



INSTITUTE FOR SUPPLY MANAGEMENT
RIO GRANDE VALLEY CHAPTER

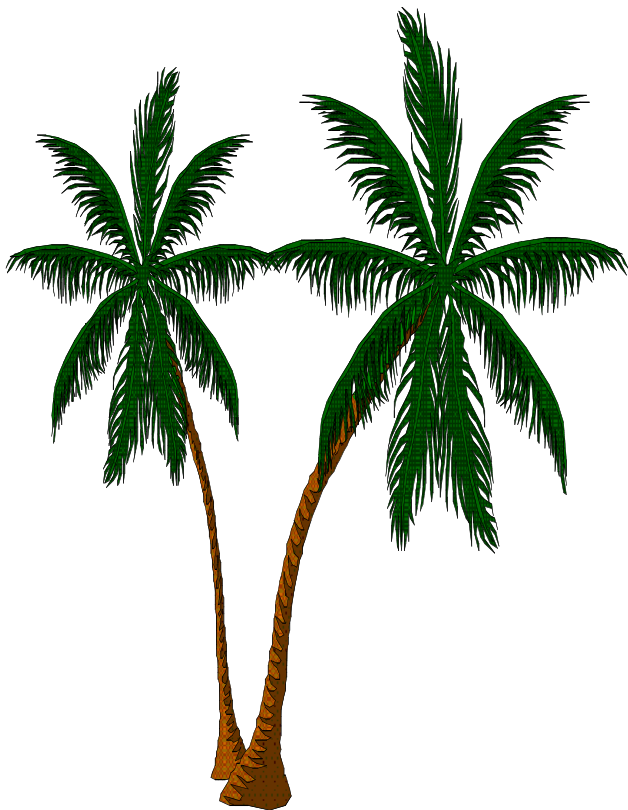
ISM-Rio Grande Valley, Inc.

Presents

SUMMER SESSION 2026

**A PUBLIC PURCHASING
SEMINAR *from***

June 24TH, 25TH, 26TH, 2025



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

Contents:

Calendar of Events

Class Schedule

About the Speakers

Participants List

Thank you Sponsors

Class Materials

CALENDAR OF EVENTS

SUMMER SESSION 2026

A PUBLIC PURCHASING SEMINAR

June 24, 25, 26, 2026

Hilton Garden Inn Beach Resort · South Padre Island, Texas

Tuesday, June 23	3:00 - 8:00 p.m.	Exhibit Set-Up All tables must be fully set up by 10am Wednesday. Any tables not setup may be reassigned.
Wednesday, June 24	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
	5:30- 7:30 p.m.	Reception & Networking Session
Thursday, June 25	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
	5:30 - 7:30 p.m.	Reception & Networking Session
Friday, June 26	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)

SUMMER SESSION 2026

CLASS SCHEDULE WEDNESDAY—JUNE 24, 2026

10:00 – 1:00		REGISTRATION
1:00 – 1:05		INTRODUCTION
1:05 – 2:00	W-1	UPDATE ON LEGISLATION LEGISLATIVE LAWS <ul style="list-style-type: none">• <i>Narita Holmes</i>• <i>Jesus Amezcua</i>• <i>Phillip Vasquez</i>
2:00 – 3:00	W-2a	WHAT MEASURES TO USE TO EVALUATE YOUR JOB <ul style="list-style-type: none">• <i>Narita Holmes</i>
3:00 – 3:15	W-2b	VENDOR INTRODUCTIONS
3:15 – 4:00	W-3	LIABILITY, RISK AND IMMUNITY IN CONTRACTING <ul style="list-style-type: none">• <i>Elton Brock</i>• <i>Joey Lopez</i>
4:00 – 5:00	W-4	LEVERAGING AI TO BOOST YOUR PROCUREMENT EFFICIENCY <ul style="list-style-type: none">• <i>David Akers</i>
5:30 – 7:30		NETWORKING SESSION/RECEPTION

