What accommodations would need to be done to make this activity even more inclusive?







What Does the Data Say?

The surge in school shootings was stark: There were 93 incidents with casualties at public and private schools in 2020-21, compared to 23 in the 2000-01 school year. The record year included 43 incidents with deaths and 50 with injuries only.

(National Center for Educator Statistics, 2022).





What is the Cause?







Harris County Safe Schools Commission

Harris County Safe Schools Commission

On June 14, 2022, Harris County Commissioners Court unanimously approved Precinct 3 Commissioner Tom Ramsey's proposal to create the Harris County Safe School Commission. Each Commissioners Court member appointed one representative to create the 5-member committee, which coincidentally resulted in a diverse group of perspectives on school safety including a parent, student, teacher, superintendent, and an ISD trustee.

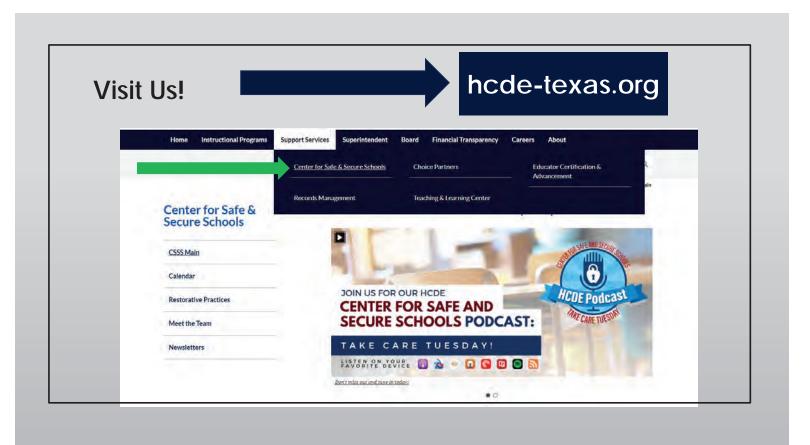




Harris County Safe Schools Commission Report Maintenance Communications Resources Accountability **Training** Prioritize facility **Standardize** Measure and **Cultivate faculty Ensure** maintenance & first responder emergency resources and follow-through relationships for training for first and tools are with enhancements preparedness responders, available responsibilities and response faculty, & at all levels needs students









TIMELINE 2022

A REPORT ON PURCHASES BY A FORMER FBI AGENT



SPEAKER:

Jorge Cisneros



SAFE Global Services Founded 2008

A Report on Purchases by a Former FBI Agent

1

Jorge "JL" Cisneros President

- FBI for 23 years.
- Investigated international terrorism, drug trafficking, and kidnappings.
- FBI's Border Liaison Officer with Mexico.
- Supervisor of the Joint Terrorism Task Force and the Violent Crimes Squad.

About Us



Ricardo "Rick" Rivera Chief of Operations

- Retired from the Texas Rangers as a Lieutenant after serving the State of Texas for 24 years.
- Investigated narcotics, homicides, kidnappings, public corruption, and domestic terrorism.
- Hostage negotiator.



Jorge Velasco Chief of Investigations

- FBI for 21 years.
- Served in the U.S. Marine Corps and the U.S. Border Patrol.
- Investigated international terrorism, Mexican drug trafficking organizations, gangs, and public corruption.











SAFE Global List of Services

- Investigations (Backgrounds, Corporate Theft, Fraud, Extortions)
- Video Monitoring Systems
- GPS Tracking
- "SAFE ALERT" System
- Security Services
- Transportation Services
- Protection of Property and Facility Intrusion
- Executive Protection
- First Responders (Mexico)
- Training (International Travel, Hostage/Kidnapping, Active Shooter)
- Intelligence Reports
- Security and Vulnerability Threat Assessments

7

SAFE Support Capabilities



Networking/Resources

U.S. Federal, State, and Local Agencies Mexican Federal and State Agencies

Vetted Intelligence Sources

Member of Overseas Security Advisory Council (OSAC)



SAFE Employees (Over 700+)

Investigators

Security Personnel

Transportation Specialists

Intelligence Analysts

Technical Support

Course Outline

- What is Bribery?
- Case Study La Joya Housing Authority –
 with Commentary
- Questions

9

What is Bribery?

- Bribery is a crime involving individuals offering gifts or money to public officials in exchange for better treatment.
- Although in some countries, bribery is accepted as a way
 of doing business, it is a crime in the United States on
 both the state and the federal level.
- It is a crime to both give a bribe and receive a bribe.
- The following are examples of bribery:
 - Paying a Judge to get a lighter or more lenient sentence,
 - Offering money to a police officer not to write a ticket,
 - Sending a government official on an all-expenses paid trip in exchange for expediting construction permits.



Bribery Laws

- Bribery is often prosecuted as part of a larger fraud or corruption case since, as a general rule, bribery requires the collusion of the official who is bribed.
- Federal Bribery is a charge that is brought against individuals who offer or attempt to offer gifts, money or anything else of value in an effort to influence an official act.
- Although bribery is usually prosecuted on a state level, some types of cases are
 prosecuted criminally on the federal level. Specifically, the following criminal statutes
 apply to federal bribery charges:
 - Bribery of a Public Official,
 - Illegal Gratuity to a Public Official,
 - Receipt of Commissions or Gifts for Procuring Loans,
 - Conspiracy.

11

Case Study - La Joya Housing Authority - with Commentary





FBI initiates cases based on incidents such as 9/11.

Or, in most cases

Information received from Informants, the "Bread and Butter" of the FBI. Each Agent is required to operate at least two Informants.

0

Complaint received by a Victim. In the La Joya case, it was most likely from an employee of the City of La Joya.



13

La Joya Housing Authority Member Indicted for Bribery - 18 U.S. Code § 666(a)(2)

- On August 19, 2019, La Joya Housing Authority Board member, Sylvia Garces Valdez, 41, was arrested on charges of federal program bribery regarding a city public relations contract.
- Valdez participated in a pay-to-play scheme, which allowed her to win a public relations contract in La Joya
- According to the indictment, from June 2018 to approximately November 2018, Valdez agreed to give more than \$5,000 to someone with the intent to influence an elected official for the City of La Joya.
- The FBI, Department of Housing and Urban Development -Office of the Inspector General (OIG), and U.S. Department of Agriculture - OIG conducted the investigation
- She faced up to 10 years in federal prison and forfeiture of \$10,000.



18 U.S. Code § 666 - Theft or bribery concerning programs receiving Federal funds

- (a) Whoever, if the circumstance described in subsection (b) of this section exists-
 - (1) being an agent of an organization, or of a State, local, or Indian tribal government, or any agency thereof-
- (A) embezzles, steals, obtains by fraud, or otherwise without authority knowingly converts to the use of any person other than the rightful owner or intentionally misapplies, property that-
 - (i) is valued at \$5,000 or more, and
 - (ii) is owned by, or is under the care, custody, or control of such organization, government, or agency; or
- (B) corruptly solicits or demands for the benefit of any person, or accepts or agrees to accept, anything of value from any person, intending to be influenced or rewarded in connection with any business, transaction, or series of transactions of such organization, government, or agency involving any thing of value of \$5,000 or more; or
- (2) corruptly gives, offers, or agrees to give anything of value to any person, with intent to influence or reward an agent of an organization or of a State, local or Indian tribal government, or any agency thereof, in connection with any business, transaction, or series of transactions of such organization, government, or agency involving anything of value of \$5,000 or more:

shall be fined under this title, imprisoned not more than 10 years, or both.

(b) The circumstance referred to in subsection (a) of this section is that the organization, government, or agency receives, in any one year period, benefits in excess of \$10,000 under a Federal program involving a grant, contract, subsidy, loan, guarantee, insurance, or other form of Federal assistance.

15

Only 2% of Defendants go to trial.

Most Defendants plead guilty and/or become Cooperating Defendants in order to get a reduced sentence.

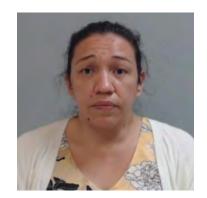
Cooperating Defendants agree to cooperate by debriefing and to testify against other conspirators.

Valdez's cooperation resulted in the arrest of <u>three additional</u> <u>defendants.</u>



Former public relations consultant pleads guilty to a misdemeanor in La Joya corruption case

- (Because of her Cooperation)
- On September 30, 2021, the U.S. Attorney's Office for the Southern District of Texas dropped a bribery charge against Sylvia Garces Valdez of La Joya after she pleaded guilty to improper influence, a Class A misdemeanor, in state court.
- Valdez a local teacher befriended Frances Salinas De Leon, the daughter of La Joya Mayor Jose A. "Fito" Salinas.
- The mayor appointed Valdez to the La Joya Housing Authority board.
- Valdez also became a public relations consultant for the city.
- La Joya paid Valdez a \$12,000 retainer in June 2018, when Salinas signed the public relations contract. Valdez cashed the check and split the money with De Leon.
- · Valdez had been cooperating with the government since before her arrest.
- Valdez was placed on community supervision for two years, fined \$4,000, and pay \$22,000 in restitution.



17

The daughter of former La Joya Mayor Jose A. "Fito" Salinas and ex-housing authority official faces fraud charges

- On December 24, 2020, the former interim executive director for the La Joya Housing Authority, Frances Salinas De Leon, 52, was arrested in San Antonio on charges of wire fraud.
- From June 2018 to approximately November 2018, De Leon acted as an intermediary between Sylvia Garces Valdez and De Leon's father. Jose A. "Fito" Salinas. a local elected official.
- De Leon helped secure a public relations contract for Valdez by convincing her father to approve the
 contract so she could receive a significant amount of the contract's proceeds from Valdez.
- Additionally, De Leon admitted to wire fraud in connection with loans received for a children's daycare project.
- During 2017, the La Joya Economic Development Corporation, which her father headed, provided approximately \$341,000 in loans to De Leon and other individuals to pay for the construction of the project.
- De Leon stole some of the funds and also received kickbacks from some of the subcontractors.
- De Leon faced up to 20 years in federal prison as well as a possible \$250,000 maximum fine.
- On June 5, 2021, De Leon pled guilty to wire fraud and was subsequently sentenced to serve a 39month-term of imprisonment and three years of supervised release following her sentence.



FBI arrests former La Joya mayor, investigation focuses on land deal and public relations contract

- On February 12, 2021, Federal agents arrested former La Joya Mayor Jose A. "Fito" Salinas, 82, after a wide-ranging investigation that focused on corruption at La Joya City Hall and the La Joya Housing Authority.
- Salinas served as La Joya's mayor from 2011 to 2019.
- Salinas was accused of two counts of wire fraud relating to the purchase of real estate property and a public relations contract.
- In July 2016, Salinas devised a scheme that involved his house, which the City of La Joya purchased for \$235,000 at a highly inflated rate.
- In June 2018, the City of La Joya entered into a public relations contract with Sylvia Garces Valdez. As a condition for receiving the contract, the mayor's daughter -Frances Salinas De Leon – was to receive a portion of the contract's payments.
- Salinas faced up to 20 years in federal prison and up to \$250,000 maximum fine. His
 indictment also included a notice of intent to forfeit the \$235,000.
- On July 19, 2021, Salinas pled guilty to wire fraud in relation to the bribery scheme just
 as he was about to go to trial and was subsequently sentenced to 33 months in prison
 and three years of supervised release following his sentence.



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La Joya Housing Authority former maintenance director charged with fraud

- On October 7, 2020, Federal agents arrested Ramiro Alaniz, the former maintenance director for the La Joya Housing Authority.
- Alaniz was charged with one count of wire fraud conspiracy related to the construction of a daycare center.
- At the time of Alaniz's employment, Frances Salinas De Leon served as the interim executive director
 for the housing authority, and she hired Alaniz as the general contractor for the Arcoiris daycare
 project.
- As part of the scheme, De Leon instructed Alaniz to inflate the billing invoices, and then he instructed
 some subcontractors to inflate their invoices in order to hide that De Leon was being paid kickbacks
 with money loaned to the Arcoiris daycare project from the La Joya Economic Development
 Corporation.
- From 2017 through 2018, De Leon would write checks to the subcontractors from the bank account
 that contained the loan money that was awarded to the Arcoiris daycare project.
- De Leon would give those checks to Alaniz who would then give it to the subcontractors.
- Alaniz would then go to the bank with the subcontractor to cash the check
- Alaniz would take the cash back from the subcontractor and then return only part of the money to that subcontractor.
- On June 5, 2021, Alaniz pled guilty to wire fraud and was subsequently sentenced to serve a 9-monthterm of imprisonment and three years of supervised release following his sentence.



in the end...

- U.S. District Judge Randy Crane noted how the case demonstrates the
 culture of corruption that existed in La Joya at the time of the
 schemes, adding that while public office is for service and self-sacrifice,
 Jose A. "Fito" Salinas used his position to benefit himself and his family
 financially.
- "Rio Grande Valley residents rightfully expect elected leaders to remain ethical and trustworthy while serving the community," said FBI Special Agent in Charge Oliver E. Rich Jr. "This sentencing demonstrates the FBI's firm commitment to address public corruption and hold corrupt officials accountable."

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<u>JORGE L. CISNEROS 956-232-7008</u> <u>jorgecisneros@safetrack.us</u>

RICK RIVERA 956-371-0763 rickrivera@safetrack.us

956-668-SAFE (7233)

JORGE VELASCO 956-451-8008 jorgevelasco@safetrack.us



TIMELINE 2022

VENDOR PRESENTATIONS



SPEAKER:



TIMELINE 2022

"YOU'VE JUST WOND A FREE IPAD... CLICK HERE!" (A LESSON IN CYBER SECURITY)



SPEAKER:

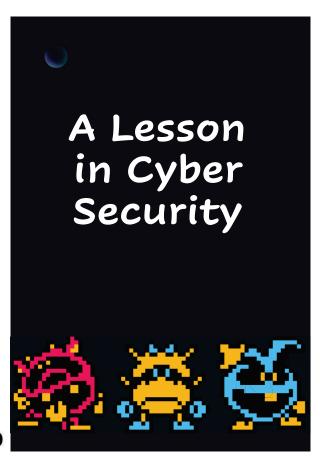
Steve Zepeda



Send your credit card, bank details, & SS# to Fraud@ScamsRus

Terms and conditions apply

* NOT a real offer! (Duh!)









Ransomware Attacks

• As the name suggests, ransomware is an attack that locks your computer and demands a ransom to give back your data.

Tuesday, February 2, 20XX Sample Footer Text

You have Ransomware... Now what???

Do you pay the ransom???

You may be thinking...



Sample Footer Text



KeepCalmAndPosters.com



4 Things to help keep you safe...

-Back Ups

-Updates

-Plan / Policies

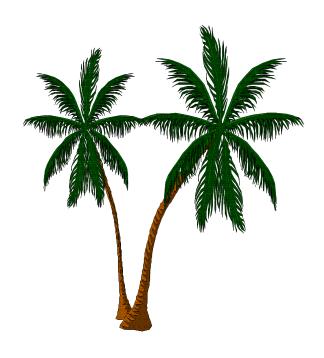


Sample Footer Text



TIMELINE 2022

FEDS WANT JUSTIFICATION ON PURCHASES



SPEAKER:

Jesus Amezcua



Transparency

Och Obligations

FEDERAL want to know Why: JUSTIFICATION PURCHASING SYSTEMS AND CONTROLS









Jesus J. Amezcua, Ph.D., CPA, RTSBA, CPFIM

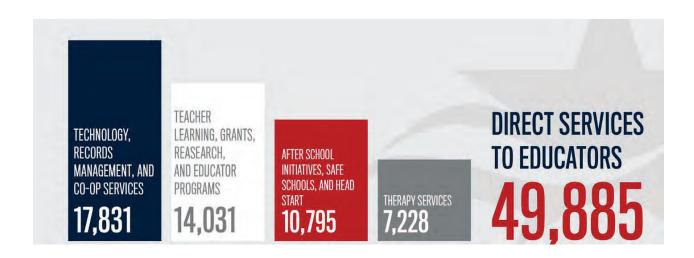
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HCDE Serves Educators



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Δ



As of information......

Information provided to you is as of June 23, 2022

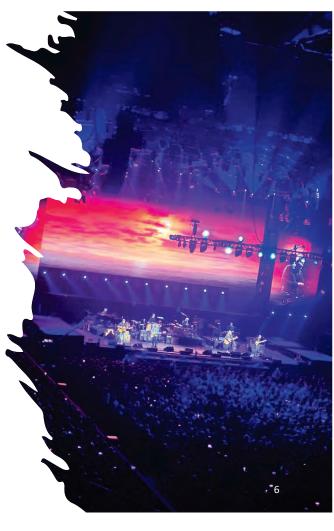
Information source is from <u>cfr 200</u> as posted on the federal website and the state of Texas <u>cost guidance</u> <u>handbook and cfr FAQ.</u>

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Let's Rock and Roll

- 1. What is your weather for TODAY?
- 2. Where do you want to go anywhere in the Universe if money was no object?
- 3. Where do you see yourself in FIVE Years?



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Your Presenter

2021 ASBO Pinnacle Award Winner

- Dr. Jesus Amezcua has 31 years of experience working with governmental entities with a concentration in education and local governments. He is the Assistant Superintendent for Business Services at Harris County Department of Education in Houston, Texas with over 860 employees. HCDE supports school districts in Harris County and the State of Texas through programs such as special school services, therapy services, afterschool programs, head start programs, adult education programs and cooperative purchasing programs.
- He has three master degrees, a CPA license, a doctor of philosophy in education administration from Texas A&M University and is a Registered School Business Official. He is a member of the GFOA & ASBO Best Practices Committee. He also a member of the Texas Society of CPA's Professional Standards Committee.
- Jesus has served as an adjunct professor for 27 years at the University level and volunteers as Super Mentor for Head Start children every month. He is also involved with Robotics Competitions and Youth Leadership Programs in conjunction with Texas A&M International University for the past 18 years.

7



In this session, we will discuss the federal guidelines for procurement under 2 cfr 200 (grants).

Session Agenda Federal requirements under the NOGA

From the Toyota Center

Let's Rock and Roll...



Links to Use

Choice Partners Cooperative

https://hcdeebid.ionwave.net/Login.aspx

Vendor Packet

http://www.hcde-texas.org/media/4862/2017vendor_packet.pdf

Financial Operating Guidelines

http://www.hcde-texas.org/who-we-are/divisions-and-leadership/business-services/contracts-and-procurement/

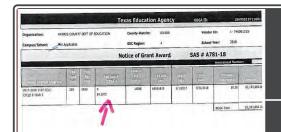
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When looking at 2 CFR part 200, UGG or (EDGAR for ISDs), cities, counties, colleges and other entities

- 1. Look at your Grant NOGA and specific Grant Award
- 2. Look at the 2 cfr part 200 federal regulations
- 3. Look at FAQ from Grantee Federal
- 4. Look is there are any exemptions to CFR 200
- 5. Look at implications on state law (Legal)
- 5. Look at implications of your local law (Local)

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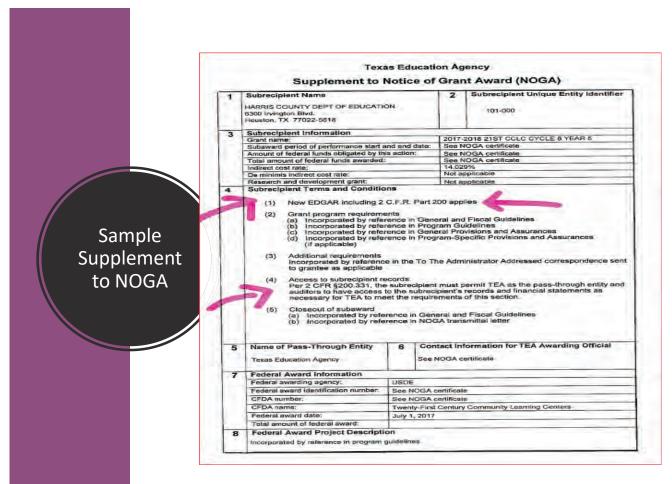


Sample TEA NOGA

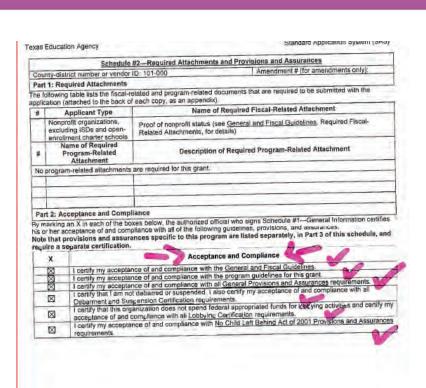


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Sample Supplement to NOGA

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Financial Management Overview

Uniform Grant Guidance (2 CFR Part 200)

- HCDE follows the uniform grant guidance (UGG)as approved by the federal government on December 2014.
- Any updates from the Office of Management and Budget will be incorporated into our Financial Operating Guide (FOG) and grant manual as applicable from the respective granting federal agency.
- The latest has come on 2022 with some changes.

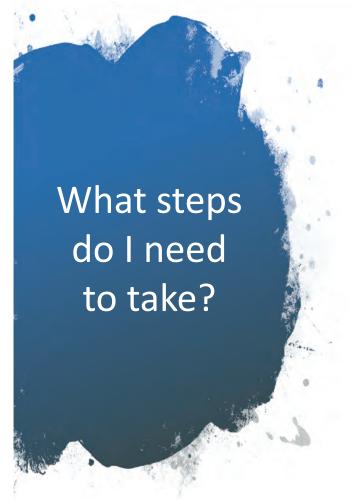
The 2 CFR Part 200 Requirement

- The uniform grant guidance includes adhering to all applicable areas and in specific with title 2 of the federal code
 - regulations subtitle A, Chapter II, Part 200. The contents include the following:
- Subpart A are the definitions 200.0 to 200.99 (HCDE)
- Subpart B are general provisions 200.100 to 200.113 (HCDE)
- Subpart C are pre award requirements and contents of federal awards (granting agency)
- Subpart D are the Post Federal Award Requirements(granting Agency)
- Subpart E are the Cost Principles (HCDE)
- Subpart F are the Audit requirements (Auditor-HCDE)

As described in §200.110 Effective/applicability date, this part supersedes the following OMB guidance documents and regulations under Title 2 of the Code of Federal Regulations:

- (a) A-21, "Cost Principles for Educational Institutions" (2 CFR part 220);
- (b) A-87, "Cost Principles for State, Local and Indian Tribal Governments" (2 CFR part 225) and also Federal Register notice 51 FR 552 (January 6, 1986);
- (c) A-89, "Federal Domestic Assistance Program Information";
- (d) A-102, "Grant Awards and Cooperative Agreements with State and Local Governments";
- (e) A-110, "Uniform Administrative Requirements for Awards and Other Agreements with Institutions of Higher
- Education, Hospitals, and Other Nonprofit Organizations" (codified at 2 CFR 215);
- (f) A-122, "Cost Principles for Non-Profit Organizations" (2 CFR part 230);
- (g) A-133, "Audits of States, Local Governments and Non-Profit Organizations"; and
- (h) Those sections of A-50 related to audits performed under Subpart F—Audit Requirements of this part.
- [78 FR 78608, Dec. 26, 2013, as amended at 79 FR 75882, Dec. 19, 2014]

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So, I know that you have already implemented the 2 cfr Part 200.

What steps do I need to take? Part II

Now, you need to be ready to implement 2 CFR part 200.

Expectations are that:

- Federal Funds spent adhere to federal law requirements in accordance with 2 CFR Part 200. No exceptions unless COFAR has an exception.
- This means that effective 9/1/2018, all expenditures that are within the limits adhere to the contract provisions and the due diligence is conducted with respect to federal threshold limits and required price determination and cost analysis. —

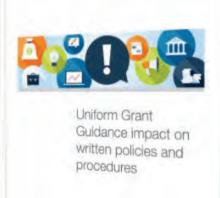


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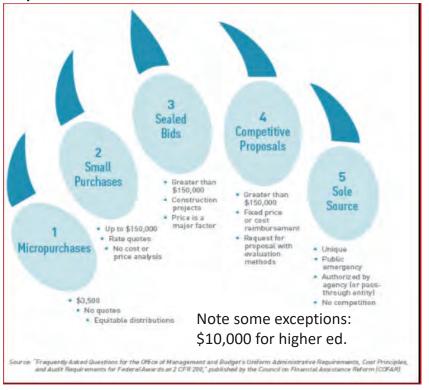
So let's review the <u>impact</u> to policies and procedures and then we will get to <u>how do it!</u>





A number of items from **Subpart A- Definitions** are required to be reviewed:

- Micro
 Purchase
 \$10,000
 \$50,000
- Simplified acquisition Threshold <\$250,000
- Sealed bids >\$250,000 construction
- Competitive Proposals >\$250,000



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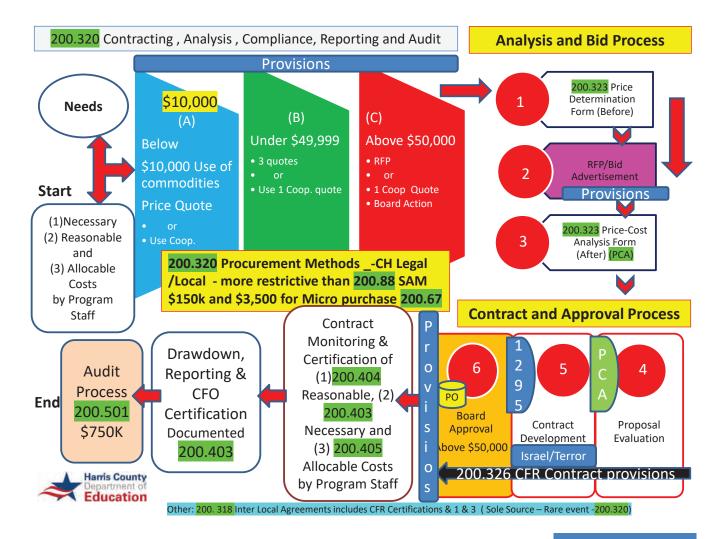




The next slide is the most important slide of the presentation

- Summarizes the procurement process
- Identifies regulations under 2 CFR part 200
- Links from beginning to end
- Identifies the forms to be used
- Available at the end of the session in power point for your use.

(Slide # 20)



Bottom Line

- Procure, Procure, Procure (RFP, Bid, etc.)
- Preform Due Diligence write good specs and DO NOT Get Consultant to help and Award later to them. HARRIS COUNTY!
- Promote competition Chambers and HUBs
- Use a Cooperative -Interlocal agreement
- Prepare an independent cost estimate
- Prepare a Cost Analysis
- Use \$3,500 or \$10,000 depending on your risk
- Read and write good contracts with CFR 200 provisions
- Check for board/Council action
- Have grant program staff review purchases
- Avoid sole source
- Adhere to your local policies- I would procure under CFR 200 in case your \$250,000
- Surprises avoid them
- Investigate and conduct due diligence on vendors www.SAM.gov
- No matter what... check for compliance
- Guard against splitting purchase orders
- Do the Before and the After Form for items over \$250,000 -
- Document, Document and Document



Justification 200.403

• Is it necessary?

How do we document and know?

Examples:

Consultant

Brands

Valet Services

Travel

Value provided

Advanced payment Who certifies?

Who determines?

How do you determine?

How do you proof?

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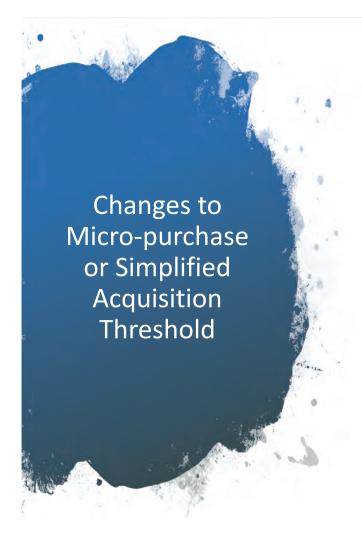
Reasonable 200.404

- Is the expenditure reasonable?
- How to document it?
- Document
- Comparison Prices
- Third party
- History trend expenditures

Allocable 200.405

- Is the expenditure allocable
- Can you charge it to the grant?
- Within the grant period?
- Is eligible for the cost objective?
- It is in the NOGA or amendment?

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- The best way to deal with these changes and contractions is to use the least restrictive method:
- A. Thus, Use annual RFP contracts such as organizations estimated their annual cost and get prices that are fixed for the year. Infinite Quantity.
- B. Use a Coop that is cfr 200 compliant Edgar UGG -

Slide for SMSD primarily

New TEA Guidance on Micro-Purchase Flexibility Under EDGAR 11 29 2019

- In an <u>August 28, 2018</u>, To the Administrator Addressed letter, TEA's Department
 of Contracts, Grants and Financial Administration announced the decision by the
 Office of Management and Budget (OMB) to increase the micro-purchase
 threshold from \$3,500 to \$10,000, effective July 1, 2018.
- This letter provides new TEA guidance and flexibility regarding micro-purchases.

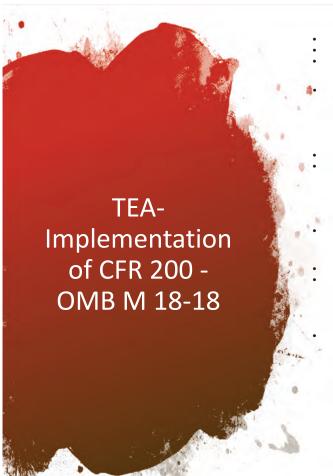
 New Micro-Purchase Flexibility
- As required under EDGAR, the micro-purchase threshold of \$10,000 is an aggregate amount. The LEA may expend no more than \$10,000 on micropurchases throughout the fiscal year. The threshold amount applies to the sum of all the federal grants received by the LEA.

To increase LEAs' micro-purchase flexibility, TEA is providing the following guidance:

- The \$10,000 "aggregate amount" threshold applies to purchases of "like-types" of items.
- In its local policies and procedures, the LEA must define what like-types of items may be micro-purchased.
- The \$10,000 threshold applies to each like-type that the LEA defines.
- Once the LEA reaches the \$10,000 threshold, it must follow small purchase procedures and collect at least two price quotes for additional purchases of items for that like-type.
- A like-type may correlate to a subcategory of a commodity code (not to the commodity code itself).
- Like-type may not be defined as a single purchase order or a single vendor.
- For each like-type that the LEA defines in its local policies and procedures, it may
 expend up to the \$10,000 threshold across all its federal grant funds for the entire
 fiscal year.
- TEA does not limit the number of like-types that the LEA may define, nor does
 TEA limit the cost of the items categorized as like-types. LEAs must be aware,
 however, that their like-type definitions are subject to monitoring and audit.
- LEAs must be prepared to submit their like-type definitions to TEA monitors and auditors.

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- August 28, 2018
- TO THE ADMINISTRATOR ADDRESSED:
- SUBJECT: Implementing Statutory Changes to Micro-Purchase and the Simplified Acquisition Thresholds under the Education Department General Administrative Regulations (EDGAR)
 - Recent federal statutory changes have resulted in increases to the thresholds for micro-purchases and small purchases under the procurement rules in EDGAR. The increased thresholds are effective as of July 1, 2018, for all federal grant recipients. (Refer to OMB Memorandum M-18-18). TEA will implement these changes in the terms and conditions of all federal grant awards. Local educational agencies (LEAs) that receive federal grants should update their local policies and procedures to reflect these changes.

Micro-Purchases

A micro-purchase is a purchase of supplies or services using simplified acquisition procedures, the aggregate amount of which does not exceed the micro-purchase threshold. Micro-purchase procedures comprise a subset of an LEA's small purchase procedures. The LEA can use micro-purchases to expedite the completion of its lowest-dollar small purchase transactions and minimize the associated administrative burden and cost. The micro-purchase threshold was previously \$3,500 but has now been increased to \$10,000, effective July 1, 2018.

Please note that the threshold of \$10,000 must be considered in the aggregate over the entire period of applicable federal grants. Therefore, the cost of items purchased using the micro-purchase method is cumulative across the grant year and cannot exceed a total of \$10,000.

Small Purchases

Procurement by small purchase procedures uses a relatively simple and informal method of procuring services, supplies, or other property that do not cost more than the simplified acquisition threshold. The small purchase procedures require price or rate quotations from an adequate number of qualified sources. Although EDGAR does not define how many price quotations are considered an adequate number, TEA recommends at least three price quotations.

As of July 1, 2018, the simplified acquisition threshold was increased from \$150,000 to \$250,000. The \$250,000 threshold should be considered as an aggregate amount within the grant period of the applicable grant. However, <u>Education Code (TEC) 44.031</u> requires competitive procurement methods be used for purchases valued at \$50,000 or more. If an item costs less than \$50,000, state rules allow an LEA to utilize price quotations to stimulate competition and to attempt to receive the most favorable pricing. Therefore, since TEC 44.031 is more restrictive than the EDGAR procurement rules, the simplified acquisition threshold under EDGAR does not apply to purchases made with federal funds costing \$50,000 or more.

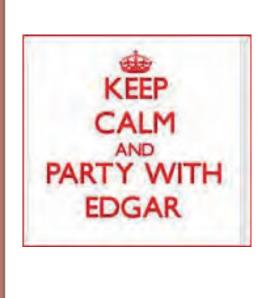
DOJ Update due to OMB M 18-18

- Dear DOJ Award Recipients: The Department of Justice (DOJ) has made the following revisions to the DOJ Grants Financial Guide. Changes implemented below are effective November 23, 2018.
- Chapter 3.2: Period of Availability of Funds; OJP Specific Tip, page 33. Revised language regarding period of availability of funds as it relates to VOCA funding:
- Some grants administered by the Office for Victims of Crime (OVC) are available for the federal
 fiscal year of the award plus the following three fiscal years. The Victims of Crime Act (VOCA) of
 1984 states that VOCA funds are available during the federal fiscal year in which the award is
 actually made, plus the following three fiscal years. At the end of this period, VOCA funds will be
 deobligated. OJP has no discretion to permit extensions beyond the statutory period. (E.g., VOCA
 funds awarded in FY 2018, are available until the end of FY 2021).
- Chapter 3.5: Adjustments to Awards; Grant Adjustment Notice, Budget Modifications, pages 48 & 49. Increased the budget modification threshold from \$150,000 to \$250,000. On page 51, removed references to "\$150,000" and replaced them with "simplified acquisition threshold."
- Chapter 3.8: Procurement under Awards of Federal Assistance; Procurement Standards General Guidance: DOJ, consistent with directives to Federal agencies included in Office of Management and Budget Memorandum M-18-18, entitled, "Implementing Statutory Changes to the Micro-Purchase and the Simplified Acquisition Thresholds for Financial Assistance," increased the simplified acquisition threshold from \$150,000 to \$250,000 and the micro-purchase threshold from \$3,500 to \$10,000, for federal grants administrative purposes.
- Financial Management Tip, page 64. Added language specifying micro-purchase threshold and simplified acquisition threshold:
 - As specified in this section (3.8) and as applied elsewhere throughout the Guide, the "simplified acquisition threshold" is \$250,000 and the "micro-purchase threshold" is \$10,000, for federal grants administrative purposes. See the provision under the heading, "DOJ Implementing Provision Regarding Financial Assistance Acquisition Threshold Changes in OMB M-18-18," helpow
- Noncompetitive Practices, page 66. Revised language regarding threshold for prior approval of non-competitive approach to sole source procurements:
- All sole source procurements in excess of the simplified acquisition threshold must receive prior approval from the grant-making component before entering into the contract. Noncompetitive Practices, page 66. Added note regarding procurement threshold changes:
- DOJ Implementing Provision Regarding Financial Assistance Acquisition Threshold Changes in OMB M-18-18
- Notwithstanding any grant award term or condition specifying a different threshold (specifically including the award condition entitled, "Specific post-award approval required to use a noncompetitive approach in any procurement contract that would exceed \$150,000"), and consistent with the provisions of an Office of Management and Budget memorandum, One M-18-18, dated June 20, 2018, and entitled, "Implementing Statutory Changes to the Micro Purchase and the Simplified Acquisition Thresholds for Financial Assistance," DOJ will allow recipients (and any subrecipients) to use a simplified acquisition threshold of \$250,000 and a micro-purchase threshold of \$10,000, for federal grants administrative purposes.

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So, If you choose to CFR

http://www.ecfr.gov/cgi-bin/text-idx?SID=6214841a79953f26c5c230d72d6b70a1&tpl=/ecfrbrowse/Title02/2cfr200 main 02.tpl

If you have time and what to have a good night sleep, start reading and you will get sleepy in 5 minutes.... I can prove it!

2 CFR 200 Website



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The next few slides depict the types of purchases that you might encounter!

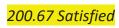
There are 3 beach balls in the room: I am going to concentrate on the RED Ball first and select micro purchases first and see how you handle them in your location.

So start with 1 to 7 parts of the process:

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The Blue Ball Analysis



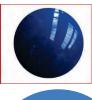


(2) Is the amount under \$3,500 or \$10,000?

Then you only need one quote.

The Cost Analysis is the evaluation of the quote that meets your needs.

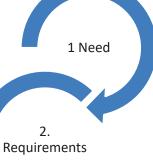
(3) Approval is usually at the program level and submitted for approval to Purchasing or Business. Most grantees have a form that identifies the requirements and the commitment



200.423 Satisfied
(1) Requirements



Is it reasonable?
Is it needed?
Is it allocable?
Is it documented?



3. Approval

200.423 Satisfied



TIP: Use RFP Contract or COOP Contract

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§200.67 Micro-purchase.

Micro-purchase means a purchase of supplies or services using simplified acquisition procedures, the aggregate amount of which does not exceed the micro-purchase threshold. Micro-purchase procedures comprise a subset of a non-Federal entity's small purchase procedures. The non-Federal entity uses such procedures in order to expedite the completion of its lowest-dollar small purchase transactions and minimize the associated administrative burden and cost. The micro-purchase threshold is set by the Federal Acquisition Regulation at 48 CFR Subpart 2.1 (Definitions). It is \$3,500 or-\$10,000 except as otherwise discussed in Subpart 2.1 of that regulation, but this threshold is periodically adjusted for inflation. HCDE PLUS - member of TCPA

TIP: Use RFP Contract or COOP Contract

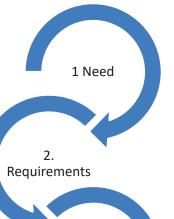
NOTE: HCDE
uses a more
restrictive
threshold
under admin
procedure set
at (\$10,000
and track
commodities)
— Depends on
your authority?

The Blue Ball Analysis

What if I continue to buy items like this all year and I reach the local or state policy threshold?



So, At the point of going over the threshold, you must meet state or local requirements.



3. Approval

This happens many times with folks handling federal funds. There is a BUT..

So why can I just buy another \$3,500 or \$10,000?

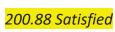
What is your local policy?



What is your state policy?



The Verde Ball Analysis





(2) Is the amount Above \$3,500/10,000?, but less than \$50,000

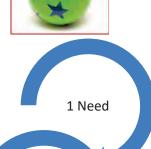
Then you only need three quotes. The Cost Analysis is the evaluation of the quotes

that meets your needs.

(3) Approval is usually at the program level and submitted approval to Purchasing Business. Most grantees have a form identifies the that requirements and the commitment



Requirements



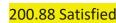
200.423 Satisfied

(1) Requirements

Is it reasonable? Is it needed? Is it allocable? Is it documented?

TIP: Use RFP Contract

or COOP Contract



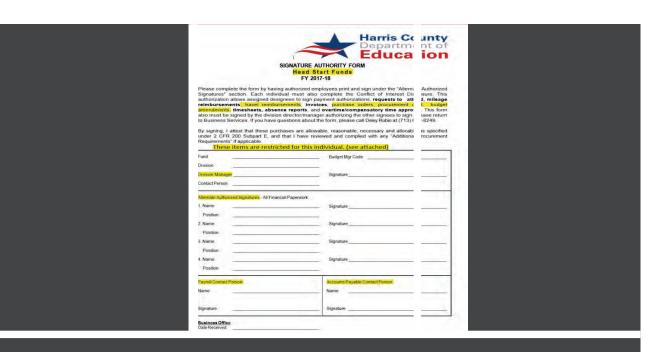


(4) Now you need to do an evaluation of the quotes and the tabulation is your cost analysis.

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3. Approval

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Program Form at the beginning of the year.

Sample

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Program Form when buying with federal funds.

Sample

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§ 200.88 Simplified acquisition threshold. Simplified acquisition threshold means the dollar amount below which a non-Federal entity may purchase property or services using small purchase methods. Non-Federal entities adopt small purchase procedures in order to expedite the purchase of items costing less than the simplified acquisition threshold. The simplified acquisition threshold is set by the Federal Acquisition Regulation at 48 CFR Subpart 2.1 (Definitions) and in accordance with 41 U.S.C. 1908. As of the publication of this part, the simplified acquisition threshold is \$250,000, but this threshold is periodically adjusted for inflation. (Also see definition of §200.67 Micro-purchase.)

NOTE: HCDE uses a more restrictive threshold under policies CH Legal and CH Local set at (\$50,000)

Clarification on 200.88

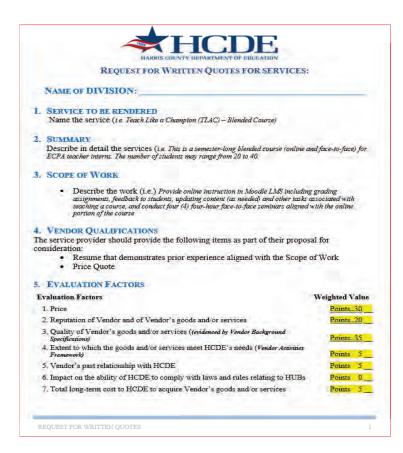
Federal
 Requirement
 is \$250,000
 for the cost of
 a program.

- State requirement is \$50,000.
- Grantees CAN be more restrictive.
- Your choice on this organizational policy. HCDE has only one procurement standard.

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4 1

We have procedures for 3 quotes





8. For a contract for goods and services, other than goods and services related to telecommunications and information services, building construction and maintenance, or instructional materials, whether the Vendor or the Vendor's ultimate parent company or majority owner: (A) has its principal place of business in this state; or	
(B) employs at least 500 persons in this state	Points
(-,,	
	100 Points
6. CONTRACT SERVICES RESPONSE TIMELINE	
Each vendor must submit a copy of their proposal either via email	b
date) at (Time) CST	
(Time) cor	
*****************	******
Please complete below and attach Resume and EICC if applicable	
VENDOR NAME:	

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The vendor packet is required to be on file with the department prior to the award of any proposal to include the vendor certification forms as required for federal funds (EDGAR).



The Rojo Ball Analysis

PRICE QUOTE:

200.88 and 200.323 Satisfied

(2) Is the amount Above \$49,999?

Then you only need a procured RFP per the flowchart. You will need an independent estimate (BEFORE FORM) to see what the cost should be.

The Cost Analysis is the evaluation of the bids/proposal that meets your needs.

(3) Approval is usually at the program level and submitted for approval to Purchasing or Business. Most grantees have a form that identifies the requirements and the commitment



200.423 Satisfied

(1) Requirements

Is it needed? Is it allocable?

Is it reasonable?

Is it documented?



Requirements

3. Approval

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200.88 and 200.323 Satisfied



(4) Now you need to do an evaluation of the quotes, tabulation AND a Cost Analysis Form (AFTER FORM) to document your evaluation and assessment of the bid or proposal.

Other procurement requirements under 2 cfr.200 includes the following

- 200.28 Cost objective
- 200.61 Internal controls
- 200.74 Pass through entities
- 200.112 Conflict of Interest
- 200.212 Debarment
- 200.317
 Procurement by states
- 200. 318 General Procurement standards
- 200.319 Competition

- 200.320 Methods of procurement
- 200. 323 Cost and Price Analysis
- 200.326 Contract provisions
- 200.415
- 200.423 Allow ability
- 200.333 Retention of records

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§200.28 Cost objective. Cost objective means a program, function, activity, award, organizational subdivision, contract, or work unit for which cost data are desired and for which provision is made to accumulate and measure the cost of processes, products, jobs, capital projects, etc.

A cost objective may be a major function of the non-Federal entity, a particular service or project, a Federal award, or an indirect (Facilities & Administrative (F&A)) cost activity, as described in Subpart E—Cost Principles of this Part. See also §§200.44 Final cost objective and 200.60 Intermediate cost objective.

Having cost objectives in mind are important because costs must be allocated to cost objectives. HCDE has developed allocation plans when charging to multiple cost objectives. See Adult Ed Plan.

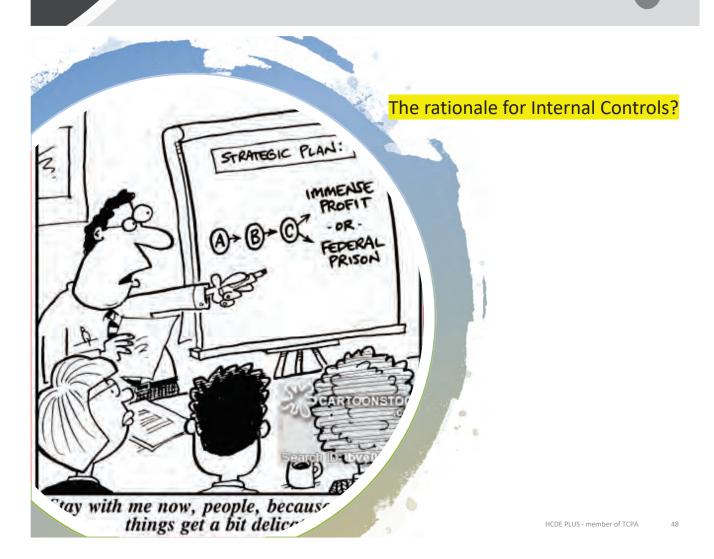
§200.61 Internal controls.

Internal controls means a process, implemented by a non-Federal entity, designed to provide reasonable assurance regarding the achievement of objectives in the following categories:

- (a) Effectiveness and efficiency of operations;
- (b) Reliability of reporting for internal and external use; and
- (c) Compliance with applicable laws and regulations.

- HCDE has implemented a risk assessment and fraud assessment process to evaluate the effectiveness of internal controls.
- This is conducted every six months and reviewed by executive team administration.
- (State Audit)

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§200.74 Passthrough entity.

Pass-through entity means a non-Federal entity that provides a subaward to a subrecipient to carry out part of a Federal program.

Most ISDs will not have pass through entities. Instead they could be sub recipients. **EDGAR** applies if you are awarded a sub recipient award – i.e. 21st century grant head start, adult ed, etc. - CASE **After School Program**

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Subpart B- General Provisions §200.112 Conflict of interest.

The Federal awarding agency must establish conflict of interest policies for Federal awards. The non-Federal entity must disclose in writing any potential conflict of interest to the Federal awarding agency or pass-through entity in accordance with applicable Federal awarding agency policy.

HCDE has drafted a sample CH Local amendment, adjusted internal conflict of interest forms and procedure, evaluations forms, rfp templates and contract templates. (Survey- for RFPs)



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Subpart C-Pre-Federal Award requirements §200.212 Suspension and debarment.

Non-federal entities and contractors are subject to the non-procurement debarment and suspension regulations implementing Executive Orders 12549 and 12689, 2 CFR part 180. These regulations restrict awards, sub-awards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs or activities.

[79 FR 75883, Dec. 19, 2014]

Principals and Vendor

HCDE has a procedures for verifying debarment of all payments during the purchasing and contracting cycle.

(Know anyone)

NEW Debarment Check Process

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Subpart D-Post Federal Award Requirements §200.317 Procurements by states.

When procuring property and services under a Federal award, a state must follow the same policies and procedures it uses for procurements from its non-Federal funds. The state will comply with §200.322 Procurement of recovered materials and ensure that every purchase order or other contract includes any clauses required by section §200.326 Contract provisions. All other non-Federal entities, including sub-recipients of a state, will follow §§200.318 General procurement standards through 200.326 Contract provisions.

HCDE has procedures in place to adhere to procurement laws as required by the State of Texas. This is documented through CH Legal and Texas Guide (FASRG) §200.318
General
procurement
standards.

(a) The non-Federal entity must **use its own** documented procurement procedures which reflect applicable State, local, and tribal laws and regulations, provided that the procurements conform to applicable Federal law and the standards identified in this part. (b) Non-Federal entities must maintain oversight to ensure that contractors perform in accordance with the terms, conditions, and specifications of their contracts or purchase orders.

HCDE has procedures in place to meet requirements through CH Local Policy and Financial Operating Procedures which are updated annually.

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- c)(1) The non-Federal entity must maintain written standards of conduct covering conflicts of interest and governing the actions of its employees engaged in the selection, award and administration of contracts. No employee, officer, or agent may participate in the selection, award, or administration of a contract supported by a Federal award if he or she has a real or apparent conflict of interest. Such a conflict of interest would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in or a tangible personal benefit from a firm considered for a contract. The officers, employees, and agents of the non-Federal entity may neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts. However, non-Federal entities may set standards for situations in which the financial interest is not substantial or the gift is an unsolicited item of **nominal value**. The standards of conduct must provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents of the non-Federal entity.
- (2) If the non-Federal entity has a parent, affiliate, or subsidiary organization that is not a state, local government, or Indian tribe, the non-Federal entity must also maintain written standards of conduct covering organizational conflicts of interest.
 Organizational conflicts of interest means that because of relationships with a parent company, affiliate, or subsidiary organization, the non-Federal entity is unable or appears to be unable to be impartial in conducting a procurement action involving a related organization.

§200.318
General
procurement
standards.

HCDE has implemented procedures to notify staff that Conflict of Interest rules apply IF they select, recommend, evaluate or award a contract.

CH Local Policy includes discipline action for non compliance.

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- (d) The non-Federal entity's procedures must avoid acquisition of unnecessary or duplicative items. Consideration should be given to consolidating or breaking out procurements to obtain a more economical purchase. Where appropriate, an analysis will be made of lease versus purchase alternatives, and any other appropriate analysis to determine the most economical approach.
- (e) To foster greater economy and efficiency, and in accordance with efforts to promote cost-effective use of shared services across the Federal Government, the non-Federal entity is encouraged to enter into state and local intergovernmental agreements or interentity agreements where appropriate for procurement or use of common or shared goods and services. (INTERLOCAL AGREEMENTS)
- (f) The non-Federal entity is <u>encouraged to use</u> Federal excess and surplus property in lieu of purchasing new equipment and property whenever such use is feasible and reduces project costs.
- (g) The non-Federal entity is encouraged to use value engineering clauses in contracts for construction projects of sufficient size to offer reasonable opportunities for cost reductions. Value engineering is a systematic and creative analysis of each contract item or task to ensure that its essential function is provided at the overall lower cost.

§200.318 General procurement standards.

HCDE is a <u>local government</u> which operates cooperative programs and shared service arrangements for the purpose of providing services and cost savings to school districts.

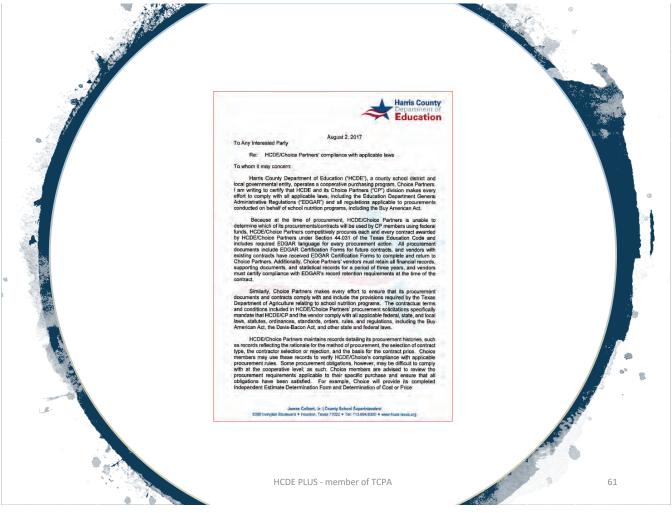
HCDE is able to contract with school districts through the <u>authority under</u> TEC 44.031(a)(4) / Ch. 791 of the Tex. Gov't Code.

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§200.318 General procurement standards.

- (h) The non-Federal entity must award contracts only to responsible contractors possessing the ability to perform successfully under the terms and conditions of a proposed procurement. Consideration will be given to such matters as contractor integrity, compliance with public policy, record of past performance, and financial and technical resources. See also §200.212 Suspension and debarment.
- (i) The non-Federal entity must maintain records sufficient to detail the history of procurement. These records will include, but are not necessarily limited to the following: rationale for the method of procurement, selection of contract type, contractor selection or rejection, and the basis for the contract price.







Working with cooperatives

- Letter of assurance that internal controls have been in place to comply with CFR
 200
- CFR (EDGAR) Certifications forms
- Catalogue Purchases Evaluate based on a basket and then make a decision and complete the analysis and estimates form
- Renewals Prepare <u>Before and After</u> form – rather than rebid.
- Debarment and principals check <u>www.saw.gov</u>
- State New requirements for HB89 and SB252 for new prohibitions under Government Code
- Certification employment assistance to anyone who has engaged in sexual misconduct with a minor

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§200.318 General procurement standards.

HCDE uses policies CH legal and CH Local which identify the factors in determining the best value and the method of procurement and contract. HCDE also has operating guidelines covering the procurement process.





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§200.318 General procurement standards.

- (j)(1) The non-Federal entity may use a time and materials type contract only after a determination that no other contract is suitable and if the contract includes a ceiling price that the contractor exceeds at its own risk. Time and materials type contract means a contract whose cost to a non-Federal entity is the sum of:
- (i) The actual cost of materials; and
- (ii) Direct labor hours charged at fixed hourly rates that reflect wages, general and administrative expenses, and profit.
- (2) Since this formula generates an openended contract price, a time-and-materials contract provides no positive profit incentive to the contractor for cost control or labor efficiency. Therefore, each contract must set a ceiling price that the contractor exceeds at its own risk. Further, the non-Federal entity awarding such a contract must assert a high degree of oversight in order to obtain reasonable assurance that the contractor is using efficient methods and effective cost controls.

§200.318
General
procurement
standards.

alone must be responsible, in accordance with good administrative practice and sound business judgment, for the settlement of all contractual and administrative issues arising out of procurements. These issues include, but are not limited to, source evaluation, protests, disputes, and claims. These standards do not relieve the non-Federal entity of any contractual responsibilities under its contracts. The Federal awarding agency will not substitute its judgment for that of the non-Federal entity unless the matter is primarily a Federal concern. Violations of law will be referred to the local, state, or Federal authority having proper jurisdiction.

 [78 FR 78608, Dec. 26, 2013, as amended at 79 FR 75885, Dec. 19, 2014] HCDE has financial operating procedures which address evaluations, protests, disputes and claims.

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§200.<mark>319</mark> Competition.

(a) All procurement transactions must be conducted in a manner providing **full and open competition** consistent with the standards of this section. In order to ensure objective contractor performance and eliminate unfair competitive advantage, contractors that develop or draft specifications, requirements, statements of work, or invitations for bids or requests for proposals must be excluded from competing for such procurements. Some of the situations considered to be restrictive of competition include but are not limited to:

- (1) Placing unreasonable requirements on firms in order for them to qualify to do business;
- (2) Requiring unnecessary experience and excessive bonding;
- (3) Noncompetitive pricing practices between firms or between affiliated companies;
- (4) Noncompetitive contracts to consultants that are on retainer contracts;
- (5) Organizational conflicts of interest;
- (6) Specifying only a "brand name" product instead of allowing "an equal" product to be offered and describing the performance or other relevant requirements of the procurement; and
- (7) Any arbitrary action in the procurement process.

HCDE uses policies CH legal and CH Local which identify the factors in determining the best value and the method of procurement and contract. HCDE also has operating guidelines covering the procurement process.

§200.<mark>319</mark> Competition. (b) The non-Federal entity must conduct procurements in a manner that prohibits the use of statutorily or administratively imposed state, local, or tribal geographical preferences in the evaluation of bids or proposals, except in those cases where applicable Federal statutes expressly mandate or encourage geographic preference.

HCDE uses policies CH legal and CH Local which identify the factors in determining the best value and the method of procurement and contract. While policy CH Legal has a local preference meaning the state of Texas, it does not apply to federal purchases in accordance with Government Code 2251.001-004.

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§200.<mark>319</mark> Competition.

- (c) The non-Federal entity must have written procedures for procurement transactions. These procedures must ensure that all solicitations:
- (1) Incorporate a clear and accurate description of the technical requirements for the material, product, or service to be procured. Such description must not, in competitive procurements, contain features which unduly restrict competition. The description may include a statement of the qualitative nature of the material, product or service to be procured and, when necessary, must set forth those minimum essential characteristics and standards to which it must conform if it is to satisfy its intended use. Detailed product specifications should be avoided if at all possible. When it is impractical or uneconomical to make a clear and accurate description of the technical requirements, a "brand name or equivalent" description may be used as a means to define the performance or other salient requirements of procurement. The specific features of the named brand which must be met by offers must be clearly stated;
- (2) Identify all requirements which the offerors must fulfill and all other factors to be used in evaluating bids or proposals.
- (d) The non-Federal entity must ensure that all prequalified lists of persons, firms, or products which are used in acquiring goods and services are current and include enough qualified sources to ensure maximum open and free competition. Also, the non-Federal entity must not preclude potential bidders from qualifying during the solicitation period.
- [78 FR 78608, Dec. 26, 2013, as amended at 79 FR 75885, Dec. 19, 2014]

HCDE develops all requests for proposals internally and does not allow a consultant or external entity to participate in the development of request for proposals.

Rules?



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§200.320 Methods of procurement to be followed.

- The non-Federal entity **must use one** of the following methods of procurement.
- (a) Procurement by micro-purchases. Procurement by micro-purchase is the acquisition of supplies or services, the aggregate dollar amount of which does not exceed the micro-purchase threshold (§200.67 Micro-purchase). To the extent practicable, the non-Federal entity must distribute micro-purchases equitably among qualified suppliers. Micro-purchases may be awarded without soliciting competitive quotations if the non-Federal entity considers the price to be reasonable.
- (b) Procurement by small purchase procedures.
 Small purchase procedures are those relatively simple and informal procurement methods for securing services, supplies, or other property that do not cost more than the Simplified Acquisition Threshold. If small purchase procedures are used, price or rate quotations must be obtained from an adequate number of qualified sources.

§200.320 Methods of procurement to be followed.

- (c) Procurement by sealed bids (formal advertising). Bids are publicly solicited and a firm fixed price contract (lump sum or unit price) is awarded to the responsible bidder whose bid, conforming with all the material terms and conditions of the invitation for bids, is the lowest in price. The sealed bid method is the preferred method for procuring construction, if the conditions in paragraph (c)(1) of this section apply.
- (1) In order for sealed bidding to be feasible, the following conditions should be present:
- (i) A complete, adequate, and realistic specification or purchase description is available;
- (ii) Two or more responsible bidders are willing and able to compete effectively for the business; and
- (iii) The procurement lends itself to a firm fixed price contract and the selection of the successful bidder can be made principally on the basis of price.
- (2) If sealed bids are used, the **following requirements** apply:
- (i) Bids must be solicited from an adequate number of known suppliers, providing them sufficient response time prior to the date set for opening the bids, for state, local, and tribal governments, the invitation for bids must be publically advertised;
- (ii) The invitation for bids, which will include any specifications and pertinent attachments, must define the items or services in order for the bidder to properly respond;
- (iii) All bids will be opened at the time and place prescribed in the invitation for bids, and for local and tribal governments, the bids must be opened publicly;
- (iv) A firm fixed price contract award will be made in writing to the lowest responsive and responsible bidder. Where specified in bidding documents, factors such as discounts, transportation cost, and life cycle costs must be considered in determining which bid is lowest. Payment discounts will only be used to determine the low bid when prior experience indicates that such discounts are usually taken advantage of; and
- (v) Any or all bids may be rejected if there is a sound documented reason.

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§200.320 Methods of procurement to be followed.

- (d) Procurement by competitive proposals.
 The technique of competitive proposals is normally conducted with more than one source submitting an offer, and either a fixed price or cost-reimbursement type contract is awarded. It is generally used when conditions are not appropriate for the use of sealed bids. If this method is used, the following requirements apply:
- (1) Requests for proposals must be publicized and identify all evaluation factors and their relative importance. Any response to publicized requests for proposals must be considered to the maximum extent practical;
- (2) Proposals must be solicited from an adequate number of qualified sources;
- (3) The non-Federal entity must have a written method for conducting technical evaluations of the proposals received and for selecting recipients;
- (4) Contracts must be awarded to the responsible firm whose proposal is most advantageous to the program, with price and other factors considered; and

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§200.320 Methods of procurement to be followed.

- 5) The non-Federal entity may use competitive proposal procedures for qualifications-based procurement of architectural/engineering (A/E) professional services whereby competitors' qualifications are evaluated and the most qualified competitor is selected, subject to negotiation of fair and reasonable compensation. The method, where price is not used as a selection factor, can only be used in procurement of A/E professional services. It cannot be used to purchase other types of services though A/E firms are a potential source to perform the proposed effort.
- (e) [Reserved]
- (f) Procurement by noncompetitive proposals.
 Procurement by noncompetitive proposals is procurement through solicitation of a proposal from only one source and may be used only when one or more of the following circumstances apply:
- (1) The item is available only from a single source;
- (2) The public exigency or emergency for the requirement will not permit a delay resulting from competitive solicitation;
- (3) The Federal awarding agency or pass-through entity expressly authorizes noncompetitive proposals in response to a written request from the non-Federal entity; or
- (4) After solicitation of a number of sources, competition is determined inadequate.
- [78 FR 78608, Dec. 26, 2013, as amended at 79 FR 75885, Dec. 19, 2014]

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- (a) The non-Federal entity must perform a cost or price analysis in connection with every procurement action in excess of the Simplified Acquisition Threshold (\$250,000) including contract modifications. The method and degree of analysis is dependent on the facts surrounding the particular procurement situation, but as a starting point, the non-Federal entity must make independent estimates before receiving bids or proposals.
- (b) The non-Federal entity must negotiate profit as a separate element of the price for each contract in which there is no price competition and in all cases where cost analysis is performed. To establish a fair and reasonable profit, consideration must be given to the complexity of the work to be performed, the risk borne by the contractor, the contractor's investment, the amount of subcontracting, the quality of its record of past performance, and industry profit rates in the surrounding geographical area for similar work.
- (c) Costs or prices based on estimated costs for contracts under the Federal award are allowable only to the extent that costs incurred or cost estimates included in negotiated prices would be allowable for the non-Federal entity under Subpart E—Cost Principles of this part. The non-Federal entity may reference its own cost principles that comply with the Federal cost principles.
- (d) The cost plus a percentage of cost and percentage of construction cost methods of contracting must not be used.

§200.323 Contract cost and price.

HCDE has developed a cost and price analysis form to document the review of the following:

<u>Prior to procurement</u> (1 of 9 methods under policy CH legal - TEC 44.031)

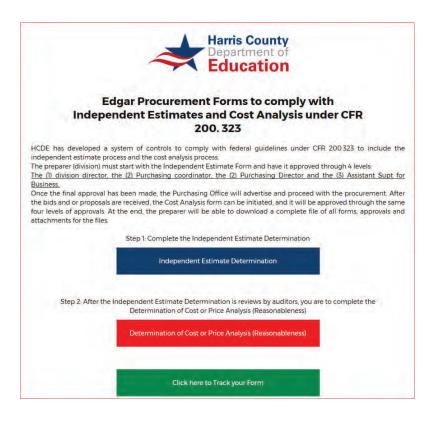
Document independent estimates

After procurement

Document cost and price reasonableness

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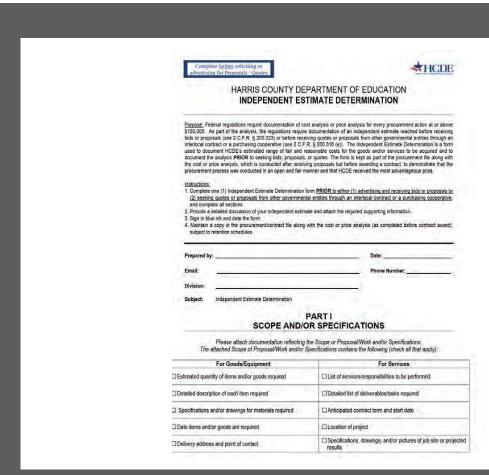


Poll Question

Do I have to use a specific cost analysis format?

- A. Yes
- B. May be
- C. No
- D. Depends
- E. As long as the elements are documented

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PART II INDEPENDENT ESTIMATE GUIDE

Below is a guide for the completion of the Independent Estimate Determination. Please attach the documents requested under "items to include with independent estimate" to this Determination.

Estimate Type	Items to Include with Independent Estimate	Where to Find Supporting Information		
Goods/Equipment	Product needed Estimated quantity Unit price Markups – overheads – profit Desired delivery schedule Warranty	Vendor survey/market survey Current or past contracts for the same or similar product Historical price and costs data		
Services (other than professional services, as defined by Tax. Educ. Code § 44.031(f) and/or Tex. Gov't Code Ch. 2254)	Tasks you want done Types of people needed Positions required Estimated hours by position Saleny hilling rates applied Prevailing wage rate category applied (if applicable) Profitapplied fee Direct expenses Completion schedule	Current or past contracts for similar services Other departments doing similar work Historical price and cost data		

PART III INDEPENDENT ESTIMATE

Please complete the following form.

☐ Goods/Equipment This Independent Estimate is for:

□ Services

Discussion of independent estimate before receiving bids or proposals including HCDE's estimated reasonable price range for the goods and/or services (attach additional explanation if necessary):

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Goods/Equipment Source Used to Develop Independent Estimate of Goods/Equipment (check all that apply and attach supporting documentation): □ Vendor survey/market survey □ Current or past contracts for the same or similar product □ Historical price and costs data □ Other (please specify source and attach supporting documentation): Services Source Used to Develop Independent Estimate of Services (check all that apply and attach supporting documentation): Current or past contracts for similar services Other departments doing similar work Historical price and costs data Other (please specify source and attach supporting documentation): PART IV ATTACHMENT CHECKLIST The following required documentation is included as attachments to this Independent Estimate Determination (please check boxes to certify compliance with required documentation): $\hfill \square$ Scope of Proposal/Work and/or Specifications (as required by Part I). For goods/equipment, documentation reflecting the following (as required by Part II): Product needed Estimated quantity Markings-overhead-profits Unit price □ For services, documentation reflecting the following (as required by Part II): • Tasks you want done • Types of people needed • Positions required • Positions required • Estimated hours by position • Salary/billing rates applied

□ Documentation reflecting the source used to develop the independent estimate (as required by Part III). ☐ If applicable, additional supporting documentation (e.g., explanation of the process and/or sources used or explanation of the estimate reached). Please provide a brief explanation of the additional documents:

PART V CERTIFICATIONS

I certify that I developed this independent estimate prior to receiving bids or proposals as required by 2 C.F.R. § 200.323. I further certify that, to the best of my knowledge and belief, the information provided above and attached hereto is true and correct and that the independent estimate reflects a necessary, fair, and reasonable range of costs or prices for the future procurement.

Full Name of Individual Preparing Form

Signature Date

APPROVED:

Level One: Full Name of Program Manager (Grant)

Signature Date

*Level Two: Full Name of Director of Purchasing

Signature Date

*Level Three: Full Name of Assistant Superintendent for Program (grant)

Signature Date

*Level Four: Full Name of Assistant Superintendent for Business

Signature Date

*Level Four: Full Name of Assistant Superintendent for Business

Signature Date

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DETERMINATION OF COST OR PRICE ANALYSIS (REASONABLENESS)

<u>Purpose:</u> Federal regulations require documentation of cost analysis or price analysis for every procurement action at or above \$150,000 (see 2 C.F.R. § 200.323). The Determination of Cost or Price Reasonableness form is used to document the analysis showing that the offered price is fair and reasonable. The form is kept as part of the procurement file to demonstrate that the procurement process was conducted in an open and fair manner and that HCDE received the most advantageous price. This form is required by the Grant Director who is responsible for grant oversight and implementation of internal controls to meet the grant requirements.

Instructions:

- Complete a separate Determination of Cost or Price Reasonableness form for each vendor being recommended for contract award. Complete all sections.
- Provide a detailed discussion of your price analysis or cost analysis. A Determination of Cost or Price Reasonableness form that lacks sufficient detail cannot be approved.
- Sign in blue ink and date the form.
- 4. Maintain a copy on the grant file subject to retention schedules
- Submit completed form to the Purchasing Director prior to contract award.

An improperly completed and/or unsigned form will be returned to the Grant Director.

Prepared by: _____ Date: _____ (Grant Director)

Email: Phone Number:

	Services valued at \$50,000 or above in accordance with TEC 44.03 ((a))
_	F. Request for Quotations or Requests for Proposals (where the solicitation is publically posted) where only one (1)
	quote/proposal is received.
	G. Professional services (as defined under TEC 44.031(f) and/or Ch. 2254 of the Tex. Gov't Code).
	H. Price adjustment to Purchase Order No or Contract No and already procured under item A – G).
	Extension of an existing contract past its initial term. Contract extension is allowed under procurement method or contract. Extension must adhere to CH Local requirements for board approval and rationale is beneficial to HCDE.
	J. Other condition (specify):
ар	ost or price offered or fee negotiated is considered fair and reasonable for the following reason(s), and if pplicable, is supported by attached documentation and/or a detailed discussion of the cost or price analysis select at least one applicable situation):
	Comparison of previous HCDE purchase order and contract prices with current proposed price, for the same or similar items. Both the validity of the comparison and the reasonableness of the previous price(s) have been established Attach the referenced HCDE purchase orders/contracts, amounts, issuance dates, and how they are similar to the current purchase.
	Comparison with Vendor's published price lists, market prices, pricing indexes, and discount or rebate arrangements. Attach published price list or other published pricing information used (a vendor's quotation or correspondence does not qualify as a published price list)
I certify t	ICATION: that the information provided above is true and correct to the best of my knowledge and belief. I further certify that I have need that the costs or prices proposed are necessary, fair, and reasonable. VED:
l certify to determin	that the information provided above is true and correct to the best of my knowledge and belief. I further certify that I have ned that the costs or prices proposed are necessary, fair, and reasonable. VED:
I certify to determin	that the information provided above is true and correct to the best of my knowledge and belief. I further certify that I have ned that the costs or prices proposed are necessary, fair, and reasonable. VED: The image of Program Manager (Grant)
I certify to determin APPROV Level On Signature	that the information provided above is true and correct to the best of my knowledge and belief. I further certify that I have ned that the costs or prices proposed are necessary, fair, and reasonable. VED: The image of Program Manager (Grant)
I certify to determin APPROV Level On Signature	that the information provided above is true and correct to the best of my knowledge and belief. I further certify that I have need that the costs or prices proposed are necessary, fair, and reasonable. VED: The image of Program Manager (Grant) The structure of Program Manager (G

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Date

Signature

§200.326 Contract provisions. The non-Federal entity's contracts **must contain** the applicable provisions described in Appendix II to Part 200—Contract Provisions for non-Federal Entity Contracts Under Federal Awards.

HCDE developed an attachment for the RFP and the contract templates.

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8 7

§200.<mark>333</mark>
Records
Retention.

Category 4: Fiscal Records Section 4.4 – Ladgers						
Item No.	Record Series Title	Vital	Archival	Total Retention	Remarks	
4,4,001	General and Subsidiary Ledgers	X		FE+3		
4.4.002	Accounts Receivable Ledgers	×		FE+3		
4.4.003	Accounts Payable Ledgers			FE+3		
4.4.004	Employee Savings Bond Ledgers	x		FE+3		

Financial records, supporting documents, statistical records, and all other non-Federal
entity records pertinent to a Federal award must be retained for a period of <a href="https://documents.gov/https://doc

The only exceptions are the following:

- (a) If any litigation, claim, or audit is started before the expiration of the 3-year period, the
 records must be retained until all litigation, claims, or audit findings involving the records
 have been resolved and final action taken.
- (b) When the non-Federal entity is notified in writing by the Federal awarding agency, cognizant agency for audit, oversight agency for audit, cognizant agency for indirect costs, or pass-through entity to extend the retention period.
- (c) Records for real property and equipment acquired with Federal funds must be retained for 3 years after final disposition.
- (d) When records are transferred to or maintained by the Federal awarding agency or pass-through entity, the 3-year retention requirement is not applicable to the non-Federal entity.
- (e) Records for program income transactions after the period of performance. In some cases, recipients must report program income after the period of performance. Where there is such a requirement, the retention period for the records pertaining to the earning of the program income starts from the end of the non-Federal entity's fiscal year in which the program income is earned.
- (f) Indirect cost rate proposals and cost allocations plans. This paragraph applies to the
 following types of documents and their supporting records: indirect cost rate
 computations or proposals, cost allocation plans, and any similar accounting computations
 of the rate at which a particular group of costs is chargeable (such as computer usage
 chargeback rates or composite fringe benefit rates).
- (1) If submitted for negotiation. If the proposal, plan, or other computation is required to be submitted to the Federal Government (or to the pass-through entity) to form the basis for negotiation of the rate, then the 3-year retention period for its supporting records starts from the date of such submission.
- (2) If not submitted for negotiation. If the proposal, plan, or other computation is not required to be submitted to the Federal Government (or to the pass-through entity) for negotiation purposes, then the 3-year retention period for the proposal, plan, or computation and its

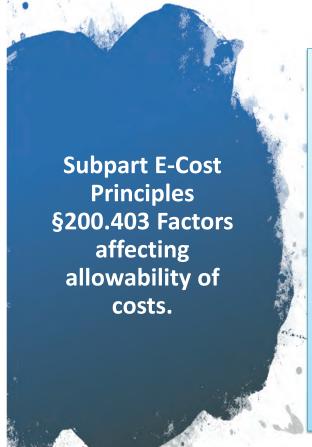
Item No.	Record Series Title	Vital	Archival	Total Retention	Remarks
5.3.007	Bid Documentation	177		-	
	Includes bid requisition/authorizations, invitations to bid or propose, bid specifications, successful and unsuccessful bids, and bid tabulation/evaluations.				
	a) Associated with a contract executed, renewed, or amended on or after September 1, 2015.			AC+7	AC=Expiration or termination of the instrument according to its terms or decision not to proceed with the bid.
	b) Associated with a contract executed, renewed, or amended on or before August 31, 2015.			FE+3	<u> </u>
	c) Unsuccessful bids that do not meet agency submission requirements and are not included in bid			.AC+2	AC=Date of notification of denial or date of withdrawal, as applicable.
	evaluation process (e.g. withdrawn, missed submission deadline, incomplete submission, etc.).			<u>h</u>	ttps://www.tsl.texas.gov/slrm/recordspubs/rrs4.htm

AC – See event trigger for specific records series definition AV – Administratively valuable

CE - Calendar year end Rev. 2016-09

LA-Life of Asset

US - Until Supersede



- Except where otherwise authorized by statute, costs must meet the following general criteria in order to be allowable under Federal awards:
- (a) **Be necessary and reasonable** for the performance of the Federal award and be allocable thereto under these principles.
- (b) Conform to any limitations or exclusions set forth in these principles or in the Federal award as to types or amount of cost items.
- (c) Be consistent with policies and procedures that apply uniformly to both federally-financed and other activities of the non-Federal entity.
- (d) Be accorded consistent treatment. A cost may not be assigned to a Federal award as a direct cost if any other cost incurred for the same purpose in like circumstances has been allocated to the Federal award as an indirect cost.
- (e) Be determined in accordance with generally accepted accounting principles (GAAP), except, for state and local governments and Indian tribes only, as otherwise provided for in this part.
- (f) Not be included as a cost or used to meet cost sharing or matching requirements of any other federally-financed program in either the current or a prior period. See also §200.306 Cost sharing or matching paragraph (b).
- (g) Be adequately documented. See also §§200.300 Statutory and national policy requirements through 200.309 Period of performance of this part.

Be necessary and reasonable

- Be necessary and reasonable for the performance of the Federal award and be allocable thereto under these principles.
- What do we mean by necessary?
- What do we mean by reasonable?

We need to know the DO NOTs



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Disclaimers under EDGAR 34.75.620

The contents of this (insert type of publication; e.g., book, report, film) were developed under a grant from the U.S. Department of Education. However, those contents do not necessarily represent the policy of the U.S. Department of Education, and you should not assume endorsement by the federal government.

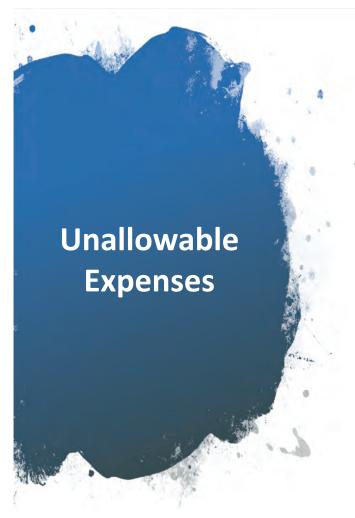
Perception is Reality!

- Subgrantees should consider how the meeting or conference will be perceived by the public; for example, will the meeting or conference be perceived as a good use of taxpayer dollars?
- http://abc13.com/archive/7084313/
- Caribbean Cruise to Cozumel Mexico



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 If federal grant funds are used on unallowable expenses, USDE may seek to recover any federal grant funds identified, in an audit or through program monitoring, as having been used for unallowable costs, including unallowable conference expenses.



- (a) Be necessary and reasonable Documented by Grant Director with assistance from Purchasing Dept.
- (b) Conform to any limitations Check by Grant Director with assistance from Business Office
- (c) Be consistent with policies and procedures that apply uniformly – Check by Grant Director with assistance from Business Office
- (d) Be accorded consistent treatment. –
 Check by Grant Director with assistance from Business Office
- (e) Be determined in accordance with generally accepted accounting principles (GAAP) check by Business Office
- (f) Not be included as a cost or used to meet cost sharing — Check by Grant Director with assistance from Business Office
- (g) Be adequately documented. Check by Grant Director with assistance from Business Office

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Poll Question

Who determines allowability of costs for a trip where valet parking is required?

- A. Finance Officer
- B. Grant Officer
- C. Trip Attendant
- D. Program Manager
- E. A B and C

 Under Subpart E, there are many long list of concepts, definitions and items identified

• Some are allowable and some are not.. Here is a list of some of these....

Let's take a look at some of these..
 Through Poll Questions:

CFR – Subpart E

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Allowable or Unallowable

NOTE: Items are	unallowable or allowable based on cfr 200 OR sp	oecial federal	award.	
		Allowable	Unallowable	Comments
§200.420	Considerations for selected items of cost. In case of a discrepancy between the provisions of a specific Federal award and the provisions below, the Federal award governs. Criteria outlined in §200.403Factors affecting allowability of costs must be applied in determining allowability. See also §200.102 Exceptions.			
\$200.421 \$200.422 \$200.423 \$200.424 \$200.425 \$200.426 \$200.427 \$200.428 \$200.429 \$200.431 \$200.432	Advertising and public relations. Advisory councils. Alcoholic beverages. Alumni/ae activities. Audit services. Bad debts. Bonding costs. Collections of improper payments. Commencement and convocation costs. Compensation—personal services. Compensation—fringe benefits. Conferences.	Allowable Allowable Allowable Allowable Allowable Allowable Allowable	Unallowable Unallowable Unallowable Unallowable	IND IND IND IND IND SPEC SPEC
§200.433 §200.434 §200.435	Contingency provisions. Contributions and donations. Defense and prosecution of criminal and civil proceedings, claims, appeals and patent infringements.		Unallowable Unallowable	BUT IND

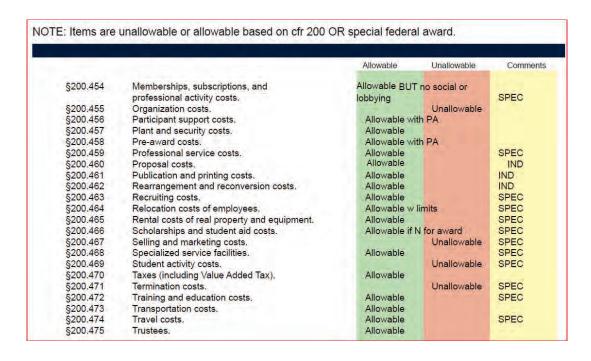
Allowable or Unallowable

§200.436 §200.437	Depreciation. Employee health and welfare costs.	Allowable -no	land	SPEC
§200.438	Entertainment costs.	,	Unallowable	
§200.439	Equipment and other capital expenditures.	Allow-\$5,000		SPEC
§200.440	Exchange rates.	Allowable		
§200.441	Fines, penalties, damages and other settlements.	,	Unallowable	SPEC
§200.442	Fund raising and investment management costs.		Unallowable	
§200.443	Gains and losses on disposition of depreciable assets.	Allowable		ALLOC
§200.444	General costs of government.		Unallowable	
§200.445	Goods or services for personal use.		Unallowable	
§200.446	Idle facilities and idle capacity.	Allowable		SPEC
§200.447	Insurance and indemnification.	Allowable		SPEC
§200.448	Intellectual property.	Allowable		SPEC
§200.449	Interest.	Allowable		SPEC
§200.450	Lobbying.		Unallowable	
§200.451	Losses on other awards or contracts.		Unallowable	
§200.452	Maintenance and repair costs.	Allowable		
§200.453	Materials and supplies costs, including costs			
	of computing devices.	Allowable		

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Allowable or Unallowable



Poll Question

- Is there a section where a government can cite that prohibits beer? Can I buy a six pack of Lite Beer for work?
- A. Yes
- B. May be
- C. No
- D. Depends

- Which is the section that deals with alcoholic beverages?
- A. 200.432
- B. 200.234
- C. 200.423
- D. 200.454

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Poll Question

- Is there a section where a government can cite that prohibits lobbying activity?
- A. Yes
- B. May be
- C. No
- D. Depends

- Which is the section that deals with alcoholic beverages?
- A. 200.454
- B. 200.450
- C. 200.441
- D. 200.421

Poll Question

- Is there a section where a government can cite that prohibits an Astros Game?
- A. Yes
- B. May be
- C. No
- D. Depends

- Which is the section that deals with entertainment?
- A. 200.441
- B. 200.442
- C. 200.432
- D. 200.438

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§200.415 Required certifications.

As outlined by the subtitle

Required certifications include:

- (a) To assure that expenditures are proper and in accordance with the terms and conditions of the Federal award and approve project budgets, the annual and final fiscal reports or vouchers requesting payment under the agreements must include a certification, signed by an official who is authorized to legally bind the non-Federal entity, which reads as follows: "By signing th report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal award. am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812)."
- HCDE has implemented a certification for all draw down payments in the Business Office which requires the Program Director, the Staff Accountant, the Chief Accounting Officer and the Assistant Supt for Business signature.



- In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non-Federal entity under the Federal award must contain provisions covering the following, as applicable.
- (A) Must address administrative, contractual, or legal remedies
- (B) All contracts in excess of \$10,000 must address termination for cause and for convenience
- (C) Equal Employment Opportunity.
- (D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148).
- (E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708).
- (F) Rights to Inventions Made Under a Contract or Agreement.
- (G) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act $\,$
 - (33 U.S.C. 1251-1387), as amended
- (H) Debarment and Suspension (Executive Orders 12549 and 12689).
- (I) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352).
- (J) See §200.322 Procurement of recovered materials.

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Edgar Summary

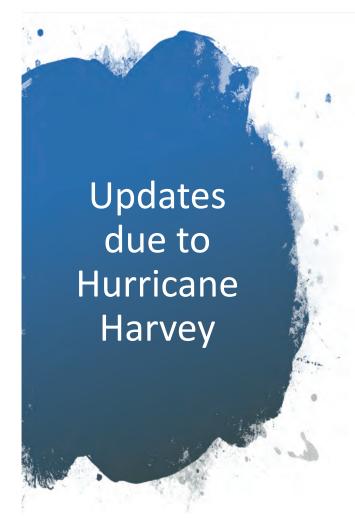




Hurricane Harvey

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FOR EDGAR Grants (not FEMA):

Hurricane Harvey and EDGAR Updates: As posted on TEA Website

http://tea.texas.gov/Finance and Grants/Grants/Administering a Grant/Request for Prior Approval, Disclosure, and Justification Forms/

§200.320 Methods of procurement to be followed.

The non-Federal entity must use one of the following methods of procurement:

- a) to d) as listed on this section..
- f) Procurement by noncompetitive proposals. Procurement by noncompetitive proposals is procurement through solicitation of a proposal from <u>only one source</u> and may be used only when one or more of the following circumstances apply:
- (1) The item is available only from a single source;
- (2) The public exigency or emergency for the requirement will not permit a delay resulting from competitive solicitation:
- (3) The Federal awarding agency or pass-through entity expressly authorizes noncompetitive proposals in response to a written request from the non-Federal entity; or
- (4) After solicitation of a number of sources, competition is determined inadequate.

[78 FR 78608, Dec. 26, 2013, as amended at 79 FR 75885, Dec. 19, 2014; 80 FR 54409, Sept. 10, 2015]

2 cfr 200.320f(2)

For FEMA claims, there are specific procurement requirements that do not apply. Thus contact your FEMA Representative.

Home / Finance and Grants / Grants / Administering a Grant

Request for Prior Approval, Disclosure, and Justification **Forms**

Hurricane Harvey

One allowable use of a non-competitive procurement is a public exigency or emergency that will not allow for a delay in services, caused by the competitive solicitation process. In the event of an emergency, such as Hurricane Harvey, a grant recipient may choose to solicit a noncompetitive proposal from only one source to avoid delay in procuring items or services (2 CFR 200.320(f)(2)).

Local educational agencies (LEAs) in Texas affected by the devastation caused by Hurricane Harvey may need to use the noncompetitive proposal method of procurement to quickly purchase needed items or services. When using the noncompetitive procurement method, all costs must still be allowable under the specific program.

For example, an LEA that received damage from Hurricane Harvey may need to quickly replace or acquire materials or services that were damaged, destroyed, or lost in the storms. Also, an LEA receiving a number of evacuated students may need to choose the noncompetitive procurement option to more quickly procure needed items or services to be able to serve the unexpected growth

LEAs that determine a need for noncompetitive procurement are not required to obtain prior approval from TEA. Local documentation on how the determination was made would be kept locally. However, if the LEA prefers to obtain prior approval from TEA as their documentation for auditors, appropriate forms are available below.

- 1. For LEAs located in counties identified in the Governor's disaster declaration that received damages in the storms, an automatically approved form is available for downloading. Submission to TEA is not required.
- 2. For LEAs outside the counties identified in the Governor's disaster declaration that enrolled evacuated students from Hurricane Harvey, a prior approval request may be submitted to the Associate Commissioner for Grants Compliance and Oversight. Approvals will be processed within three husiness days

Related Content

Quick Links

Entitlements General and Fiscal Guidelines Transition to ESSA ESSA Private School Equitable Services Substitute System of Time and Effort Reporting TEA Grant Opportunities Travel Information and Guidance The New EDGAR When to Amend the Application

Contact Information

Grants Administration Division

Phone: (512) 463-8525 Fax: (512) 463-9564 grants@tea.texas.gov











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Poll Question

Is EDGAR or CFR 200 elements applicable to all grants?

- A. Yes
- B. No
- C. May be
- D. Not Sure

https://cfo.gov/cofar/cofar-resources/

Agencies

Agency for International Development	Corporation for National and Community Service	Department of Agriculture	Department of Commerce*
Department Of Defense	Department Of Education	Department Of Energy	Department of Homeland Security*
Department Of Justice	Department Of Labor	Department of State	Department of The Interior
Department Of Transportation	Department of Treasury	Environmental Protection Agency	Gulf Coast Restoration Council*
Health and Human Services	Housing and Urban Development*	Institute of Museum and Library Services*	National Aeronautics and Space Administration
National Archives and Records Administration	National Endowment for Arts*	National Endowment for Humanities*	National Science Foundation
Office of the National Drug Control Policy*	Small Business Administration	Social Security Administration*	Veterans Affairs*

^{*}These agencies do not have exceptions relating to 2 CFR 200

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Update to Procedures and Forms

- 1) Update to CH Local, CH Local -see draft
- Update to Internal procedures Conflict of Interest Form Questionnaires for staff
- Update to Instructions to Committee Form, Recommendation Forms for RFPs, and Effectiveness and Compliance Form
- 4) Update to Conflict of Interest in RFP template
- 5) Update to Contract Provisions
- 6) Update to Cost and Price Analysis
- 7) Update to Estimate & Analysis Form
- 8) Update to CIS Form for staff
- 9) Update to Internal Control Assessment Form
- 10) Update to RFPs and Templates and contracts
- 11) Update source of funds for all contracts
- 12) Update to Standard Conditions
- 13) Update to Time and Effort Forms
- 14) Update to certification forms
- 15) Update debarment process







For additional information or training, contact:

HCDE PLUS —Planning Leadership and Unmodified Systems — a member of HCDE Texas Cooperative Programs Alliance - TCPA
Jesus J. Amezcua, PhD., CPA. RTSBA, CPFIM Assistant Supt for Business
6300 Irvington Boulevard

Houston, Texas 77022 713-696-1371 or 956-324-9827 jamezcua@hcde-texas.org



Harris County Department of Education

6300 Irvington Houston, Texas 77022-5618 - (713-696-1371)

CONFLICT OF INTEREST DISCLOSURE ALL BUDGET MANAGERS 2015-16

A budget manager is an individual that is authorized to approve purchase request of any kind (Requisitions, Grants, Bids, Purchase Requests, Campus and Student Activity) and/or is involved in any way in the procurement of any goods and services and is also involved in the approval of transfers or amendments (i.e. Principals, Directors, Supervisors, Budget Managers, etc.)

Have you accepted a cash gratuity of any amount that will result in personal gain while representing <u>HCDE?</u> Yes_____No____ If yes, please explain and disclose from whom

Have you accepted any Non-Cash gratuities that have a retail value of more than \$25.00 from a vendor this year? Yes_____ No____ If yes, please disclose who and explain___

Have you accepted a gratuity during duty and non duty periods and did you report it to your Supervisor within 72 hours? Yes No N/A If no, explain

Do you own a business or have an interest in a company that does business with HCDE? Yes No_____ If yes, disclose name of company and your interest in the outside

CERTIFY THAT THE INFORMATION ABOVE IS TRUE AND CORRECT TO THE SEST OF MY KNOWLEDGE.

Employee's Signature

Date

Employee's Printed Name

FOR HCDE USE ONLY

NOTE: Failure to complete this form will prevent the employee from being authorized to approve any purchases within the HCDE

Authorized to participate in the procurement process by HCDE Assistant Supt for Business

Business

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Harris County Department of Education **Business Office /Purchasing Division**

EC Form

Effectiveness and Compliance Review

Purchasing Audit File and Jesus J. Amezcua, Ph.D., CPA, RTSBA Assistant Supt. for Business

From: Kendra Jackson - Contracts Manager Purchasing Dept: Bill Monroe, Purchasing Director

Job-Bid or RFP# and Name: 15/029KJ Lease of a Tidwell Head Start Facility for Harris County
Department of Education

Board Meeting Date: July 21, 2015

Date: June 30, 2015

Procurement Requirements Applicable: Check One

Under \$2,500 (Requires Division Director and Asst Supt. Approval)
From \$2,500 to \$49,999 (Requires Buyer, Purchasing Director/CFO Approval)
Over \$50,000 (per CH Local)
Cooperative Programs (Requires Board Approval) X

I certify that I have reviewed the attached job (bid or RFP) and certify that all of my actions as a Recommendations Committee Member are within the procurement requirements in accordance with local Board Policies (CH local/legal) and legal (federal and state) policies and administrative guidelines set by the Business Office and the Purchasing Division.

I certify that I have adhered to the Purchasing Policies of HCDE concerning the review of this job (bid or RFP) to include policies on conflict of interest.

I certify that I am aware of all purchasing policies (CH Local and CH Legal) and administrative procedures of HCDE.

I certify that I am aware of the penalties of not following the purchasing policies and procedures and in specific with section 44.032 of the Texas Education Code which deals with the penalties related to sequential or component purchases.

I certify that I am aware of the EDGAR requirements as amended on Dec 26, 2014 under 2 CFR Part 200, and in specific the conflict of interest requirements for federal funds.

government officers regarding conflict of interest disclosures.

I further certify that I recommend the issuance of a purchase order after Board approval and execution of a contract.