SUMMER SESSION 2026

Class Schedule Thursday—June 25, 2026

TIME	CLASSROOM A		CLASSROOM B	
8:00 - 9:00	T-5A	PURCHASING LAWS—101 FOR CITIES * <i>Elton Brock</i> * <i>Diane Palmer-Boeck</i>	T-5B	PURCHASING LAWS—101 FOR COUNTIES * <i>Narita Holmes</i>
9:00 - 10:00	T-6A	HOW TO HANDLE A BID PROTEST * <i>Diane Palmer-Boeck</i> * <i>Kellie Pendelton</i>	T-6B	PURCHASING COOPERATIVES— HOW TO APPROVE THEM WITH THE GOVERNING BOARD * <i>Phillip Vasquez</i>
10:00 - 11:00	T-7A	STAY UP WITH THE NEW FEDERAL REGULATIONS * <i>Jesus Amezcua</i>	T-7B	CHANGES ON JOB ORDER CONTRACT- ING (JOC) * <i>Stephen Kendrick</i>
11:00 - 12:00	T-8A	UPDATE YOUR PROCUREMENT TEMPLATES * <i>Stephanie Ritchie Hardin</i>	T-8B	KEEP YOUR PURCHASING FILES IN OR- DER—THE AUDITORS ARE COMING * <i>Edna Johnson</i>
12:00 - 1:00	LUNCH			
1:00 - 2:00	T-9A	BEST PRACTICES IN PURCHASING * <i>Jesus Amezcua</i>	T-9B	NEGOTIATIONS * <i>Mark Rogers</i>
2:00 - 3:00	T-10A	TEXAS ATTORNEY GENERAL—BID RIGGING AND OTHER ANTITRUST VIOLATIONS * <i>Josh Ciampi</i>	T-10B	SPECIFICATION WRITING * <i>Mark Rogers</i>
3:00 - 4:00	T-11A	PURPOSE DRIVEN PURCHASING * <i>Johnny Torres</i> * <i>Trevor Hopkins</i>	T-11B	ETHICS * <i>Mark Rogers</i>
4:00 - 5:00	T-12A	TRAINING YOUR STAFF—USE THESE PROCEDURES * <i>Rudy Salinas</i>	T-12B	HOW THE POLITICAL ENVIRONMENT AFFECTS YOUR PERFORMANCE * <i>Meliton Moya</i>
5:30—7:30	NETWORKING SESSION/RECEPTION			

SUMMER SESSION 2026

CLASS SCHEDULE FRIDAY—JUNE 26, 2026

8:00 – 9:00	F-13	YIKES! AM I WITNESSING FRAUD <ul style="list-style-type: none">• <i>Narita Holmes</i>
9:00 – 10:00	F-14a	AFTER THE BID OPENING—HOW TO MANAGE THE PROCEDURES <ul style="list-style-type: none">• <i>Mark Rogers</i>
10:00 – 10:30	F-14b	HOW TO GET YOUR CPPO CERTIFICATION <ul style="list-style-type: none">• <i>Diane Palmer-Boeck</i>• <i>Kellie Pendelton</i>
10:30 – 11:00	F-15a	HEADLINE NEWS ARTICLES <ul style="list-style-type: none">• <i>Panel of Speakers</i>
11:00 – 12:00	F-15b	QUESTIONS & ANSWERS SESSION <ul style="list-style-type: none">• <i>Narita Holmes</i>• <i>Phillip Vasquez</i>• <i>Jesus Amezcua</i>• <i>Mark Rogers</i>
12:00		SEMINAR ENDS
1:00 – 3:00		GROUP SESSIONS (OPTIONAL)



SUMMER SESSION 2026

ABOUT THE SPEAKERS

JESUS J. AMEZCUA, CPA

Jesus is a banker with TRB Capital Markers/Estrada Hinojosa. He currently provides consulting services to local governments in school finance and business processes. He has over 38 years of experience with school districts and local governments. Formerly, he was the Assistant Superintendent for Business Services for HCDE, he oversaw financial management, investment management, debt management, procurement, compliance, tax collections, accounts receivable, accounts payable and payroll departments. He also worked with Laredo ISD and the City of Laredo over financial management. Dr. Amezcua is a CPA 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 34 plus years. He received his Doctor of Education Administration from Texas A&M University in 2014. He received his MBA in 1990, Public 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.

EDNA JOHNSON

Edna E. Johnson currently serves as the Director of Procurement Services for the Harris County Department of Education (HCDE). Johnson holds a doctoral degree in education from the University of New England, a Master of Public Administration from Villanova University, and a bachelor's degree in political science from Texas Southern University. Before joining HCDE, she served as a revenue accountant and procurement manager in Spring Branch ISD. Beyond her professional achievements, she has taught procurement classes at state and national conferences, and has earned multiple state and national procurement awards.

RUDY SALINAS

Rudy's public purchasing career actually started when his company was trying to sell equipment to a municipality. Years later, he found himself on the other side of the table being hired as the buyer for Mission CISD Maintenance Department. Along with the new role, the department also assigned him as their warehouse supervisor because of his business background. His twenty-year career in public purchasing would have him serving in various positions from buyer to procurement manager with Mission CISD, Hidalgo County, and with the City of McAllen. He retired in 2024 from the city where his role as senior buyer would provide him with the opportunity to help develop and lead the purchasing department's procurement training program. Following his retirement and with his entrepreneurial spirit still alive, he started a consulting company specializing in assisting businesses having the very same issues he himself had to overcome in order to do business with a government agency.

NARITA K. HOLMES, MBA, CPA., CIA, LCTURER IN ACCOUNTANCY AND COMPLIANCE AND TITLE IV CO-ORDINATOR, THE UNIVERSITY OF TEXAS OF THE PERMIAN BASIN, AND PURCHASING CONSULTANT

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.

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.

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 in 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.

DAVID AKERS

David Akers is the Executive Vice President of Marketing & Engagement at Equalis Group. He brings over 30 years of experience in public speaking, facilitation, and communication. He has engaged audiences from small groups to gatherings of more than 1,000, covering a wide range of topics. Most recently, David is demonstrating how agencies can harness the power of Artificial Intelligence to streamline public sector procurement, creating high-quality, consistent solicitations in minutes instead of hours or days.

JOSH CIAMPI

Josh Ciampi is currently employed with the Texas Attorney General's Office, Antitrust Division. Prior to joining the Attorney General's Office, Josh worked at several boutique antitrust transaction firms and the United Nations in an antitrust policy capacity.

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.

JERRY HADDAD

Jerry Haddad / Sr. VP of Sales / Government / Commercial Fleet Division. In 2005, Jerry took a leap by joining D&M Leasing as a sales agent. This move marked the beginning of a 19-year tenure that would see him evolve into a pivotal figure within the company. His ascent through the ranks—from Sales Agent to Company Training Manager, and from Commercial General Manager to his current position as VP of Sales for the Government and Commercial Fleet Services division—demonstrates his leadership and dedication. Jerry's work at D&M is driven by a commitment to enhancing the efficiency and effectiveness of fleet management for public sector organizations. He specializes in helping cities, counties and schools navigate the fleet leasing and management programs. His goal is to demonstrate the tremendous benefits of leasing, helping these entities to optimize their fleets and achieve substantial savings. From vehicle acquisition and maintenance to disposal and everything in between—Jerry ensures that each agency he works with can operate at its best. His approach is not just about managing fleets but about cultivating long-lasting relationships and fostering a sense of partnership that leads to mutual success.

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 in 1981. 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 psychoeducational 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.

TREVOR HOPKINS

Trevor Hopkins Strategic construction executive and industry change agent with deep expertise in Job Order Contracting (JOC) and Texas public cooperative markets. Former Director of Construction for multiple \$100M+ per year Texas GCs - personally managing \$15M aggregate annual volume and an \$8.5M ground-up design-build. The only contractor in Texas to hold both the Certified JOC Professional (CJP) and Texas State Contract Manager designations simultaneously, reflecting a career built on transparency, owner-centered collaboration, and relentless pursuit of higher industry standards.