(Note: This form is required of all jobs (bids and RFPs) prepared by all buyers and Director)



Harris County Department of Education **Business Office /Purchasing Division**

Job (Bid-Proposal) Recommendation Form **Program Review**

Purchasing Division Recommendation Committee

Venetia Peacock

Jay Atkins

Armando Rodriguez

Job (Bid or RFP#) and Name: 15/029KJ

Lease of a Tidwell Head Start Facility for Harris County Department of Education

Board Meeting Date: July 21, 2015

Date: June 30, 2015

Procurement Requirements Available:

Check One

Under \$2,500 (Requires Division Director and Asst Supt. Approval)
From \$2,500 to \$25,000 (Requires Buyer, Purchasing Director/CFO Approval)

Vover \$50,000 (Requires Board Approval)

I certify that I have reviewed the attached Job (bid or RFP) and certify that all of my actions as a nendations Committee Member are within the procurement requirements in accordance with local Board Policies (CH local/legal) and legal (federal and state) policies and administrative guidelines set by the Business Office and Purchasing Division.

I certify that I have adhered to the Purchasing Policies of HCDE concerning the review of this job(bid or RFP) to include policies on conflict of interest (CIQ).

I certify that I am aware of all purchasing policies (CH Local and CH Legal) and administrative procedures of HCDE.

I certify that I am aware of the penalties of not following the purchasing policies and procedures and in specific with section 44.032 of the Texas Education Code which deals with the penalties related to sequential or component purchases.

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certify that I am aware of the EDGAR requirements as amended on Dec 26, 2014 under 2 CFR Part 200, and in specific the conflict of interest requirements for federal funds.

I certify that I am aware of Chapter 176 of the Local Government Code requirements for local government officers regarding conflict of interest disclosures.

I further certify that I recommend the issuance of a purchase order after Board approval and execution of a contract.

(Note: This form is required of all jobs (bids and RFPs) prepared by all Buyers & Director)

Justification:

Job no. 15/029KJ

This RFP was developed for the Lease of a Tidwell Head Start Facility for Harris County Department of Education.

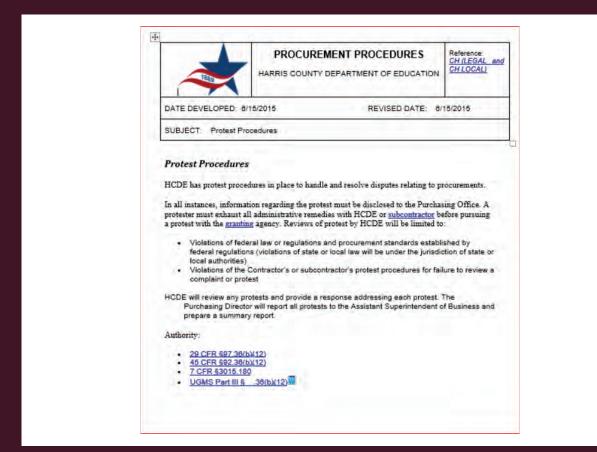
This job was competitively bid and advertised. The result of the bid generated the following response:

Invitation to propose was sent to twenty-five (25) vendors

HCDE received one (2) response.

Recommendation:

HCDE is recommending KQC, LLC, for an award

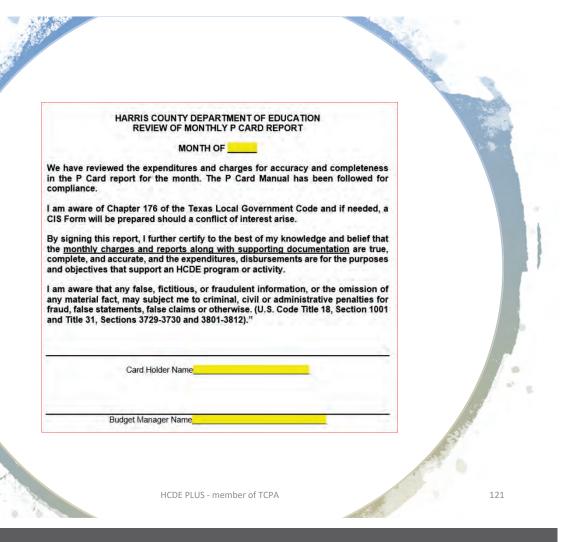


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FEDERAL FUNDS: If the source of funds for this purchase is federal funds, the following federal provisions apply, (as applicable).

Section 14.52 of the Texas Family Code, added by S.B. 84, Acts, 73rd Legislature, R.S. (1993); Equal Employment Opportunity; Davis-Bacon Act, as amended (40 U.S.C. 3141-3148); Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708); Rights to Inventions Made Under a Contract or Agreement; Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended; Debarment and Suspension (Executive Orders 12549 and 12689; Byrd Anti-Lobbying Amendment (31 U.S.C. 1352);Record Retention Requirement - 2 CFR § 200.333; Clean Air Act of 1970, as amended (42 U.S.C. 1857(h)), Section 508 of the Clean Water Act, as amended (33 U.S.C. 1368), Executive Order 117389 and Environmental Protection Agency Regulation, 40 CFR Part 15;Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871; Buy America Act;



Month: March 2015

HARRIS COUNTY DEPARTMENT OF EDUCATION CERTIFICATION OF FINANCIAL STATEMENTS

Monthly Financial Reports & Drawdown Submitted to Region 10
Distribution of TXVSN Revenue

We have reviewed the expenditures, revenues, and appropriations for accuracy and completeness in the general ledger for the month. Texas Education Agency's Financial Accountability System Resource Guide ("FASRG") has been followed to assure grant compliance.

By signing this report, I further certify to the best of my knowledge and belief that the monthly financial statements and drawdown reports along with supporting documentation are true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812)."

Jesus J. Amezcua, PhD, CPA, RTSBA, Assistant Superintendent for Business Services

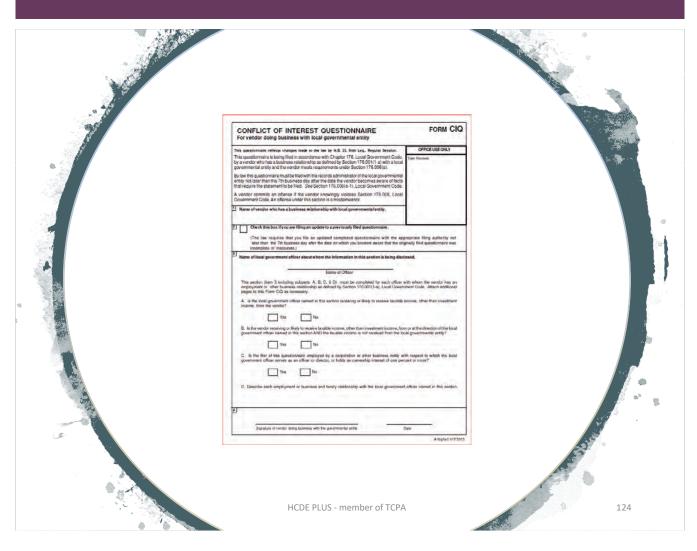
Rosa Maria Torres, Chief Accounting Officer

Hayley Wilson, Senior Accountant

Angela Smith, Director - Texas Virtual School Network

CONFLICTS DIS	MMENT OFFICER CLOSURE STATEMENT and filing this form are provided on the next page.)	FORM CI	
This questionnaire reflects ch	OFFICE USE ONLY		
This is the notice to the appropriate local governmental entity that the following local government officer has become aware of facts that require the officer to file this statement in accordance with Chapter 176, Local Government Code.		Dale Received	
Name of Local Governme	nt Officer		
2 Office Held			
Name of vendor describe	d by Sections 176,001(7) and 176.003(a), Local Government	Code	
Description of the nature	and extent of employment or other business relationship w	ith vendor named in item 3	
F			
from vendor named in it	local government officer and any family member, it aggreg 3 exceeds \$100 during the 12-month period described by Description of Gift Description of Gift	Section 176.003(a)(2)(B).	
from vendor named in it Date Gift Accepted Date Gift Accepted	m 3 exceeds \$100 during the 12-month period described by Description of Gift	Section 176.003(a)(2)(B).	
from vendor named in it Date Gift Accepted Date Gift Accepted	m 3 exceeds \$100 during the 12-month period described by Description of Gift Description of Gift	Section 176.003(a)(2)(B).	
from vendor named in it Date Gift Accepted Date Gift Accepted	m 3 exceeds \$100 during the 12-month period described by Description of Gift Description of Gift Description of Gift	Section 176.003(a)(2)(B). Is true and correct. I acknowledge lead by Section 176.001(c). Local acknowledge acknowledge limit statement	
from vendor named in the Date Gift Accepted Date Gift Accepted Date Gift Accepted	m 3 exceeds \$100 during the 12-month period described by Description of Gift Description of Gift Description of Gift (attach additional forms as necessary) I swear under penalty of periory that the above statement, that the disclosure applies to each family member (as def Government Code) of the local government offices. I also zovers the 12-month period described by Section 176.000;	Section 176.003(a)(2)(B). Is true and correct. I acknowledge lead by Section 176.001(c). Local acknowledge acknowledge limit statement	
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HCDE PLUS - member of TCPA



LOCAL GOVERNMENT OFFICER CONFLICTS DISCLOSURE STATEMENT

Section 176.003 of the Local Government Code requires certain local government officers to file this form. A
"local government officer" is defined as a member of the governing body of a local governmental entity; a
director, superintendent, administrator, president, or other person designated as the executive officer of a
local governmental entity; or an agent of a local governmental entity who exercises discretion in the planning,
recommending, selecting, or commanding of a vendor. This form is required to be filed with the records
administrator of the local governmental entity not later than 5 p.m. on the seventh business day after the date
on which the officer becomes aware of the facts that require the filling of this statement.

A local government officer commits an offense if the officer knowingly violates Section 176.003, Local Government Code. An offense under this section is a misdemeanor.

Please refer to chapter 176 of the Local Government Code for detailed information regarding the requirement to file this form

INSTRUCTIONS FOR COMPLETING THIS FORM

The following numbers correspond to the numbered boxes on the other side.

- 1. Name of Local Government Officer. Enter the name of the local government officer filing this statement.
- 2, Office Held. Enter the name of the office held by the local government officer filing this statement.
- 3. Name of vendor described by Sections 176.001(7) and 176.003(a), Local Government Code. Enter the name of the vendor described by Section 176.001(7), Local Government Code, with whom the officer has an employment or other business relationship as described by Section 176.003(a)(2)(A), Local Government Code.
- 4. Description of the nature and extent of employment or business relationship with vendor named in item 3. Describe the nature and extent of the employment or other business relationship with the vendor in item 3 as described by Section 176.003(a)(2)(A), Local Government Code.
- 5. List gifts accepted, if the aggregate value of the gifts accepted from vendor named in item 3 exceeds \$100. List gifts accepted during the 12-month period (described by Section 176.003(a)(2)(B), Local Government Code) by the local government officer or family member of the officer from the vendor named in item 3 that in the aggregate exceed \$100 in value.
- 6. Affidavit. Signature of local government officer.

HCDE PLUS - member of TCPA

125

	CERTIFICATE OF INTE	RESTED PARTIES	20	FORM 1295		
Include the ISD Name	Complete Nos. 1 - 4 and 6 if there are interested parties. Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties. 1 Name of business entity filling form, and the city, state and country of the business entity's place of business. 2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.					
contract # or RFP	3 Provide the identification number us and provide a description of the good	ed by the governmental entity or state agds or services to be provided under the co	ency to track or ide patract.	ntify the contract,		
This is a	Name of Interested Party	City, State, Country (place of business)	Nature of Interest Controlling	(check applicable)		
sample copy of the form,						
but only the			le only . Go	to		
form printed		the e				
through the	5 Check only if there is NO Interested F		hission to	-		
ethics commission will be accepted.	6 AFFIDAVIT AFFIX NOTARY STAMP / SEAL ABOVE Sworn to and subscribed before me, by the si	I swear, or affirm, under penalty of perjury Signature of authorized as				
Note: all forms will	Signature of officer administering oath	Printed name of officer administering oath		er administering oath		
have an ID #.	Form provided by Texas Ethics Commission	www.ethics.state.tx.us		Adopted 10/5/2018		

HARRIS COUNTY DEPARTMENT OF EDUCATION PROPOSER VENDOR CERTIFICATION FORMS

CERTIFICATION OF COMPLIANCE WITH TEXAS FAMILY CODE PROVISION

As per Section 14.32 of the Yean Family Code, added by S.B. 84, Acts, 73rd Legislature, R.S. (1893), all bidders must complete and submit with the hid the following affidavit: I, the undersigned vendors, do harryly acknowledge that NO Soci proprietor, garner, najorty sinarholder of a corporation, or an owner of 10% or more of another brainess multy is 10 days or more delinquent in order activities report under a court mode of a written accomplete an extense. I understand his moder this protition, a sole proportion, a sole proportion, or other entry at making a sole proportion, partners, proportion of conduction story in 10 days or more delinquent in a pring child orapport under a court voice or a minima repyrantar agreement is NOT indicated to the control of the court of the

REQUIRED CONTRACT PROVISIONS FOR NON-PEDERAL ENTITY CONTRACTS UNDER FEDERAL AWARDS - APPENDIX II TO 2 CFR PART 200

The following provisions are required and apply when federal funds are expended by HCDE for any contract resulting from this procurement process.

Contracts for more than the implified acquisition threshold currently set at \$120,000, which is inflation adjusted amount determined by the Civilian Agincy Acquisition Council and the foca-document Reculations Council Councils in arthretized by 41 U.S.C. 1995, more deduced interactional contractions, or legal remedies in instances where contraction, values are breach street formula, and contract formula and contract formula and provide for such astaclous and peculiars an appropriate or appropriate.

Posyment to Federal Rule (A) above, when federal fouth are expended by HCDE, HCDE rese all rights and privileges under the applicable laws and regulations with respect to trectorement in the event of breach of content by either party.

Does vendor agree? VES ______Inmals of Authorized Representative of vendor

(B) Termination for cause and for convenience by the grantee or subgrantee including the mans by which it will be effected and the basis for settlement. (All contracts in excess of \$10,000)

Pursuant to Federal Raile (II) above when beloral finals are expended by HCDE, HCDE reteives the right to amondanely remainst any appression in stress of \$10,000 receiving from this procurement records in the revise of a fessel, or effects of the appression by Yandow, in the revise the procurement of the procurement and solicitions, controls, called a procurement of the procurement and solicitions, controls, called a procurement of the procurement and solicitions, controls, called a procurement of the procurement and controls to the procurement of the procurement of the procurement of the procurement of the controls and/or the procurement of the control of the procurement of the controls are called by HCDE as of the termination date of the controls of the controls and the controls are controls and the control of the procurement of the controls of the procurement of the controls of the procurement of

(C) Equal Employment Opportunity: Except as otherwise provided under 41 CFR Part 86, all contracts that must the definition of "federally authord contraction contract" in 11 CFR Part 86.

21 must include the equal appearatury (laws provided under 41 CFR 96-14(b), in assessment with Executive Order 11246, "Equal Employment Opportunity" (30 FR 1215, 1298), 3 CFR Part 144-1496 Camp. p. 339), as insmitted by Exceptive Order 11247, "Authority Order 1247, and a contraction of the contracti

Pursuant to Federal Rule (C) above, when federal fluids are expended by HCDE on my federally asslitted construction contract, the equal opportunity clause is incorporated by reference berein.

Does vendor agree to avide by the above? VES ________Initials of Authorized Representative of vendor

Pursuant to Federal Rule (D) above, when federal finds are expected by HCDE, buring the term of an award for all contacts and subgraph, for construction or repair, the vector will be an compliance with all applicable Davin-Bason Act provisions.

Does vendor agree? YES ______Initials of Authorized Repres

(E) Couract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts, awarded by the non-Pederal ratic in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 370, and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 370, and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each constructor must be required to compare the mages of every mechanic and absorber 40, fig. 350, and an advantage of the standard work week of 40 hours. Work in excess of the standard work week of 40 hours. Work in excess of the standard work week and the standard work week and the standard work week. The requirements

of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working condutions which are ministery, hazardows or danarrows. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the upon market, or contracts for transpositation or transmission of

ground to Federal Rule (E) above, when federal finels are expended by HCDE, the vendor strikes that during the term of an award for all contract by HCDE resulting from this contranent receives, the vendor will be in constitute with all applicable provisions of the contract Work Hours and Safety Standards Act.

Does vender arres? YES Inmals of Authorized Representative of vendor

(F) Eight to favoration Made Under a Contract or Agreement. If the Federal award meets the definition of "finelding agreement" under 57 CFR 540 L (s) and the recipient or unitarization to vater into a contract with a small bulench firm or supported regularization produced to abstitution of narriar, anximumant or performance of experimental, developmental, are research work under that "finding agreement," for recipient or subscripting number of the requirement of 37 CFR Part 401, "Right to larvations Made by Nosprofit Organization; and saul Bulench Firms Under Government for Larvation Made by Nosprofit Organization; and any implementar regulation; timed by the swarding agency.

Pursuant to Federal Rule (F) above, when federal finds are expended by HCDE, the vendo centiles that during the term of an armod for all contracts by HCDE resulting from this reconstruction trocces, the vendor armor to comply with all amplicable requirements as reference in Federal Rule (F) above.

Does vendor agree? YES ______Instals of Authorized Representative of vendor

(G) Clean Air Art (AU.S.C. 7401-7671q.) and the Federal Water Foliation Centrel Art (AU.S.C. 1251-1377, at amended—Contracts and unbrankt, of amount in access of \$150,000 mint contain a provision that requires the assert-federal award to agree to comply from all applicable intendants, orders or createsima investo pursuant to the Clean Air Art (AU.S.C. 7401-7671q) and the Federal Water Foliations Central Art as amounted (AU.S.C. 1251-1387), Valueliums must be prepared to the Federal awarding agency and the Regional Office of the Environmental Frotection Agency (EFA).

Purvisor to Federal Role (G) above, when federal funds are expended by HCDE, the vendor certifies that during the stem of an award for all contracts by HCDE resulting from this procurement; process, the vendor arrest no nomine with all applicable requirements as referenced in Federal Rule (O) above.

Does vandor agree? VES ______Initials of Authorized Representative of vandor

(B) Debarment and Surpension (Executive Orders; 12:49 and 12:689—A contract award (see 2: CFR 189278) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (5:AM), in accordance with the OMB quidelines at 2: CFR 18:0 that insolement Executive Orders; 12:59:10: CFR part 1998 (Comp., p. 239), "Debarment and Surpension", SAM Exelcision: contains the sames of parties deducted, implement, impended, or otherwise excluded by agencies, as well as parties declared inslighble under statutory or creations we under the Executive Order 12:540.

Pursuant to Federal Rule (R) above, when federal finite are expected by HCDE, the vendor centifies that during the term of an award for all contracts by HCDE resulting from this procurement process. the vendor centifies the auditar is non to practical by presently debrared, suspended, proposed for deburned, declared meligible, or voluntarily excluded from participation by any heletal department or agency.

Does vendor agree? VES Initial) of Authorized Represen

(i) Byrd Anti-Lubbying Amendment (31 U.S.C. 1382).—Constructors that apply or bid for an award exceeding \$100,000 must fine the required confunction for certifier to the tier above that it will not and has not need Federal appropriated funds to pay say person or ormanization for influencing are strengting to influence as affects or supplyers of any agency, a member of Congress, officer or employer of any any entropy of the order of the strength of the streng

- Federal swand.

 Program to Federal Rule (2) above, when federal funds are expensed by HCDE, the winder certifies the strateg the term and after the evourded term of an evarel for all contracts by HCDE resisting from this recomment recent. the whole certifies that it is in commission with all resolutions or the EMP And And-Selving Assendance (1) U.S.C. 1952. The understaged effective certifies that it is the paid or with be paid for on black of the winder understaged, how prepared for middle and effective that the paid of the paid for on the paid of the state of the paid of the paid for on the paid of the paid for on the paid of the paid for the paid of the paid for the paid of the

Does yendor agree? YES _____Initials of Authorized Representative of yendor

RECORD RETENTION REQUIREMENTS FOR CONTRACTS PAID FOR WITH FEDERAL FUNDS—2 CFR § 200.333	Vendor agrees to comply with all federal, yans, and local laws, rules, regulations and orimance, applicable. It is further acknowledged that vendor certifies compliance with all previous, laws.
When Sederal funds are expended by HCDE for any contract resulting dram this procurement process, the results funds in will a rempty with the released resembles requirements detailed in a CFF. § 200.381. The results further excellent that results with order and results are accusated by TCFF. 200.383 for a period of there years with a passion or adjunction, several final expenditure reports or quarterly or assistal financial sports, as applicable, and all often periods guarantees are closely sports, as applicable, and all often periods guarantees are closely sports, as applicable, and all often periods guarantees are closely.	expression of the test as specifically need above. Vendor Name Company Vendor Advance Colon East, and Zin Code. Plans Number Park and Title of Authorized Recressorities Park Number Printed Vinnis and Title of Authorized Recressorities
Does vendor agues? YESInitials of Authorized Representative of vendor	Email Addreys Signature of Authorized Representative:
CERTIFICATION OF COMPLIANCE WITH EPA RECULATIONS APPLICABLE TO GRANTS, SUBGRANTS, COOPERATIVE AGREEMENTS, AND CONTRACTS IN EXCESS OF \$100,000 OF PEPERAL PURPOSES.	Dec
When Indexi funds are expensed by HCDE for any contract revolting them this presumenent process in section of \$100,000, the vendor certifies that the vendor is in compliantly with all applicable standards, retent, regularizes, and or entirements instent unyunates to the Clean Art Act of \$1970, in amended (4) C.S.C. 187(th), Section 501 of the Clean Water Act, as amended (5) U.S.C. 187(th), Executive Order 1759 and \$100,000,000 and \$100,000	
Does vendor agree? YESInitials of Authorized Representative of vendor	
CERTIFICATION OF COMPLIANCE WITH THE ENERGY POLICY AND CONSERVATION ACT	
When finderal finals are expended by MCDE for any commist resulting from this procurement process, the vember conflies that the vember will by an opposituation with manufactory standards and policies relating to enterior efficiency which are contained in the state course construction that insued an commission with the Bernip Policy, and Convey seem Act (Pals 1, 34-16), 39 Sec. 273).	
Does vendor agree! YES Instain of Anthorized Representative of vendor	
CERTIFICATION OF COMPLIANCE WITH BUY AMERICA PROVISIONS	
Vendor certifies that vendor is an compliance with all applicable provisions of the Buy America Act. Purchases made in accordance with the Buy America Act must will follow the applicable procurement rules calling for the east open competition.	
Does vendor agree? YESInitials of Authorized Representative of vendor	
CERTIFICATION OF NON-COLLESION STATEMENT	
Vender certifies under penalty of perjusy that in preparate to this procusement solicitation is in all respects bota fifet, thir, and made without collusion or fixed with any person, joint seatons, partnership, controleston or other business of letal entry.	
Does vendor agree? YESInstalls of Authorized Representative of vendor	



TIMELINE 2022

PURCHASING 101



SPEAKERS:

Narita Holmes Carol Cooper

PURCHASING 101

Know the Basics of Purchasing

N&C Consulting
Government Procurement & Compliance

1

Why Can't We Just Buy It?

- State law requires that public entities:
- have specific legal authority to make the purchase
- meet the requirements of specialized purchasing statutes
- 3. engage in competitive bidding
- 4. meet certain budget and finance restrictions

What are the Laws I Need to Know?

There are entity specific statutes that provide basic purchasing requirements:

Cities: Local Government Code (LGC), Chapter 252

Counties: LGC, Chapter 262

School Districts: Education Code, Chapter 44 Higher Education: Education Code, Chapter 51

State Agencies: Government Code, Chapters 2155-

2158

Special Districts: District enabling statutes

3

Is That All There Is?

A number of other Codes also govern governmental purchasing. Some of these are included in the following sections of Texas law:

Local Government Code (LGC)

Government Code (GC)

Education Code (EdC)

Code of Criminal Procedures

Health and Safety Code

Human Resources Code

Business and Commerce Code

Transportation Code

Penal Code

Occupation Code

Is That All There Is?

You will also want to be familiar with the following statutes and chapters within these laws:

LGC, Chapter 271—Purchasing and Contracting by Municipalities, Counties and Certain Other Local Governments

GC, Chapter 791—Interlocal Cooperation Act

GC, Chapter 2258—Prevailing Wage Rates

LGC, Chapter 140—Financial Provisions Affecting Local Governments

5

Is That All There Is?

LGC, Chapter 171 and 176-- Regulation of Conflicts of Interest

Code of Criminal Procedures, Art. 18.17-- Disposition of Abandoned or Unclaimed Property

Code of Criminal Procedures, Art. 59.06—Disposition of Forfeited Property

Human Resources Code, Chapter 122—Council on Purchasing from People with Disabilities

Occupation Code Chapter 1001 Engineering and 1051 Architecture

GC, Chapter 2251—Prompt Payment Act

GC, Chapter 2269—Construction Procurement

GC, Chapter 2267/2268 P3 Construction Method

Is That All There Is?

GC 2252, Subch. A-Nonresident Bidders

GC 2252, Subch. B—Interest on Retained Public Works Contract Payments

GC 2252, Subch. F – No Foreign Terrorists, Iran, Sudan

GC 2253—Public Work Performance and Payment Bonds

GC 2254—Subch. A—Professional and Consulting Services

GC 2270 & 808 Israel Preference

Worker's Compensation Agency, Rule 110.110 Labor Code 406.096—Requirements for Worker's Compensation Coverage

7

2021 87th Legislative Session added a few more

- Insurance Code 3503
- Occupation Code 1304
- Election Code 123
- Property Code 5 and 53
- Civil Practice & Remedies Code 16 and 130
- •Finance Code 348 and 353

How Do I Find the New Legislation Everyone is Talking About?

If you have a bill number, you may do a bill search at www.capitol.state.tx.us.

Recent legislation that impacts our member entities is summarized at:

http://www.gpstraining.biz news/eventsScroll to Legislative Watch

<u>http://txppa.org</u> under Documents and Files/documents shared/Legislative Issues

Q

What Are the Ways I May Legally Make Purchases?

For purchases under \$50,000 (under the legal bid limit) your specific law has provisions that guide you in the methods to use.

Your entity may develop entity specific purchasing policies and procedures that are used for these purchases in compliance with your laws.

The policies and procedures generally should be approved by your governing body

What Are the Ways I May Legally Make Purchases?

Following the specific law under which you make purchases, for bids exceeding the legal bid limit (\$50,000), you may use the following methods:

Sealed Bids

Sealed Proposals (RFP, CSP)

Awarded Cooperative Contracts that were bid following state law

Various construction methods allowed under GC 2269

11

What Must I Consider When Using Bid or Proposal Methods?

- Which method is best for the type purchase you are making
- Keeping a level playing field for vendors—each provided the same information
- Specifications should not have bias toward any vendor
- Specifications govern what is desired and what may be considered in making award of contract
- HUB requirements

What Must I Consider when Using Bid or Proposal Methods?

- Consider payment or performance bond and insurance requirements
- Advertise according to your statute
- Open the sealed bids or proposals (paper and electronic) according to law
- Protect information contained in the submittals according to law
- Submit bids or proposals to the governing body for award according to law and local policy and procedures

13

Additional Considerations

- Requests for exemptions from bidding
- Requests for a vendor to be considered a sole source
- Protect your department from protests and violations of the laws
- Determine how to work best with your user departments, governing body, vendors and the public

Where Else May I Find Help?

- TxPPA offers a "memberconnect" where you may ask questions. All members are eligible to use the service. No question is a bad question. www.txppa.org
- The Texas Comptroller of Public Accounts offers a Model Procurement and Contract Management Guide 2.1 for Texas State Agencies

https://comptroller.texas.gov/purchasing/docs/96-1809.pdf

- Texas Education Agency Resource Guide www.tea.state.tx.us
- Texas Municipal Laws Made Easy by Texas Municipal League
 https://www.tml.org
 search laws made easy. The most recent is 2019

NIGP – NSITE and a chat called Purchissues. Must be a member to participate. NIGP also an excellent resource

15

THANK YOU

Narita Holmes, MBA, C.P.A., CIA naritaholmes@utexas.edu 432-349-0116

Carol Cooper, C.P.M., CPPO, CPSM cacooper@tx.rr.com

214-202-5903







N&C Consulting
Government Procurement & Compliance



TIMELINE 2022

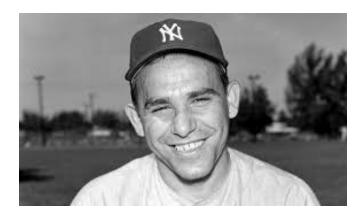
GROUP HEALTH INSURANCE - LATEST DEVELOPMENTS



SPEAKER:

Bill Rusteberg

Group Health Insurance – Latest Developments Important To Texas School Districts



New legislation coupled with evolving health care strategies in a dynamic market brings change in health care strategies for Texas school districts both on a local and state level

"The future ain't what it used to be" – Yogi Berra

1

For The First Time In 20 Years.....

- TRS ActiveCare Member Districts May Exit TRS Active Care Effective September 1 of any year
- Senate Bill 1444
- Over 90% Of Texas School Districts Are TRS ActiveCare Members
- Approximately 145 Districts Have Chosen A Commercial Plan Alternative
- Approximately 75 Districts Have Never Joined TRS ActiveCare.

For The First
Time In It's
History TRS
ActiveCare Must
Compete For
Business

- Texas legislature noted some school districts achieved better benefits and lower rates in the commercial market
- Blue Cross of Alabama competing against Blue Cross of Texas
- TASB TML Gallagher Blue Cross of Texas competing against Blue Cross of Texas and Blue Cross of Alabama
- First Financial
- FBS & Higgenbotham
- Command Health
- Blue Cross of Texas competing with TRS ActiveCare Blue Cross of Texas
- South Texas Health Cooperative
- Aetna, Humana, Cigna, United Healthcare

3

Current TRS ActiveCare Strategies To Retain Business

- Regional Rating
- Primary Care Driven Care
- Moderate Rate Adjustment 2022-2023
- Senate Bill 1444 Poison Pill Provision
- Five Year Exclusion
- Power of Large Numbers
- Low Administration Costs
- Defined Contribution Plan
- Promises of Further Improvements

Δ

Competitive Strategies In A Dynamic Market

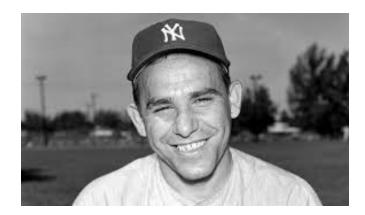
- Legacy Health Plans vs New Age Health Plans An important distinction
- Direct Primary Care
- Reference Based Pricing
- Specialty Drug Risk Transfer
- Direct Provider Agreements
- 501r Risk Transfer
- Cash Pay Point of Sale
- Compassionate Care Strategies
- One source vendor P&C, Voluntary Benefits
- Playing local politics

5

Future TRS ActiveCare Strategies To Retain Business

- Rating by district
- Self insure each district with TRS acting as administrator only
- Minimum premium each district responsible up to a certain claim level
- TRS ActiveCare becomes a de facto aggregate stop loss carrier
- Flexible carriers by region
- Specialty drug carve-out
- Reference Based Pricing for specific procedures
- Spousal carve-out
- Compete for Cafeteria Plan administration and benefits

TRS ActiveCare Or Commercial Health Plan?



"When You Come To A Fork In The Road Take It"

- Yogi Berra

7

What Options Do Districts Have?

- TRS ActiveCare
- Self Funded Insurance
- Fully Insured Insurance
- ICHRA

The Poison Pill Provision

- Senate Bill 1444 Requires Districts
 Terminating Membership To
 Provide Written Notice by
 December 31 For A September 1
 Effective Date
- Insurance Companies Will Bind Not bind Coverage 9 Months Out From An Effective Date
- Districts Opting Out Will Not Know What Their Cost Based Options Will Be
- Once A District Opts Out Of TRSAC
 They Cannot Return for Five Years

9

Self Insurance

- District Assumes Certain Administrative Duties
- Minimum Participation Requirements
- District Assumes Risk
- Stop Loss Insurance Protects Plan Assets Through Pooling
- Districts Determines Benefits & Cost Structure
- Districts May Establish A Risk Pool
- Community Health Plan Option
- Underwriting Risk Is Problematic
- No Guarantee Issue
- Pre-Existing Conditions Covered

Fully Insured

- Carrier Assumes All Risk
- Benefit Flexibility Is Limited
- Exhaustive Underwriting Process
- Guarantee Issue Under The Texas Small Group Statues Specific To Texas Public School Districts
- Guarantee Issue
- Pre-Existing Conditions Covered

11

ICHRA

- Individual Coverage Health Reimbursement Account
- Districts May Pay All Or A Portion Of The Cost Of Individual Health Insurance Policies
- Employees May Choose Any Carrier Of Choice
- Employees May Choose A Plan Of Benefits That Best Suits Their Needs
- Coverage Is Portable
- Guarantee Issue
- Pre-Existing Conditions Covered

Considerations

- Staying With TRS ActiveCare Takes
 The District Out The Health
 Insurance Business
- Opting Out Of TRS ActiveCare Puts The District Into The Health Insurance Business
- If Opting Out, Does The District Have The Expertise, Discipline And Commitment Needed To Achieve Expectations & Goals?

13

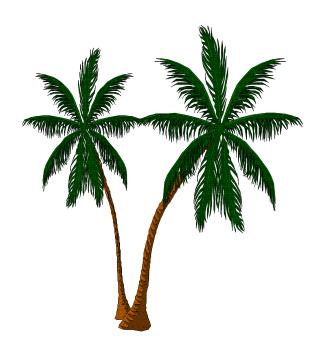
Questions





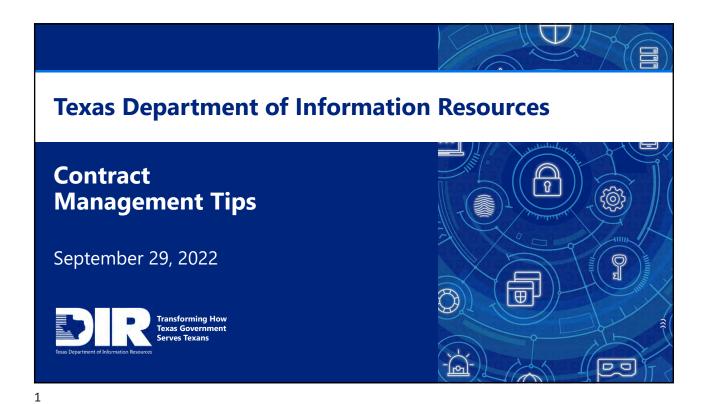
TIMELINE 2022

DEVELOPING A CONTRACT AND HOW TO MANAGE IT



SPEAKER:

Tom Hay



Introduction of Speaker



Tom Hay
Outreach & Training
Coordinator/CAM I
CTCD/CTCM
tom.hay@dir.texas.gov

- 13 years with the State of Texas.
- Joined DIR in September 2011 from TRS.
- Responsible for Outreach & Training to vendors and customers.
- Worked in DIR's Contract Services and managed DIR Cooperative contracts and Shared Technology Services contracts.

Transforming How Texas Government Serves Texans | #DIRISIT



Procurement Process Checklist

- ✓ Identify need
- ✓ Determine budget
- ✓ Determine procurement method
- ✓ Follow PCMG steps for method
- ✓ Evaluate
- ✓ Negotiate
- ✓ Award
- √ Issue purchase order
- ✓ Onboarding





How long will it take?

Length of procurement depends on the method:

- RFQ/IFBs can be done in approximately 1 month
- SOWs average between 3 and 6 months
- RFOs can take up to 2 years depending on complexity and need for market research, market engagement and complex negotiations

Other impacts that slow things down:

- Unplanned projects
- Lack of stakeholder engagement
- Required external approvals/required internal approvals
- "Keeping options open"



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Monitoring Performance and Vendor Management



Contract Management responsibilities include:

- Risk Assessments
- Post Award Kickoff & Orientations
- Monitor and Document Performance
- Manage Change Control
- Manage Disputes & Dispute Resolution
- Complete contract close-out, to include VPTS (Vendor Performance Tracking System)



7

Monitoring Performance and Vendor Management



RISK MANAGEMENT

- Planning, Risk Assessment & Analysis Tools
- Perform Risk Analysis for all contract types
- Review general risk factors
- Identify contracts requiring routine or enhanced contract monitoring



Monitoring Performance and Vendor Management



POST-AWARD VENDOR ORIENTATIONS & KICKOFFS

- Perform Vendor Orientations & Contract Kickoffs
- Discuss contract content and requirements, including reporting
- Complete Vendor On-boarding that adhere to HR Policies and Security requirements and standards with regards to background checks, badges, access to systems, equipment and cybersecurity training

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c

Monitoring Performance and Vendor Management



MONITOR & DOCUMENT PERFORMANCE

- Ensure Vendor is performing contractual obligations
- Utilize Key Performance Indicators
- Awareness or visibility for documenting and addressing any developing problems or issues
- Ensure Vendor Performance is monitored periodically
- Vendor reference requests should follow protocol



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Monitoring Performance and Vendor Management



MANAGE CHANGE CONTROL

- A change may be due to modifications to scope, budget, term or other requirements
- Documenting the contract change requires a formal process
- Changes are allowable under specific contract terms and scope
- Changes must be agreed to in writing by both parties



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Monitoring Performance and Vendor Management



MANAGE DISPUTES & RESOLUTION

- It is imperative to notify the contracts team and/or vendor promptly with any potential issues or disputes
- Identify problems, research facts, evaluate and provide options for consideration
- Varying levels for issues and escalations (informal to formal processes)
- Identify deficiencies and develop Corrective Action Plans for resolution



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Monitoring Performance and Vendor Management COMPLETE CONTRACT CLOSEOUT Confirm all services have been delivered and accepted by your entity Administrative actions have been completed Complete Vendor Performance Reporting to Comptroller's office

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IT Contract Management

The purchasing agency is responsible for managing all aspects of their contract when using DIR coop contracts.

- ✓ Vendor compliance with requirements
- ✓ Review schedules and milestones
- ✓ Reporting vendor performance on the VPTS
- ✓ Ensuring vendor staff are trained and have taken the required cybersecurity training



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IT Contract Management Tips

After award, the focus turns to managing to the outcomes in accordance with:

- ✓ Defined scope
- ✓ Defined acceptance criteria at an agreed to price
- ✓ Specified milestones
- ✓ For Agile, agency stakeholders will be part of the sprint planning process, user testing, and user acceptance



IT Contract Management – Kick Off

A Kickoff Meeting is to ensure common understanding with regards to:

- ✓ Goals and the expected results of the project
- ✓ Performance requirements
- ✓ Defining the team: Roles and responsibilities of all parties
- ✓ Clarify escalation processes
- ✓ Review the schedule



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IT Contract Management – Deliverables

Deliverable Reviews

- ✓ Status Reports
- ✓ Disaster Recovery Plans
- ✓ Test Results or documentation like UAT (User Acceptance Testing)
- ✓ Accessibility testing is completed and results documented. This may include completing any waiver that may be required
- ✓ Acceptance Criteria and monitoring for compliance (Don't just check the box, read the deliverable and know what is required)



IT Contract Management – Risks

Risk

- √ Identify areas of risk
- ✓ Identify outstanding items
- ✓ Know the difference between a Risk and an Issue
 - Risk is something that could happen
 - Issue is a Risk that has happened
- ✓ Have a mitigation plan for each identified risk
- ✓ Communicate with stakeholder's the status of risks



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IT Contract Management – Quality

Quality

- ✓ Measure against the Acceptance Criteria
- √ Identify items not in compliance
- ✓ Do not accept items that don't meet the requirements and the quality expected



IT Contract Management – Budget

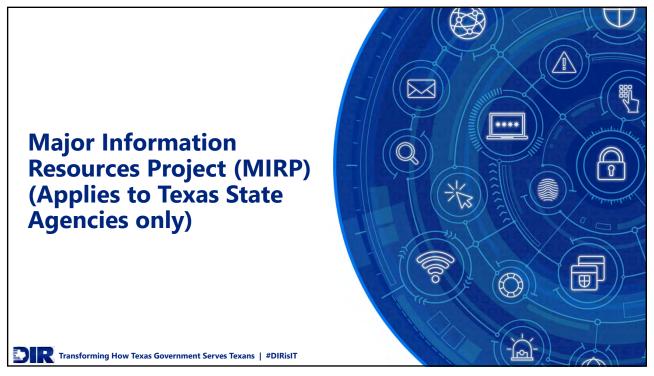
Budget

- ✓ Tracking deliverables to milestones for payment points
- ✓ Reviewing invoices for correctness
- ✓ Know what you are paying for and ensure you are getting it
- ✓ Know when a POCN is needed

Is this contract part of a Major Information Resources Project (MIRP)?



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Major Information Resources Project (MIRP) cont.

Contract value expected to exceed \$10 million

- 1. "Information resources," "Information resources technologies," and "Major information resources project" have the meanings provided by §2054.003, Government Code.
- 2. "Quality Assurance Team" and "QAT" means the quality assurance team established under §2054.158, Government Code.
- 3. "Phases" of the development of a MIRP include planning, systems analysis and requirements, systems design, development, integration and testing, implementation, and operations and maintenance.



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Major Information Resources Project (MIRP) cont.

New Contracts

- Prior to start of vendor negotiations, state agency shall submit to QAT draft copy of contract containing proposed terms
- Upon conclusion of vendor negotiations, state agency shall submit final negotiated copy of contract to OAT for review

Amendments

 Prior to amending contract by 10% or more of total contract value or schedule, state agency shall first notify QAT. (Note: Agency must also notify Governor, Lieutenant Governor, Speaker of the House, Senate Finance Committee, and House Appropriations Committee)



Major Information Resources Project (MIRP) cont.

For more information about MIRPS you can go to DIR's website at:

https://dir.texas.gov/project-delivery-framework?id=16



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Tips to Manage ITSAC (Staffing) – Tracking Time

- Keep track of time sheets for each contractor
- Make sure the number of hours you approve each time period matches the vendor's invoice
- Make sure the vendor is only invoicing for the hourly rate.
 - There is no time-and-half or double time allowed to be billed under the DIR ITSAC program. All hours worked over 40 are to be billed at the original negotiated hourly rate.



More Tips To Remember for DIR ITSAC Contracts

When using ITSAC (staffing contracts) be sure to put the following information on your purchase order when hiring a contractor:

- Vendor contract number
- Title
- Level
- Technology type
- Keep apprised of the term the contractor is scheduled to work that was on the purchase order
- Keep in touch with your vendor for renewals
 - Reach out to the vendor at least 30 days prior to the contractor's hours expiring
 - Track Contractor's time sheet and verify for payment



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Threshold Requirements – Applies to Texas State Agencies only Effective February 10, 2022 - Total Contract Value

Up to \$50,000	May directly award contract to DIR Cooperative Contracts vendor(s) or reseller(s)
Over \$50,000 but not exceeding \$1 million	Must submit request for pricing to at least three (3) DIR vendors or resellers in the applicable category
Over \$1 million but not exceeding \$5 million	Must submit request for pricing to at least six (6) DIR vendors or resellers in the applicable category
Over \$5 million but not exceeding \$10 million	Texas State Agencies have the option of utilizing DIR's Cooperative Contracts for I.T. products and services procurements. Must submit request for pricing to at least six (6) vendors or resellers in the applicable category
Exceeds \$10 million	May not enter into a contract through the DIR cooperative contracts program to purchase a commodity item

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CTCD and CTCM Certification Renewal and BTP

Certified in 2018 or after

- Required to have 24 CEH or 36 CEH for dual certification of SPD sponsored continuing education
- Hours must include Ethics training
- SPD will allow 1 CEH or 2 CEH for dual certification for elective credit, this must be procurement related



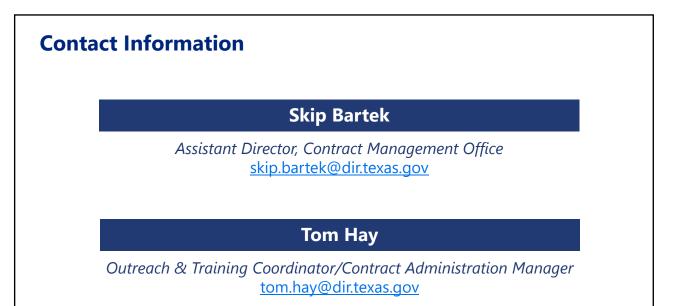
Negotiations Training

- Sec. 656.050. TRAINING IN CONTRACT NEGOTIATION FOR PURCHASES OF INFORMATION RESOURCES TECHNOLOGIES.
- The department shall make the training available to state agency personnel
 who are directly or indirectly involved in contract negotiations, such as senior or
 operational management, purchasers, users of the purchased technologies, and
 personnel with relevant technical, legal, or financial knowledge. State agency
 personnel directly involved in contract negotiations for the purchase of
 information resources technologies shall complete the training developed by
 the department.
- https://statutes.capitol.texas.gov/Docs/GV/htm/GV.656.htm



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Thank You

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TIMELINE 2022

BEWARE OF VENDOR FORMS AND ELECTRONIC CONTRACTS. HIDDEN PITFALLS THAT CAN HAUNT YOU LATER



SPEAKER:

Mike Saldana

BEWARE OF VENDOR FORM AND ELECTRONIC CONTRACTS. HIDDEN PITFALLS THAT CAN LATER HAUNT YOU

Presented by: Miguel A. Saldaña *Attorney*



COVERING THE BASICS

WHAT MAKES A CONTRACT?

- ☐ OFFER MADE AND ACCEPTED
 - o WRITING REQUIRED?
- BARGAINED FOR EXCHANGE
 - o GIFT OF PUBLIC FUNDS NO DONATIONS (EVEN FOR A GOOD CAUSE!)
- BY COMPETENT PARTIES





DOCUMENTING THE PARTIES' INTENT

- ☐ DOES THE CONTRACT HAVE ANY OF THESE ?
 - o ATTACHMENTS (INCLUDING ELECTRONIC)
 - o EXHIBITS
 - o Addendums
 - o WAIVERS
 - o LIMITATIONS
 - o DISCLAIMERS







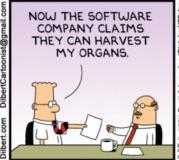
- Check the Back of the Pages
- Check Links and Print
- Rogue Terms and Conditions
- "Incorporated by Reference"



DOCUMENTING THE PARTIES' INTENT

- □ SPECIFICATIONS (KIND OF GOODS/SERVICES)
- EXPECTATIONS (SERVICE)
- ☐ COMPLETION
- ☐ TERMINATION/DEFAULT
 - o Convenience
 - o NON-APPROPRIATION
 - o COOPERATION
 - o Cure Period









RISK ALLOCATION AND REMEDIES

☐ CHOICE OF LAW AND VENUE

Law

- Your Contract
- Your Law

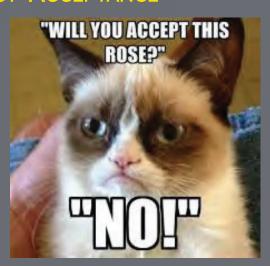
Venue

- Your Venue
- Your Voters



RISK ALLOCATION AND REMEDIES

- ☐ DON'T ACCEPT GOODS WITHOUT INSPECTION AND SATISFACTION
- No Pre-signature On Certificates Of Acceptance
- ☐ ACCEPTANCE ONLY BY SIGNATURE OF AUTHORIZED PERSON





RISK ALLOCATION AND REMEDIES

THIS MAN IS WHY YOU NEED TO ADDRESS INSURANCE COVERAGE!