JOHNNY TORRES

JT Torres is a construction and public procurement professional specializing in Job Order Contracting (JOC) and regional program execution across South Texas. He currently serves as a JOC Field Representative with TIPS Construction, where he supports public entities and vendors throughout the full project lifecycle, ensuring compliance, efficiency, and successful delivery of construction projects. JT is also the Founder and Principal Consultant of Build Tactical LLC, a certified Service-Disabled Veteran-Owned Business (SDVOB) and HUB firm focused on connecting local contractors with public sector opportunities. Through his work, he actively advances veteran and minority business participation by providing education, strategic alignment, and hands-on project support. A U.S. Navy veteran, JT brings a disciplined, solution-oriented approach to every engagement. He has overseen JOC program implementation and expansion across public sector clients nationwide and has managed the full project lifecycle for a general contractor, including subcontractor coordination, scope development, and compliance for public agencies across Texas. With deep roots in the Rio Grande Valley, JT leverages strong local relationships and market expertise to deliver impactful, compliant, and cost-effective construction solutions.

JOEY LOPEZ

Joey Lopez was born and raised in Brownsville, Texas. As a lifelong resident, Joey attended and graduated from Sacred Heart, St. Mary's, and St. Joseph Academy. After graduating from St. Joseph Academy, he attended Pan American University. In 1981, Joey graduated with a bachelor's degree in business administration majoring in accounting and marketing. Joey served as a School Board Trustee from 1990 - 2000 at Brownsville ISD and at South Texas ISD from 2002 - 2018, Mr. Lopez currently serves as a County Commissioner since 2019. For the past 36 years, he has also consulted as a financial advisor, tax preparation and planning, and insurances.

DIANE PALMER-BOECK, CPPO, CPPB

Ms. Palmer-Boeck has 23 years municipal procurement experience and 29 years' experience in public procurement, beginning with the US Army in West Germany, Redstone Arsenal, AL and Ft. Hood, TX. Diane was the Chief Procurement Officer at the City of Plano overseeing the activities of the Procurement, Inventory Control and Project Management Divisions. She served on the Board of Directors for the National Purchasing Institute from 1998 - 2006 and is the past president. Diane earned her degree from Edinboro University, Edinboro, Pennsylvania.

STEPHANIE RITCHIE

Stephanie Ritchie joined LEON ALCALA MORSE & REYNOLDS law firm with an extensive school finance background. With six years of experience in governmental accounting and with over a decade of general accounting experience, Stephanie represents both educational and governmental entities in the area of public finance. Before joining the Firm as an associate attorney, Stephanie served as a Senior Accountant with the Harris County Department of Education and a General Ledger Accountant for the New Caney Independent School District. Stephanie has unique experience representing issuers, having served as a school finance professional experiencing these transactions from the issuer's perspective. Before becoming a school finance professional, Stephanie worked as an Audit Associate with PricewaterhouseCoopers as well as performing in-house accounting services in the oil and gas industry.

ELTON BROCK

Elton Brock is a lifelong Texan and retired from the State of Texas and the City of Denton. In 2023, Elton returned to the workforce as the Chief Procurement Officer for the City of Duncanville. With decades of experience in supply management, he has served as the Education Director for the Institute for Supply Management (ISM) Southwest Forum bringing educational opportunities to supply chain professionals in the Region and has previously led as President of the ISM Southwest Forum Austin and Waco Chapters. Elton has been recognized by ISM as the “Education/Learning Person of the Year” and as “Volunteer of the Year” and continues to offer professional training to his peers. In 2022, Governor Greg Abbott appointed him to the Board of Directors for the Sabine River Authority for a six-year term, recognizing his commitment to leadership, public service, and the conservation of our vital water resources and habitats. In 2024, the Marshall City Council appointed him to the Planning and Zoning Board of Adjustments, where he continues to serve to assist in providing solutions to Businesses and Homeowners seeking exceptions for property enhancements in the local community. Elton holds a B.S. in Criminal Justice and Business and an MBA from Sam Houston State University. He lives in Marshall, Texas, with his wife, Sharon, a school counselor, and their two daughters, Caylee and Heaven.

KELLIE PENDLETON

Kellie Pendleton serves as the Chief Procurement Official for the City of Plano and has more than 18 years of experience in public procurement. She earned her Bachelor of Science degree from The University of Texas at Austin and is actively involved in developing and delivering training on a variety of procurement-related topics through collaboration with regional and industry partners. Kellie holds the Certified Public Procurement Officer (CPPO), Certified Professional Public Buyer (CPPB), and NIGP Certified Procurement Professional (NIGP-CPP) designations.

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ISM—Rio Grande Valley, Inc.

Institute for Supply Management-Rio Grande Valley

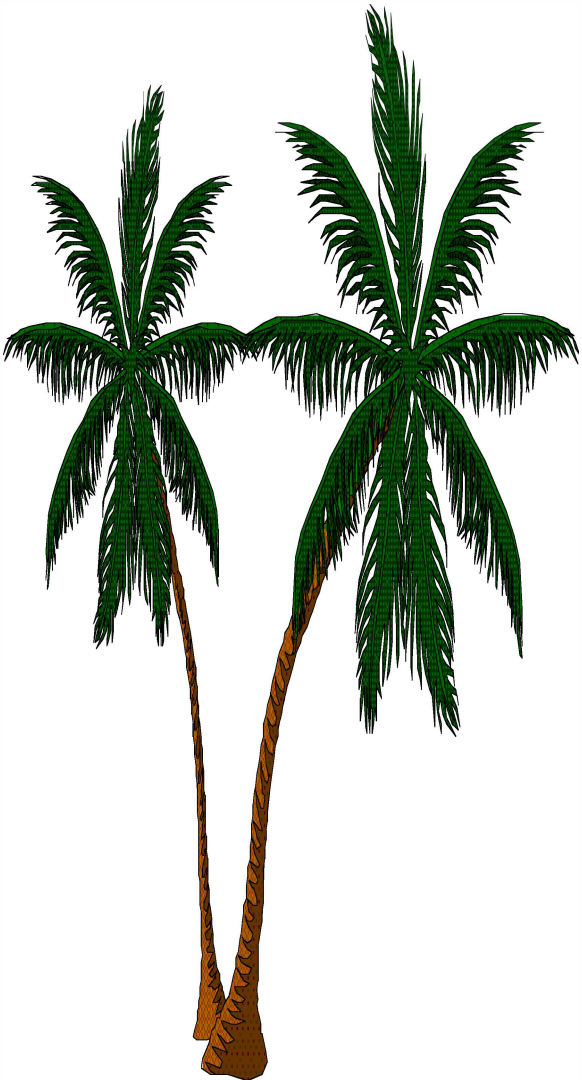
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SUMMER SESSION

2026



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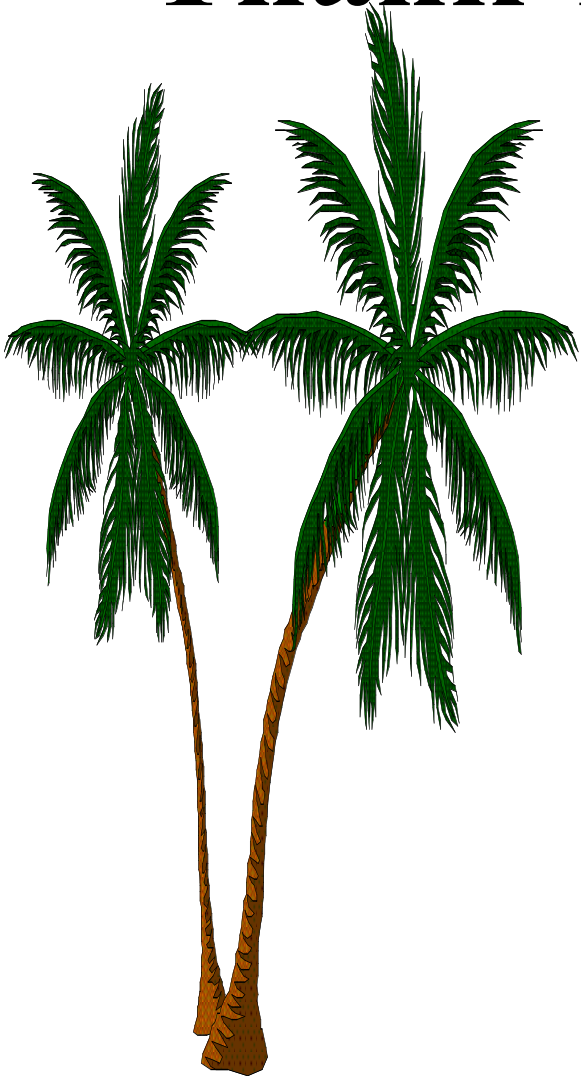
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2026**