- REQUIRE ADEQUATE INSURANCE LIMITS/DEDUCTIBLES
 - o Primary Coverage
 - o Gov't Entity as Additional Insured (GL & Auto)
- REQUIRE ADEQUATE PROOF OF INSURANCE
 - o Policies vs. Certificates of Insurance
- ☐ MANDATE QUALITY OF INSURER
 - o Texas Licensed Company
- REQUIRE NOTICE OF CHANGE OR CANCELLATION
- ☐ INCLUDE WAIVER OF SUBROGATION





RISK ALLOCATION AND REMEDIES

- □ PUBLIC ENTITIES MAY NOT INDEMNIFY
 - o GIFT OF PUBLIC FUNDS
 - UNLIQUIDATED DEBT
- ☐ CONDITION OR STRIKE INDEMNITY PROVISIONS
- □ INDEMNITY
 - O WHAT IS IT?
 - o Who provides it?
 - O WHY IS IT IMPORTANT?





RISK ALLOCATION AND REMEDIES

■ Address Governmental Immunity

- o Local Government Code Chapter 271, Waives Sovereign Immunity To Suit For Breach Of Contract.
- o Include A Provision Confirming District's Non-waiver Of Other Immunities (Not Associated With Breach Of The Contract).

■ LEGAL FEES PROVISIONS

o Local Gov't Code allows an award of "reasonable and necessary attorney's fees that are equitable and just".

ARBITRATION

NEGOTIATION

FACILITATION

MEDIATION)



PROTECTION THROUGH PROVISIONS

□ DISPUTE RESOLUTION

- o Avoid Binding Arbitration
- o AVOID WAIVING RIGHT TO JURY TRIAL
- o ENCOURAGE MEDIATION

DAMAGES

- o Be Aware of Liability Limitation And Caps
- o Limit The Contractor Consequential Damages
- o Avoid Waivers of Consequential Damages By District
- o Liquidated Damages Important With Critical Deadlines



PROTECTION THROUGH PROVISIONS







- REMOVE PROVISIONS ALTERING THE STATUTE OF LIMITATIONS
- AVOID DISCLAIMERS OF WARRANTY
- Include Clear Language Defining The Relationship
- CONSIDER A NON-ASSIGNMENT/NON-DELEGATION CLAUSE



PROTECTION THROUGH PROVISIONS

- Public Entities Cannot Guarantee Confidentiality
 - o ALL AGREEMENTS ARE PUBLIC INFORMATION SUBJECT TO THE TEXAS PUBLIC INFORMATION ACT UNLESS A SPECIFIC EXCEPTION APPLIES
- Include Disclosure And Notice Of The

Public Information Act
In Procurement Documents





BASIC CONTRACTS CHECKLIST **Purchasing Procedures Followed?** Have the applicable procurement laws, as well as district Regulations policies and procedures been followed? Was a form of Agreement or contract terms and conditions included in the procurement documents? If so, does the proposed Agreement conform to the procurement requirements? Do I Have The Entire Agreement? Is the Agreement complete (i.e., are all pages accounted for and have all exhibits and attachments been provided)? Parties. Are all references to the parties, including references in (1) the first paragraph of the Agreement, (2) the abbreviations or defined terms referring to the parties, and (3) the signature blocks, accurate, complete and consistent? Effective Date, Term and Termination. Does the Agreement clearly state (1) the beginning or effective date, and (2) the ending or expiration Is there a Certificate of Acceptance or commercial term? Does the agreement create financial obligations for the district outside of the current budget year? If so, is there a multi-year source of funding such as a general revenue bond to fund the obligation or is a non-appropriation clause or a provision providing the district a right to terminate the contract for any reason or no reason? Does the contact clearly set out the "events of default" and time periods allowed for cure?

	Does the contract allow the district sufficient time to cure a default, taking into consideration how often the Board meets?
Cons	sideration/Payment Terms.
	Does the Agreement clearly and accurately state the maximum amount that the district will be obligated to pay under the Agreement?
	Does the Agreement clearly establish place, time and method of payment?
	Does any benefit flow to any entity or individual other than the district?
	If so, is the predominant purpose to benefit the school district as a whole? Is the expenditure appropriate or conducive to conduct of a public school? Are there controls in place to insure that the benefit to the district is accomplished? Will the district receive a return benefit?
	If so, has the Board of Trustees adopted a written resolution making these findings and setting out facts that establish them?
Goo	ds and Services, Duties and Obligations.
	Is a detailed Scope of Work included, which defines what is to be done, the completion date and what constitutes an acceptable result?
	If for a product or non-professional service is there a detailed list of specifications included, providing the criteria for performance design or both, or in the case of goods, quality, quantity and any other details?
	Are all duties and obligations of the district and the other party to the Agreement clearly stated so that all parties know: (1) what the duties and obligation of each party are, (2) how those duties and obligations will be performed?

Repr	esentations, Warranties, Duties and Obligations.
	Has the other party asked the district to represent or warrant anything other than (1) the district's authority to sign the Agreement, or (2) clearly supported and accurate factual information?
	Has another party asked the district to keep information confidential?
	If so, is information that party considers confidential adequately identified?
	Does the contract contain a provision stating that the information may be subject to release under the Texas Public Information Act?
Insur	ance and Indemnity.
	Has the other party asked the district to carry any kind or amount of insurance? If so, verify that the district can provide the coverage and, if not, delete or modify the requirement.
	Has the other party agreed to provide adequate insurance to the district based upon an evaluation of the risks associated with this contract?
	Does the Workers' Compensation Insurance require a waiver of subrogation?
	Are there requirements in the contract for the district to be named as an additional insured?
	Is there a requirement for notification in the event of change or cancellation?
	Is the insurance provider required to be licensed in Texas?
	Is the insurance company reputable? A- or better?
	Does the Agreement require the district to indemnify other parties to the Agreement from claims or liability or hold other parties to the Agreement harmless from claims or liability? If so, it should be deleted or conditioned "as permitted by Texas law"
	Does the Agreement require other parties to the Agreement to indemnify the district from claims or liability or hold the district harmless from claims or liability?

Remedies and Damages. Does the Agreement contain a limitation on or waiver of another party's liability? Does the Agreement contain the dispute resolution (arbitration or mediation) provision? Does the Agreement contain a provision that attempts to change or limit the time period during which the district may file a cause of action or lawsuit against the other party based on a breach of the Agreement? Does the Agreement contain a provision for Liquidated Damages? If so, does the per day amount roughly approximate the damages likely to fall upon the district in the event of delay in completion? Does the Agreement contain a provision waiving Consequential Damages? If so, is the waiver mutual? Miscellaneous. Does the Agreement contain a provision selecting Texas law and local venue? Does the Agreement contain a provision confirming that the district does not waive its governmental immunity?

The information in this Appendix was created by Walsh Gallegos Treviño Russo & Kyle P.C. It is intended to be used for general information only and is not to be considered specific legal advice.

If specific legal advice is sought, consult an attorney.

This Checklist is not exhaustive, and is not tailored for any specific type of contract.

ELECTRONIC PURCHASES MANY PURCHASES TODAY ARE MADE VIA EMAIL AND ELECTRONIC TRANSMISSION THIS IS ESPECIALLY TRUE OF SMALL PURCHASES; DEPENDING ON YOUR LOCAL POLICIES USUALLY FROM APPROVED VENDORS SUCH AS BUY BOARD, INTERLOCAL AGREEMENTS OR CO-OP

BEFORE HITTING SEND, CHECK THE FINE PRINT

- ☐ IT CAN BE ANYWHERE IN THE EMAIL
- USUALLY AROUND THE SIGNATURE BLOCK OR COMPANY LOGO OR SLOGAN "BY MAKING THIS PURCHASE, BUYER AGREES TO ACCEPT THE SELLERS GENERAL TERMS AND CONDITIONS"



GENERALLY THE TERMS AND CONDITIONS ARE NOT READILY AVAILABLE

- MAY BE PART OF CONTRACT BETWEEN VENDOR AND TASB, AN INTERLOCAL OR CO-OP
- AS USUAL, THE TERMS AND CONDITIONS WILL HEAVILY FAVOR THE VENDOR "LOOK BEFORE YOU SEND!!"
- □ CONSULT WITH A SUPERVISOR OR YOUR BUSINESS OFFICE





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TIMELINE 2022

DIR - TECHNOLOGY VENDORS APLENTY ON THE LIST



SPEAKER:

Tom Hay



Purchasing Methods – Information Technology Products and Services

Cooperative Contracts
Information Security
Info

Introduction of Speaker



Tom Hay
Outreach & Training
Coordinator/CAM I
CTCD/CTCM
tom.hay@dir.texas.gov

- 13 years with the State of Texas.
- Joined DIR in September 2011 from TRS.
- Responsible for Outreach & Training to vendors and customers.
- Worked in DIR's Contract Services and managed DIR Cooperative contracts and Shared Technology Services contracts.



Topics We'll Discuss Today

- Statutes for Procurement Methods
- DIR Shared Technology Services
- DIR Cooperative Contracts Process
- Purchasing IT Products and Services
- Purchasing Thresholds State Agencies
- Statements of Work Highlights
- Resources
- Questions and Answers





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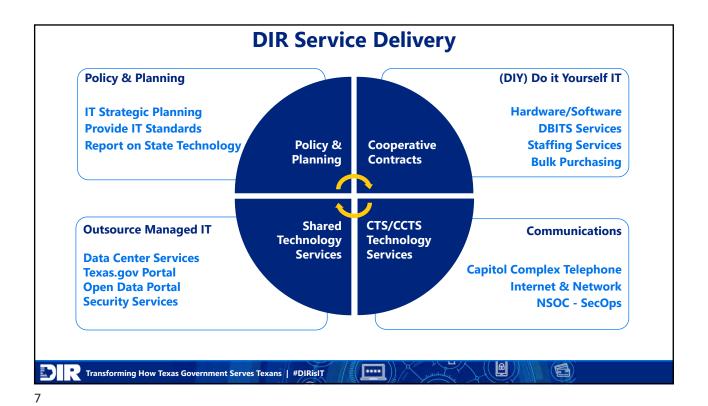
State Approved Purchasing Methods

Things to know about DIR method of procurement:

- The Request for Offer (RFO) method of procurement is mainly used to procure Automated Information System (AIS) and Information Technology (IT) services.
- All DIR contracts are awarded in accordance with statue as set forth by the Texas legislature
- DIR's Cooperative Contracts allows a customer to directly order with the Vendor by issuing a purchase order (PO) with the DIR contract number referenced.
- Follow Texas Government Codes 2157.068 and 2170.

State of Texas Procurement and Contract Management Guide provides additional information on selecting Procurement Methods mandated by the legislature through government code.





Eligible DIR Customers

Texas State Agencies and Institutions of Higher Ed (183)

Local Government (6200+)

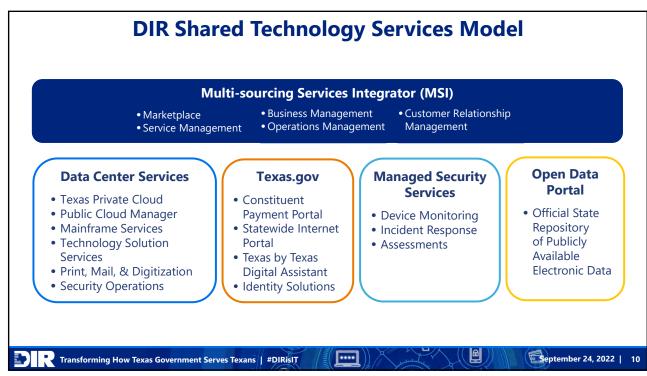
- Cities
- Counties
- Public School Districts
- Municipalities
- Junior College Districts
- Special Purpose Districts

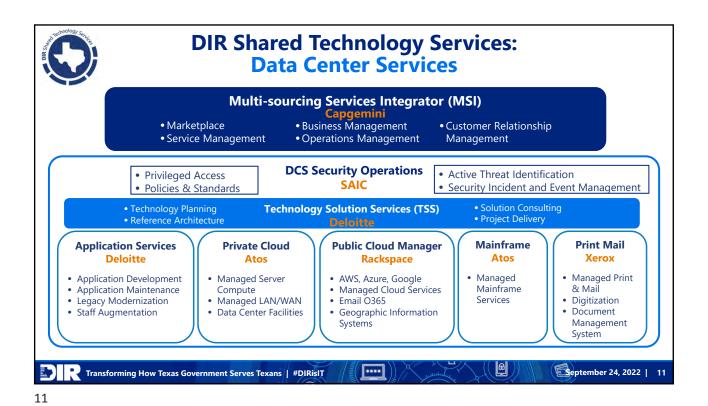
Other Organizations

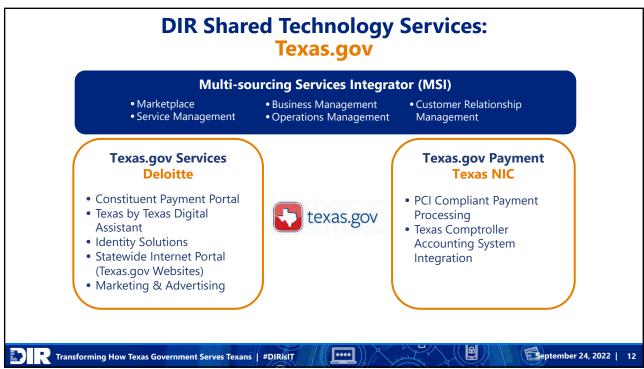
- Assistance Organizations
- Electric Reliability Council of Texas (ERCOT)
- Lower Colorado River Authority (LCRA)
- Private Schools
- Private or Independent Institutions of Higher Education
- Volunteer Fire Department
- Public Safety Entities
- Hospitals
- Public entities outside Texas











DIR Shared Technology Services: Managed Security Services Multi-sourcing Services Integrator (MSI) Marketplace • Business Management Customer Relationship Service Management • Operations Management Management **Security Monitoring & Compliance & Risk Incident Response Device Management** T&TA **AT&T** AT&T • Incident Response and Controlled Penetration • End Point Device Management Resolution **Testing** • Intrusion Detection/Prevention Digital Forensics Vulnerability Assessments • Malware Detection/Prevention • Response Preparedness • Security Risk Assessments Web Application Managed Firewalls Security Operations Centers **Vulnerability Scanning** September 24, 2022 | 13 Transforming How Texas Government Serves Texans | #DIRisIT



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Links to Shared Technology Services YouTube Videos:

Shared Technology Services Overview:

https://www.youtube.com/watch?v=b7Vp6yORIeY

Texas by Texas:

https://www.youtube.com/watch?v=IOTfauf3pvY

Technology Solution Services:

https://www.youtube.com/watch?v=hYQ_M7cS6FQ

Cloud Services:

https://www.youtube.com/watch?v=WJrokmuXxYc

Print, Mail and Digitization:

https://www.youtube.com/watch?v=mu_FPIMuJC0

Texas Open Data Portal:

https://www.youtube.com/watch?v=OdZXI87VBn4

Texas.gov:

https://www.youtube.com/watch?v=JyUGvihJVAc

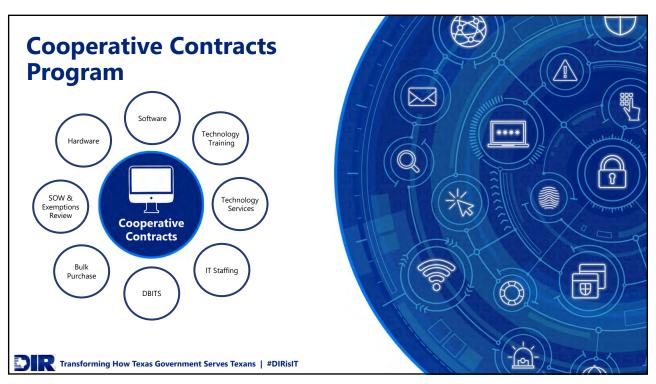
Managed Security Services:

https://www.youtube.com/watch?v=OftnF4LZt70

Link to the DIR YouTube Channel: https://www.youtube.com/c/TexasDIR/videos

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Cooperative Contracts Benefits



Create Savings

- Leverage the state's buying power to lower prices
- Contain best value
- Bulk Purchase Initiative



Streamlines Purchasing Process

- Reduces purchasing and contract cycle time
- Reduces duplicate efforts
- Access to Historically Underutilized Businesses



Benefits for Vendors

- Simplifies sales process for vendors
- Access to public entities
- Approximately \$2.77 Billion in sales per year



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DIR Cooperative Contracts FY21 FY21 Sales by Channel in Millions **Assistance Orgs,** FY21 = \$2.777B\$6.0, 0.2% Higher Ed, \$409M Savings Out of State, \$75.0, 2.7% State Agencies, \$646.0, 23.3% K-12, \$920.5, 33.1% *Of the \$2.777B, approximately 34% was spent with HUB vendors. Transforming How Texas Government Serves Texans | #DIRisIT

Cooperative Contracts Products

- Computers
- Software
- Networking Equipment
- Printers & Copiers
- Surveillance Cameras
- Data Storage
- Digital Photography
- Accessibility Products
- Projectors
- Security Products

- Videoconferencing Equipment
- Classroom Interactive **Products**
- Body Cameras
- Drones
- Disaster Recovery **Products**
- IT Land Based Survey **Products**
- GIS Products





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Cooperative Contracts Services

- IT Staffing Services
- Technology Based Training
- End-User IT Outsourcing (Seat Management)
- Managed Document Output
- Deliverables Based IT Services (DBITS)
- Cyber Security Services
- Comprehensive Web Development
- Cloud Managed Services
- Cabling Services

- GIS Mapping Services
- Break/Fix Services
- Telecommunications Products and Related Services:
 - Network and Communications
 - Video Conferencing
 - Web Conferencing
 - Interpreter Services over the phone and video





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IT Staffing

Information Technology Staffing Augmentation Contracts (ITSAC) provide for temporary IT Staffing services

- Internships
- Applications/Software Development
- Data/Database
 Administration
- Web Development
- Quality Assurance (QA) and Testing
- Networking/ Telecommunications
- Security
- Project Management
- Technical Services, Help Desk and Operations
- IT Services Management (ITSM) Operations
- IT Marketing
- IT Contracting and Procurement



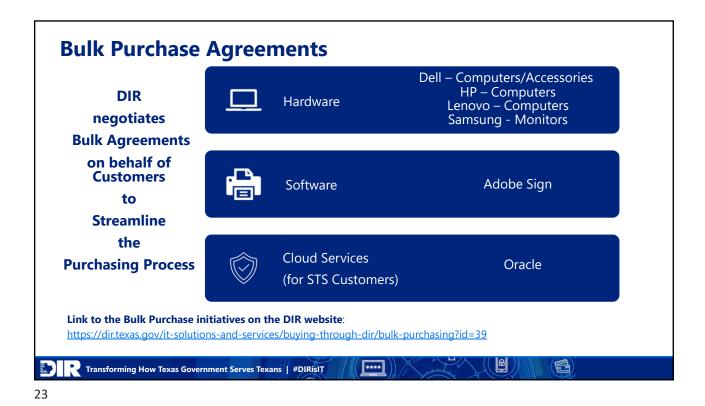
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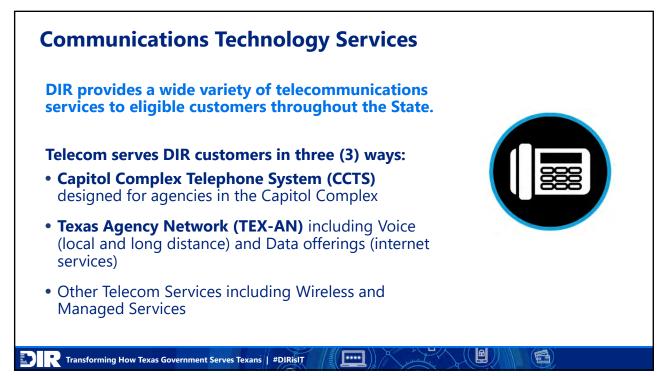
Deliverables Based IT Services (DBITS)

DBITS contracts provide deliverables-based, outsourced systems integration or application development projects

- Application Development, Maintenance, and Support, Technology Upgrade, Migration and Transformation; and Enterprise Resource Planning (ERP)
- Business Intelligence (BI), Data Management, Analytics, and Automation, including Data Warehousing
- IT Assessments, Planning, Independent Verification and Validation (IV&V), and IT Procurement Assistance
- Project and Program Management







Telecommunication Services

Other Telecom Services

Wireless Services

- Mobile satellite solutions;
- Wireless equipment (cellphones, smartphones, accessories, wireless air cards, etc.); and
- Wireless voice and data services.

Conferencing Services *

- Audio Conferencing;
- Video Conferencing;
- Web Conferencing; and,
- Webcasting.
- * These services are offered as part of an overall telecom solution. Standalone conferencing services are made available through DIR's Cooperative Contracts.

Managed Services:

- Management of callprocessing architecture;
- Call Center or Contact Center Services;
- IVR/Auto-Attendant;
- Phone Systems
 Management (PBX, key system, etc.) or Integration;
- Network Optimization; and
- Management of Voice and/or Data Networks.



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Cooperative Contract Documents Transforming How Texas Government Serves Texans | #DIRisIT

Cooperative Contract Documents

Common Elements

- Contract Document
- Appendix A Standard Terms and Conditions
- Appendix B HUB Subcontracting Plan
- Appendix C Pricing Index or Statement of Work template

Additional Appendices (as needed) Examples

- Appendix D Service Agreement
- Appendix E Master Operating Lease Agreement
- Appendix F Statement of Work

Amendments

Request for Offer

Contract Documents

Contract documents include all essential contract documents for your procurement file.

POF 074 KBI
DIR-TSO-4052 Contract
Dist posted 11/01/2017

POF (034 KBI)
DIR-TSO-4052 Appendix A Standard Terms and Conditions (per Amendment 2)
Deterowine 12/02/2019

DIR-TSO-4052 Appendix B HUB Subcontracting Form (approved on -19-18)
Dist posted 07/05/2018

POF (04 KBI)
DIR-TSO-4052 Appendix C Pricing Index (per Amendment 2)
Date posted 07/05/2018

POF (04 KBI)
DIR-TSO-4052 Appendix C Pricing Index (per Amendment 2)
Date posted 08/17/2011

POF (04 KBI)
DIR-TSO-4052 Amendment 1
Date posted 08/17/2011

POF (04 KBI)
DIR-TSO-4052 Amendment 1
Date posted 08/17/2011

Use the <u>contract page</u> as your resource to download all contract documents.

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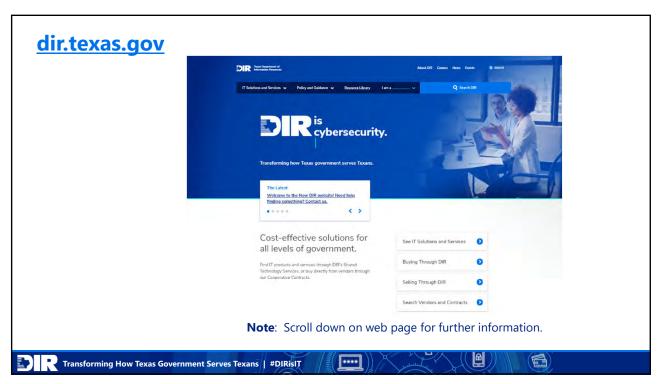
DIR Cooperative Contracts

Term of your Engagement

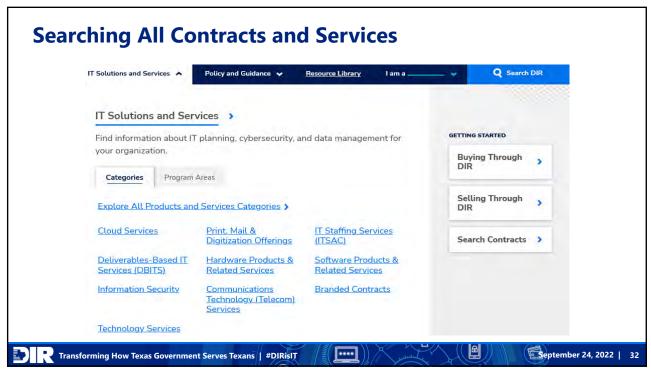
- ✓ Customers purchase order/agreement survives DIR Contract, as long as it was issued before the DIR Contract Expires.
- ✓ Be aware of any areas where Vendor seeks to vary from DIR terms; can always enhance Customer's terms but not diminish or conflict with DIR contract terms.
- ✓ DIR contract terms generally have priority over almost all vendor documents (note exception for third party license agreements).

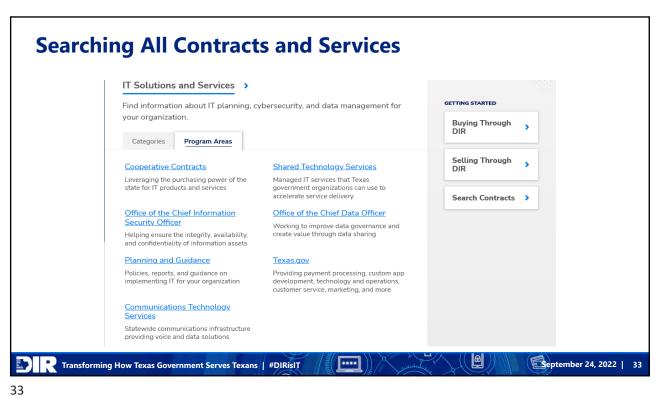


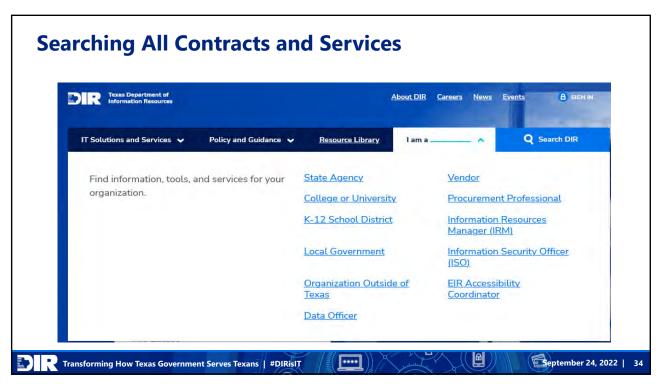


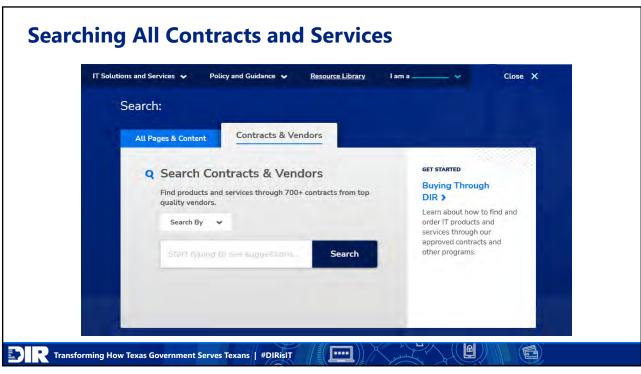


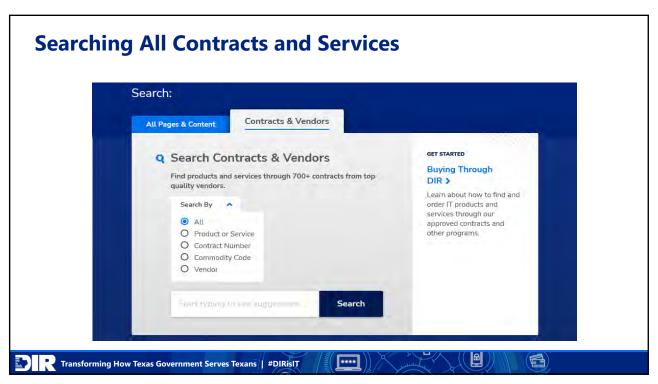


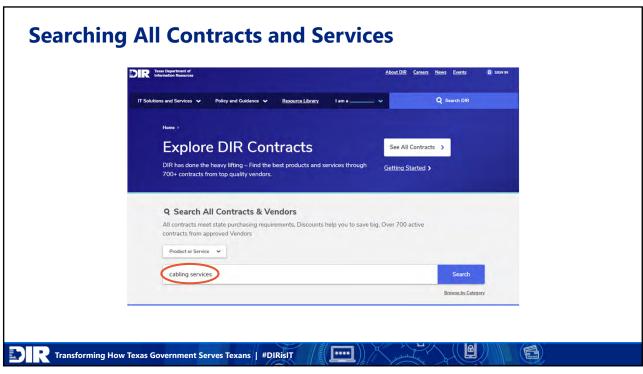


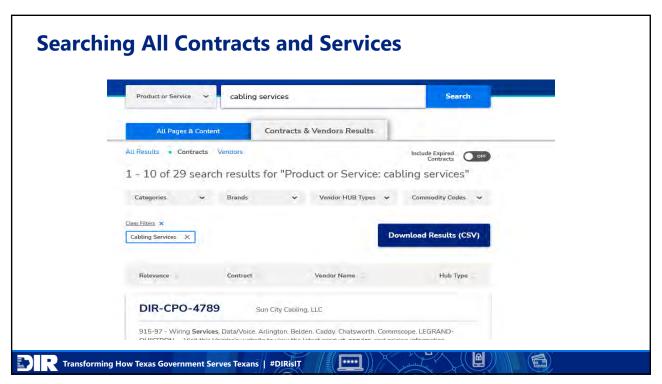








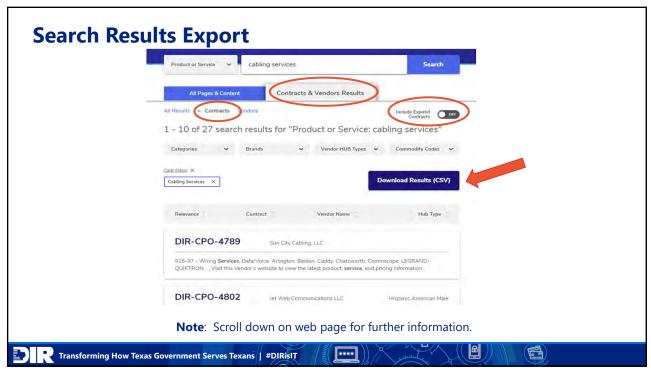


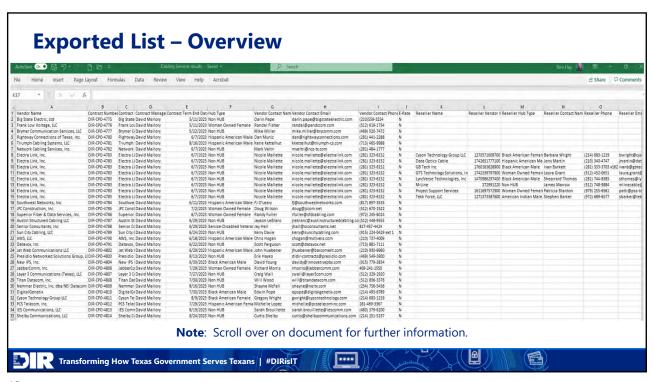


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Catt	egories.				
☐ Ac	cess and Access Circuits		Accessibility IT		Apple Branded Products
□ Ap	plication Development	and	Application Maintenance		Audio Conferencing Services
☐ Br	eak/Fix Services		Business Intelligence/Data		Cable Modem Services
☐ Ca	bling Services		Calculators		Catalog
☐ Cla	assroom Interactive		Cloud Broker Services		Cloud Infrastructure as a
Produc	rts			Ser	vice
☐ Cla	oud Miscellaneous as a		Cloud Platform as a Service		Components
	mprehensive Web		Computer Operations vices		Computer Peripherals
	mputer, Thin Clients, and		Computers		Computers - Desktop
☐ Co	mputers - Laptops		Computers - Portable		Computers - Servers
☐ Co	mputers - Tablets		Content Management		Copiers
D	ow Texas Government Serves Texar	-//	*DIDE-IT	7	

Duanda		×
Brands:		^
☐ 3M	☐ ADC	ADRF
☐ AFL	☐ AFL Airblown Fiber	☐ Alcatel-Lucent
Allenet	☐ AMP - Tyco Electronics	☐ Amphenol Rf
Andrew	☐ Anritsu	☐ APC
☐ Arlington	☐ Aruba	☐ B-Line
Belden	☐ Berk-Tek	☐ Berktek
Burndy	☐ Cablo	☐ Cablofil
☐ Caddy	☐ Carlon	☐ CelFi
Chatsworth	☐ Chatsworth Products	☐ Circa
Commscope	☐ Commscope Systimax	☐ Commscope Uniprise
Conduit	Coomba	☐ Cooper B-Line
☐ Copper Junction box	☐ Corner Products	Corning
☐ CPI	☐ Creston	☐ Damac
☐ DASAN	☐ Draka	□ Dynacom









DIR Exemptions

An exemption request is utilized when a *state agency* wants to procure an IT item through an avenue outside of a DIR contract or service.

- Cooperative Contracts Blanket Exemptions
- Cooperative Contracts One-time Exemptions
- Cooperative Contracts Certification for Purchase through Local Cooperatives

Although an agency may be exempt from using the Cooperative Contracts program, it may need to consider requesting other DIR exemptions.

- Data Center Services Exemption
- Telecom Exemption
- Texas.gov Exemption



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Effective February 10, 2022 - Total Contract Value	
Up to \$50,000	May directly award contract to DIR Cooperative Contracts vendor(s) or reseller(s)
Over \$50,000 but not exceeding \$1 million	Must submit request for pricing to at least three (3) DIR vendors or resellers in the applicable category
Over \$1 million but not exceeding \$5 million	Must submit request for pricing to at least six (6) DIR vendors or resellers in the applicable category
Over \$5 million but not exceeding \$10 million	Texas State Agencies have the option of utilizing DIR's Cooperative Contracts for I.T. products and services procurements. Must submit request for pricing to at least six (6) vendors or resellers in the applicable category
Exceeds \$10 million	May not enter into a contract through the DIR cooperative contracts program to purchase a commodity item

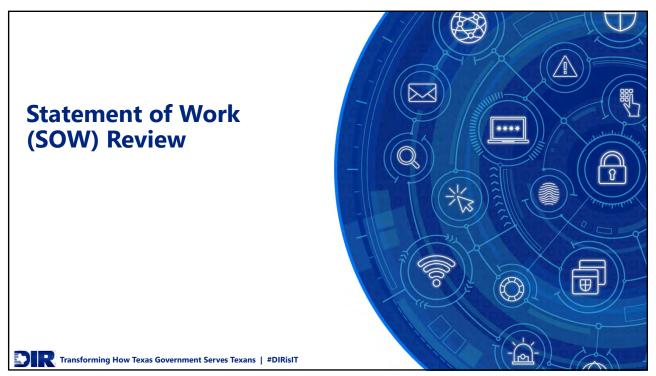
Customer Exceptions

Threshold requirements and SOW reviews do not apply to:

- Institutions of higher education
- K-12
- Local governments
- Assistance organizations
- Out-of-state customers



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Cooperative Contracts SOW's

Statement of Work Contracts

Services Requiring a SOW include but are not limited to:

- Deliverables-Based Information Technology Services (DBITS)
- End-User IT Outsourcing Services
- IT Security Services
- Cloud Services (when a SOW is executed)
- Comprehensive Web Development
- Document Imaging and Enterprise Content Management (ECM)
- Complex services such as software or hardware customizations, integration, or overall project solutions

These services contracts work from a statement of work, rather than an itemized pricing list. These are project-based contracts, rather than product-based. NOTE: Under TAC 212, state agencies are required to submit SOW's to DIR for approval prior to solicitation and prior to contract award for SOWs over \$50,000. Does not apply to other DIR customers.





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DIR SOW Templates

DIR has SOW templates for agency use for waterfall and Agile methodologies of project management.

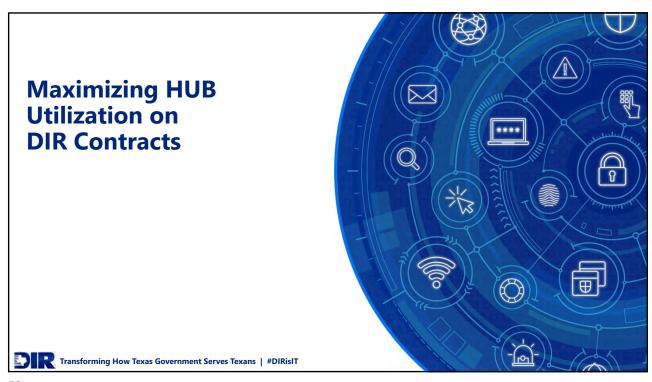
Appendix C STATEMENT OF WORK (SOW) (Agile)

> **Project Name Technology Category**

> > **Agency Name**

Date





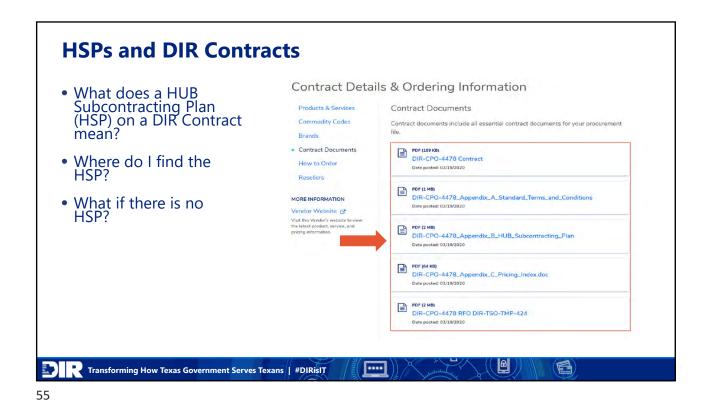
HUB Requirements

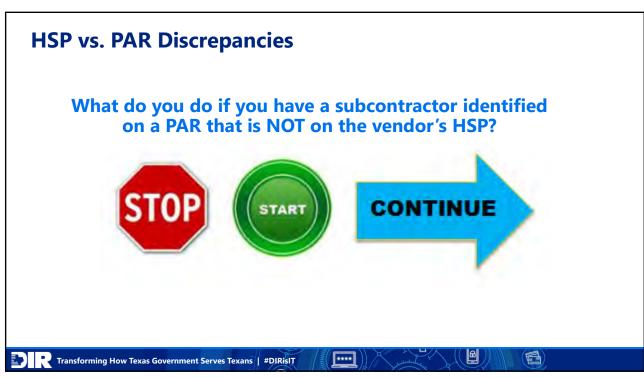
HUB Subcontracting Plan (HSP)

- Ensure you have a copy of the most current HSP in your procurement file
- Seek Clarification on HSP (what subcontractors will the vendor use on their HSP, \$ amounts and percentages)
- Progress Assessment Reports (PAR) Vendors are required to submit a monthly PAR
- Make sure HUB Coordinator receives a copy of the PAR
- Any subcontractors NOT on the HSP will need to be added before they can be used
- Contracts have a HUB Goal. Other Services 26% or Commodities 21.1%

Contact DIR HUB Office for assistance dir.hub@dir.texas.gov









Cybersecurity Training

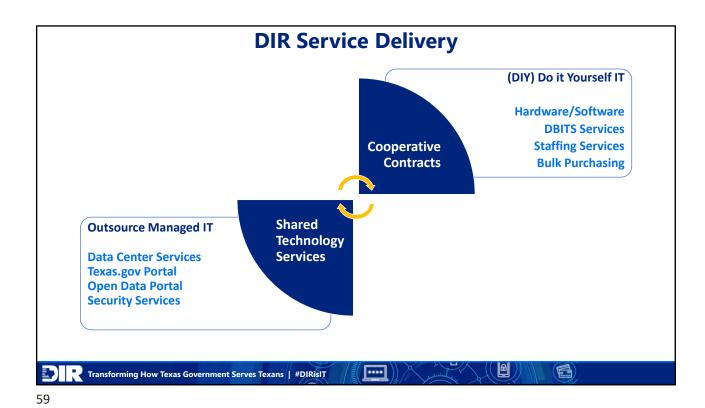


<u>Texas Government Code Section 2054.519 State</u> <u>Certified Cybersecurity Training Programs</u> requires DIR in consultation with Texas Cybersecurity Council:

- to certify **at least five** cybersecurity training programs
- for state and local employees, institutions of higher education, school districts and state contractors
- Affects contracts awarded or renewed (as of June 14, 2019)
- Contractors that access state computer systems or databases must complete a certified training program

More information on cybersecurity training and reporting requirements for all entities is available at: https://dir.texas.gov/information-security/statewide-cybersecurity-awareness-training?id=154





DIR contracts are awarded in accordance with statue as set forth by the Texas legislature.

Cooperative Contracts

No agreements needed for in-state DIR customers

Customers order directly from Vendors

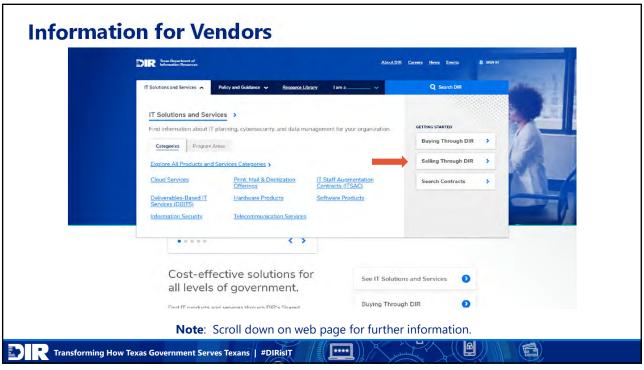
Customers manage their own contracts

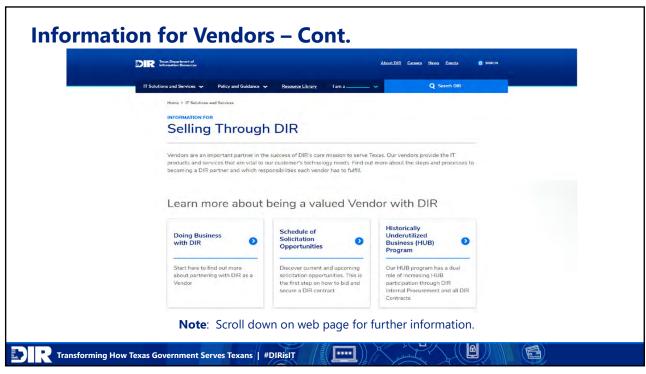
Shared Technology Services

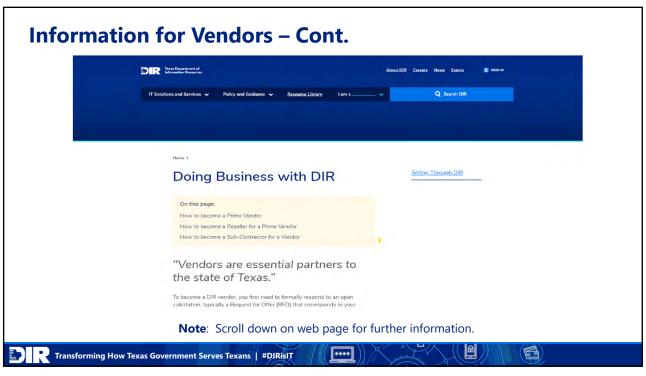
Agreements required for Shared Technology Services

Customers place orders via DIR Ordering System Portal









Schedule of Solicitation Opportunities

Posted on DIR's website under Selling Through DIR

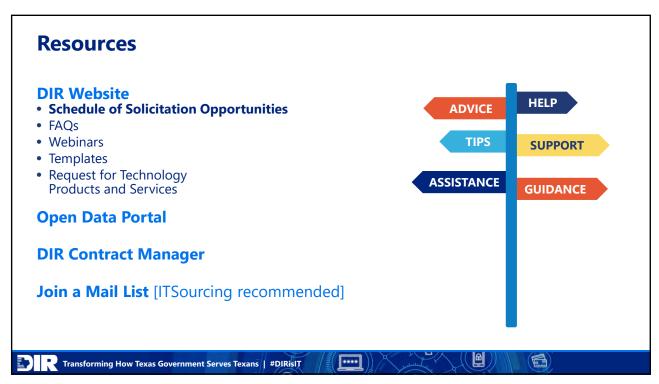
https://dir.texas.gov/it-solutions-and-services/selling-through-dir/schedule-of-solicitation-opportunities

- Lists initiatives by procurement stage
 - Planning
 - Pre-Solicitation Notices/Requests For Information
 - RFO Postings/Electronic State Business Daily (ESBD)
 - Evaluation
 - Negotiation

Each initiative has a brief description, expected phase completion date, and contact information.



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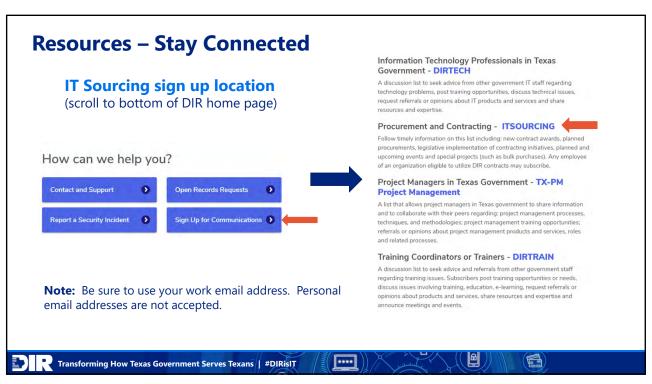
Resources – Stay Connected

IT Sourcing Digest - Sign up on DIR website

Follow timely information on this list including new contract awards, planned procurements, legislative implementation of contracting initiatives, planned and upcoming events and special projects.