**June 24, 25, 26, 2026
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Website: <https://www.1GPA.org>

Products: Non-profit, national purchasing cooperative.

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Email: thomas.bennett@aguaworkspipe.com

Website: <https://www.aguaworkspipe.com/>

Products: Water, Wastewater and Storm Drainage Utility Supplies

Contacts: Thomas Bennett (thomas.bennett@aguaworkspipe.com); Joe Flores (joe.flores@aguaworkspipe.com); Armando Blanco; Ernie Ortega

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Email: kfrazier@amazon.com

Website: <https://business.amazon.com/en/industries/government>

Products: Amazon Business helps state and local governments simplify procurement, save costs, and ensure compliant purchasing.

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Products: Choice Partners national purchasing cooperative offers quality, legal procurement and contract solutions.

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Phone: (956) 330-0630

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Website: <https://doggett.com>

Products: Vocational trucks with any and all bodies installed. Refuse Trucks, Complete line of vocational trailers

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Website: https://germax.us

Products: Janitorial/Cleaning Supplies (Chemicals, Trash Bags, Toilet Paper)

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Website: http://www.gulfcoastpaper.com

Products: Paper Janitorial, Packaging Foodservice disposable equipment, equipment repair offset printing, laundry and office supply needs

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Website: https://www.herrcon.us

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**JDs A/C AND Heating Inc.**

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Website: https://WWW.JD2GO.NET

Products: Job Order Contracting
Commercial HVAC

Sheetmetal and Fiber Duct Fabrication
Sales, Service, Installations, Preventive Maintenance!

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Products: Digital Print Technology, Computer and Managed IT Service, Imaging, Document Management Solutions

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Products: Procurement & Contract Management Software

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Products: Full-service construction delivering secure, on-time projects for schools, healthcare & government.

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Products: Building Envelope Consultant Services

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Vendor #15 | Silver Sponsor



Beacon Bid

Address: 2211 S I35, Frontage Road, Ste 401
Austin, TX 78741

Phone: 888-402-2231

Email: info@beaconbid.com

Website: <https://www.beaconbid.com>

Products: Beacon Bid supports purchasing and supply management teams across Texas, including the Rio Grande Valley, with free and premium tools to write and post solicitations, manage supplier outreach, and track engagement. Post to your free dedicated portal, invite vendors, and monitor activity with ease. Visit the Beacon Bid booth to learn more.

Contacts: Alex Capps (acapps@beaconbid.com); Caitlin Kennedy (ckennedy@beaconbid.com)



Vendor #16 | Silver Sponsor

BlueGreen Municipal

Address: P.O. Box 8084

Weslaco

Phone: (956) 821-1080

Email: nick@bgmunicipal.com

Website: <https://bluegreenmunicipal.com/>

Products: Manhole Covers, Fiberglass Manholes, Cold Mix , Oil

Contacts: Nick Cadena (nick@bgmunicipal.com)



Vendor #17 | Silver Sponsor

BuyBoard

Address: 12007 Research Blvd.