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TX-RAMP Certification

- Texas Senate Bill 475 defined a need for a Texas Risk and Authorization Management Program
 (TX-RAMP) to ensure that cloud services are secured for Texas Government services state
 agencies, institutions of higher education, and public junior colleges.
- The TX-RAMP program manual has been published and is available here on the DIR website. Also on this link you can view a webinar for state agencies and institutions of higher education that was held on November 16, 2021, discussing the TX-RAMP program.
- Effective date of "go-live" was January 1, 2022.
- The associated <u>TAC 202.27</u> and <u>TAC 202.77</u> are posted.
- Refer to the DIR website and to other DIR publication avenues for further information about guidelines and requirements.
- TX-RAMP policy is based on the Federal RAMP guidelines. Learn more here.
- Contact information/questions <u>TX-RAMP@dir.texas.gov</u>

Reference Texas Procurement and Contract Management Guide, Appendix 24, Texas Required Contract Clause for TX-RAMP requirements.



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TIMELINE 2022

PURCHASING CODE AND POLICIES: LEARN TO TRAIN YOUR SCHOOL BOARD ON THE PRCUREMENT PROCESS



SPEAKER:

Rosario Pena

Importance of Training your School Board on the Procurement Process



Rosario Peña, RTSBA
Purchasing Director
Brownsville Independent School District

TIMELINE 2022

fppt.com

Class Objectives

After today you will be able to.....

- Learn how to identify your School Board Effective vs. Ineffective
- ❖ What is the role of the Procurement Officer
- How to achieve success in your role
- Importance of training your School Board on the Procurement Process
- Training techniques and appropriate training times



Knowing your School Board

Definition

School Board

A local board or authority responsible for the provision and maintenance of schools.

Google

Knowing your School Board

What is a School Board's most important responsibility?

- Employing the Superintendent
- Developing and adopting policies, curriculum, and the budget
- Overseeing facilities issues
- Adopting collective bargaining agreements

Knowing your School Board

Signs of an Effective School Board Member

- Commit to a vision of high expectations for student achievement
- Have strong shared beliefs and values about students' ability to learn and of the system and its ability to teach all children at high levels
- Are accountability driven
- Have a collaborative relationship with staff and the community
- Are data-savvy
- Align and sustain resources to meet district goals
- Lead as a united team with the Superintendent
- Take part in team development and training

National Association of School Boards

fppt.com

Knowing your School Board

What is a Politician?

A person experienced in the art or science of government especially one actively engaged in conducting the business of government

VS

A person engaged in party politics as a profession or a person primarily interested in political office for selfish or other usually short-sighted reasons

Merriam-Webster

Knowing your School Board

Signs of an Ineffective School Board Member

The school board member ...

- continually focuses on one issue or talks aimlessly at meetings
- doesn't conduct him or herself in a respectful, collaborative manner in public
- comes to meetings unprepared
- "rubber stamps" all the Superintendent's proposals without asking hard questions
- micromanages rather than focusing attention on district-wide policies
- uses his position on the school board as an opportunity to put forth a political agenda with little relevance to student achievement

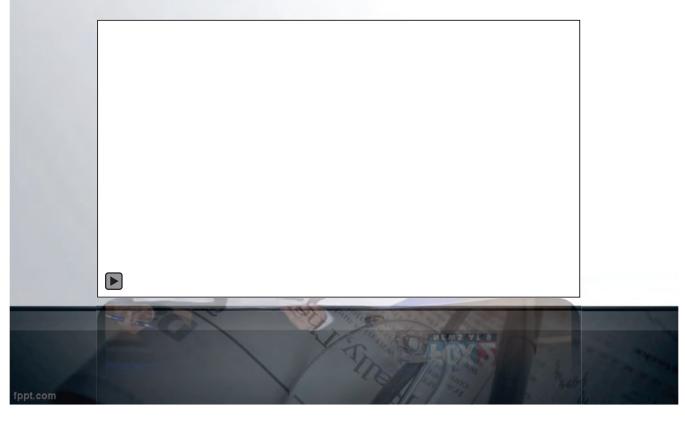
GREAT!KIDS

"He knows nothing; and he thinks he knows everything. That points clearly to a political career."

- George Bernard Shaw, Major Barbara

Progresso ISD

Ineffective?



La Joya ISD

Ineffective?



Understanding your Role

Responsibility of the Procurement Officer

- ❖ To use available financial resources to obtain the best product and/or service at the best value, thus preserving district budget at approved levels
- ❖ To support daily district operations through procurement administration, operation, and delivery of products and/or services. Performance and goal achievement throughout the district depends on its effectiveness.

The Successful Procurement Officer

Achieving Success in your Role

- Know your trade keep informed of all new legislative laws as they pertain to your area
- Know your place do not play politics, yours is to safeguard the integrity of a pure unadulterated competition, perception is everything
- Know the needs of your district attend meetings as necessary; such as budget, strategic planning, facilities, and even enrollment projection meetings, stay one step ahead of all needs
- Network attend conferences such as ISM, TASBO, Region I PAC, Purchasing Academies and keep a strong network of people in our trade so that you have a life line when needed

But most IMPORTANTLY.....

fppt.com

The Successful Procurement Officer Achieving Success in your Role

BE ETHICAL IN YOUR POSITION

ETHICS:

- The discipline dealing with what is good and bad and with moral duty and obligation
- The principles of conduct governing an individual or a group, a guiding philosophy
- A consciousness of moral importance
- A set of moral issues or aspects

The Successful Procurement Officer

Achieving Success in your Role

...so you need us to slow time, break the law and perform three miracles... by next Tuesday. You need to dial extension 101 and ask for the Wizard of OZ!



"There may be times when we are powerless to prevent injustice, but there must never be a time when we fail to protest."

Elie Wiesel

"The disappearance of a sense of responsibility is the most far-reaching consequence of submission to authority"

Stanley Milgram

Why Train your School Board

Importance of Gaining Knowledge of the Procurement Process

- Understanding of procurement methods
- Understanding of federal, state, legal, local, and administrative guidelines
- Understanding of the competitive procurement process; bids, proposals, qualifications, inter-local agreements, sole sources
- Understanding of bidding process for construction contracts

Why Train your School Board

Try to eliminate or diminish....

- Bribery and Corrupt Influence
- Perjury and Other Falsifications
- Abuse of Office
- Violation of Section 44.031 TEA Separate, Sequential, or Component Purchases
- Avoid making media headlines



Brownsville ISD School Board Member

Charged in Bribery Case



Brownsville ISD School Board Member

Guilty in Bribery Case



How to Train your School Board

Techniques and Appropriate Training Times

Break up the procurement process by:

- Methods
- Bidding Process
- Definition of Terms
- Bid vs. Proposal
- Proposal vs. Bid
- Qualification vs. Proposal
- Other Procurement Methods



How to Train your School Board

Techniques and Appropriate Training Times

Define types of bids issued by your district

- Line item
- Line item with Percentage Discount
- All or None or Cluster
- Catalogue

And give examples of each whenever you have the opportunity!



How to Train your School Board

Techniques and Appropriate Training Times

Best times to train:

- Board Workshops
- **❖** Board Committee Meetings
- Conference Presentations during Regular Board Meetings
- Prepare Training Material Packages for Board and have them distribute to them by the Superintendent's Office



At the End of the Day all we need is.....



...seven wands, a crystal ball and a time machine...

Thank You!

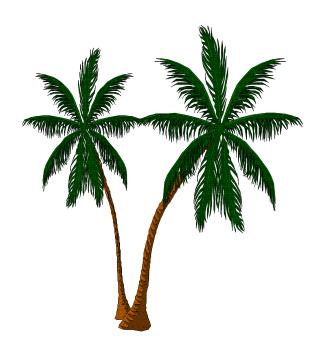
Rosario Peña, RTSBA
Purchasing Director
Brownsville Independent School District
rpena@bisd.us | 956 548-8361

fppt.com



TIMELINE 2022

WORKING WITH FEDERAL GRANTS -PURCHASING PROCEDURES



SPEAKER:

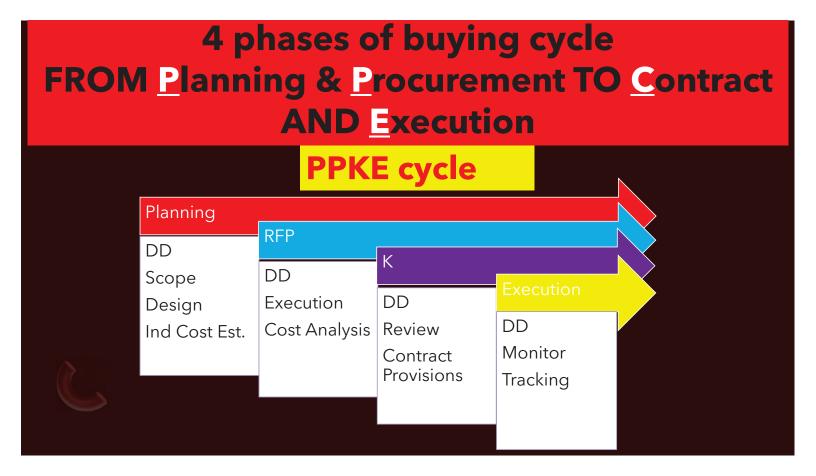
Jesus Amezcua

Working with Federal Grants Purchasing Procedures

Dr. Jesus Amezcua







Outline for Session

- Legal REGS:
- **Definitions**
- **Processes**
- **Case Studies**
- RFP requirements
- Contract Templates
- Vendor Forms
- Contract Provisions

Federal Funds - ESSER

Best practices

Sample Clauses

Sample Evaluation

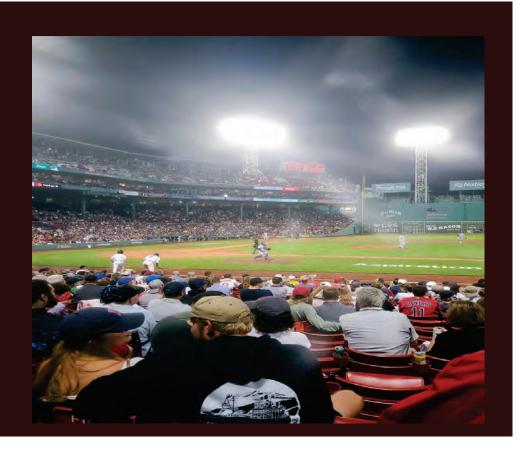
Key Case in Harris County

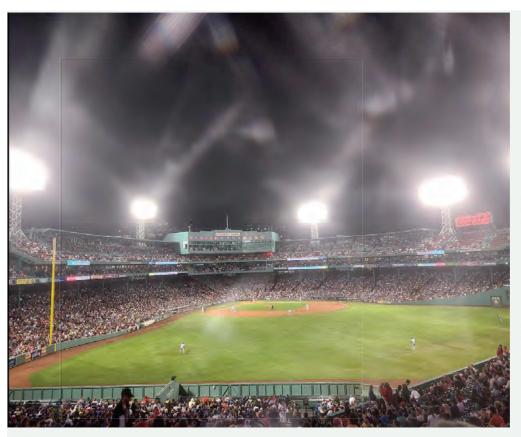


Objectives for today

definitions processes case studies



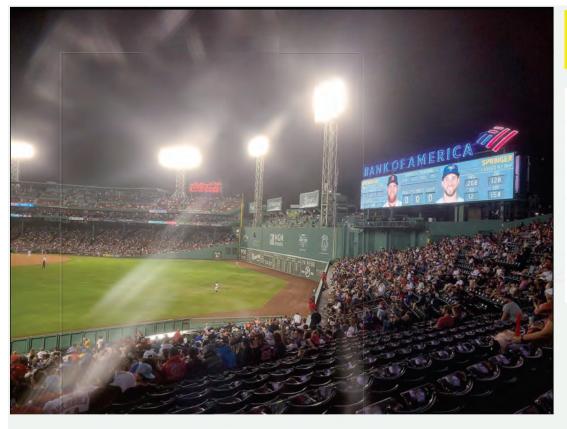




Cognizant Federal agency

means the Federal agency that, on behalf of all Federal agencies, is responsible for establishing final indirect cost rates and forward pricing rates, if applicable, and administering

FASRG New Purchasing Module



https://tea.texas.gov/sites/default/files/fasrgv18-module5.pdf

Version 18.0

Module 1 Financial Accounting and Reporting (FAR) (PDF; 3.383 KB) and FAR Appendices (PDF; 10,091 KB)

Module 2 Special Supplement - Charter Schools (PDF, 2.281 KB)

Module 3 Special Supplement - Nonprofit Charter School Chart of Accounts (PDF, 3.116 KB)

Module 4 Auditing (PDF, 1,927 KB)

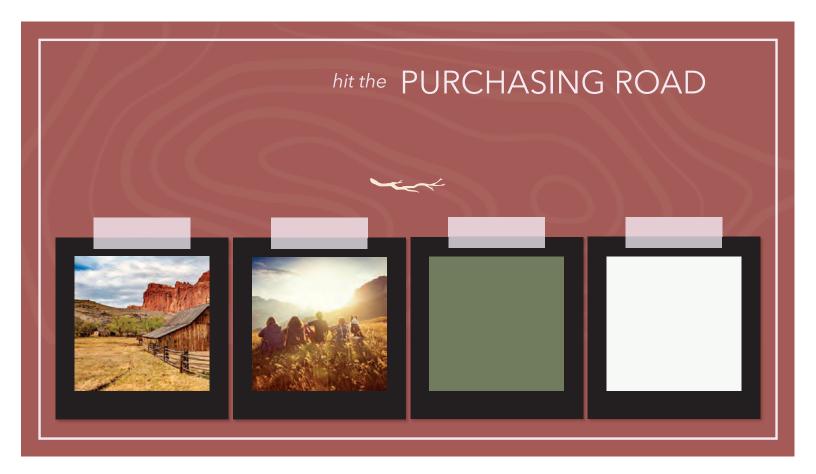
Module 5 Purchasing (PDF, 1,403 KB)

Module 6 State Compensatory Education, Guidelines, Financial Treatment, and an Auditing and Reporting System (PDF, 983 KB)



Cost or pricing data (10 U.S.C. 2306a(h)(1) and 41 U.S.C. chapter 35) means all facts that, as of the date of price agreement, or, if applicable, an earlier date agreed upon between the parties that is as close as practicable to the date of agreement on price, prudent buyers and sellers would reasonably expect to affect price negotiations significantly. Cost or pricing data are factual, not judgmental; and are verifiable. While they do not indicate the accuracy of the prospective contractor's judgment about estimated future costs or projections, they do include the data forming the basis for that judgment. Cost or pricing data are more than historical accounting data; they are all the facts that can be reasonably expected to contribute to the soundness of estimates of future costs and to the validity of determinations of costs already incurred. They also include, but are not limited to, such factors as - (1) Vendor quotations; (2) Nonrecurring costs; (3) Information on changes in production methods and in production or purchasing volume; (4) Data supporting projections of business prospects and objectives and related operations costs; (5) Unit-cost trends such as those associated with labor efficiency; (6) Make-or-buy decisions; (7) Estimated resources to attain business goals; and (8) Information on management decisions that could have a significant bearing on





Micro-purchase means an acquisition of supplies or services using simplified acquisition procedures, the aggregate amount of which does not exceed the micro-purchase threshold. Micro-purchase threshold means \$10,000, except it means - (1) For acquisitions of construction subject to 40 U.S.C. chapter 31, subchapter IV, Wage Rate Requirements (Construction). \$2,000; (2) For acquisitions of services subject to 41 U.S.C. chapter 67, Service Contract Labor Standards, \$2,500; (3) For acquisitions of supplies or services that, as determined by the head of the agency, are to be used to support a contingency operation; to facilitate defense against or recovery from cyber, nuclear, biological, chemical or radiological attack; to support a request from the Secretary of State or the Administrator of the United States Agency for International Development to facilitate provision of international disaster assistance pursuant to 22 U.S.C. 2292 et seq.;

or to support response to an emergency or major disaster (42 U.S.C. 5122), as described in 13.201(g)(1), except for construction subject to 40 U.S.C. chapter 31, subchapter IV, Wage Rate Requirements (Construction) (41 U.S.C. 1903) - (i) \$20,000 in the case of any contract to be awarded and performed, or purchase to be made, inside the United States; and (ii) \$35,000 in the case of any contract to be awarded and performed, or purchase to be made, outside the United States; and 9/18/22, 9:20 AM eCFR :: 48 CFR Part 2 Subpart 2.1 -- Definitions https://www.ecfr.gov/current/title-48/chapter-1/subchapter-A/part-2/subpart-2.1 13/21 (4) For acquisitions of supplies or services from institutions of higher education (20 U.S.C. 1001(a)) or related or affiliated nonprofit entities, or from nonprofit research organizations or independent research institutes - (i) \$10,000; or (ii) A higher threshold, as determined appropriate by the head of the agency and consistent with clean audit findings under 31 U.S.C.



Simplified acquisition procedures means the methods prescribed in part 13 for making purchases of supplies or services.

Simplified acquisition threshold means \$250,000, except for -

- (1) Acquisitions of supplies or services that, as determined by the head of the agency, are to be used to support a contingency operation; to facilitate defense against or recovery from cyber, nuclear, biological, chemical, or radiological attack; to support are quest from the Secretary of State or the Administrator of the United States Agency for International Development to facilitateprovision of international disaster assistance pursuant to 22 U.S.C. 2292 et seq.; or to support response to an emergency or major disaster (42 U.S.C. 5122), (41 U.S.C. 1903), the term means -
- (i) \$800,000 for any contract to be awarded and performed, or purchase to be made, inside the United States; and
- (ii) \$1.5 million for any contract to be awarded and performed, or purchase to be made, outside the United States; and
- (2) Acquisitions of supplies or services that, as determined by the head of the agency, are to be used to support a humanitarian or peacekeeping operation (10 U.S.C. 2302), the term means \$500,000 for any contract to be awarded and performed, or purchase to be made, outside the United States.





Three of Lina Hidalgo's aides, including chief of staff, indicted in Harris County contract award scandal

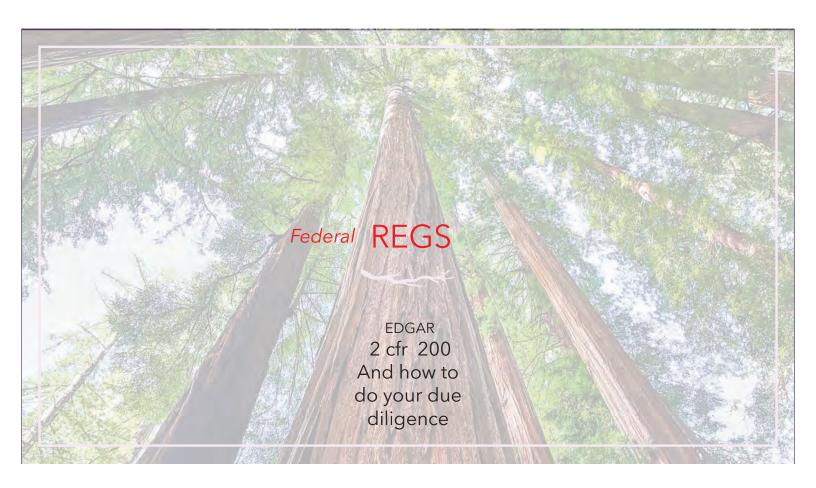
The felony charges are misuse of official information and tampering with a government record. Hidalgo, who oversees Harris County, has the largest constituency of any elected Democratic executive in the state.

BY ZACH DESPART APRIL 11, 2022 UPDATED: APRIL 12, 2022

Three employees of Harris County Judge Lina Hidalgo have been indicted by a grand jury on charges related to how they helped award a contract for COVID-19 vaccine outreach last year.

The Harris County district clerk lists two felony counts each for chief of staff Alex Triantaphyllis, policy director Wallis Nader and former policy aide Aaron Dunn. The charges are misuse of official information and tampering with a government record.

The charges add weight to a scandal Hidalgo has attempted to dismiss as politically motivated, and they threaten to tarnish her carefully cultivated image as an ethically minded public servant as she seeks reelection this year. Hidalgo is widely seen as a rising star in the Texas Democratic Party and a future statewide candidate.



Requirements

- Legal REGS:
- RFP requirements
- Contract Templates
- Vendor Forms
- Contract Provisions

Best practices

No contact with vendors informally, Emails, Lunches Conferences

Due diligence & Posting

Documentation - who is on First? ROLES

Legal Review Prior - Prevent

RFP requirements

- What is included in the RFP?
- What is the scope?
- What are the evaluation factors and points?
- Who will evaluate?
- What are the requirements for evaluating?

Best Practices

RFP = Contract

Scope

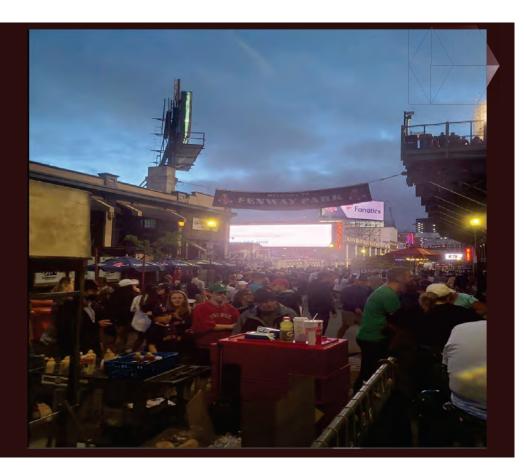
Subjective or Objective

How many and Who? Supervisors, Free from Conflict, Professionals

Instructions BEFORE and RESULTS AFTER

Discussion Question One.

- Is there a difference between and RFQ and RFP or RFI, or Competitive Sealed proposals?
- Why would you use one over the other one?



What is included in the contract?

- Contract Clauses?
- Contract templates
- Is this for revenue or expenditure?
- Construction or expenditure?
- Are there grant requirements?

Best Practices

Contract - Special Terms

Revenue - mostly not - unless you are charging fees

Expenditure - Local policy \$75,000

Grants are specials - special provisions - non negotiable - see my Federal Class tomorrow.

Contract Formatting Instructions

- APPEARANCE
- Always strive for a professional product.
- Consistent style
 - [header]
 - ARTICLE I. PURPOSE
- Consistent font size Times New Roman, 12
- Number pages: 1 of 3, 2 of 3, 3 of 3; as necessary

Best Practices

RFP = Contract
One page - very rare
Attachments
Provisions

Contract Completeness

- Review your contract to make sure all your bases are covered. A good contract answers
 all the questions you or the other party may have during or after the contract term
- Use proper and complete names, titles, and contact information
- Have you included definitions? You may or may not need to; the goal is to make the contract clear to all contracting parties.
- Review the Entire Agreement clause/paragraph; it should state that the contract and attachments/exhibits represent the entire agreement.
 - Attachments may include:
 - Scope of Work
 - Additional Attachments/Exhibits

Contract Accuracy

- Use spell check
- Specify total payment amount (along with increment payments, if appropriate); including travel and/or other reimbursable expenses
- Amount should be in numbers (including cents amounts) and spelled out:
 - Example: Thirty Thousand Dollars and no/cents (\$30,000.00)
- (use US Currency, if necessary) (No Foreign Currency)

Contract types

 Use the format that is appropriate to your purpose; this can be based on critical need or the dollar amount involved

Purchase Order (for purchases of personal property)

Speaker Agreement

Leases

Memorandum of Understanding (MOU)

Interlocal Contract

Service Contracts

- **Professional Services**
- Consultant Services

Bonds - Competitive or Negotiable

Contract Payments

- Purchase Order
 - Payment Authorization
 - IRS Form W-9, Felony Conviction Notice, Conflict of Interest Questionnaire, Senate Bill 9 Contractor Certification
 - Other Forms and Certifications
 - Copy of Contract
 - Invoice OK TO PAY
 - Out of country vendors?

Contract Payments

Best Practices:

Who monitors contract and what are their obligations?

- Product delivered according to specs
- Services delivered according to contract
- Within contract
- Within timeline
- SIGN, OK TO PAY, CERTIFIES

There is no "one size fits all" solution to creating a contract. Each unique situation mandates which clauses are included and which clauses are not included. The goals are to protect organization interests and to be fair and equitable.



ALPAHBETICAL LIST OF CLAUSES

Amendment Assignment

Changes Compensation

Completion & Liquidated Damages Confidential Data

Confidential Data
Conflict of Interest
Contractor Status
Entire Agreement
Examination of Records
Felony Conviction Notice
Force Majeure

Force Majeure Funding Clause

Governmental "Funding Out" Clause

Governing Law

Hold Harmless-Speaking Engagement

Incidental Sales

Indemnification-Patent, Trademark, or Copyright

Independent Contractor Status Insurance Requirements Intellectual Property Rights Introductory Paragraph-Interlocal Agreement

Introductory Paragraph-Contract Non-Appropriation of Funds Non-Completion of Contract

Non-Exclusivity

Notice

Payment Bond or Performance Bond Property Warranty/Indemnification

Publication Rights

Purpose Recitals

Review of Progress Scope of Work Services to be Provided

Severability Signature Sole Agreement

Term Termination

(No) Third Party Beneficiary Clause

Venue

CLAUSE/DESCRIPTION	SAMPLE WORDING
Amendment	This Contract may be amended only by the mutual agreement of the parties, in a writing to be attached to and incorporated in this Contract.
Assignment	Neither this Contract nor any duties or obligations under it shall be assignable by Contractor without the prior written acknowledgment and authorization of HCDE.
Changes	During the Term of the Contract, HCDE reserves the right to make changes to the work the Contractor is required to provide pursuant to this Contract. All such changes shall be made in writing and agreed to by both parties.

CLAUSE/DESCRIPTION

Clause

May put something in this clause referring to the release of the performance bond.

Also see Performance Bond.

Need to be specific concerning payments and conditions for payments: one payment upon completion of all services or multiple partial payments, a payment schedule based on due dates or based upon % of completion, etc.

Does this clause need to be tied to the scope of work?

SAMPLE WORDING

HCDE agrees to reimburse Contractor for reasonable costs and expenses necessarily incurred, up to the maximum amount of

< \$XXX,XXX >. Contractor agrees to provide HCDE with appropriate documentation, including, but not limited to, copies of original receipts, verifying such expenses and costs associated with performing the required services. Contractor shall submit to HCDE an invoice for services rendered. HCDE agrees to make payment upon acceptance and approval by HCDE of all goods or services provided by Contractor.

HCDE is Texas state sales tax exempt and will provide the Contractor with a signed TEXAS SALES AND USE TAX EXEMPTION CERTIFICATION. Form available on HCDE Portal.

Clause

CLAUSE/DESCRIPTION

Completion & Liquidated Damages as
Provided for
in HCDE Contracts

Usually found in construction contracts.

SAMPLE WORDING

HCDE contracts include provisions for completion and liquidated damages and are listed as follows to inform the Bidder of the following conditions:

1. Under the terms of an HCDE contract, the bidder certifies to complete delivery of any product/service within the specified calendar days < listed on each bid response > counting from the date HCDE purchase orders are received by the Bidder. Bidder agrees that time is of the essence in performance of the contract. Bidder and HCDE understand and agree that a breach of contract as to completion on time will cause damage to HCDE and the relevant End User, and that such damages would be difficult or impossible to measure.

CLAUSE/DESCRIPTION	SAMPLE WORDING		
Completion & Liquidated Damages as Provided for in HCDE Contracts, continued	2. Therefore, for each and every calendar day that product/service is not delivered beginning < Specified number of days > after the expiration of the time limit set in the contract, HCDE may withhold permanently from Contractor's total compensation the sum of < amount in words > dollars (< amount in numbers: \$XXX.XX ≥) per calendar day liquidated damages. It is further agreed that the sum stipulated as liquidated damages is a reasonable estimate of the damage which will result to HCDE and/or the < End User > for a failure of Contractor to deliver the product/service in accordance with the Contract. The amount of liquidated damages due may be deducted by HCDE from any payment or payments otherwise due to Contractor, hereunder, or if all payments otherwise due to Contractor hereunder have been made, the amount of liquidated damages shall be immediately due and payable upon demand.		

CLAUSE/DESCRIPTION	SAMPLE WORDING
Confidential Data of HCDE	In the course of performing duties under this Contract, Contractor may view, obtain, or have access to financial, accounting, statistical, personnel, and other information of a confidential nature concerning students being served by HCDE and employees of HCDE. All such information is confidential and shall not be disclosed, directly or indirectly, to any person other than authorized officials of HCDE, either during the Term of this Contract or after such Term.
	Contractor acknowledges that HCDE would be irreparably injured if Contractor were to disclose such information to third parties not entitled to receive such information or to misappropriate such confidential information for Contractor's own purposes or benefit and that money damages would not compensate HCDE for such irreparable injury.
Conflict of Interest	During the Term of Contractor's service to HCDE, Contractor shall not, directly or indirectly, whether for Contractor's own account or for or with any other person or entity whatsoever, employ, solicit or endeavor to entice away any person who is employed by HCDE.
Contractor Status	See Independent Contractor Status.

CLAUSE/DESCRIPTION	SAMPLE WORDING	
Entire Agreement	This Contract and list memorandums , price lists , etc. attached hereto represent the entire and exclusive agreement between the parties thereto and replace in their entirety any previous agreements, written or oral. OR	
CLAUSE/DESCRIPTION	SAMPLE WORDING	
Entire Agreement, Continued	This Contract represents the entire and exclusive agreement between the parties thereto and replaces in their entirety any previous agreements, written or oral.	
Examination of Records	HCDE shall have access to and the right to examine and reproduce or capture all documents, papers, records, notes, files, electronic data and any other "materials" that were used by Contractor. Contractor shall notify HCDE if any such materials are copyrighted.	

where a Contractor will be working on a campus or in a center or with students or clients of any age, or at any other time the division deems appropriate.	that under Section 44.034 of the Texas Education Code, Contractor must give advance notice as required by this Article and that Contractor faces the consequences outlined in the Section for misrepresenting the conduct resulting in the conviction as indicated on the Felony Conviction Notice. See Felony Conviction Notice form. (IMPORTANT: This section does not apply to a publicly held corporation.)
Force Majeure	The parties to this Contract may be excused from performance hereunder during the time and to the extent that they are prevented from performance due to an act of God, fire, strike or lockout, when satisfactory evidence thereof is presented to the other party and provided that such non-performance is not due to the fault of the non-performing party.

CLAUSE/DESCRIPTION	HCDE anticipates it will receive funds from the grantor in an amount equal to the costs of services to be provided under this Contract. Notwithstanding anything to the contrary in this contract, this Contract is contingent on HCDE receiving such funds. In the event HCDE does not receive those funds, HCDE may terminate or reduce the scope of services provided under this Contract without pecuniary risk or penalty, at its sole discretion.	
Funding Clause For Contracts that are contingent on the receipt of grant funds should have a clause so stating.		
CLAUSE/DESCRIPTION	SAMPLE WORDING	
Governmental "Funding Out" Clause	HCDE/Lessee anticipates it will receive revenues in an amount equal the costs of services to be provided under this Contract/Lease Notwithstanding anything to the contrary in this contract, the Contract/Lease is contingent on HCDE/Lessee receiving such	
Contracts and Leases that are contingent on the receipt of revenues should have a clause so stating.	revenues. In the event HCDE/Lessee does not receive those revenues, HCDE /Lessee may terminate the Contract/Lease or reduce the scope of services provided under this Contract/Lease without pecuniary risk or penalty, at its sole discretion.	

CLAUSE/DESCRIPTION	SAMPLE WORDING
Governing Law	This Contract shall be governed by and construed in accordance with the laws of the State of Texas. (May be combined with Venue.)
Hold Harmless- Speaking Engagement	Contractor hereby indemnifies and holds HCDE harmless from and against any and all loss, damage or claim against HCDE, arising from Contractor's acts or omissions in connection with the speaking engagement described in this agreement.
Incidental Sales	The Contractor shall have the sole right to sell or cause to be sold books authored by the Contractor on the Premises.

The Speaker agrees that physical activity is not required of participants.

AND

Indemnification & Insurance-< Speaker Agreement > Speaker agrees that Speaker carries liability insurance covering acts or omissions of Speaker with an approved company naming HCDE as an additional insured").

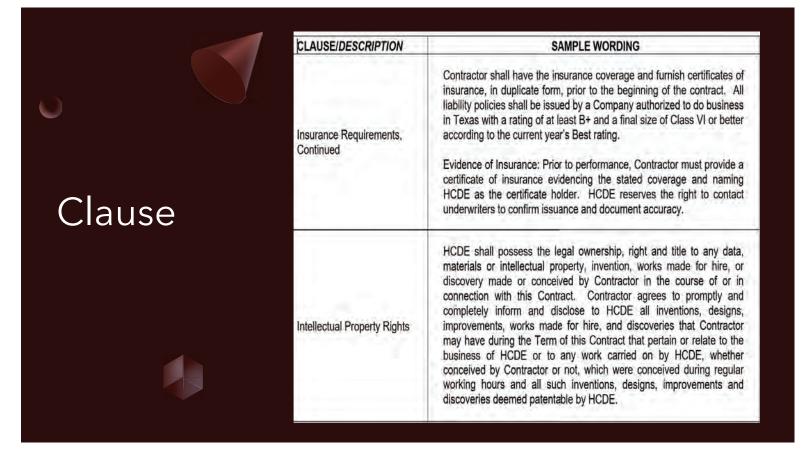
OR

Speaker hereby indemnifies and holds HCDE harmless from and against any and all loss, damage or claim against HCDE, arising from Speaker's acts or omissions in connection with the speaking engagement described in this agreement.

Signature/Hold Harmless

CLAUSE/DESCRIPTION	SAMPLE WORDING
Independent Contractor	It is the intention of the parties that Contractor be an independent contractor and not an employee, agent, joint venturer, or partner of HCDE and nothing in this Contract shall be interpreted or construed as creating or establishing the relationship of employer and employee, agent, joint venturer or partner, between HCDE and Contractor or HCDE and any of Contractor's agents, employees, or sub-contractors.
Independent Contractor Status	Contractor assumes exclusively the responsibility for the acts of its employees, subcontractors, if any, agents or partners as they relate to the services to be provided in connection with this Contract during the scope and course of their employment. Contractor, its agents, subcontractors, joint venturers, partners and employees, shall not be entitled to any rights or privileges of HCDE employees and shall not be considered in any manner to be HCDE employees.

CLAUSE/DESCRIPTION SAMPLE WORDING The Contractor is required to carry general liability insurance. The minimum liability coverage is \$1,000,000 .00 per single occurrence. An aggregate value in the amount of \$1,000,000.00 without single occurred Insurance Requirements coverage of like amount shall not be acceptable. The Contractor is required to carry <u>product liability insurance</u> on all products offered through the HCDE Cooperative Purchasing Program. Manufacturers/bidders shall submit insurance certificates for the <u>product</u> Please call the Risk Manager whenever you think there is or even may be an insurance <u>liability coverage</u> encompassing their dealer network, or shall submit individual certificates for each of their participating dealers. The minimum product liability coverage is \$1,000,000 per single occurrence. An aggregate value in the amount of \$1,000,000 without liability or a requirement for insurance coverage. Not ALL this verbiage is required. Ask the Risk Manager for assistance. single occurrence coverage of like amount shall not be acceptable. The Contractor is required to carry <u>workers compensation insurance</u>. Contractor must provide a certificate of workers compensation insurance in an amount not less than the State of Texas minimum requirements. Insurance coverage shall be in effect for the length of the contract and for any extensions thereof, plus the number of days/months required to deliver an outstanding order after the close of the contract period. Only one (1) original insurance certificate is required in each of the categories stated naming HCDE as the certificate holder. Insurance certificates shall specifically include the name of any subsidiary company responding to the bid. More clause samples next page.



CLAUSE/DESCRIPTION	SAMPLE WORDING
Introductory Paragraph - Interlocal Agreement	Pursuant to the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code, the Interlocal Agreement/Contract (the "Agreement" or "Contract") is made and entered into between Harris County Department of Education ("HCDE") and <u>Governmental or Local Governmental entity</u> for the purpose of performing governmental functions and services and to state the terms, rights and duties of the Contracting parties <u>during the 20XX-20XX school year.</u>
Introductory Paragraph - Contract	This Contract (the "Contract") is made and entered into by and between the Harris County Department of Education ("HCDE"), located at 6300 Irvington Blvd., Houston, Texas 77022 and <u>Fill in Contractor's Name, Address, City, State and Zip Code</u> for Contractor to provide services to HCDE in accordance with the terms and conditions specified herein.

CLAUSE/DESCRIPTION	SAMPLE WORDING
Non-Appropriation of Funds	The Term of this Contract is a commitment of HCDE current revenues only. The HCDE fiscal year runs September 1 through August 31. If funding for the continuance of the services required under this Contract is withdrawn, HCDE reserves the right to terminate this Contract in accordance with < Article XX — > Termination. Funds are not presently budgeted for performance under this Contract beyond the end of the current fiscal year (August 31). HCDE shall have not liability for payment of any money for performance under this Contract after the end of any fiscal year until and unless such funds are available and budgeted.
Non-Completion of Contract	If Contractor is unable to complete the mutually agreed-upon work in the mutually agreed-upon time, Contractor shall notify the HCDE <u>Fill in the Name OR Title of HCDE Employee</u> , ex. <u>Director of Purchasing</u> in writing.
Non-Exclusivity	Nothing in this Contract may be construed to imply that Contractor has exclusive right to provide HCDE these services. During the Term of the Contract, HCDE reserves the right to use all available resources to procure other professional services as needed and, in doing so, will not violate any rights of Contractor.

CLAUSE/DESCRIPTION	Any notice provided under the terms of this Contract by either party to the other shall be in writing and shall be sent by certified mail, return receipt requested. Notice to shall be sufficient if made or addressed as follows:	
Notice		
	party by giving notice of su return receipt requested.	Contractor Name Attn Title Address City, State, Zip Code address at which notice may be sent to the such change to the other by certified mail,



Clause

CLAUSE/DESCRIPTION

Payment Bond or Performance Bond

Usually the amount of the Contract, payment bond for Contracts > \$25,000 to \$100,000 and performance bond in excess of \$100,000.

SAMPLE WORDING

The Contractor is responsible to furnish a payment/performance bond in the amount of XXX,XXX

The performance bonds may be in the form of a bond executed by a surety (insurance) company authorized by the Texas Insurance Commission. The performance bond may also be in the form of a certified check upon a state or national bank or trust company. All such checks and certificates of deposits shall be drawn payable to the order of HCDE and delivered to HCDE prior to beginning work. The performance bond will be released upon acceptance of the work performed by the Director of XXXX and payment of the final invoice.

The performance bond shall be issued for a period of time which shall be not be less than the length of the contract plus the number of months/days required to deliver any outstanding order after the close of the contract,

Failure of Contractor to perform any services required by the contract within thirty (30) days of receipt of written demand for performance from the HCDE, or failure of Contractor to correct or replace defective goods or products within thirty (30) days from receipt of written demand therefore, may constitute a total breach of contract, and may cause contract to terminate. In the event of such termination the performance bond shall be retained by HCDE as liquidated damages, based upon mutual agreement and understanding between Contractor and HCDE at the time the contract is awarded.



CLAUSE/DESCRIPTION	SAMPLE WORDING	
 Product Warranty/_ Indemnification	Contractor warrants that is has good title or license to the < Product > provided to HCDE. Contractor further warrants that it has the right to license and does hereby license the use of < Product > to HCDE free of any proprietary rights, liens, or encumbrances of any other party. Contractor shall protect, hold harmless, and indemnifies HCDE from any and all claims, assessments, suits of law or in equity, expenses, attorneys' fees, and damages arising from Contractor's actual or alleged infringement of any U.S. or foreign patent, trademark, or copyright.	
Publication Rights	SAYING NO Contractor is expressly forbidden to use any data generated within the Contractor's scope of services to HCDE without prior written consent by HCDE. SAYING YES Contractor may use data developed during the performance of the Contractor's scope of services to HCDE provided HCDE provides prior written consent.	

CLAUSE/DESCRIPTION	SAMPLE WORDING	
Purpose	HCDE agrees to retain Contractor and Contractor agrees to provide services to HCDE as <u>fill in the blank</u> and to perform the duties and all the necessary labor and resources needed to provide the services set forth in EXHIBIT A. Contractor shall also perform such other related services and duties as are customarily performed by all contractors in a similar position.	
Recitals	HCDE is a governmental unit established to promote education in Harris County, Texas. Contractor is a(specify profession) duly authorized to provide such professional services in the State of Texas. Both HCDE and Contractor desire to set forth in writing the terms and conditions of their agreement. OR	
	Therefore, HCDE engages the services of Contractor, and in consideration of the mutual covenants and conditions contained in this Contract and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties intending to be legally bound agrees as follows:	
Review of Progress	HCDE reserves the right to monitor to progress of Contractor.	

Scope of Work

DO NOT REPEAT THESE INSTRUCTIONS IN YOUR CONTRACT. CUSTOMIZE THE WORDING TO PROVIDE THE SPECIFIC INFORMATION DEPENDING UPON THE PURPOSE OF YOUR CONTRACT.

Scope of Work can be a separate attachment/exhibit OR a paragraph in the contract.

Services to be Provided

This clause **or** Exhibit includes a detailed scope of work that sets out the professional services, products, or outcomes that the Contractor agrees to provide. Exhibit A contains the objectives of what is to be accomplished, specific limitations, format of any report, the extent, if any, to which assistance from the HCDE staff is required (and the conditions for such assistance), firm or estimated time schedules, submission of progress reports, identification of key personnel (and anticipated supporting personnel), equipment and facilities to be utilized, expenses Contractor expects to incur and for which Contractor expects to seek reimbursement from HCDE, fees and/or billing rates Contractor expects to charge HCDE, and (if applicable) the names of any subcontractors.

The Contractor shall provide services specified in the < Agreement > and personnel necessary to furnish said services contingent on it acquiring and maintaining sufficient staffing through reasonable efforts to satisfy its obligations under this < Agreement >.



CLAUSE/DESCRIPTION	SAMPLE WORDING	
Severability	In the event that any one or more of the provisions contained in this Contract shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions, and the Contract shall be construed as if such invalid, illegality, or unenforceable provision had never been contained in it.	
Signature	In witness whereof, HCDE and Contract to be effective on the date specified in T Contractor HCD Name Fill In Name of Co/Contractor By: Signature Title: Fill In Title Address City, State and Zip Code Telephone/FAX Number	erm above:
Sole Agreement	This Contract is the sole agreement by which the above parties will abide relative to the purpose(s) of this Contract.	
Term	This Contract is effective as of < BEGINNING DATE >, and shall continue in effect until < ENDING DATE >, (the 'Term'). HCDE may elect to extend the Contract upon mutual written agreement with Contractor. All Contract extensions shall be subject to the terms and conditions specified herein. At the sole discretion of HCDE, the Contract may be renewed for an additional < ONE, TWO or THREE YEARS > with the authorization of the < BOARD OF TRUSTEES, SUPERINTENDENT >. In the event that the option to renew is exercised, HCDE will notify the Contractor < number of days/months > prior to the date the option will commence.	



CLAUSE/DESCRIPTION	SAMPLE WORDING	
Termination Not ALL this verbiage is required. Ask Business Services for assistance	Either party for any reason upon thirty (30) days written notice may terminate this Contract without cause.	
	OR HCDE may, by written notice, terminate this Contract if Contractor has defaulted in whole or in part, refuses or fails to comply with provisions of the Contract, fails to make progress and does not cure such failure after written notice within a reasonable period of time, or fails to perform the services within the time period specified or any written extension thereof. In such event, HCDE may obtain comparable services elsewhere and either deduct the costs of obtaining such services from any from any amount owed Contractor or Contractor shall relimburse HCDE for such costs incurred by HCDE.	
	This Contract may be terminated prior to the expiration of the terminated as follows: By Contactor upon 30 days notice if the work/service is not provided in a satisfactory and proper manner after a remedy has been reported and discussed; By mutual written agreement of the parties, upon thirty (30) days prior notice; By either party immediately if the other party commits a material breach of any of the terms of this Contract and no remedial action can be agreed upon by the parties.	
	AND If this Contract is terminated prior to the term date, and the Contractor has paid in full, HCDE will refund a prorated amount of the prepaid amount.	
	oR If this Contract is terminated prior to the term date, and the Contractor has paid in full, no refund will be forthcoming.	
	OR HCDE will be responsible for payment of services that have been accepted by HCDE up to the termination date.	
No Third-Party Beneficiary Clause	Neither this Contract, nor any term or provision hereof, nor any inclusion by reference shall be construed as being for the benefit of any party not in signatory hereto.	
Venue	The mandatory and exclusive venue for the adjudication or resolution of any dispute arising out of this Contract shall be in Harris County, Texas. (May be combined with Governing Law.)	

Termination Letter



Via U.S. Mail and Certified Mail, Return Receipt Requested (

Name of Vendor Vendor Address Attn: Name of person signing the contract

Re: Harris County Department of Education Notice of Termination

To Whom It May Concern:

Harris County Department of Education ("HCDE") is a Texas governmental entity, and as such, is required to comply with Section 2252.908 of the Texas Government Code (HB 1295). This provision states that governmental entities such as HCDE may not enter into certain contracts with a business entity onless the business entity submits a disclosure of interested parties form to the governmental entity, at the time the business entity submits the signed contract to the governmental entity. The required form, Form 1295, is required to be completed on the Texas Ethics Commission's website, and a notarized copy of the form is required to be submitted to HCDE.

This letter serves as notice that any and all contracts or agreements between the above business entity associated with the action taken by HCDE on are terminated effective immediately due to your organization's failure to submit the required Form 1295.

Thank you for your past services to Harris County Department of Education and for your cooperation in this matter.

Sincerely

Jesus Amezcua, CPA, RTSBA, PhD. Assistant Superintendent for Business Harris County Department of Education

Summary

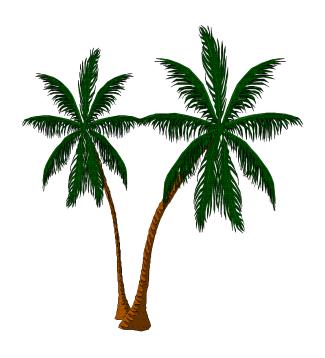


- Copies of templates are available upon request. These get updates every year.
 For Any questions,
- •Dr Jesus J. Amezcua, CPA RTSBA, CPFIM 956-324-9827 jamezcua@hcde-texas.org



TIMELINE 2022

ETHICS: BLACK & WHITE & GRAY ALL OVER



SPEAKER:

Mark Rogers

ETHICS: BLACK AND WHITE AND GREY ALL OVER

Mark J. Rogers, C.P.M. markjeffreyrogers@gmail.com

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Ethics



Mark J. Rogers, C.P.M.

2

- Vendor treatment
 - -Fair
 - Consistent in treatment of late bids, requests for "in house" checks, etc.
 - -Time stamp, log in, witness
 - -Race, creed, color, appearance

Mark J. Rogers, C.P.M.

3

Ethics

- Don't berate vendor or institution
- Vendor is valuable resource
- Thin margins
- Keep in business not adversary
- Sample requirements
- Over-shipments
- Special orders

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Δ

- Restocking charges
 - High tech market changes daily
- Vendor is specialist
 - Buyer is generalist
- Maintain "arms length" relationship
 - Vendor partnerships
 - Adopt a school

Mark J. Rogers, C.P.M.

5

Ethics

- Vendor support for professional development activities
- Encourage communications early
- Specifications development

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6

- Emphasize importance of surfacing spec problems early
- "Or equal" disclaimer
- Inform vendor of quality, timely expectations

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7

Ethics

- Make certain vendor is aware of all requirements
 - Training
 - Delivery, lack of elevator, multiple locations, as needed shipments etc.
 - Installation

- Work with vendor on payment problems
- Don't handhold
- Buying used equipment
- Develop "doing business with" website or brochure

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Ethics

- Insist that vendor and user include purchasing in communications loop
- Use pre-bid conferences, bonds, etc.
 When exposure is great
- Conducting pre-bid conferences

- Vendor references—get them and check them—document results
- Product endorsements vs product references
- Services are often prototypes
- Cooperative purchases

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Ethics

- All or none bids
- Industry standard delivery
- Alternate bids

- M/WBE
- Enforcement
 - Warranty
 - Price escalation

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Ethics

- Change order "tail and dog"
- Negotiations
- Share user surveys with vendors
- Fax or e-mail quote instead of phone

- Gifts, entertainment, etc.
- Public information
- RFP cautions

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Code of Ethics

- 1. Avoid the intent and appearance of unethical or compromising practice in relationships, actions and communications.
- 2. Demonstrate loyalty to your employer by diligently following lawful instructions of your employer, using reasonable care and only authority granted.

Code of Ethics

- 3. Refrain from any private business or professional activity that would create a conflict between personal interests and those of your employer.
- 4. Refrain from soliciting or accepting money, loans, credits, discounts, gifts, entertainment, favors or services from present or potential suppliers.

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Code of Ethics

- Handle confidential or proprietary information with due care and proper consideration of ethical and legal ramifications and governmental regulations.
- 6. Promote positive supplier relationships through courtesy and impartiality.

Code of Ethics

- 7. Know and obey the letter and spirit of laws governing the purchasing function and remain alert to the legal ramifications of purchasing decisions.
- 8. Ensure that all segments of society have the opportunity to participate in government contracts.

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Code of Ethics

- 9. Discourage purchasing office involvement in employers sponsored programs of personal purchases which are not business related.
- 10.Enhance the stature of the purchasing profession by improving your technical knowledge and adhering to the highest ethical standards.







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Ethics Questionnaire

- 1. Would you accept any of the following gifts from suppliers?
 - a) desk or wall calendar with advertising logo
 - b) sample towel or t-shirt
 - c) digital camera

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- 2. What disposition should be made of "bonus" gifts? (For example, a free monitor or printer with the purchase of a certain quantity of technology items which your entity regularly purchases)
 - a) refuse
 - b) accept and use personally
 - c) accept for use elsewhere in the institution

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Ethics Questionnaire

- 3. Is it proper for a buyer to take advantage of an offer from a supplier giving special price discounts for personal purchases of items?
 - a) yes b) no

If the offer were made to all employees of the institution would it be proper to accept?

a) yes b) no

- 4. How should a buyer react to a request from an assistant superintendent to get a "good buy" on an item for personal use?
 - a) refuse politely as it is not a proper use of buyer's time
 - b) request quotations on regular institutional bid form, place an order and send the invoice to the assistant superintendent
 - obtain phone quotes, making it clear that the purchase is for personal use and relay the price information to the assistant superintendent
 - d) suggest vendor and salesperson; explain that purchases for personal use are between vendor and employee

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Ethics Questionnaire

- 5. What is the proper policy concerning having lunch with suppliers?
 - a) may be supplier's guest occasionally, but not too often
 - b) all lunches with suppliers should be on a Dutch treat basis
 - c) may be supplier's guest, but should reciprocate and act as host on alternate occasions
 - d) refuse politely and offer to visit with vendor in buyer's office

- 6. What is the proper response to an invitation to visit supplier's plant at supplier's expense?
 - a) accept and go as a guest
 - b) accept and insist on paying all your expenses
 - c) accept and insist on paying your fare if any commercial transportation is involved
 - d) refuse politely

Mark J. Rogers, C.P.M.

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Ethics Questionnaire

- 7. The low bidder who has been offered an order, subsequently claims that his bid was in error, and then requests a price increase. Which of the following actions should the buyer take?
 - a) insist that the supplier accept the order at the price bid or be removed from the bidder's list for future order
 - b) permit the supplier to withdraw his bid without penalty and award the order to the next lowest bidder
 - grant the price increase, if he can submit evidence to support his claim of an error in bidding, provided that the adjusted price is slower than the next lowest bid

- 8. If no suppliers submit bids that comply with the specifications in all respects, which of the following actions should the buyer take?
 - a) revise the specifications and re-advertise for bids
 - reward the order to the lowest bidder and negotiate whatever price adjustment or modification of the specification is necessary to reach agreement
 - award the order to the bidder whose proposal comes closest to meeting the specifications, regardless of whether or not he is the low bidder
 - d) negotiate with all bidders whose bids are reasonably close to meeting specifications, and subsequently award order to the bidder whose ultimate bid offers the best value

Mark J. Rogers, C.P.M.

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Ethics Questionnaire

- 9. An alternate (unsolicited) bid is received which does not meet the published specifications, but offers acceptable quality and better value than the low bid meeting specifications. Which of the following actions should the buyer take?
 - a) accept the alternate bid because it represents better value for the institution
 - b) reject all bids, revise the specifications and readvertise

- 10. A bid was misplaced in your institution's mailroom. It was received by mailroom personnel prior to the deadline for submitting bids. Which of the following actions should the buyer take?
 - a) accept the bid, since it was in the custody of the institution a the time of the deadline
 - b) return the bid, as it was the bidder's responsibility to get the bid into the purchasing office by the deadline
 - c) accept the bid and open it for price comparison, but do not consider the late bid for award

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Ethics Questionnaire

- 11. Your invitation to bid specified that a sample must accompany the bid in order for it to be considered. The low bidder offered an item meeting specifications, but did not submit a sample. Would you consider the low bid?
 - a) yes
 - b) no

- 12. Your invitation to bid specified that a sample must accompany the bid in order for it to be considered. The low bidder provided a sample, which did not meet specifications, but after you discovered the deficiency, the supplier offered to fill your order with goods, which did meet the specifications. Would you recommend the low bid?
 - a) yes
 - b) no

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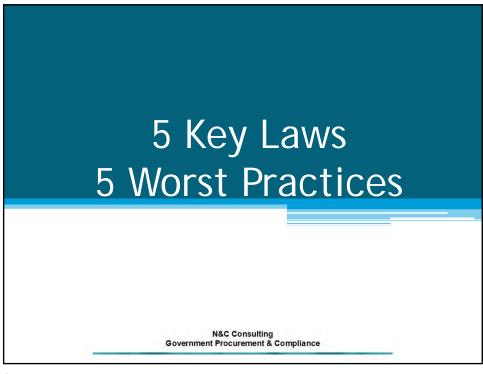
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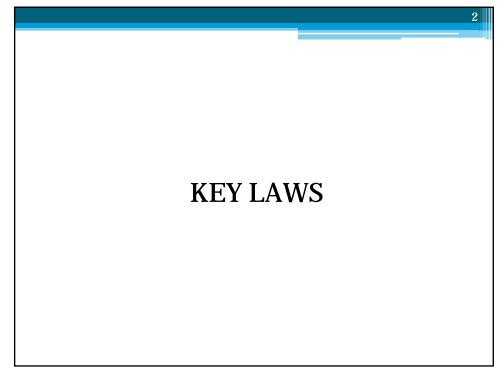
TOP 5 KEY ELEMENTS & TOP 5 WORST PRACTICES DONE BY PURCHASING PEOPLE



SPEAKERS:

Carol Cooper Narita Holmes





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Texas Government Codes and Statutes

- Prohibition legislation
- Construction
- Reciprocal penalties
- Payments

2

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PROHIBITION LEGISLATION



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Prohibition Legislation GOVERNMENT CODE 2400

RELIGIOUS ORGANIZATION PROTECTION

A state agency, governmental entity or political subdivision of this state may not take any adverse action against any person based wholly or partly on the person's membership in, affiliation with, or contribution, donation or other support provided to a religious organization. Relief is available

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Prohibition Legislation GOVERNMENT CODE 2400

RELIGIOUS ORGANIZATION PROTECTION Consequences

Relief Available

- (1) Injunctive relief;
- (2) Declaratory relief; and
- (3) Court costs and reasonable attorney's fees

Sovereign or governmental immunity, as applicable, is waived and abolished.......

Prohibition Legislation GOVERNMENT CODE 2272

PROHIBITED TRANSACTIONS WITH ABORTION PROVIDER

A governmental entity or political subdivision of this state may not enter into a taxpayer resource transaction with an abortion provider or an affiliate of an abortion provider

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Prohibition Legislation GOVERNMENT CODE 2272

PROHIBITED TRANSACTIONS WITH ABORTION PROVIDER

Consequences

The attorney general may bring an action in the name of the state to enjoin a violation. Sovereign or governmental immunity is waived

Prohibition Legislation GOVERNMENT CODE 2252

COMPANIES ENGAGED IN BUSINESS WITH IRAN, SUDAN, OR A FOREIGH TERRORIST ORGANIZATION.

A governmental entity may not enter into a governmental contract with a company that is identified on a list prepared and maintained by the Comptroller's office

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Prohibition Legislation GOVERNMENT CODE 2274

NO CONTRACT OR AGREEMENT RELATING TO CRITICAL INFRASTRUCTURE WITH FOREIGN-OWNED COMPANIES

That would grant to Vendor direct or remote access to or control of same.

Critical Infrastructure means:

- A communication infrastructure system
- Cybersecurity system
- Electric grid
- Hazardous waste treatment system
- Water treatment facility

Prohibition Legislation GOVERNMENT CODE 2274

NO CONTRACT OR AGREEMENT RELATING TO CRITICAL INFRASTRUCTURE WITH FOREIGN-OWNED COMPANIES

Foreign-owned means:

- China
- Iran
- North Korea
- Russia
- Or a country designated by the Governor

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Prohibition Legislation GOVERNMENT CODE 2271 and 808

DOES NOT/WILL NOT BOYCOTT ISRAEL

Vendor must certify and verify in **writing** that neither the Vendor, nor any affiliated company of the Vendor does not and will not boycott Israel during the term of the Agreement.

Exemptions:

- Company with less than 10 full-time employees
- Contract value is less than \$100,000
- Sole proprietorship

Prohibition Legislation GOVERNMENT CODE 2274 and 809

NO BOYCOTTING OF CERTAIN ENERGY COMPANIES

A governmental entity may not enter into a contract with a company for goods or services unless the contract contains a **written** verification from the company that it does not and will not boycott energy companies during the term of the contract.

"Certain" is explained in GC 809 and relates to fossil fuel-based energy

Exemptions are the same as the Israel legislation

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Prohibition Legislation GOVERNMENT CODE 2274

NO DISCRIMINATION AGAINST FIREARM AND AMMUNITION INDUSTRIES

The company must verify in **writing** it does not have a policy or practice of discrimination and will not discriminate during the term of the contract.

Exemptions are the same as the Israel legislation and certain contracts are exempted



Construction GOVERNMENT CODE 2258

PREVAILING WAGE RATES

Requires payment of prevailing wage rates on construction of any public works on behalf of the State of Texas or local governments in the state.

Texas Workforce Commission

Prevailing Wage Issues (texas.gov)

Construction GOVERNMENT CODE 2258

PREVAILING WAGE RATES

Willful violation or the act which requires compliance with prevailing wage rates is a misdemeanor.

Punishment is a fine not to exceed \$500, or imprisonment not to exceed 6 months, or both, Class B misdemeanor

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Construction LABOR CODE 406.096

WORKER'S COMPENSATION

Worker's Compensation is required for a building or construction contract

Have you been Injured at work?

Construction 28 TEXAS ADMINISTRATIVE CODE CHAPTER 110, RULE 110.110

WORKER'S COMPENSATION

- If Workers' Compensation coverage is not provided according to this ruling, the government may declare the contract void
- Work on the project may be stopped immediately if it is found that there is not proper coverage
- The governmental entity may be fined

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RECIPROCAL PENALITIES

Reciprocal Penalties GOVERNMENT CODE 2252

Subchapter A. Nonresident Bidders

Places reciprocal penalties on vendors in those states that penalize Texas vendors at the same rate imposed on Texas bidders.

Subchapter B. Retained Public Works Contract Payments

Provides for payment of interest on certain retained public works contract payments

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2.2

PAYMENTS

Payment GOVERNMENT CODE 2251

PROMPT PAY ACT

Requires all state agencies and local governmental entities to make payment for goods and services within 30 days of receipt of the good or service or receipt of the invoice, whichever comes later. If not paid within 30 days, interest must be paid at a rate of 1% per month.

23

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Payment GOVERNMENT CODE 2251

PROMPT PAY ACT

2021 87th Legislative requirement Governmental entities **must** notify vendors of disputed amounts in an invoice not later than the 21st day after receipt of the invoice and include in the notice a detailed statement of the amount disputed. The entity may withhold from payments required no more than 110 percent of the disputed amount.

Advanced Payments

Can governmental entities make advanced payments?

- Yes
- No
- Maybe

Ask your attorney?

YES

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Advanced Payment - Political Subdivision

Texas Constitution Article 3 Section 50 and 52

Except as otherwise provided by this section, the Legislature shall have no power to authorize any county, city, town or other political corporation or subdivision of the State to lend its credit or to grant public money or thing of value in aid of, or to any individual, association or corporation whatsoever....

Exceptions are for specific improvement projects as listed.

Advanced Payment Sources

- Ed. Code 62.021 (a)
- GC 2133.002 (2)
- GC 2151.003 (1)
- GC 2155.383
- GC 2155.386
- GC 2175.001 (10a)
- GC 2175.368 (2)
- GC 656.041-.049

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WORST PRACTICES

Neglecting Vendor Relations

- Level playing field
 - All potential vendors have the same information
 - Specifications are impartial
 - Solicitation and contract administration is reasonable (not onerous)

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Neglecting Vendor Relations

- Ease of response process
 - Reduce processes inefficiencies, roadblocks, ambiguities, red tape
 - Consider vendors response time and effort

Ignoring Internal Controls

- Checks and Balances
 - Segregation of duties
 - Documentation
 - Compliance
 - Technology safeguards
 - Contract management

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Ignoring Internal Controls

- Verify Everything
 - $\mbox{\ }^{\square}$ Solicitation response information
 - Three-way transaction match
 - P- Card compliance

If It's Not in Writing

- Ethics
- Purchasing Manual
- P-Card Manual
- Desk Top Procedures
- Check Lists
- Inventory Management
- Training and Certification Programs
- Staff Performance Measures

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Narita Holmes, MBA, C.P.A., CIA naritaholmes@utexas.edu 432-349-0116 Carol Cooper, C.P.M., CPPO, CPSM cacooper@tx.rr.com 214-202-5903 Texas Lited States Cooperative Carolic Sector Solvicion Center The materials provided in this presentation and any comment or information provided by the presenter are for educational purposes only and radiang conveyed or provided should be remothered legil advise. Preser created your own attorney with any specific questions you have related to the information provided than the conditive of the information provided by the presenter are for educational purposes only and radiang conveyed or provided should be remothered by gill advise. Preser created your own attorney with any specific questions you have related to the information provided than a control of the control of the information provided



TIMELINE 2022

NEGOTIATIONS -THE ART OF COMPROMISE



SPEAKER:

Mark Rogers

Negotiations: The Art of Compromise

Mark J. Rogers, C.P.M.

1

WHAT IS NEGOTIATION?

 Bargaining process between two or more parties trying to reach an agreement

WHO NEGOTIATES?

Everyone negotiates something nearly every day.

Negotiate with child, spouse, parent, partner, colleague, home buyer/seller, car buyer/seller, contractor, employer/supervisor, insurance company, heirs

3

WHAT DO YOU NEGOTIATE?

Bedtime, dinner choice, keys, tasks, coverage, price, timeline, raises, benefits, settlement, division of property

WHEN DO YOU NEGOTIATE?

When the anticipated results will likely merit the effort and you can and are willing to compromise

5

WHY DO YOU NEGOTIATE?

• To produce something better than the results you can obtain without negotiating

WHERE DO YOU NEGOTIATE?

- Face to Face is generally most effective
- Home court
- Seller's place
- Neutral site
- Generally seller's site if personal purchase and buyer's site if commercial purchase

7

HOW DO YOU NEGOTIATE?

- Establish rapport
- Observe Baseline Behavior
- Listen Actively
- Focus
- Maintain Credibility
- Never Lie
- Use of Silence

PRINCIPLED NEGOTIATION

- Building and Maintaining Relationships
- Separate the People from the Problem
- Focus on Interests, not Positions
- Look for Options

9

BRAINSTORMING

One "wild" idea voiced by one participant can stimulate ideas in others which would not have occurred to them if they were working independently.

OBJECTIVE CRITERIA

- Insist on using Objective Criteria
 Widely recognized factual information,
 independent of parties to the negotiation
- Book value
- Comparable sales
- "One cuts, the other chooses"

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PLANNING

- Will determine success or failure
- Adequate planning is essential to decision making in negotiation
- Analyze proposal
- Research
- BATNA
- Reservation Price
- Agenda

TEAM or INDIVIDUAL

- High complexity, high cost and high risk merit team negotiation
- Severe time limits like emergency purchase and routine renewals and extensions are typically handled by individual

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BODY LANGUAGE

- Baseline behavior
- Indicators of Interest

Eyebrow Flash

Forward Body Angle

Palms Up

BODY LANGUAGE INDICATORS

Discomfort
 No Eye Contact
 Fast Blinking Eyes
 Fidgeting
 Arms Crossed

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Body Language Blunders

- Personal Space—Not less than 18 inches
- Appropriate Eye Contact ~ 60%
- Slouching—Sign of Disrespect
- Watching Clock—Disrespect, Impatience, Inflated Ego
- Turning Away—Disinterest, Discomfort, Distrust

More body language blunders

- Exaggerated Nodding—Anxious for Approval
- Exaggerated Gestures—Stretching for Truth
- Weak Handshake—Lack of Authority or Confidence
- Strong Handshake—Aggressive, Attempting to Dominate

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Documentation

- Take Legible Notes
- Summarize

Issues

Results

Action items

Important Dates and Deadlines

More Documentation

- Share Summary with Contractor
- Use Summary in developing contract
- Don't "skimp" on the contract

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TIPS

- Practice
- Persistence
- PATIENCE
- Splitting the difference
- NEVER LIE

REFERENCES

- Getting to "Yes"-Negotiating Agreement Without Giving In, Roger Fisher and William Ury
- Kiss, Bow or Shake Hands, Terry Morrison and Wayne Conaway

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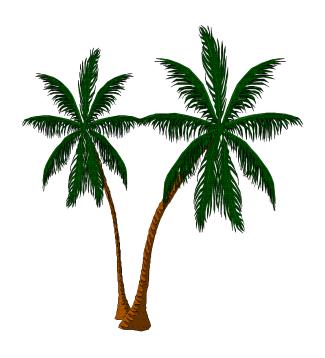
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TIMELINE 2022

EVALUATIONS AND STEPS TO APPROVED SUCCESSFUL VENDOR



SPEAKER:

Philip Vasquez

Evaluation Steps to Approve Successful Vendors

By:

Phillip Vasquez, Managing Director And President Date: September 29, 2022

SHEPHERD GOVERNMENT SERVICES GROUP

1

Introduction: Various Processes

Different types of Processes

- Small Dollar Purchases typically \$1-\$4999.99 or \$1-\$9999.99
- \$5000-49,000
- Invitation to Bid or often Called "Hard Bid"
- Request For Proposals
- Request for Competitive Sealed Proposals
- Request for Qualifications
- Reverse Auction
- Cooperative Purchasing
- Amazon and Other Platforms
- Sole Source

Introduction

- Begin with the End in Mind as they say
- •DOES THE DISTRICT HAVE A SOURCING PLAN?
- •WHAT IS A SOURCING PLAN?
- •Basically, it is determining not only the Specifications but in includes:
- The Market
- The Process
- The Stakeholders
- Basically, a Plan to succeed

3

Determine the Right Method

- •Texas Statutes and Regulations
- Organizational Culture
- •Perspective and View of the Organization
- •Research the Market, Products, and Suppliers (Vendors)

Statutes and Regulations

•Education Code 44.31

(Goods and Services)

•LGC 252, 262, 791, and 271

(Coop Purchasing)

•Government Code 2269

(Construction)

Grants

(Grant Rules)

5

Organization Requirements

Local Policy

(and Procedures)

Unwritten Policy

(undocumented but followed)

- Organization Requirements
- Organization Buy-In and Support
- Taxpayer requirements

(Tie into the Mission Statement)

User Requirements

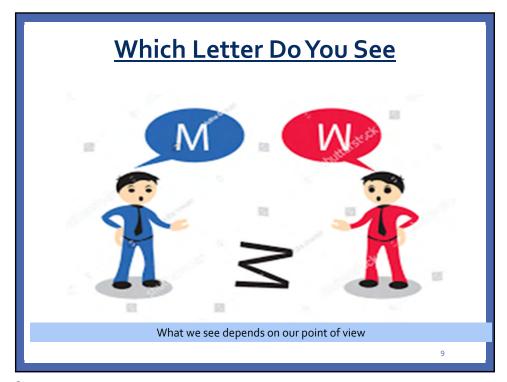
Always meet with Users

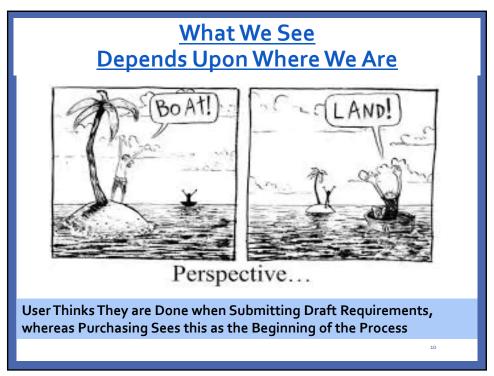
- Get Requirements (Not just Specs)
- •Get Timelines (When do they need It)
- •Do Research (the Amount Is Determined by Time)
- •Analyze Market including other Local Governments (Can you Piggyback)
- •Obtain Approval of *Process (User or Governing Board or Both)*

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Reconcile Purchasing Viewpoint and User Perception with Teambuilding

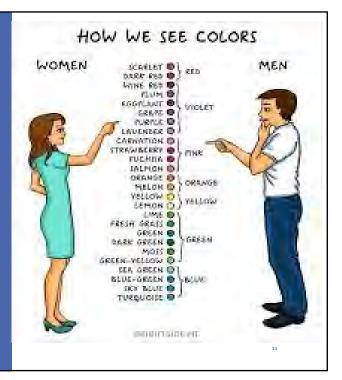
Important to get on the Same Page





Perspectives

Its Important to Agree on What the needs and Requirements are in the Beginning. Are we saying the same thing?



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Small Dollar Purchases

- >Typically, Local Policy for Purchases below \$5000-\$10,000 and Require one Valid Quote
- > Feds allow up to \$10,000
- >State allows up to \$49,999.99
- >Typically, Any Purchase over single quote could Require 3-5 or more quotes
- Studies show the amount of Savings declines significantly after 5 quotes
- Local Policy must be Approved by Governing Board

Invitation to Bid

Typically Means:

- Lowest, Responsible, Responsive, Compliant Bidder meeting Bid Specifications
- Often Used because Its Quantifiable
- Very Important to get the Specs Correct
 - Otherwise: We may not get what the Local Government Wants or Needs
- May Lead to Protests
- Must be Very Precise in Requirements
- Must be Defendable if Requirements cannot be met by more than one or two bidders

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Request for Proposal

Most Typically used Today

- Must Follow Statutory Requirements of Evaluation Criteria
- •Education Code is 44.31
- Cities is LGC 252
- Counties is LGC 262
- •LGC 271 and 791
- Previously, somewhat subjective
- Becoming More quantifiable

RFP Process

- Evaluation Team consisting of 3-5 or more but should have an odd number up to 9 depending on the Commodity
- Evaluation Team approves or at Least receives Copy of RFP
- Evaluation Team signs NDA to not discuss or disclose information of the RFP
- Evaluation Team should only include the stakeholders including Subject Matter Expert
- Purchasing may or may not be a voting member
- Evaluation Team Receives copies of Proposals with Timeline including Meetings

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Evaluation Team Roles

- Current Best Practices have Purchasing scoring the Pricing and Costs but may Need Input from the Subject Matter Expert
- Purchasing may or may not be a scoring member
- References are checked with Results sent to scoring members
- Today there are tools available to Score Proposals Electronically and this helps quantify scores
- It is Mandatory to make Evaluation
 QUANTIFIABLE Instead of Subjective

Scoring: Sample Score Sheets are at the end of this presentation (Example Below)

Item	Description		Score	
1.	Purchase Price total available			
1.A	Not-to-Exceed Price:			
1.B	Not-to-Exceed Retail Service Fee)			
2.	The reputation of the vendor and of the vendor's goods or services			
2.A	Provide at least five (5) references from public institutions that you currently serve			
	Please include institution name, address, contact person, phone number, email address, Annual usage, & Years served			
2.B	тво			
2.C	provide information regarding the financial ability of your company to perform the obligations requested in this RFP			
	Credit rating of the legal entity that will be the counterparty for electric service. If the legal entity that will be supplying electric power is not publicly rated, please provide the credit rating of the parent company if applicable			
	If no credit rating is available, please provide information substantial enough to evaluate the financial integrity of your organization. Most current year audited financial statements are preferred			
	Provide a statement of any active lawsuit, arbitration, or mediation your company is currently involved with			

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Vendor Presentations and Discussions

- Each Vendor Meeting predetermined Score may be invited for vendor presentations if the process allows for and was included in the potential timeline
- Vendors that Do Not meet this criteria may be determined to not being Susceptible for Award
- Vendors Will be Given Equal Time for Presentations and be offered the Same Clarification Questions (Remember this is a proposal not a Sealed proposal with BAFO)
- May allow for Site Visits
- Proposals maybe rescored and reranked with Recommendations to the Governing Board for Award or Awards

Request for Competitive Sealed Proposals

This process is Similar to the RFP Process with Additional Steps

- May Include Negotiation
- May Include Site Visit
- May Include a Best and Final Offer sent to the top Proposers or Proposer
- This may be the most complicated process but also offers the most value in terms of price and Product/Service
- This gives vendors the opportunity to open their costs to show how to reduce costs but maybe take on more Risk.

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Request for Qualifications

- RFQ is also Complicated But reserved for Statutory Professions that are except from Bidding
- This is Covered in other Workshops and not Covered in Detail
- Select the most qualified and Negotiate Price
- If Reasonable Price cannot be negotiated, may move to the next qualified firm to negotiate but can still go back to the most qualified firm

Reverse Auction

- This is an alternative for selecting Awarded Vendor but not widely used in Texas
- It is an electronic bidding platform where vendors bid lower prices until the bidding ends.

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Cooperative Purchasing

- This is an easy way to find awarded suppliers that have already been evaluated for local government contracts
- •There is a lot of information Available on Cooperative Purchasing and Sourcing
- Legally Compliant and a good way to acquire the commodities needed with previously awarded vendors

Amazon and other Online Platforms

- Amazon has been awarded an Omnia Partners Contract
- Can Find almost any product on Amazon with multiple sellers
- Generally organized around Price
- Often has local vendors Selling on the Platform and will take your list of suppliers and contact these suppliers to be added to Amazon's Platform
- Should note, normally sales are based on their terms and conditions.

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Sole Source

- Do NOT Panic if your District has a Sole Source purchase
- Districts can negotiate terms and conditions or even volume discounts using an Understanding of the Marketplace and the components of the costs
- However Sole Source Purchases are typically rare or not Sole Source as claimed by Suppliers
- I have used the monopoly argument to make sole source purchases in the past

<u>Procurement Source Planning</u> <u>for Vendor Awards</u>

With the End in Mind, It is recommended for Local Governments to have a Sourcing Plan for major Contracts or Major Purchases

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Discussion on Sourcing Plans

- I. The Procurement Process Creating a Sourcing Plan
- 1. What do we want to do? -
- 2. Can we have a positive impact? _____
- 3. Identify and review the stakeholders. –______
- Examples of previous success-
- 5. Plan for Sourcing? _____
- 6. Champion of the procurement? -
- 7. Identify the Procurement Process. <u>RFP, IFB or RFCSP? Recommend RFCSP to allow BAFO?</u>
- 8. Identify the business requirements _____
- Date completed by ______.

II. User need for product or service	
•ACME Products	
Opportunity to create Contract for	
> Reduce the cost or Improve Effectiveness.	
Meet with Stakeholders. Date Completed	
2. Stakeholders identify the needs. Date Completed	
> USER, Executive Sponsor, or Other - Ch	hampion
> Suppliers are Stakeholders	
> Others	
• In process – Need to Meet with User Department Stakeho	olders
Date Completed	
 In process – Need to meet and or identify 2-3 potential su 	uppliers

Sourcing Plans

I. Process

1.	Issue RFCSP Date	
1.	ISSUE RECOP Date	

- > Pre-Bid Meeting. Date_____
- > Any Addendums. Date_____
- Receive Proposals. Date_____
- 2. Determine Non-responsive proposals and disqualified.
- > Site Visit for Equipment and facilities. Date____If Necessary
- Site up-to-date? –Yes/No
- ➤ Ability to expand in the future or meet the future capacity? Yes/No
- > Can they support the contract? Yes/No
- > Ramp-up capabilities? Yes/NO
- Process cycle times? Yes/No

Sourcing Plans

- Process (continued)
- Reliable quality control program? Yes/NO
- General housekeeping? Yes/No
- > Working conditions? Yes/No
- Status of back orders? Yes/No
- > Technology to support the contract? Yes/No
- Customer Support for the contract? Yes/No
- Sales support for the contract? Yes/No
- Safety Training Program? Yes/No
- Good Safety Record? Yes/NO
- > Training requirements? Yes/No
- Proper Insurance requirements? Yes/No

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Sourcing Plan

- 3. Demonstrated Management Capabilities
- Project management skills? Yes/No
- > Stable, harmonious team? Yes/NO
- Do they view you as customer or a partner? Yes/No
- Long-range strategic vision? Yes/No
- Leadership? Yes/No
- 4. Demonstrated Information Systems
- Up to date? Yes/No
- Ability to order electronically and track delivery? Yes/No
- > Ability to submit Electronic Invoices? Yes/No
- Ability to accept EFT or ACH payments? Yes/No
- Ability to track usage by running self-reports? Yes/No

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Sourcing Plan

- I. Undertake Proposal Analysis
- Procurement must work with the suppliers and its internal customers to analyze the process to understand where opportunities exist to eliminate waste and increase value delivery.
- Supplier evaluation
- In-depth evaluation is required for major purchases. It begins with a list of potential suppliers. Existing suppliers with good track records should not be ruled out. Supplier assessment criteria. Begin evaluation process.
- 1. The RFCSP Evaluation Team identified. Date______
- 3. Score Sheets and copies of the proposals are distributed after NDA's are signed.
 Date Completed by______
- 4. Preliminary Scores of RFPs with questions.
- 5. Presentations or Site Visit of Suppliers. Date___to be determined

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Sourcing Plan

V. Supplier evaluation criteria

· Planning and control systems

- Does the supplier have well-developed systems for planning material, personnel, and capacity needs? Yes/No If not, why not?
- Does the supplier track key performance measures, such as throughput time, quality levels, and costs? Are these measures compared to performance objectives or standards? Yes/No
- Customers may easily to interact with the supplier's forecasting, planning and control systems? Yes/No
- 1. Minimum typical evaluations to consider
- Price
- Quality
- Service
- Delivery
- Experience with the Supplier
- References
- Using a Weighted Point evaluation system, purchasing can rank suppliers according to some of these

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Sourcing Plan

vi. Recommendation

- 1. Using the information provided as well an the Excel spreadsheet, evaluate the following:
- Consider the critical factors that you should consider when deciding whether to single source or multiple source. Yes/No
- Provide your recommendation for awarding this contract using a formal weighted point supplier evaluation tool that you have developed. Date
 Completed

Completed_____

Are there any other factors to consider when evaluating the worthiness of potential suppliers? Yes/No

Sourcing Plan

· VII. Create an Implementation Plan

- An Implementation plan requires the District to assess and manage the change so that the benefits of the Shared Services strategy are realized. Yes/No
- 1. The plan must be created in a way that ensures:
- > The benefits identified in the strategy are delivered in full and on time.
- Change will take place successfully and in accordance with a realistic time plan.
- > Risks have been considered and the appropriate contingencies are built into the overall plan.
- 1. What makes a good plan?
- > Implementation is time-intensive and often has a high failure rate.
- Successful implementations are properly planned and communicated during the creation of the strategy, and then are actively executed and continually managed to completion.
- As the strategy is being developed, the procurement team will identify which areas of the business will be impacted, directly and indirectly.
- During implementation, measurement and attainment of results and the identification of key milestones help to ensure success.

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Sourcing Plan

VIII. Ongoing Contract Management

- Once the program is fully rolled out. It is important to follow-up with the stakeholders.
- > Survey local governments using the program after the first 30 days
- Survey local governments using the program after the first 90 days.
- > Survey the Supplier/s using supporting the program after the first 30 days.
- Survey the Supplier/s supporting the program quarterly.
- Renew or non-renew contract, re-negotiate discount and other changes as needed.

Conclusions

- Local Governments have various methods of finding and awarding qualified Vendors offering a fair cost, the lowest responsible bidder, or negotiating a better service/product and reducing proposal cost
- To Ensure finding the right vendor and keeping them performing, Using a Sourcing Plan can help any organization
- However, many organizations do not have time to implement sourcing plans due to changing priorities and staffing shortages
- Sourcing Plans can be justified by creating actual areas of responsibility and who is responsible for their part of selecting better contract awards
- >Purchasing can benefit due to being spread thin

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THE END

June 23, 2022
Contact: Phillip Vasquez
Managing Director/President
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SHEPHERD GOVERNMENT SERVICES GROUP

Evaluation Score Sheet

Vendor _			
Date			
RFP No:	RFP #XXX-2022-0-00	RFP Title:	
Evaluato	r's Name (Print)		_
Evaluato	r's Signature		

Item	Description	Possible Points	Score
1.	Purchase Price total available	25	
1.B	Discount on Catalogs Compare Sample product list		
2.	The reputation of the vendor and of the vendor's goods or services	3	
	Provide at least 5 references from public institutions that you currently serve with at least 3 school districts		
	Please include institution name, address, contact person, phone number, email address, Annual usage, & Years served		
3.	The quality of the vendor's goods or services	25	
	Sample Contract. Please provide all standard contract documents your company would require District to execute if your company was selected.		
	To provide Awards, Trophies and Promotional items to all of the 791 Purchasing Cooperative members:		
	For items defined as: to include, but are not limited to; plaques, trophies, medals, certificates, apparels, customized items used to promote an event, service or district program/project including advertising specialties, incentives, business gifts, awards,		

	prizes, imprinted and/or customized key chains, decals, note pads, pencils, pens, highlighters, portfolios, tote bags, mugs/glassware, lanyards, school planners, general novelty items, and any other promotional items to all of the 791 Purchasing Cooperative members on "as needed" basis. Any actual sales between the awarded respondent(s) and a 791 PURCHASING COOPERATIVE member will be governed by the awarded respondent(s) by this RFP and in the Vendor Agreement.		
4.	The total long-term cost to District to acquire the vendor's goods or services. Prices Remain Firm and not exceed 15% escalation over the term of the award get points.	10	
5.	Extent to which the Goods or Services meet the Needs	25	
	Company overview.		
	Current state and local government volume served by your company in your markets?		
	How many employees work within your organization?		
	Address of each principal office maintained in serving Districe.		
	Qualifications and Certifications of Team performing Work		
6.	Vendor's Past Relationship: 0-2	2	
7.	Impact on the Ability of the District to Comply with Laws and Rules Relating to Historically Underutilized Businesses	0	
	This factor has been considered and due to the foregoing, no points will be assigned.		
	NOTE: Failure to agree to comply with the federal regulations in the forms herein shall make use of federal funds to purchase the goods or services proposed unallowable.		
	There are no Texas laws that apply to this procurement but since federal funds are anticipated to be utilized during the life of this contract, the Proposer should agree to abide by the federal regulations in the forms contained in this solicitation document related to underutilized businesses in its subcontracting practices.		

8.	Experience: (10) point weight - <1 year = 0 points; 1 -3 years = 5 points; 4-5 years = 8 points; >5 years = 10 points	10	
9.	Residency: has been considered and assigned a weight of 0 points. For a contract for goods and services, other than goods and services related to telecommunications and information services, building construction and maintenance, or instructional materials, whether the vendor or the vendor's ultimate parent company or majority owner:	0	
9.A	has its principal place of business in this state; or	0	
9.B	employs at least 500 persons in this state; and	0	
	Federal funds may be utilized during the life of this contract, and residency is a prohibited criterion under federal regulation,		
	TOTAL	100	

Comments:		 	
	_		

Creating a Sourcing Plan:

I. The Procurement Process – Creating a Sourcing Plan

She	epherd
1.	What do we want to do?
2.	Can we have a positive impact?
3.	Identify and review the stakeholders. –
1.	Examples of previous success
5.	Plan for Sourcing?
ŝ.	Champion of the procurement?
7.	Identify the Procurement Process RFP, IFB or RFCSP? Recommend RFCSP to allow BAFO
3.	Identify the business requirements –
Da ⁻	te completed by
۱.	User need for product or service
1.	Opportunity to create Contract for
	Reduce the cost or Improve Effectiveness.
2.	Meet with Stakeholders. Date Completed
3.	Stakeholders identify the needs. Date Completed
	Champion - Champion
	Suppliers are Stakeholders
	> Others

In process – Need to Meet with User Department Stakeholders
Date Completed
In process – Need to meet and or identify 2-3 potential suppliers
Date Completed by
III. RFP should contain:
District
 Description of required service or needs. – In Process
Date Completed by
Insurance Requirements – Completed
Date Completed by 1-4-22 from previous procurement
Quantity and delivery requirements. – <u>Unknown</u>
Legal Requirements identified. Date Completed 1-4-22 from previous procurement
Estimated usage. – <u>Unknown but estimated to about \$400,000</u> .
▶ Date of project begins (this starts the tracking cycle). – 1-4-12
Expected Cost Recovery – \$
> Measurement of Supplier performance
> Statements of Work (SOW) for services specify the work that is to be completed, when it is needed, and what type of service provider is required. – In Process
Date Completed
Date Step Completed By

IV. Process

1.		Issue RFCSP Date
	>	Pre-Bid Meeting Date
	>	Deadline for Questions Date
	>	Any Addendums Date
	>	Receive Proposals Date
2.		Determine Non-responsive proposals and disqualified.
	>	Site Visit for Equipment and facilities. – DateIf Necessary
	>	Site up-to-date? –Yes/No
	>	Ability to expand in the future or meet the future capacity? – Yes/No
	>	Can they support the contract? Yes/No
	>	Ramp-up capabilities? - Yes/NO
	>	Process cycle times? – Yes/No
	>	Reliable quality control program? Yes/NO
	>	General housekeeping? Yes/No
	>	Working conditions? Yes/No
	>	Status of back orders? Yes/No
	>	Technology to support the contract? Yes/No
	>	Customer Support for the contract? – Yes/No
	>	Sales support for the contract? – Yes/No
	>	Safety Training Program? Yes/No
	>	Good Safety Record? Yes/NO
	>	Training requirements? Yes/No

Prop	วer Insurar	nce requirer	ments? Ye s	s/No
------	-------------	--------------	--------------------	------

- 3. Demonstrated Management Capabilities
 - > Project management skills? Yes/No
 - > Stable, harmonious team? Yes/NO
 - > Do they view you as customer or a partner? Yes/No
 - Long-range strategic vision? Yes/No
 - > Leadership? Yes/No
- 4. Demonstrated Information Systems
 - > Up to date? Yes/No
 - > Ability to order electronically and track delivery? Yes/No
 - ➤ Ability to submit Electronic Invoices? Yes/No
 - ➤ Ability to accept EFT or ACH payments? Yes/No
 - ➤ Ability to track usage by running self-reports? Yes/No

V. Undertake Proposal Analysis

Procurement must work with the suppliers and its internal customers to analyze the process to understand where opportunities exist to eliminate waste and increase value delivery.

Supplier evaluation

In-depth evaluation is required for major purchases. It begins with a list of potential suppliers. Existing suppliers with good track records should not be ruled out. Supplier assessment criteria. Begin evaluation process.

1.	The RFCSP Evaluation T	eam identified. Date	
	=		

- 2. RFPCSP Team has initial Meeting. **Date**_____
- 3. Score Sheets and copies of the proposals are distributed after NDA's are signed. Date Completed by_______

4.	Pre	eliminary Scores of RFPs with questions.
5.	Pre	sentations or Site Visit of Suppliers. – Dateto be determined
٧.	Su	pplier evaluation criteria
Pla	nnin	ng and control systems
	>	Does the supplier have well-developed systems for planning material, personnel, and capacity needs? Yes/No If not, why not?
	>	Does the supplier track key performance measures, such as throughput time, quality levels, and costs? Are these measures compared to performance objectives or standards? Yes/No
	>	Customers may easily to interact with the supplier's forecasting, planning and control systems? Yes/No
1.	Mir	nimum typical evaluations to consider
	>	Price
	>	Quality
	>	Service
	>	Delivery
	>	Experience with the Supplier
	>	References
	>	Using a Weighted Point evaluation system, purchasing can rank suppliers according to some of these criteria.
VI.	Re	commendation
1.	Usi	ng the information provided as well an the Excel spreadsheet, evaluate the following:
	>	Consider the critical factors that you should consider when deciding whether to single source or multiple source. Yes/No
	>	Provide your recommendation for awarding this contract using a formal weighted point supplier evaluation tool that you have developed. Date Completed
	>	Are there any other factors to consider when evaluating the worthiness of potential suppliers? Yes/No

VII. Create an Implementation Plan

- An Implementation plan requires the District to assess and manage the change so that the benefits of the Shared Services strategy are realized. Yes/No
- 1. The plan must be created in a way that ensures:
 - > The benefits identified in the strategy are delivered in full and on time.
 - Change will take place successfully and in accordance with a realistic time plan.
 - Risks have been considered and the appropriate contingencies are built in to the overall plan.
- 2. What makes a good plan?
 - Implementation is time-intensive and often has a high failure rate.
 - > Successful implementations are properly planned and communicated during the creation of the strategy, and then are actively executed and continually managed to completion.
 - As the strategy is being developed, the procurement team will identify which areas of the business will be impacted, directly and indirectly.
 - > During implementation, measurement and attainment of results and the identification of key milestones help to ensure success.

VII. Ongoing Contract Management

- > Once the program is fully rolled out. It is important to follow-up with the stakeholders.
- Survey local governments using the program after the first 30 days
- > Survey local governments using the program after the first 90 days.
- Survey the Supplier/s using supporting the program after the first 30 days.
- Survey the Supplier/s supporting the program quarterly.
- Renew or non-renew contract, re-negotiate discount and other changes as needed.

RFP EVALUATION COMMITTEE

CERTIFICATION OF CONFIDENTIALITY AND NO CONFLICT OF INTEREST

Please read this document in its entirety, complete as directed, initial each page, sign where indicated and give the original document to the Issuing Officer for the RFP. The Issuing Officer will provide you with a copy of the completed document.

RFP Description
F -1 -1 - 1 - 1 - 1 - 1 - 1 - 1 - 1 - 1
Evaluator Name
ssuing Officer
Issuing Agency

To protect the integrity of the public procurement process, it is essential that proposals be evaluated in an unbiased manner and without conflict of interest, and that the contents of proposals remain confidential throughout the evaluation process. You have been selected as an evaluator/subject matter expert not only because of your managerial/technical expertise, but also because the Issuing Office and your supervisor are not aware of any bias, business or family relationships, or any other conflicts that could affect, or which could be perceived to affect, your fair, honest and impartial participation in the evaluation of proposals. As an evaluator/subject matter expert you are expected to:

- 1) discharge your duties impartially so as to assure fair, competitive access to procurement by responsible contractors, and
- 2) conduct yourself in a manner which fosters public confidence in the integrity in the procurement process.

Part I - No Foreseeable Conflict of Interest or Bias

I certify that I, and to the best of my knowledge, members of my immediate family, in accordance with the State of Texas Chapter 176, Local Government Code:

- 1) Are not current or former employees of less than 2 years prior of any of the firms in the industry that I foresee would submit a proposal.
- 2) Are not directors, officers, owners, partners, agents, or representatives of any of the firms in the industry that I foresee would submit a proposal.
- 3) Do not hold any stock or any financial interest in any of the firms in the industry that I foresee would submit a proposal (own less than 1% of the outstanding stock).

I certify that I will not during the RFP process:

Initials_			
	Dago	1	of ?

RFP EVALUATION COMMITTEE

- 1) Solicit or accept, directly or indirectly, any promise of future employment or business opportunity from, or engage, directly or indirectly, in any discussion of future employment or business opportunity with, any director, officer, owner, partner, employee, representative, agent or consultant of an offeror that submits a proposal, or their proposed subcontractors.
- 2) Ask for, demand, exact, solicit, seek, accept, receive, or agree to receive, directly or indirectly, any money, gratuity, or other thing of value from any director, officer, owner, partner, employee, representative, agent, or consultant of an offeror that submits a proposal, or their proposed subcontractors for this project. I will advise my immediate family that the acceptance of any such gratuity may be imputed to me as a violation, and must therefore be avoided by them.

I understand that my obligations under this certification are of a continuing nature. I will immediately seek the advice of my Counsel or my Department Director and to report the circumstances to the Chief Procurement Officer if at any time during the RFP process:

- 1) I receive a contact from an offeror that submits a proposal, or their proposed subcontractors, concerning employment or other business opportunity.
- 2) I receive an offer of a gift from an offeror that submits a proposal, or their proposed subcontractors.
- 3) I encounter circumstances where my participation might result in a real, apparent, or potential conflict.

Part II - Confidentiality

- 1) I certify that I will not divulge nor make known, in any manner whatsoever, to any person, other than a member of the RFP evaluation committee or other individual who has a confidentiality statement for the same procurement, or to an investigatory or law enforcement authority (after consultation with the individual's Counsel), any information (which has not already been made available to the public or all interested offerors) pertaining to any and all aspects of the RFP including but not limited to the contents of offerors' proposals, the scoring method, points allotted, evaluator scores, costs, or any other confidential information regarding the RFP process.
- 2) I understand that unauthorized sharing of information may give an offeror an unfair advantage over another offeror and thereby render the process invalid.
- 3) I understand that if I divulge such information I may be subject to disciplinary action, including termination of my employment.

Part III - Exceptions	
Any exceptions to the certifications that I have made in completing this certification are listed below.	
If additional space is needed, attach additional pages and initial each page of the addition.	
Check here $oxedsymbol{\square}$ if there are no exceptions to the certifications.	

RFP EVALUATION COMMITTEE

	Part IV - Signature and Certification					
	•	n this document. I further understand that by signing this document, I make				
the certifications and confirm the u	inderstandings herein					
Signature	Date					

Sample

EVALUATION TEAM CONFIDENTIALITY & CONFLICT OF INTEREST AGREEMENT

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Name of Evaluation Committee	
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Member	
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Duties of the RFP EVALUATION Team

Understand Fair and Equal Treatment:

process, criteria and weighting as set out in the RFP document. opportunity to be the successful proponent. This means no switching criteria in according to the same criteria and process; none will be given a special mid-evaluation and no hidden preferences. The evaluation team must stick to the advantage or benefit denied to the others; and all proponents will have an equal Contract A (the Bid Contract) promises that all proponents will be evaluated fairly

Act Independently and Fairly

An evaluator must be independent and free from bias and conflict of interest.

Stick to the Information Submitted:

the RFP process, from references, or personal experience Evaluators must act objectively and consider only the information received via

Evaluator Team Members with the Right Skills and Experience

should have a "reasonable understanding" of common practices and standards in "reasonable level" of expertise in the subject area. In addition, each evaluator the committee members. Why? Before developing a team consensus, the RFP requirements must be matched with the skills, background and training of between a more than adequate, an adequate and an inadequate response the industry. An evaluator must use his or her base of knowledge to discriminate him or herself. So each evaluation committee member must possess a evaluation process requires an individual evaluator to score each response by

Considerations

- It would be unwise to make any statement that would indicate whether you agree or disagree with any aspect of the proposal during the presentation.
- 0 debriefing time with the evaluation panel or committee Reserve your evaluation, comments and judgements on the proposal until
- 0 to interview question). questions in order to clarify proposal content and intent (this also applies After a presentation, keep in mind you are simply asking the presenter(s)
- 0 presentations have been completed and the presenters have departed comments on the presentation and any comparisons later when the Your team will discuss the relative merit of the clarifying information

Cautions

- 0 Do not answer questions as to how the proponent is doing relative to other proponents
- 0 example). Do not indicate to any proponent a ranking (number one, two or three, for
- 0 been determined. the field may have been narrowed, the best-valued proposal has not yet Proponents should understand that the competition is still on and although
- 0 required on which to evaluate during the session. proponent answers are inappropriate, do not comment on the response is a way of pointing out a perceived weakness in the proposal. If the Word your questions so that the proponent does not assume the question You should now have the clarifying information

Conflict of Interest

conflicts of interest. Conflict of interest can occur when a member of the Committee members must declare any potential conflicts of interest or perceived evaluation committee:

- Has a friendship or familial relationship with one of the proponents
- the publication date of the bid document; Has been in the employment of prospective vendors within one year prior to
- Has a strong bias for or against one of the proponents
- Has a direct or indirect financial interest in a proponent's business
- Has assisted in preparation of a proposal; or
- Has received a gift from one of the proponents.

Situations that can result in a conflict of interest are not limited to the examples provided

GENERAL

decisions that could be construed as providing an unfair advantage to any to evaluate their proposals in accordance with the process described in the RFP proponent(s). Care must be taken throughout the process not to take any actions or make any During the evaluation it is important to treat all proponents fairly and equally, and

CONFIDENTIALITY

be aware of the need for confidentiality. Evaluation committee members will be Freedom of Information and Protection of Privacy Act committee members must As they will be entrusted with or have access to information governed by the

keep the proposals, and any notes they might make relating to them, in a secure place where others will not have access to them;

- <u></u> not discuss financial or business aspects of the proposals to anyone other appropriateness with peers in order to form a well rounded opinion of the acceptable that evaluators may discuss the product's efficacy, quality and than their fellow Evaluation Team members. It is expected and
- C retain copies of all notes and memoranda in accordance with the requirements of the Freedom of Information and Protection of Privacy Act;
- <u>a</u> keep all notes, discussions, and point ratings confidential and not disclose their substance or details to anyone;
- <u>Ф</u> evaluate the proposals strictly in accordance with the evaluation criteria as stated in the Request for Proposals;
- score proposals strictly in accordance with the established points ratings

READING SUBMISSIONS RECEIVED:

notes as to the extent they meet the evaluation criteria. All proposals must be reviewed and independently evaluated by each evaluation committee member. Each committee member will need time to read through all proposals and make

EVALUATION PROCESS:

separate Individual Scoring Form prior to meeting as a Team. This is not a Evaluation Team members will review and individually score the proposals on a proposals are to be scored against the established criteria and award table comparative review, with proponents being scored against each other. All

FOR SCORING. L EVALUATION FORMS THAT ARE INCOMPLETE WILL NOT BE ACCEPTED

Please sign below acknowledging that you have received and read this information. Return this document to the RFP Team lead from Purchasing. If information about the conflict. you have a conflict or a potential conflict, return this acknowledgement for and

such conflict of interest arises during the Committee's review of this to my responsibilities when serving on RFP Evaluation Committees. If any Signed: project, I will immediately report it to the RFP Team lead. I have read and understand the provisions related to conflict of interest and

Dated:

Evaluation	Tuellier T
LEGIII)
I edili Collilaelitidiity Agreelilelit	Confidentiality Accessor



TIMELINE 2022

PURCHASING AND MANAGING INVENTORY



SPEAKER:

Mark Rogers

PURCHASING & MANAGING INVENTORY

Presented by Mark J. Rogers, C.P.M. markjeffreyrogers@gmail.com

-

1

Arranging Pallets

- Assign pallet positions
- Go "UP"
- Use Magnetic Numbers

2

Caution Items

- Avoid stocking specialized items used by only one or two customers
- Avoid stocking expensive items
- Avoid stocking items with high risk of obsolescence
- Warranty clock

3

2

Conserving Warehouse Space

- Supply Agreements
- One-time purchases
- Frequent sales
- Donation Screening
- Write downs
- Standardization
- Emphasize Distribution; not storage
- Written request to add item to warehouse stock with high level approval required

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Forms

- Encourage generics
- Always charge for forms
- Don't print more than a one year supply

5

5

Mechanize to the Max

- Avoid excessive lifting and workers compensation
- Magliner dollies
- Delivery vehicles-driver to perform and document daily vehicle maintenance
- Document preventive maintenance for all mechanical equipment used inside warehouse

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Records Storage

- Uniform size boxes
- Label with "ownership" information (individual name and department name) and destroy after date

7

7

Reporting Structure

- Buyer familiarity
- Direct customers to warehouse first

Scheduling

- Overtime
- Four hour minimum

9

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Staff Development

- Career path
- Cross Training
- Defensive driving
- Forklift training
- Stress legibility and accuracy; Check shipping and receiving documents for accuracy and legibility within one working day of receipt
- Written procedures manual

LO

Staff Meetings

- Keep team members informed
- Ensure consistent responses
- Get to know team members
- Recognition

11

11

Sustainability

- Rotate Stock
- Buy Quality
- Reusable shipping containers
- No automatic re-orders

Mark J. Rogers, C.P.M. 9901 Liriope Cove Austin, TX 78750

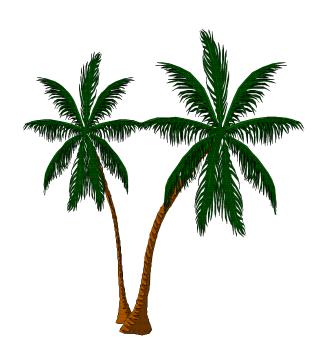
markjeffreyrogers@gmail.com

13



TIMELINE 2022

DO'S & DON'TS OF PURCHASING BID-RIGGING AND OTHER ANTITRUST VIOLATIONS



SPEAKER:

Coulter Goodman



Bid-Rigging and Other Antitrust Violations: Don't Be a Victim!

September 29, 2022 Presentation to the Institute for Supply Management-RGV

Coulter Goodman

Assistant Attorney General, Antitrust Division, Office of the Attorney General of Texas Coulter.Goodman@oag.texas.gov



Bid-Rigging Examples



Bid-Rigging Pr

August 10, 1982

FOR IMMEDIATE F THURSDAY, JUNE contractors in Tennesse WWW.USDOJ.GOV

22 INDIVI OVE

NYC Board of and Fresh Pro

WASHINGTON, D.O. rigging bids on cont and fresh produce t Justice today annou guilty today. The oth them were unseale

"These conspirators Assistant Attorney have been spent or

By Mary Thornton When a couple of Justice

Today, just three years la "Operation Roadrunner, have collected evidence of of dollars in illegal profit

So far, indictments have rigging, mail fraud and pe 16 individuals and 10 cor businesses pleaded no co The balance of the cases

A number of the executi up to three years. The fe Individual states also a



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2 Insulation Cos. Plead Guilty To Bid-Rigging Conn. **Projects**

Law360 (August 4, 2022, 9:56 PM EDT) -- Two contractors have pled guilty to roles in a bid-rigging conspiracy related to pipe and duct insulation for both private and public projects in Connecticut, the U.S. Department of Justice announced Thursday.

BC Flynn Contracting Corp. and Axion Specialty Contracting LLC reached plea deals on conspiracy charges, with BC Flynn also copping to a criminal fraud charge, over a scheme involving themselves and other companies to rig insulation installation bids for various hospital, university and other construction projects over nearly seven years, the DOJ said. The agreements were filed in Connecticut federal court on Wednesday,

"The plea agreements detail how the perpetrators submitted collusive bids and shared bid numbers with their competitors in an illegal effort to improve their companies' bottom lines," U.S. Attorney for the District of Connecticut Vanessa Roberts Avery said in a statement Thursday. "I commend the FBI and [Defense Criminal Investigative Service] for investigating this scheme that victimized hospitals, universities and businesses throughout Connecticut.



Background

What is antitrust law, and why is competition important?

Bid-rigging

What is it and how can you guard against it?

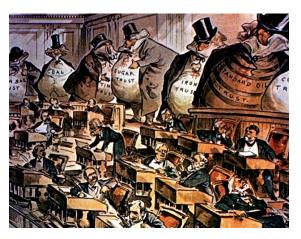
Other types of antitrust violations

What else should government purchasers be on the lookout for?

3



History of Antitrust



Monopolies or "trusts" dominated the national economy and wielded enormous political power in the late 1800s

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Effects in the Marketplace

Without Competition:

- Higher Prices
- Poorer Quality
- Less Choice
- Less Innovation

The Supreme Court recognizes:

- "The heart of our national economic policy long has been faith in the value of competition."
- "[U]nrestrained interaction of competitive forces will yield the best allocation of our economic resources, the lowest prices, the highest quality and the greatest material progress...."

5



Consequences of Collusion

Potential Consequences for Antitrust Violators:

- Government prosecution
 - State &/or federal
 - Civil &/or criminal
 - Criminal consequences can include jail time & large fines
- Private litigation (including massive class actions)



- Treble damages, penalties, attorneys' fees and investigative costs
- Debarment or suspension



Limits of Antitrust

•What we don't do:

- Direct officials to choose one procurement method over another.
- •Investigate procurement or bidding violations that don't raise antitrust concerns.
- Make sure public entities get the best price or value for goods and services.

7



What Does Antitrust Prohibit?

Three primary types of antitrust violations:

- 1. Anticompetitive agreements (including bid rigging)
- 2. Monopolization
- 3. Illegal mergers



Anticompetitive Agreements

What's prohibited?

- "Contracts, combinations or conspiracies in restraint of trade"
 - There must be an agreement, but agreements may be hard to detect.
 - *Independently* matching prices is not a violation.
 - Conspirators try to hide agreements.

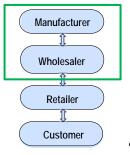
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Types of Anticompetitive Agreements

Vertical Agreements

Typically less suspect

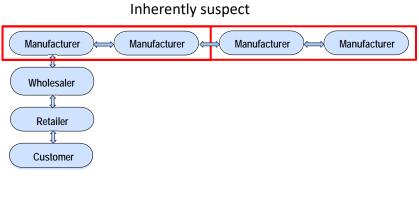


Examples:

- Resale Price Maintenance
- Tying
- Exclusive Dealing



Horizontal Agreements



11



Types of Anticompetitive Agreements

- Horizontal Agreements
 - Price Fixing
 - •Market Allocation / Customer Allocation
 - •Group Boycott (Concerted Refusal to Deal)
 - •Bid Rigging





- Horizontal Agreements
 - Price Fixing
 - Market Allocation / Customer Allocation
 - •Group Boycott (Concerted Refusal to Deal)
 - •Bid Rigging





Agreements to allocate the market

15



Types of Anticompetitive Agreements





Agreements to allocate the customer types



- Horizontal Agreements
 - Price Fixing
 - Market Allocation / Customer Allocation
 - •Group Boycott (Concerted Refusal to Deal)
 - •Bid Rigging

17



Types of Anticompetitive Agreements



Agreements to refuse to deal



- Horizontal Agreements
 - Price Fixing
 - Market Allocation / Customer Allocation
 - Group Boycott (Concerted Refusal to Deal)
 - •Bid Rigging

19



Bid Rigging Terminology

- •Basic types:
 - **Complementary Bidding:** an agreement to submit a fake bid to make the winner's bid look reasonable and competitive.
 - **Bid Suppression:** an agreement to withdraw a bid or refrain from submitting a bid to allow a competitor to win.
- •Incentives:
 - Bid Rotations: rigging bids in exchange for "taking turns" at winning the bid
 - **Subcontracting:** rigging bids in exchange for lucrative or guaranteed subcontracts from the winning bid



•Basic types:

- **Complementary Bidding:** an agreement to submit a fake bid to make the winner's bid look reasonable and competitive.
- **Bid Suppression:** an agreement to withdraw a bid or refrain from submitting a bid to allow a competitor to win.

•Incentives:

- Bid Rotations: rigging bids in exchange for "taking turns" at winning the bid
- **Subcontracting:** rigging bids in exchange for lucrative or guaranteed subcontracts from the winning bid

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Bid Rigging Terminology

Hypothetical:

Vendors Anthony, Billy, and Chris bid on a contract for school desks in the Travis County School District.

The typical price for a school desk in other Texas counties is around \$70-80 per desk.

Vendor	Bid
Anthony	\$95
Billy	\$80
Chris	\$85



Complementary Bidding:

Vendors may agree for one vendor to win and for the other two vendors to submit high bids in order to intentionally lose the contract.

Vendor	Bid
Anthony	\$95
Billy	\$150
Chris	\$135

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Bid Rigging Terminology

Complementary Bidding:

Vendors may intentionally lose a bid even if they submit a lower price by offering an inferior product or adding special conditions that won't be acceptable.

Vendor Chris may lose this contract if they offer the desks at \$70 each but can't deliver them until 5 years from now.

Vendor	Bid
Anthony	\$95
Billy	\$150
Chris	\$75*



Bid Suppression:

One or more vendors may agree to refrain from bidding or withdraw a bid that they have already submitted so the designated vendor will win the bid.

Vendor	Bid
Anthony	\$75
Billy	\$70
Chris	\$80

25



Bid Rigging Terminology

Bid Suppression:

Billy was winning this bid, but then he withdrew his bid so Anthony could win the contract as the designated vendor.

Vendor	Bid		
Anthony	\$75		
Billy	\$70		
Chris	\$80		



Bid Suppression:

Billy was winning this bid, but then he withdrew his bid so Anthony could win the contract as the designated vendor.

Vendor	Bid		
Anthony	\$75		
Billy	\$70		
Chris	\$80		

27



Bid Rigging Terminology

•Basic types:

- **Complementary Bidding:** an agreement to submit a fake bid to make the winner's bid look reasonable and competitive.
- **Bid Suppression:** an agreement to withdraw a bid or refrain from submitting a bid to allow a competitor to win.

•Incentives:

- Bid Rotations: rigging bids in exchange for "taking turns" at winning the bid
- **Subcontracting:** rigging bids in exchange for lucrative or guaranteed subcontracts from the winning bid



•Basic types:

- **Complementary Bidding:** an agreement to submit a fake bid to make the winner's bid look reasonable and competitive.
- **Bid Suppression:** an agreement to withdraw a bid or refrain from submitting a bid to allow a competitor to win.

•Incentives:

- Bid Rotations: rigging bids in exchange for "taking turns" at winning the bid
- **Subcontracting:** rigging bids in exchange for lucrative or guaranteed subcontracts from the winning bid

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Bid Rigging Terminology

Bid Rotation:

Competing vendors may agree to "take turns" winning a job. This is similar to market allocation where competitors agree to what they think is their "fair share" of the industry.

This agreement guarantees that they will win the job without having to compete.

Vendor	Year 1	Year 2	Year 3
Anthony	\$90	\$85	\$90
Billy	\$85	\$90	\$95
Chris	\$95	\$95	\$85



Subcontracting:

Sometimes vendors will submit a cover bid (complementary bidding) or sit out on bidding (bid suppression) in exchange for a lucrative or guaranteed subcontract from the winner.

Vendor	Bid
Anthony	\$75
Billy	\$70
Chris	\$150

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Communicating Agreements

A Classic Example:



"The Result Was the Usual One"

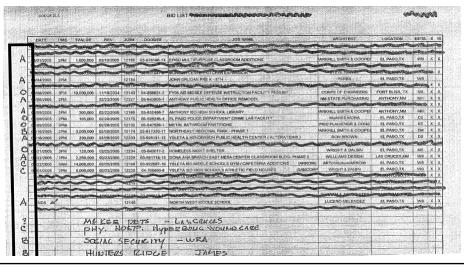
Modern Examples:

- In-Person Meetings
 - whether or not in a smoke-filled room
- ▶ Phone Calls
- Text Messages
- Emails
- Business Documents
- Instant Messaging
- Chat Rooms
- Video Chat
- Social Networking
- New/creative methods



Examples of Collusion

Horizontal Agreements: Bid Rigging/Customer Allocation



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The Red Flags of Collusion



Three Types of Red Flags:

- 1. Conditions favorable to collusion
- 2. Suspicious behavior
- 3. Suspicious patterns







Red Flags Part 1: Conditions Favorable to Collusion



- Recognize Conditions Favorable to Collusion.
 - Few vendors in the market.
 - No easy substitutions.
 - Long-established firms continually dominate.



• Frequent interactions or information sharing between competitors; a high probability the vendors will interact in the future.

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Red Flags Part 2: Suspicious Behavior



- Recognize suspicious behavior
 - Irregularities in appearance or submission of bids, e.g., suspicious joint bid
 - Refusals to bid alluding to agreement or understanding with competitor
 - Refusal to bid or offer quote due to "ethical concerns" about poaching customers
 - No bid from a firm you otherwise expect to make a bid

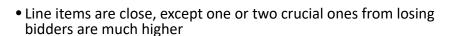


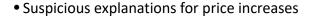


Red Flags Part 2: Suspicious Behavior (Con't)



- The absence of bids or responses when more are expected
- Certain vendors bid frequently but never or almost never win
- A vendor requests confidential information to gain an advantage for itself and others
- High bids from a vendor you suspect wouldn't be able to successfully perform the contract







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Red Flags Part 3: Suspicious Patterns

- Existing vendors drop prices when a new or infrequent vendor bids
- Suspicious subcontracting
- Some bids are much higher than previous bids or estimated costs
- Consistent \$ or % margins between winning & losing bids



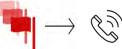
- A vendor always wins a bid in a certain area for a particular product or in a fixed rotation with other bidders
- Two bids are tied and the odds of two bidders submitting the same number independently are low



Guarding Against Collusion

What Can You Do About Collusion?





- Draft RFPs to encourage maximum participation.
 - Minimize use of tight specs:
 - Don't tailor bids to one particular product or supplier.
 - Don't use specs written by or copied from a manufacturer.
 - Don't use brand names in specs.
 - Make sure a vendor is an actual sole source before proceeding with a sole source procurement.
- Evaluate your process with an eye towards ensuring competition.

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Guarding Against Collusion

What Can You Do About Collusion?

- Advertise in a variety of ways.
- Insist on compliance with procedures.
- Maintain and review procurement records.
- Don't disclose cost estimates before awarding a contract (unless required).
- Don't disclose the identity or bids of proposal holders or other bidders (unless required).



Guarding Against Collusion

What Can You Do About Collusion?

- Antitrust Certification Statement--Gov. Code §2155.005
- Antitrust Assignment Clause--Part B.5.6, Comptroller's RFP Template

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Monopolization

Monopolization

- Unlawfully acquiring or maintaining the power to fix prices and exclude competitors.
- What can you do about monopolization?
 - Let us know if you suspect a dominant vendor is trying to drive its competitors out of business.
 - Let us know if you are unable to buy product due to restrictions imposed by manufacturers, suppliers, or vendors.
 - Assist us when contacted for interviews.



Mergers & Acquisitions

• Illegal mergers

• Where the effect of the merger may substantially lessen competition.

• What can you do about illegal mergers?

- Let us know if you hear of any merger that could reduce your buying options or lead to higher prices.
- Assist us when contacted for interviews.

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Contact Information

- Use us as a resource
 - All questions, ideas, & tips are welcome
- Be alert and proactive in making sure you have competitive options
- Assist us with our investigations

Office of Attorney General

Antitrust Division

Main number: (512) 936-1674, Antitrust@oag.texas.gov

Coulter Goodman: (512) 936-1781, Coulter.Goodman@oag.texas.gov

Maggie Sharp

www.texasattorneygeneral.gov/divisions/antitrust-division

DO YOU SUSPECTE OLLUSION?

CHECKLIST FOR POSSIBLE COLLUSION

This is a list of red flags. None of these indicators, individually or in combination, prove collusion. Rather, they identify situations which may justify further inquiry to discover whether collusion has occurred.

CONDITIONS FAVORABLE TO COLLUSION

Certain market conditions increase the likelihood of collusion. Pay close attention to bids and bidding patterns under the following market conditions:

- 1. A small number of vendors dominate the market. The fewer the vendors, the easier it is to get everyone on the same page.
- 2. Tight specifications mandate no easy substitution of product. Fewer products make it easier for the vendors to coordinate.
- 3. The bids are for a standardized product. Fewer variables in terms of design, quality or service, make it easier to reach a common pricing scheme.
- 4. There are frequent, repetitive bids for specific goods. The more frequent the bids the more opportunity the vendors have to become familiar with each other.
- 5. Competitors regularly socialize with each other, through personal connections or trade associations.
- 6. Competitors regularly get together in the vicinity of procurement offices shortly before filing deadlines.
- 7. There is industry-wide resale price maintenance. Each manufacturer sets the price at which all of its distributors or resellers must sell the product to their customers. This could help manufacturers enforce collusion at the manufacturing level.

SUSPICIOUS STATEMENTS OR BEHAVIOR

Sometimes vendors' behavior or the circumstances under which bids are submitted can create suspicion of collusion. Pay close attention to bids and bidding patterns if you see any of the following:

- There are irregularities (e.g., identical calculation errors) in the
 physical appearance of the proposals or in the method of their
 submission (e.g., use of identical forms or stationery), suggesting
 that competitors had copied, discussed, or planned one another's
 bids or proposals. If the bids are obtained by mail, there are similarities of postmark or post metering machine marks.
- 2. A vendor requests a bid package for itself and a competitor, or submits both its bid and that of a competitor.
- 3. Two or more competitors file a "joint bid," even though at least one of the competitors could have bid on its own.
- 4. A vendor submits a bid when it is incapable of successfully perform-ing the contract (This is likely a complementary bid).
- 5. A vendor brings multiple bids to a bid opening and submits its bid only after determining (or trying to determine) who else is bidding.
- 6. A bidder or salesperson makes a suspicious statement, such as:
 - a. A reference to industry-wide price schedules;
 - b. A comment indicating advance knowledge of competitor's bid/price;

- c. A statement that a particular contract "belongs" to a certain vendor;
- d. A reference to a "complementary," "courtesy," "token," or "cover" bid:
- e. Any other statement indicating competitors may have discussed prices/bids.

SUSPICIOUS BIDDING OR PRICING PATTERNS

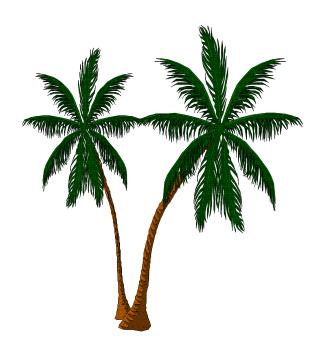
Certain bidding or pricing patterns appear inconsistent with operation of the free market and warrant further investigation:

- Some bids are much higher than published price lists, previous bids by the same firms, or engineering cost estimates. This could indicate complementary bids.
- 2. Vendors who would be expected to submit bids do not do so. This could indicate an agreement to withhold bids.
- 3. Certain vendors never bid against each other.
- 4. Certain vendors bid frequently but never (or almost never) win.
- 5. There is a consistent percent margin (e.g., 10%) between the winning bid and the second bidder.
- 6. The same vendor has been the low/high bidder on successive occasions over a period of time without any apparent market advantage/disadvantage to account for the bid.
- A certain vendor appears to be bidding substantially higher on some bids than on other bids, with no logical cost difference to account for the difference.
- 8. A bidder uses uniform shipping charges in various bids. Vendors would ordinarily be expected to charge less for shipping locally than to a distant site, absent an agreement.
- A local vendor charges more for delivery than a distant vendor.
 This is counter-intuitive and could indicate that the local vendor has submitted a complimentary bid.
- 10. An apparent pattern of low bids appears, such as corporation "X" always winning a bid in a certain geographic area for a particular service, or in a fixed rotation with other bidders.
- 11. A successful bidder subcontracts to:
 - a. a vendor that won the bid but then withdrew,
 - vendor(s) that could/should have bid (e.g., picked up packets)
 but did not, or
 - c. vendor(s) that repeatedly submitted higher bids.
- 12. Competitors submit identical bids or frequently change prices at about the same time and to the same extent.
- Bid prices appear to drop whenever a new or infrequent bidder submits a bid.



TIMELINE 2022

HOW OUR VALUES CHANGED DURING THE STORM (COVID)



SPEAKER:

Meliton Moya

How Our Values Changed During the Storm (COVID)

Presented at the
Institute for Supply Management - RGV
Timeline 2022
Thursday, September 29, 2022
By Melitón Moya, Ph.D.

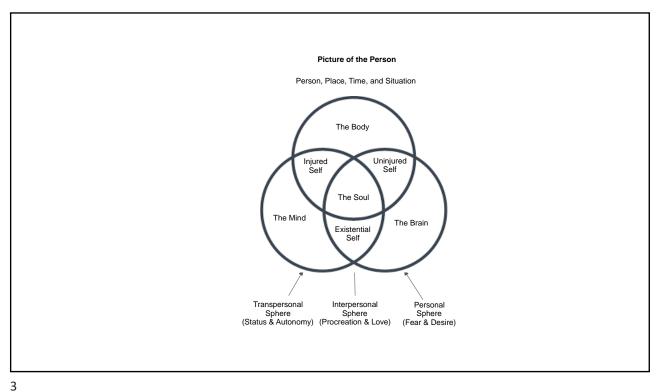
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Fed Up and Burnt Out











How Decisions Are Made



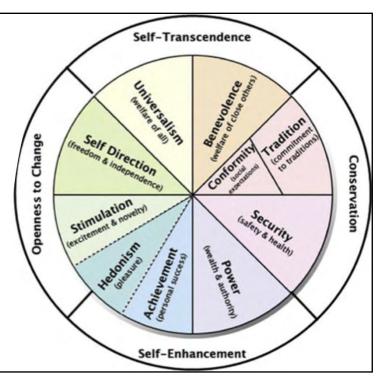


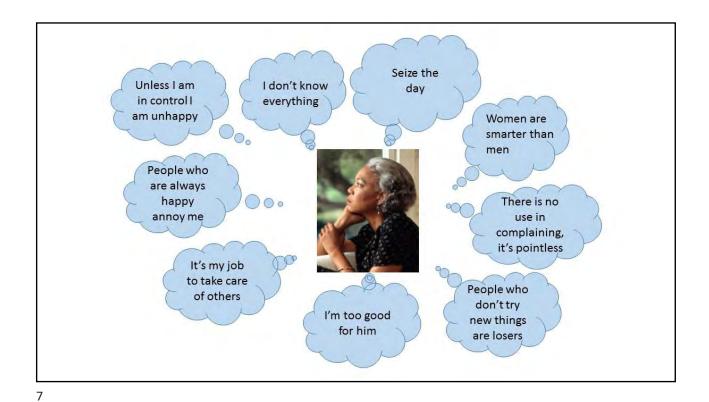
5

The life-affirming tenets of American philosophy

Self-reliance Pragmatism Transcendence

Values Circle Schwartz (1992)





56 Values that Drive All Human Behavior Based on robust analysis of 500,000+ VALUEGRAPHICS surveys in 152 languages, here are the 56 values that drive all human behavior. 1. Family 11. Basic Needs 21. Education 31. Positive Environments 41. Equality 51. Peace Relationships 12. Harmony 22. Tradition 32. Happiness 42. Service to Others 52. Money 13. Health/Well-Being **Financial Security** 53. Unselfishness 23. Balance 33. Ambition 43. Dependability 14. Experiences 34. Self-Control 54. Confidence 44. Courage Belonging Community 24. Love 25. Material Possessions 55. Freedom of Speech 15. Respect 35. Self-Expression 45. Cooperation Personal Growth 16. Compassion 26. Patience 36. Environmentalism 46. Tolerance 56. Determination 17. Social Standing 27. Morality 37. Independence 47. Leisure Religion/Spirituality 48. Influence 18. Creativity & Imagination 28. Righteousness 38. Wealth 19. Trustworthiness/Honesty 29. Friendships 39. Politeness 9. Employment Security 49. Intimacy 10. Personal Responsibility 20. Security 30. Authority 40. Generosity 50. Political Freedom The World's Most Influential Values, In One Graphic By Dorothy Neufeld Graphics/Design by Sabrina Lam Visual Capitalist, November 5, 2020

The COVID-19 Pandemic Impact on Values

Ronald Inglehart finds that:

- Threats to one's survival tend to make people more authoritarian and xenophobic
- While secure conditions encourage a more open, tolerant outlook.

Inglehart, Founding President of the World Values Survey Foundation

Martin Lampert, Co-founder and Research Director at Glocalities, international research agency

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The COVID-19 Pandemic Impact on Values

Inglehart and Lampert found that:

- People have become more afraid, hostile and upset.
- They feel let down by society and increasingly feel that they have no perspectives.
- Positive emotions and hedonism (the pursuit of pleasure) have gone down.
- People feel that life has gotten worse in my areas, including mental and physical health, joy of living, finances, social life, work life, personal life & trust in humanity.

Inglehart, Founding President of the World Values Survey Foundation
Martin Lampert, Co-founder and Research Director at Glocalities, international research agency

Nine (International) Value Trends Igniting Change

- 1. Rising fear and pessimism.
- 2. Rising focus on post-materialism and freedom.
- 3. Declining focus on patriarchy and law and order.
- 4. Rising support for emancipation and equality.
- 5. Rising focus on sharing and community.
- 6. Declining focus on hedonism, novelty, and beauty.
- 7. Increased focus on health, vitality, and taking precautions.
- 8. Ecological concerns rising, but less a priority in practice.
- 9. Rising emphasis on inclusive economic growth.

Inglehart, Founding President of the World Values Survey Foundation Martin Lampert, Co-founder and Research Director at Glocalities, international research agency

11

1	Family	
2	Relationships	
3	Financial Security	
4	Belonging	
5	Community	
6	Personal Growth	
7	Loyalty	
8	Religion and Spirituality	
9	Employment Security	
10	Personal Responsibility	

	1	Personal Growth			
Т	2	Health/Well Being			
Н	3	Self-Reliance			
Ε	4	Independence			
Т	5	Balance			
O P	6	Civility			
•	7	Mutuality/Equality			
T	8	Reciprocity			
E N	9	Creativity & Imagination			
	10	Self-Expression			
		·			

		_		
11	Basic Needs	T	11	Determination
12	Harmony	H	12	Dependability
13	Health/Well Being	<u> </u>	13	Confidence
14	Experiences	T	14	Leisure
15	Respect	O P	15	Happiness
16	Compassion	_	16	Peace
17	Social Standing	W	17	Compassion
18	Creativity & Imagination	E	18	Intimacy
19	Trustworthiness/Honesty	N	19	Experiences
20	Security	Y	20	Environmentalism
		•	•	

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Stop. Look. Go.
Now is the Right Time.
My Focus is on Buying Time to
Think - Read - Write – Create
and Recreate.

Empty Mind. Accepting.
Instinctive. Artistic. Patient.
Reacting. Playful. Quiet.
Rhythmic. Letting it Happen.

Productivity. F*** productivity. Cannot. Paired with survival. Belongs to the non-negotiable class of being. And it's imprinted and indoctrinated into your character. Be friends with it. One more thing. What? Remember your age. You are 74 not 47. You don't have to tell me that! I do.

Priorities. What about them? What are they? Self-reliance. Autonomy. Time on my side. True to people who are true to me. Reading and writing. A career as a writer, whatever comes my way. Explore the void through the unknown. Or is it the unknown through the void. Play. Reward myself for doing. Enjoy old age as much as I can. Continue to leave the door open for people I love. Above all, civility, mutuality, and reciprocity. It's what it is.

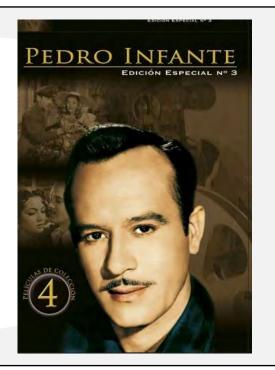
Born: November 18, 1917, Mazatlán

Died: April 15, 1957, Mérida

La Vida No Vale Nada (1955)

Loving Pedro Infante by Denise Chávez (2001)

Como Caído del Cielo (2019)



15

Elizabeth Holmes

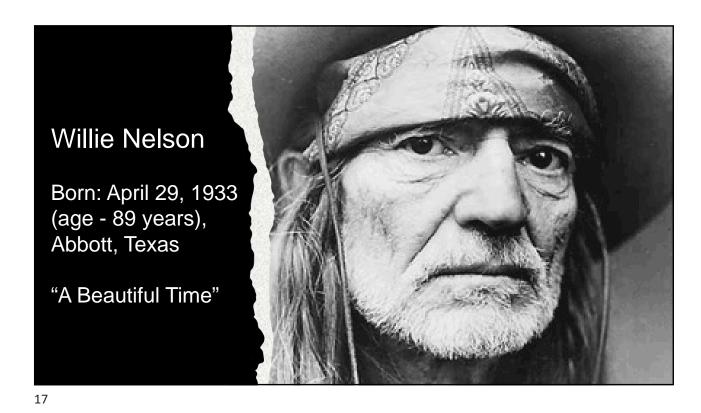
Born: February 3, 1984 (age 38 years), Washington, D.C.

Raised \$945 million from high-profile investors including the family of former Education Secretary Betsy DeVos, Rupert Murdoch and the Walton family of Walmart fame.

In all, more than \$600 million in Theranos investments were lost.

Her Net Worth went from \$4.5 billion to \$0.





Finish each day and be done with it.

Ralph Waldo Emerson





TIMELINE 2022

CONSTRUCTION PROCUREMENT FOR GOVERNMENTAL ENTITIES



SPEAKER:

Stephen Kendrick

Construction Procurement for Governmental Entities

ISM RGV Timeline September 29, 2022



1



Stephen Kendrick is senior manager of facilities planning at Harris County Department of Education. His wide-reaching expertise in facilities stems from more than 25 years of experience in construction, job order contracting (JOC), and procurement in the government, education and private markets. Kendrick conducts training for school districts and other governmental entities.





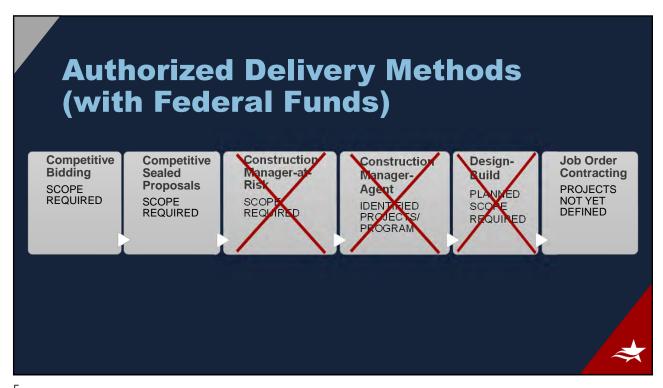


Authorized Delivery Methods Design-Build Competitive Competitive Construction Construction Job Order Sealed Bidding Manager-at-Manager-**Contracting Proposals** Risk Agent Before considering a construction contract by a method other than competitive sealed bid, the **Governing Body** or its designee must determine, before advertising,

Tex. Gov't Code § 2269.056

which delivery method provides the best value for the gov't entity.

Δ



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Authorized Delivery Methods with Federal Funds

- 2 CFR 200.320 (c-d) requires competitive sealed bidding or competitive proposals
- 2 CFR 200.323(d) expressly prohibits cost-plus-percentage-of-cost contracts (CM-at-Risk, Design Build, CM-Agent)
- 2 CFR 200.318(e) allows use of cooperatives for Job Order Contracting, provided cooperatives are compliant with 2 CFR 200 requirements
- Include the "Six Affirmative Steps" language (2 CFR 200.321) and Appendix II provisions (2 CFR 200.326) in solicitations. Do **NOT** include geographical preference in the evaluation of bids 2 CFR 200.319(b)

Selection Criteria for Construction Contracts

In determining the award of a contract under Chapter 2269, the governmental entity may consider:

- Price;
- Offeror's experience & reputation; and
- Impact on the ability of the governmental entity to comply with rules relating to historically underutilized business.

(Not permitted unless you have lawfully adopted HUB/MWBE program at your gov't entity or are under a state grant mandate to comply with state HUB rules.)

Tex. Gov't Code § 2269.055





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Selection Criteria for Construction Contracts (continued)

- Offeror's safety record;
- Offeror's proposed personnel;
- Whether the offeror's financial capability is appropriate to size & scope of project; and
- Any other relevant factor listed in the solicitation.
 - Weights MUST be published in the solicitation
 - "Buy Texas" provision is not allowed for construction services
 - Detailed methodology for scoring each weighted criterion for non-competitive bid methods i.e., CSP, JOC, etc.



*

Tex. Gov't Code § 2269.055

Detailed Methodology for Evaluation Criteria

Weights **MUST** be published in solicitation

Rather than this . . .

- o Price (25%)
- Qualifications (20%)

Do it like this...

- Price (25%)
 - Base Bid plus Alternates (x, y)
 - Provide formula
- Qualifications (20%)
 - Proposed personnel (Tab 1)
 - Proposed subs (Tab 2)







Architect & Engineering Requirements

Gov't Entity must independently hire A/E if services required if using a coop.

Tex. Gov't Code § 791.011(j)

Architect required for:

- A new building having construction costs exceeding \$100,000
 An alteration or addition having
- construction costs exceeding \$50,000

Tex. Occ. Code § 1051.703

An engineer is **NOT** required for a public work project if:

- · A project involving electrical or mechanical engineering will cost \$8,000 or less
- A project not involving electrical or mechanical engineering will cost \$20,000 or less

Tex. Occ. Code § 1001.053

When using federal funds, A/E contracts with fees at or above \$250,000, RFQ must be solicited through publicly advertised RFQ, no pricing:

Negotiated contract fee, markups or

- adjustments may not be a percentage of costs; lump sums only Federal law **PROHIBITS** services other than A/E services being selected by RFQ (i.e.,



11

Prevailing Wages

When using state or local funds, determination of prevailing wage per Tex. Gov't. Code § 2258.022:

- If the gov't entity is in a county bordering Mexico, there are additional considerations per Tex. Gov't. Code § 2258.022(b)
- Survey used to determine rate has to be conducted within a three-year period preceding the issuance of the solicitation and entity must participate in study
- The gov't entity shall determine the general prevailing rate based on the higher of:
 - rate determined from the survey conducted in the political subdivision
 - the arithmetic mean between the rate determined from the survey conducted in the political subdivision & the rate determined from the statewide survey; &
 - if applicable, the arithmetic mean between the rate determined from the survey conducted in the political subdivision & the rate determined/ by the United States Department of Labor.

When using Federal Funds:

- Davis Bacon program requirements apply
- Exception when using FEMA funds. May use locally adopted prevailing wages in lieu of Davis Bacon
- Must obtain weekly certified payroll from contractors and subcontractors

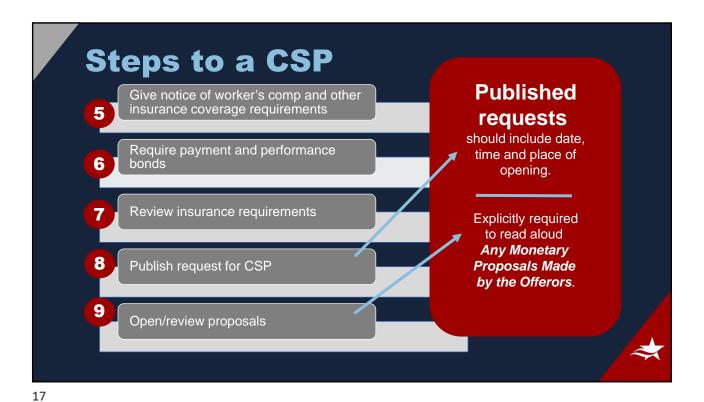




Steps to Competitive Bidding Prepare request for Competitive Bids 5 **Published** Give notice of worker's comp & other requests 6 insurance coverage requirements should include date. time and place of Require payment and performance bonds opening. Explicitly required Publish request for bids to read aloud Any Monetary Proposals Made by the Offerors. Open bids



Steps to a CSP **Selection** Criteria & Select architect/engineer **Associated** Weights Select method of delivery Include detailed methodology for each criteria. Set prevailing wage rate For civil works projects, pricing **50%** Prepare CSP document with (or **36.9%**) detailed methodology



Steps to a CSP **HB 2581** 10 Evaluate and rank proposals (45 Within 7 days of days) contract award, owner must make evaluations and Negotiate with 1st ranked contractor scores public and provide them to all offerors Offerors may request documents related to Award contract their own evaluation after award, owner must provide within 30 days. Make selection public

Final Thoughts

- What is the funding source?
 - If federal, there are additional provisions and requirements.
- ■How will respondents submit questions?
 - Through eBid, IonWave, Bonfire?
 - Directly to Architect?
- Responsibilities of purchasing/construction departments
 - Will purchasing provide oversight during evaluation?
 - Will the contractors have an opportunity for direct contact with students? If so, who has access and is going to be responsible for criminal history background checks/fingerprinting?



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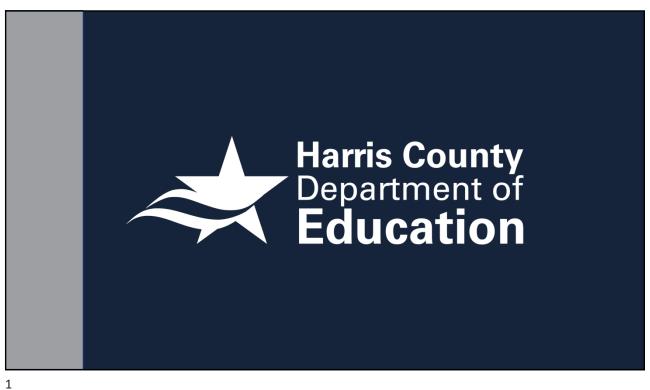
THANK YOU!

Stephen Kendrick

Sr. Manager of Facilities Planning Harris County Dept. of Education 6005 Westview Drive Houston, TX 77055 713-696-8252 skendrick@hcde-texas.org

THIS PRESENTATION IS INTENDED TO BE USED SOLELY FOR GENERAL INFORMATION
PURPOSES AND IS NOT TO BE REGARDED AS LEGAL ADVICE. IF SPECIFIC LEGAL
ADVICE IS SOUGHT, CONSULT AN ATTORNEY.

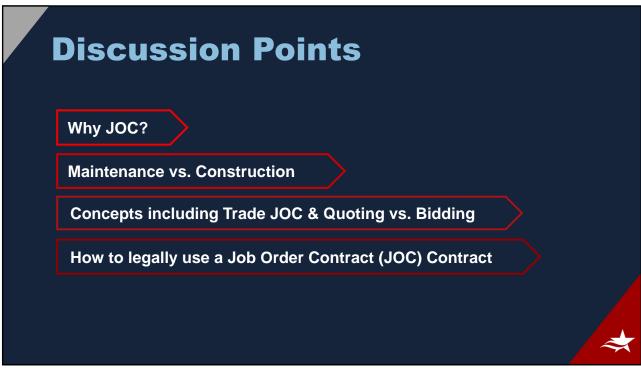




Job Order Contracting (JOC)

ISM RGV Timeline September 29, 2022





Common Phrases

1 That's the way we have always done it.

2 It was like that when I got here

3 It's not right, but it's normal for us

Standard
Opera 4 Another department is responsible for that.

Proceu

Why does legal compliance matter?

- Different procurement rules apply.
- Contracts not properly procured can be voided or unenforceable.
- Officials & officers who violate procurement statutes can be subject to criminal penalties.

Public works contracts may trigger bonding and prevailing wage requirements. Legal mistakes can:

- DELAY projects;
- Jeopardize budgets & result in cost-overruns; and
- Subject gov't entity to financial liability to vendors & subcontractors.



5

JOC/IDIQ – Why Job Order Contracting (JOC)





If providing construction services:

 Only construction method allowed to select contractors for future, undefined projects Tex. Gov't Code § 2269



JOC/IDIQ - What is JOC/IDIQ Contracting?

"A procurement method used for maintenance, repair, alteration, renovation remediation, or minor construction" of facilities "when the work is of a recurring nature, but the delivery times, types, and quantities of work required are indefinite."



Tex. Gov't Code § 2269.401



-

Maintenance vs. Construction

Factors to Consider:

- Like for like NOT new or upgraded
- Scale and complexity of project
- Physical size of object being worked on

JOC Contract (TGC 2269) Repair & Maintenance

Maintenance Contract (TEC 44.31, LGC 252, LGC 262, LGC 271) Construction Services



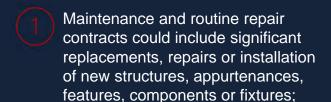
OSHA Letter to Raymond Knobb (11.18.2003)



Maintenance vs. Construction

Good rule of thumb:

Procure maintenance service contracts under *Tex. Gov't Code Chapter 2269*, rather than under non-2269 method (like *TEC 44* for ISD's), if:



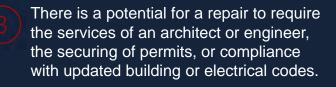




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Maintenance vs. Construction

Repairs will be performed by laborers, workers or mechanics who would be required to furnish performance or payment bonds or would be entitled to a minimum prevailing wage rate under public laws; or







JOC's procured by Purchasing Cooperatives

- Gov't Entity selects vendor without having to use its own competitive procurement process
- ONLY satisfies the procurement requirement, NOT the contracting requirement
- Statute requires a written and signed job order between the vendor and the Gov't Entity TGC 2269.410(a)
- Only construction method that allows for use of a cooperative in lieu of self-procurement
- Only method allowed to select contractors for future, undefined projects or tasks



11

JOC/IDIQ – What's an IDIQ/JOC Estimate?

MUST contain:

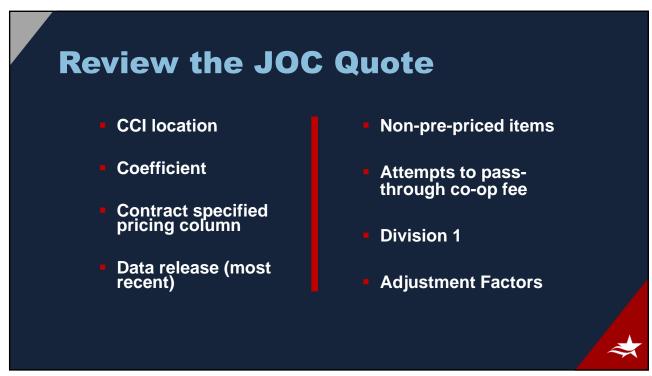
- Contract Number
- Line-item assessment based on Unit Price Book (UPB)
- Localized by applying City Cost Index (CCI)
- Legally bid coefficient

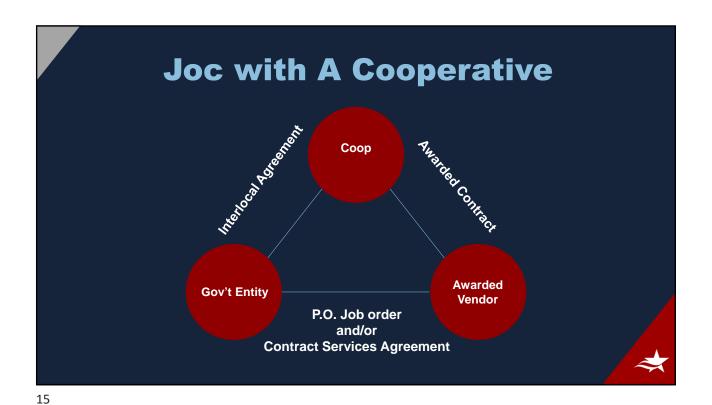
Subcontractor pricing must be estimated using the UPB for ALL scope of work.





HVAC Example										
Vendor Name Job Description Choice Partners Contract #18/036MC-XX		C	IDI		Q E	st	ima	ite		
Data Relea	se : Year 2019 Qua	rter 2			TOTAL TOTAL					
Quantity	LineNumber	Description	Unit	O&P		Ext. Total O&P	Labor Type	Data Release	CCI Location	Notes
		Central station air handler, up thru 15 ton, selective						Year 2019 Quarter 2 (Use most updated available at time quote is		Insert any notes to describe where work is being done, what is being provided in this
10	230505100400	demolition	Ea.	\$	579.25	\$ 5,792.50	RR	requested)	TEXAS / HOUSTON (770-772)	line item, etc
1	237433101100	Rooftop air conditioner, single zone, electric cool, gas heat, 3 ton cooling, 60 MBH heating, includes, standard controls, curb and economizer	Ea.	\$	4,359.00	\$ 4,359.00	RR	Year 2019 Quarter 2	TEXAS / HOUSTON (770-772)	
		Rooftop air conditioner, single zone, electric cool, gas heat, 7.5 ton cooling, 170 MBH heating,						Year 2019 Quarter		
3	237433101150	includes, standard controls, curb and economizer	Ea.	\$	8,213.65	\$ 24,640.95	RR	2	TEXAS / HOUSTON (770-772)	
1	237433101156	Rooftop air conditioner, single zone, electric cool, gas heat, 8.5 ton cooling, 170 MBH heating, includes, standard controls, curb and economizer	Ea.	\$	9,733.10	\$ 9,733.10	RR	Year 2019 Quarter 2	TEXAS / HOUSTON (770-772)	
2	237433101160	Rooftop air conditioner, single zone, electric cool, gas heat, 10 ton cooling, 200 MBH heating, includes, standard controls, curb and economizer	Ea.	\$	12,186.50	\$ 24,373.00	RR	Year 2019 Quarter	TEXAS / HOUSTON (770-772)	
1	237433101170	Rooftop air conditioner, single zone, electric cool, gas heat, 12.5 ton cooling, 230 MBH heating, includes, standard controls, curb and economizer	Ea.	s	13.614.90	\$ 13.614.90	DD.	Year 2019 Quarter	TEXAS / HOUSTON (770-772)	
		Rooftop air conditioner, single zone, electric cool, gas heat, 15 ton cooling, 270 MBH heating,				,		Year 2019 Quarter		
2	237433101180	includes, standard controls, curb and economizer Curbs/pads prefabricated, pad, condenser,	Ea.	\$	16,839.60	\$ 33,679.20	RR	2 Year 2019 Quarter	TEXAS / HOUSTON (770-772)	
100	239110106050	fiberglass reinforced concrete with polystyrene foam core, 2" thick, 20" x 38"	Ea.	s	94.70	\$ 9,470.00	RR	2 Quarter	TEXAS / HOUSTON (770-772)	
1	015433602720	Rent crane truck mounted, hydraulic, 100 ton capacity, Incl. Hourly Oper. Cost.	Week	\$	9,898.76			Year 2019 Quarter 2	TEXAS / HOUSTON (770-772)	
		RS Means Unit Cost Total		\$	75,519.46	\$ 135,561.41		_		
	Insert what you bid	Total with Coefficient (.89 x RS Means Total) Additional Discount of XX% good for current project				\$ 120,649.65				
		only 2% Bond (Any additional Pass-Through Costs)				\$ 108,584.69 \$ 2,171.69	***Optional if yo	u need to give additiona	al discount to be competitive.	
		Total Project Quote				\$ 110,756.38				4





Use A Master Job Order Contract

- Contains Gov't Entity's project specific Scope of Work
- Includes Job Order & Prevailing Wage Rate as Attachments
- Liquidated Damages
- Retainage
- Terms & Conditions Specific to Gov't Entity
- Signed by Gov't Entity & Vendor



"An order for a job or project under a job order contract must be signed by the government entity's representative and the contractor."

TEX. GOV'T CODE § 2269.410

*

JOC / IDIQ - The JOB Order



- Owner/Gov't Entity issued
- Signed by both parties
- States scope of work & price of assigned tasks
- Provides Owner's Adopted
 Prevailing Wage Rates



17

Public Works Bonds

Performance bond required if contract is in excess of \$100,000:

Protects the Gov't Entity from financial losses arising from default, material breach, termination or abandonment.





Public Works Bonds

Payment bond required if a contract is in excess of:

- \$25,000 & the Gov't Entity is not a municipality or a joint board
- \$50,000 and the Gov't Entity is a municipality or a joint board
- Protects the Gov't Entity from claims for nonpayment of suppliers,
 subcontractors, and sub-subcontractors

TEX. GOV'T CODE § 2253.021



19

JOCs and Using an Architect or Engineer

Gov't Entity must independently hire A/E if services required.

TEX. GOV'T CODE § 791.011(j) TEX. GOV'T CODE § 2269.408

Architect required for:

- A new building having construction costs exceeding \$100,000
- An alteration or addition having construction costs exceeding \$50,000 TEX. OCC CODE § 1051.703





JOCs and Using an Engineer

Exceptions to Engineering Services:

- An engineer is NOT required for a public work project if:
- A project involving electrical or mechanical engineering will cost \$8,000 or less
- A project not involving electrical or mechanical engineering will cost \$20,000 or less (i.e., structural or civil)

TEX. OCC CODE § 1001.053



21

What Must Go to Your Governing Body for Approval?

- Construction services project delivery method determination (other than Competitive Sealed Bids or other method in local policy).
- Competitive procurement results approval (procurement required)
- Approval of all Interlocal Contracts for cooperatives
- Approval of the contract with any vendor
- Approval of all contract amendments or change orders
- All contract renewals and contract terminations
- Governing body may act to delegate all of the above powers
- Job Orders (including cooperative purchases) in excess of \$500,000



Trade JOC VS. JOC

Trade JOC

- Allows the use of one trade or division
- Reduces overhead expenses when multiple trades are not needed to complete project

JOC

 Allows for the use of all divisions and is typically a general contractor



23

JOC / IDIQ - Bidding VS. Quoting

Bid or Proposal

vendor's *formal, written, sealed response* that satisfies the state's procurement requirements for a governmental entity.

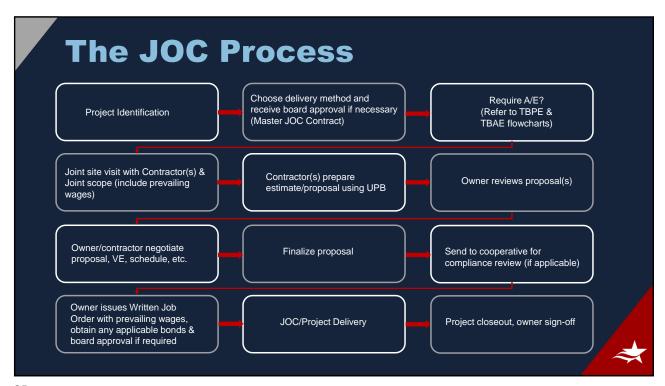




Quote

vendor's *job-specific price in writing* based on their previously bid and awarded contract coefficient and contract specified UPB. (may be required to get more than one)





25

JOC / IDIQ – Final Thoughts

- Establish procurement method with vendor prior to them quoting job.
- Include contract number on quote and PO.
- Verify pricing by requesting vendor's line-item estimate with legally bid coefficient.
- if utilizing a co-op, send confirming copy of each JOC PO issued to co-op.
- Understand that not all coefficients are created equal.
- Understand that not all co-ops are created equal, are in State, or are 2 CFR Part 200 compliant.
- Remember, Governing Body Approval is required.



THANK YOU!

THE FOREGOING PRESENTATION WAS CREATED BY HARRIS COUNTY DEPARTMENT OF EDUCATION. THIS PRESENTATION IS INTENDED TO BE USED SOLELY FOR GENERAL INFORMATION PURPOSES AND IS NOT TO BE REGARDED AS LEGAL ADVICE.

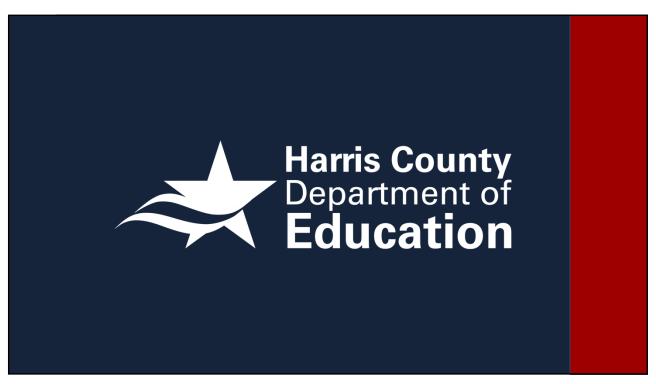
IF SPECIFIC LEGAL ADVICE IS SOUGHT, CONSULT AN ATTORNEY.

Stephen Kendrick

Sr. Manager of Facilities Planning Harris County Dept. of Education 6005 Westview Drive Houston, TX 77055 713-696-8252 skendrick@hcde-texas.org



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TIMELINE 2022

ADMINISTRATION OF PURCHASE ORDERS



SPEAKERS:

Carol Cooper Narita Holmes



1

Importance of the Purchase Order Process

- Legal implications of a Purchase Order
- Key information of the face of the Purchase Order
- Importance of Terms and Conditions
- Procedures in place to handle unexpected situations
- Internal control a Purchase Order system provides to protect the Entity

2

Legal Implications of a Purchase Order

- The Purchase Order can initiate the following actions:
 - a) Offer
 - b) Acceptance
 - C) Confirmation
- Acceptance by the vendor gives the authority to ship goods or initiate services and commits government funds for payment if the goods or services meet specifications.

3

Legal Implications of a Purchase Order

- Once an offer has been extended, there are several possibilities of what may occur:
- The offer may be accepted and result in delivery of goods or services
- 2) It may lapse
- 3) It may be rejected
- It may be revoked

1

Legal Implications of a Purchase Order

- Purchasing and attorneys consider the UCC,
 U. S. and State Constitutions and Court Rulings in selecting:
 - a) Terms on the front of the Purchase Order
 - b) Terms and conditions that are part of the Purchase Order
- Purchasing authority is described in state law
- Legal documents may need to be attached-i. e. the executed contract

5

Key Information on the Face of the Purchase Order

- Purchase Order Number
- Vendor's contact information
- Buyer's name and contact information and entity Purchasing Office information
- Shipping instructions
- Terms of payment
- Delivery date

6

Key Information on the Face of the Purchase Order

- Contract Number
- Description of location of Terms and Conditions
- Quantity, Description, Unit Price and Total Price of each item purchased
- Where to send invoice
- State Sales Tax exemption information
- Name of Purchasing Agent

7

7

Importance of Terms and Conditions

- 1. Acceptance of Purchase Order
- 2. Description of Items
- 3. Variation in Quantity
- 4. Delivery
- ⇒ 5. Warranty
- 6. Payment Terms

8

Importance of Terms and Conditions

- 7. Information and Reports
- 8. Nondiscrimination
- 9. Certification of Eligibility
- ⇒ 10. Officials not Benefit
- 11. Covenant Against Contingent Fees
- 12. Change of Name Agreements

9

9

Importance of Terms and Conditions

- 13. Successors and Assigns
- ⇒ 14. Force Majeure
- ⇒ 15. Non-Waiver of Default
- ⇒ 16. Mediation
- 17. Entire Agreement and Modification
- ⇒ 18. Order of Precedence

10

Importance of Terms and Conditions

- 19. Interpretation of Purchase Order
- ⇒ 20. Inspection of Goods
- 21. Texas Govt. Code Prohibition Verifications

11

11

Follow-up on Performance

- Track deliveries
- Document communications
- Document delays
- Keep user department informed of any changes

12

Expediting

- Special handling for orders that need to be expedited
- Determine responsibility for tracking
- Determine responsibility for communicating with vendor and carrier
- Obtain approval to expend additional funds for expedited delivery

13

13

Receipt and Inspection of Goods

- Training on proper receiving procedures
- Initial inspection of packaging condition
- Documentation of delivery receipt including an accurate count and description of items received
- Steps to follow if part of shipment is missing
- Steps to follow if there is an overage in shipment

14

Receipt and Inspection of Goods

- Steps for handling substitutions
- Determination who handles request for credit for damaged or returned items
- Steps to take if damage is discovered
 - --at time of delivery
 - --after package is opened at a later time

15

15

Follow-up with Constituents

- Develop follow-up procedures to monitor satisfaction of:
- : --User departments
 - --Vendors
 - --Buyers
- Options available:
 - --Call
 - --Survey
 - --Other

16

Internal Control a Purchase Order System Provides

A Purchase Order system should incorporate proper segregation of duties.

	Purchase of Goods	Purchase of Services		
Initiates	Requisition—Person A	Requisition—Person A		
Authorizes	Approves PO / Invoice—Person B	Approves PO / Invoice & Verifies Receipt of Services—Person B		
Records	Accounting—Person C	Accounting—Person C		
Reconciles	Budget Comparison—Person D	Budget Comparison—Person D		
Controls / Custody	Receives Goods—Person F Distributes Payment—Person E	Verifies completion—Person F Distributes Payment—Person E		

17

Internal Control a Purchase Order System Provides

- --Appropriate approvals are required
- -- The Purchasing Office monitors purchases
- --Approved Purchase Orders / contracts communicate terms to your vendors
- --Purchase Orders are numbered and accounted for
- --Access to issue POs is secured and restricted
- --Approved vendor lists are controlled by Purchasing

18

Internal Control a Purchase Order System Provides

- --Goods are received by receiving department
- --Goods are inspected for quantity and quality at time of receipt
- --Receiving information is documented at time of receipt on receiving document
- -- Receiving documents may be pre-numbered

19

19

Internal Control a Purchase Order System Provides

- --Partial deliveries on Purchase Orders are properly recorded and subsequently monitored
- Goods rejected by receiving department are documented and returned. Accounts
 Payable is notified of the return
- --Invoices are matched to PO and receiving documents.
- --Discrepancies are resolved, usually by Purchasing

20

Internal Control a Purchase Order System Provides

- --Purchases are monitored for Conflicts of Interest
- --Procedures in place for cancelling Purchase Orders
- --Unmatched invoices in Accounting should be monitored
- --Unmatched receiving reports should be monitored
- --Services received that do not match original Purchase Order should be investigated

21

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TIMELINE 2022

TEA LATEST INVESTIGATIONS OF BUSINESS/PURCHASING DEPARTMENTS



SPEAKER:

Peggy Watts







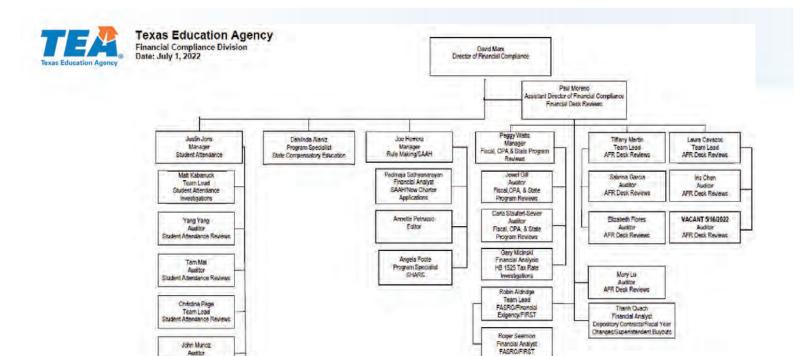
Presenter Information

Peggy Watts

Manager, Financial Compliance Division
Texas Education Agency peggy.watts@tea.texas.gov

Fiscal Reviews Unit:

- Fiscal Management Reviews
- CPA Work Paper Reviews
- Special Allotment Monitoring Program
- HB 1525 Tax Rate Investigations





✓ Special Allotment Programs

Eric Herring Auditor Student Attendance Reviews

- **✓**TEA AFR Reviews
- ✓ Fiscal Management Reviews
- ✓ External Auditor's Findings & Comments
- ✓ Resources for Purchasing & Supply Management
- ✓ Audience Participation & Discussion Questions





Special Allotment **Programs**



TEA Special Allotment Programs

Supplemental state allotment programs include:

- 1) Career & Technology Education (spend 55% of amount)
- 2) Special Education (spend 55% of amount)
- 3) Compensatory Education (spend 55% of amount)
- 4) Bilingual Education Allotment (spend 55% of amount)
- 5) College, Career, and Military Readiness Outcome Bonus (spend 55% of amount)
- 6) Dyslexia Allotment (spend 100% of amount)
- 7) Early Education Allotment (spend 100% of amount)
- 8) Gifted and Talented (spend 100% of amount)



TEA Special Allotment Monitoring Program

What is SAMP?

- Special Allotment Monitoring Program (SAMP) reviews are performed to determine compliance with state statutes and other requirements for the supplemental state allotment programs.
- The SAMP review process includes an analysis of schools' allotment programs' allocations and expenditures to determine compliance with state spending requirements.
- This may also include an examination of schools' internal controls and/or a follow-up on any corrective actions recommended by the school's external auditor.



🚰 Special Allotment Monitoring Program

SAMP Compliance Review Flowchart



For SAMP compliance, the TEA looks at a rolling 3-year average to see if schools meet the required spending percentage for each program. The TEA identifies local education agencies (LEAs) with underutilized supplemental state allotment program funds.



The TEA notifies LEAs via emailed letter that they have underutilized funds and should come into compliance with mandated supplemental state allotment expenditure spending requirements.



Based on the level of underutilization, the TEA may ask the LEA to make up the difference in the following year, require corrective action plans, and/or conduct further monitoring review activities to seek LEA statutory compliance.



TEM Special Allotment Monitoring Program

The State has provided additional flexibility:
In the SAMP compliance calculation, fund 199 will be combined with ESSER fund codes 266, 281, 282, and 283 for testing compliance with state allotment spending.

Please see TEA's To the Administrator Addressed correspondence (August 11, 2022) about ESSER Planning: https://tea.texas.gov/about-tea/news-and-multimedia/correspondence/taa-letters/esser-planning

-



TEA Special Allotment Monitoring Program

TEA Special Allotment Variance Report

Program Intent Code (PIC)		PIC 21		PIC 22		PIC 23, 33	P	1C 24, 26, 28, 29, 30, 34	ı	PIC 25, 35		PIC 36	PIC 37, 43		PIC 38
Supplemental State Allotment Area		ifted and alented		Career and Technology Education		Special Education	c	ompensatory Education		Bilingual ducation	Ea	arly Education	Dyslexia	Ca	College, reeer and Military eadiness
Required Level of Spending		100%		55%		55%		55%		55%		100%	100%		55%
In compliance True or False?		TRUE		TRUE		TRUE		TRUE		TRUE		FALSE	TRUE		TRUE
Summary of Finance 3 year average	\$	29,766	5	2,031,634	\$	2,381,663	\$	2,905,666	\$	347,896	\$	449,494	\$ 131,824	\$	38,000
Actual Expediture 3 year average	s	76,120	s	1,390,069	5	2,360,635	s	2,096,014	s	398,667	s	227,538	\$ 147,920	s	310,727
Percent of funds expended 3 year average		256%		68%		99%		72%		115%		51%	112%		8189
Amount of expenditure needed to be in compliance				-		-		-				(221,956.50)	-		_
Fiscal Year (FY) 19			-												
Summary of Finance	\$	89,297	\$	1,864,212	\$	1,919,630	\$	2,518,196	\$	276,027	\$	-	ş -	\$	-
TSDS/PEIMS Report	\$	74,394	5	1,328,451	\$	2,299,935	\$	2,070,832	\$	393,039					
Actual percent of funds expended		83%		71%		120%		82%		142%	_	#DIV/0!	#DIV/0!		#DIV/0!
Fiscal Year (FY) 20			_				_				_				
Summary of Finance	s	_	s	2,522,518	•	2,664,068	<	3,098,156	s	416,282	s	445.162	\$ 117,656	c	29,000
TSDS/PEIMS Report	s	77,846	5	1.641,755		2,431,971		2,117,210	s		s		\$ 145,839	s	321,453
Actual percent of funds expended		#DIV/0!	Ĺ	65%	Ī	91%	Ī	68%	Ĺ	103%	Ĭ	35%	124%	Ĭ	11089
Fiscal Year (FY) 21			_				_		_					_	
Summary of Finance	s	-	5	1,708,173	5	2,561,292	5	3,100,645	s	351,378	5	453,826	\$ 145,992	s	47,000
TSDS/PEIMS Report			\$	1,200,000	\$	2,350,000	\$	2,100,000	\$	375,000	\$	300,000	\$ 150,000	\$	300,000
Actual percent of funds expended	,	#DIV/0!		70%		92%		68%		107%		66%	103%		6389

10



NEW State Supplemental Allotment Reporting Requirements

11



TEM State Allotment Reporting Requirements

NEW

Beginning in FY 2022, schools are required to include a "Use of Funds Report – Select State Allotment Programs" (Schedule J-4) in both their <u>Annual Financial Report</u> (AFR) and their Data Feed submissions.

- Section A: Compensatory Education Allotment Program
- Section B: Bilingual Education Allotment Program



NEW State Allotment Reporting Requirements

State Supplemental Allotment Compliance Reporting (Schedule J-4) – Compensatory Education Allotment

		Exhibit J-4
	Anywhere Independent School District	
	Use of Funds Report - Select State Allotment Programs	
	For the Year Ended June 30, 20XX or August 31, 20XX	
Data Codes		Responses
	Section A: Compensatory Education Programs	
	Districts are required to use at least 55% of state compensatory education direct program costs. Statutory Authority: Texas Education Code §48	
AP1	Did your district expend any state compensatory education program state allotment funds during the district's fiscal year?	Yes / No
AP2	Does the district have written policies and procedures for its state compensatory education program?	Yes / No
AP3	Total state allotment funds received for state compensatory education programs during the district's fiscal year.	\$
AP5	Actual direct program expenditures for state compensatory education programs during the district's fiscal year.(PICs 24,26,28,29,30,34)	\$

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NEW State Allotment Reporting Requirements

State Supplemental Allotment Compliance Reporting (Schedule J-4) – Bilingual Education Allotment

		J-4
	Anywhere Independent School District	
	Use of Funds Report - Select State Allotment Programs	5
	For the Year Ended June 30, 20XX or August 31, 20XX	
	Section B: Bilingual Education Programs	
	Districts are required to spend at least 55% of bilingual education on direct program costs. Statutory Authority: Texas Education C	
AP8	Did your district expend any bilingual education program state allotment funds during the district's fiscal year?	Yes / No
AP9	Does the district have written policies and procedures for its bilingual education program?	Yes / No
AP10	Total state allotment funds received for bilingual education programs during the district's fiscal year.	\$
AP12	Actual direct program expenditures for bilingual education programs during the district's fiscal year.(PICs 25 and 35)	\$ _



TEAL *NEW* State Allotment Reporting Requirements

Data Codes Descriptions Account Descriptions Did your district expend any state compensatory education program state allotment funds during the district's fiscal year? Does the district have written policies and procedures for its state compensatory education program? Data Account Descriptions Did your district expend any state compensatory education programs during the district's fiscal year. Actual direct program expenditures for state compensatory education programs during the district's fiscal year. Account Descriptions Descriptions Descriptions Total state allotment funds received for the program state allotment funds during the district's fiscal year? Descriptions Descriptions Account Descriptions Descriptions Response April Total state allotment funds received for bilingual education programs during the district's fiscal year. Descriptions Descriptio	dateabl	(Not Updat	i finalized)	have bee	chedules	20 -21 (S	I ISD 202	sheet - AUST	4 Wor
Descriptions ap1 Did your district expend any state compensatory education program state allotment funds during the district's fiscal year? ap2 Does the district have written policies and procedures for its state compensatory education program? ap3 Total state allotment funds received for state compensatory education programs during the district's fiscal year. ap4 Actual direct program expenditures for state compensatory education programs during the district's fiscal year. Account Descriptions ap5 Did your district expend any bilingual education program state allotment funds during the district's fiscal year? ap6 Does the district have written policies and procedures for its bilingual education program? ap7 Total state allotment funds received for bilingual education programs during the district's fiscal year. ap8 Actual direct program expenditures for bilingual education programs during the district's fiscal year. Account Account Account 1 Account 1	Print	Print	Help		List	Erro		Show Errors	
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ap8 Does the district have written policies and procedures for its bilingual education program? ap7 Total state allotment funds received for bilingual education programs during the district's fiscal year. ap8 Actual direct program expenditures for bilingual education programs during the district's fiscal year. (PICs 25 and 35) Data Account 1	1 onses	1 Responses							
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ap8 Actual direct program expenditures for bilingual education programs during the district's fiscal year. (PICs 25 and 35) Data Account 1				tion program?	for its bilingual educ	licies and procedur	strict have written poli	Does the	арв
Data Account 1				listrict's fiscal year.	programs during the	for bilingual educati	nent funds received fo	Total state all	ар7
)	scal year. (PICs 25 and 3	s during the district's	al education progra	penditures for bilingua	Actual direct program	ap8
Codes Descriptions Respons	1 onses	1 Responses				Account Description			Oata odes
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TEA Discussion Questions

During FY 2020-21, how many students were there in the Texas public school system?

- a) Under 4 million
- b) Between 4 to 5 million
- c) Over 5 million





TEA AFR Reviews



TEAL TEA AFR Reviews



Total AFRs reviewed for FY 2021:

- ➤ Independent School Districts 1,020
- ➤ Open-enrollment Charter Schools -172
- ► Governmental Charter Schools 11
- ➤ Regional Education Service Centers – 20



TEA TEA AFR Reviews for FY 2021

- External Auditor's Findings - 265
- External Auditor's Management **Communication Letter** Comments - 456
- Other TEA Comments -2,681





TEA External Auditor's Findings



Internal Control

✓ Significant Deficiencies: 79

✓ Material Weaknesses: 32



Noncompliance

- ✓ Noncompliance not material: 74
- ✓ Material Noncompliance: 40

Internal Control and Noncompliance

- ✓ Significant Deficiencies and Noncompliance: 27
- ✓ Material Deficiencies and Noncompliance: 13



Findings Breakdown

Financial Reporting	31%
Unfavorable Budget Variances	20%
Other Internal Control Issues	17%
Purchasing / Procurement	10%
Federal Grant Programs	10%
Child Nutrition Program	9%
Special Allotment Programs	3%



TEM External Auditor's Management Communication Letter

Other Internal Control Issues	30%
Financial Reporting	26%
Purchasing / Procurement	13%
Special Allotment Programs	11%
Unfavorable Budget Variances	9%
Federal Grant Programs	6%
Child Nutrition Program	5%



TEM Other TEA AFR review comments include:

Data Feed & AFR inconsistencies

Inconsistencies within the AFR or the Independent Auditor's Reports

Late AFR or Data Feed submissions

Deficit Net Position

Deficit Fund balance

Unsecured deposits

Low or Declining General Fund



TEA Discussion Questions

- How many Independent Schools Districts are there in Texas?
 - a) Under 1,000
 - b) Between 1,000 to 1,100
 - c) Over 1,100
- Who is responsible for approving a school's Annual Financial Report?
 - a) Board of Trustees
 - b) School Superintendent
 - c) Chief Financial Officer



Fiscal Management **Reviews Process**



TEM Overview of Fiscal Management Reviews

Fiscal Management Reviews are reviews by the Financial Compliance Division of TEA designed to:

- > implement or follow-up on corrective actions recommended by the schools' external auditor
- examine schools' internal controls
- determine compliance with state and federal statutes and regulations



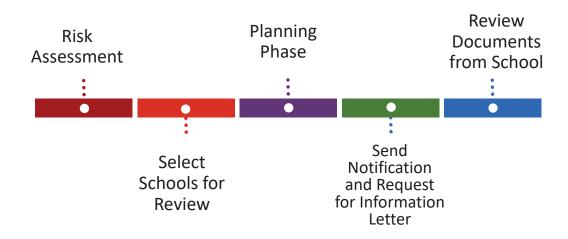
TEM Overview of Fiscal Management Reviews

Fiscal Management Reviews includes examining issues such as:

- ✓ Audit Findings
- ✓ Low General Fund Balance
- √ Fund Deficits
- ✓ Going Concern
- ✓Internal Control Issues
- ✓ Noncompliance Issues
- √ Failed FIRST rating or low FIRST score

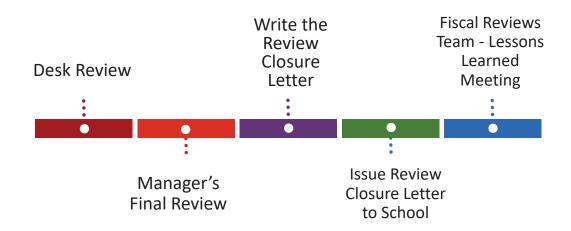


TEA Overview of Fiscal Management Reviews





TEA Overview of Fiscal Management Reviews





TEA Discussion Questions

- An unmodified opinion on the Independent Auditor's Report will usually trigger a Fiscal Management Review?
 - a) True
 - b) False
- For a June 30 fiscal year-end school, what date would their AFR PDF and Data Feed submissions be due to TEA if November 27 fell on Thanksgiving Day?
 - a) November 27
 - b) November 28
 - c) The following Monday





TEA External Auditor's Findings & Comments

- Purchase orders prepared and approved after the actual goods or services were received.
- Purchase orders not properly authorized.
- ❖ Documentation for certain purchases were vendor <u>statements</u> instead of vendor <u>invoices</u>.
- ❖ Request for reimbursement was submitted before the costs were incurred or obligated.
- Missing documentation such as invoices or purchase orders.
- Invoices not stamped "PAID".
- Sales tax was paid, although the school is exempt from sales tax.



Example 1: Authorization & Documentation Finding

A payment was made to a vendor for \$16,600. The actual amount due was only \$8,300, but an invoice copy was mistakenly included in the payment.

The check was processed 9/22/20, cashed by the vendor 9/25/20, and a refund amount deposited by the District 11/5/20.

External auditor noted: One of the primary controls over disbursements is the review and approval of the check registers by the Superintendent, but this process failed to detect the error.



FEA External Auditor's Findings & Comments

Example 2: Employee Reimbursements Finding

External auditor noted: Reimbursing employees for reasonable amounts spent on behalf of the District should be controlled to ensure that purchasing decisions are made in the best interests of the District and there is compliance with federal tax reporting requirements.

One employee was reimbursed for a total of \$8K for expenses made over a period of 14 months. Two reimbursements totaling \$2K were to an individual to upgrade computers to Windows 10. There was no approval of this vendor by the Business Office, or Technology. It was reported that District technology staff could have done the upgrade at little or no cost. The purchases were not captured in the financial system as contract labor and were not reported on a Form 1099 for federal tax purposes - putting the District in violation of federal reporting laws.

External auditor noted: Controls over employee reimbursements should be reviewed and enhanced to ensure adequate controls.



Credit Card Purchases

- ❖No documentation of the business purpose of purchases.
- ❖ Purchases in excess of \$5,000 that had only one signature.
- ❖No supervisory approval documented.
- Credit card transactions not supported by receipts.
- Purchasing policy regarding procurement card purchases was not always followed.



TEA External Auditor's Findings & Comments

Financial Reporting

- ❖ Not accruing purchasing invoices at year-end, although the goods and services were received within the fiscal year.
- Credit card payment had several missing invoices. Account coding was done from the credit card statement information, but it is essential that invoices are retained to document the actual items purchased.
- ❖ No account coding was listed on the invoices tested and only on the purchase orders.
- Vendor payments did not match the ledger amount posted.
- ❖ Items were accrued in account 2111 (Accounts Payable) with the system generated accruals and were also manually accrued into account 2210 (Accrued Expenditures), thus overstating expenditures and liabilities.



Example: Financial Reporting Finding

- ✓ It was noted that checks paid in FY22 included invoices which should have been accrued in FY21.
- ✓ It was also noted that \$47K in payroll liabilities did not have any offsetting expenditures.
- ✓ In addition, the District did not reverse the prior year accounts payable.



TEA External Auditor's Findings & Comments

Procurement

- Contracts were awarded without proper procurement procedures.
- District did not comply with TEC, Section 44.031, for purchases in excess of \$50,000.
- Testing of procurement revealed significant turnover in positions handling purchasing. Training on procurement rules should be considered for all new employees in purchasing roles.



Example: Procurement Finding

School made payments on a public works contract that was entered into by the School without the use of the Competitive Procurement Process. Since the contract did not go through the competitive procurement process, payments were not available to be paid with state funds. Therefore, the School used State Funds inappropriately when loan payments were made in FY 2021.



FEA External Auditor's Findings & Comments

Vendors

- Several vendor W-9 forms did not match the vendor total for the calendar year, one vendor W-9 address did not match their 1099 address, and one 1099 form was not found.
- Vendor was not on a board approved list and no quotes were received before using this vendor for multiple checks issued.
- ❖ Not able to provide all subcontractors' W-9 forms requested.
- Vendors were not Board approved or on the Buy Board list.
- Vendor was selected based on competency and qualifications; however, the basis for selection was not documented.



Board Approval

- Purchase exceeded \$10,000 was not properly approved by the Board as required by the District's local purchasing policy.
- ❖ An electricity contract had been entered into during the fiscal year but was not procured in line with the District's procurement policies and did not have the proper Board approval.
- District paid a vendor \$69K during the year for technology services which were procured through a co-operative agreement; however, Board approval does not appear to have been obtained prior to payment disbursement.



EALL External Auditor's Findings & Comments

Federal Compliance

- School did not maintain documentation of the required number of quotes to support the history of procurement, as required by Uniform Guidance.
- Purchases were made from federal grants that exceeded the \$10,000 threshold. Multiple quotes were not obtained for any of these purchases, and the District did not check the vendors for suspension and debarment.
- District awarded a purchase contract for supplies, funded through ESEA Title I, Part A. Multiple quotes were obtained prior to awarding the contract, but documentation was not retained to support the procurement process. The vendors were not screened for suspension and debarment.



Bidding

- District was unable to provide the newspaper bid notice.
- Capital Assets were purchased from suppliers without advertising for hids.
- District did not go out for formal bids for the replacement of their HVAC system.
- District awarded contracts that were not competitively purchased.
- District was unable to provide documentation of the required purchasing procedures (Quotes, Bids or Buy Board).
- District obtained three quotes but did not select the lowest quote. Further inquiries revealed there was no documented reason for the decision.



External Auditor's Findings & Comments

Bidding Findings

Example 1: The District purchased a used bus from a vendor whose total cost was \$58K but did not follow any of the TEC 44.031 procurement requirement options available when it executed the contract.

Example 2: School purchased two vehicles from a dealership that totaled \$50K. That threshold should trigger competitive bidding, which was not performed. In addition, the School's procurement policy is outdated and refers to old federal thresholds.



Construction

- Construction invoices were received for work performed in June 2021, but the expenditures were not accrued in FY21.
- The District incurred expenditures prior to year-end that should have been included in accounts payable and retainage payable year-end balances. As a result, total assets and total liabilities were misstated.
- ❖ District had \$2.8M of construction in process and capital outlay but booked it to supplies and materials.
- Invoices totaling \$799K for ongoing construction projects were not identified and recorded as liabilities which resulted in an understatement of accounts payable and capital expenditures.





- > TEA's Financial Accountability System Resource Guide (FASRG) Module 5 - Purchasing
- Texas School Performance Review Common Savings Recommendations (by Legislative Budget Board) https://senate.texas.gov/cmtes/81/c897/0422-LesliCathev.pdf
- State of Texas Procurement and Contract Management Guide https://comptroller.texas.gov/purchasing/publications/procurement-contract.php
- Texas Government Code, Chapter 2269 Construction
- Texas Local Government Code, Chapter 271 Purchasing & Contracting



The Texas Comptroller of Public Accounts created eXpendit to provide information to state agencies and institutions of higher education on how to properly carry out purchase transactions while complying with certain provisions of the constitution, statutes and rules of Texas related to expenditures.

https://fmx.cpa.texas.gov/fm/pubs/purchase/index.php



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Questions?



Contact info

Peggy Watts 512-936-6328 peggy.watts@tea.texas.gov

THANK YOU!

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TIMELINE 2022

HEADLINE NEWS ARTICLES



SPEAKERS:

Panel of Speakers



RIO GRANDE

Indictment details charges against migrant shelter CEO

Starr Cou

DPS investi

NOTICE TO READERS

OFFICE CLOSED

AROUND THE VALLEY

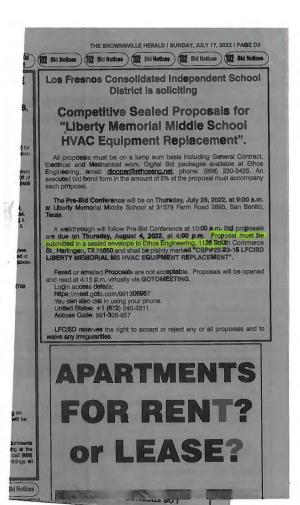
plane from

Brownsville and the Rio Grande Valley

Judge orders CEO of migrant shelter to be held without bond



Year's first



Beyond with

Feds: Minnesota food scheme stole \$250M; 47 people charged





treamline subdividing



s calling for the removal of San Benito's City Manager Manuel De La Roas Sept. 6 ahead of the San Benito's rators gather in a nearby home to prepare to protest outside the Municipal Building in San Benito.

leaders atorium

fire City Manager Manuel La Rosa, arguing he has sinterpreted the ordinance by believe excludes homes ilt before the 1995 ordince's enactment from the stly re-platting process.
Before Tuesday's meeting,
embers of the group waived
ns during a demonstration
front of City Hall.



Kerri Valencia and her children Alice and Tyler hold up signs along Sam Houston Boulevard Sept. 6 to protest City Manager Manuel De ahead of the San Benito's City Commission Meeting outside the See UPROAR * A9 Municipal Building in San Benito.

San X Benito releases forensic audit

Report reviews 6 'areas of concern'

By FERNANDO DEL VALLE Staff Writer

san Benito — San Benito school district officials are addressing an auditing firm's recommendations based on its 10-month, \$220,000 forensic audit focusing on district operations during a five-year period.

period.

Barlier this week, the Fort
Worth-based firm of Weaver
and Tidwell presented its
report to school board members before they publicly
released its findings.

"Trustees will work collaboratively with district admin-

oratively with district admin-istrators to ensure that steps are taken to promptly and efficiently remediate the areas of concern," board President Ramiro Moreno stated.

On Wednesday, board member Orlando Lopez said the auditors, who found no unlawful practices. presented

unlawful practices, presented recommendations.

"Under the current admin istration, the district has implemented multiple measures to ensure all acquisisures to ensure all acquisi-tions of goods and services are obtained in accordance with board policy and Texas law, "Superintendent Theresa Servellon stated. "Commencing the 2022-2023 school year, teachers and instructional assistants

imelectly violated' UN Charter in Ukraine

Continued from A1

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ncias father toup, on Aug, aff works whers, they ompliance opperty own-mitment." le La Rosa an, stating a pause. onsider a e property l amicably er."

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AUDIT

FROM AT states. As part of a 2019 contract, the district paid the Brighton Group \$1.25 million based on estimated \$30 million construction costs, it states. "Based upon other reviews of other project management contracts at other school districts, frees are generated."

The realignment of these funding sources has proven to be advantageous in meeting our school district's goals. I look forward to working with the school board and district administration of the forensic audit's recommendations and will implement appropriate change for the betterment of San Benito CISD."

Audit's scope

Audit's scope

As part of the audit of covering the period from Sept. 1, 2016 to Aug. 31. 2021, the auditors focused on six highest focused highest

the report states.

The audit included metions of budgets from welves of budgets from 2017 to 2021, reviews of 200,000 emails along with reviews of the district's ledger and check register, from which auditors from which auditors selected a "sample of transactions for further review," it states.

The review included vendor solicitation, evaluation of proposals, quotes and bids as well as the district's competitive bidding practices along with district and load purchasing, travel and credit card expendiand credit card expendiand credit card expendiant credit card expen

ABC Group

The audit also included a review of the district's 2018 \$180,000 contract with the ABC Group, which produced a quarterly district newsletter suspended in October 2007 19 pandemic, the report action action of the contract automatically extended automatically extended for two years in 2021.

"We did not identify evidence of the board discussing the renewal," the report states.

By the time the contract expires in April 2023, the district is expected to spend a total of \$540,000 for public relations services from April 2018 to April 2018 to April 2018, it states.

other school districts, fees are generally paid based on either project completion percentages each month, the completion of pre-determined milestones or based on hourly rates and time on the project," the report states.

Maintenance and Operation

Operation
The audit also included a review of a \$2.1 mildion Parsons Commercial
Koofing project produned through a purchasing cooperative, the
report states.
In their review, the
auditors found "it did not
auditors found it did not
auditors to ther bids or
quotes were obtained."

valleystar.com ★ A9

as defined under the

as defined under the Texas Government Code. It states. From 2018 to 2019, the Term 2018 to 2019 and the state of the state

The audit included The audit included a review of the board's 2020 appointment of Jeff Everitt & Associates, selected to sorve as the

it states.

"The insurance agent,
of record services was not
procured through an RFQ
process ... a possible vio-lation of Texas Education
Code Section 44.031," the
auditors wrote.

Credit card expenditures

The audit also included a review of 3,700 credit card transactions from 2017 to 2021, the report

2017 to 2021, the report states.

During their review, the auditors found the district carned American Express "additional rebates" from 2017 to 2016, it states.

The audit shows the district redeemed American Express rewards points through remaining \$9,325, office totalling \$9,325, office totalling \$9,325, office totalling \$9,325, office and the district of the district ship in the report states, adding rebates totalled \$150,000.

As part of their review the auditors found three transactions without purchase orders, three without supporting documentation and seven whose documentation was destroyed pursuant to a record retention policy, it states.

During the review.





TIMELINE 2022

QUESTIONS & ANSWERS SESSION



SPEAKERS:

Carol Cooper Mark Rogers Narita Holmes Peggy Watts Phillip Vasquez Pam Perkins Jesus Amezcua