Austin, TX 78759

Phone: (800) 580-8272

Email: melissa.rodriguez@tasb.org

Website: <https://buyboard.com>

Products: BuyBoard Purchasing Cooperative

Contacts: Melissa Rodriguez (melissa.rodriguez@tasb.org); Lou Mireles (lupe.mireles@tasb.org); Miguel Pescador (miguel.pescador@tasb.org); Cesar Lopez



Vendor #18 | Silver Sponsor

Equalis Group

Address: 5540 Granite Pkwy. Ste 200

Plano, TX 75024

Phone: (844) 289-6728

Email: contactus@equalisgroup.org

Website: <https://equalisgroup.org/>

Products: Equalis Group – Cooperative Purchasing

Save Time. Save Money. Stay Legal.

Equalis Group is a cooperative purchasing organization that provides contracts competitively solicited by public agencies for a wide array of products and services. Our Master Agreements are established through rigorous and transparent competitive solicitations conducted in accordance with public procurement guidelines to ensure our members stay in compliance.

Contacts: David Akers (dakers@equalisgroup.org); Angele Burton (aburton@equalisgroup.org)



Vendor #19 | Silver Sponsor

Ferguson Facility Supply LLC

Address: 221 Junior Beck Drive

Corpus Christi, TX 78405

Phone: (956) 238-9159

Email: edward.sanders@ferguson.com

Website: <https://www.Ferguson.com>

Products: Janitorial supplies, HVAC, Plumbing, Renovations, Lighting, and anything to help maintain a customer's facility.

Contacts: Ed Sanders (edward.sanders@ferguson.com); Ed Wilson (edward.wilson@ferguson.com); Kerry Byerly (kerry.byerly@ferguson.com)



Vendor #20 | Silver Sponsor

Fire Ant Professionals

Address: PO Box 3027

Lake Jackson, TX 77566

Phone: (979) 321-8181**Email:** fireantpros@gmail.com**Website:** <https://www.fireantpros.com>**Products:** We are a pest control company who specializes in the elimination of fire ant colonies on any size property.**Contacts:** April Kelsoe (fireantpros@gmail.com); Tony Kelsoe (fireantpros@gmail.com)

Vendor #21 | Silver Sponsor

Gateway Printing and Office Supply, LLC

Address: 315 South Closner

Edinburg, TX 78539

Phone: (956) 383-3861**Email:** cdiaz@gatewayp.com**Website:** <https://www.gatewayp.com>**Products:** Local General office Supply, Commercial Printing, Promotional, Janitorial, Breakroom services, Commercial Furniture and Design company servicing Texas.**Contacts:** Chris Diaz (cdiaz@gatewayp.com); Andy Lozano (andy@gatewayp.com); Leticia Saenz (leticia@gatewayp.com); Janie Bodden; Rey Rosales; Sandra De Leon

Vendor #22 | Silver Sponsor

GovDeals

Address: 6931 Arlington Road

Bethesda, MD 20814

Phone: (334) 387-0532**Email:** conferences@govdeals.com**Website:** <https://www.govdeals.com>**Products:** Online government surplus auctions.**Contacts:** Heidi Feiden (hfeiden@govdeals.com)

Vendor #23 | Silver Sponsor

Gunn Nissan

Address: 750 NE Loop 410

San Antonio, TX 78209

Phone: (210) 254-5629**Email:** jcastillo@gunnauto.com**Website:** <https://www.gunnissan.com/>**Products:** Commercial, governmental and retail vehicles**Contacts:** Jose Leonides Castillo (jcastillo@gunnauto.com)

Vendor #24 | Silver Sponsor

Impact Promotional Services, LLC dba Got You Covered Work Wear & Uniforms

Address: 1110 E LANCASTER AVENUE

FORT WORTH

Phone: (817) 336-0692**Email:** cloman@gycuniforms.com**Website:** <https://www.gycuniforms.com>**Products:** We are a full-service provider of Law Enforcement, Fire, EMS and Security uniforms, work wear, tactical gear and other accessory items.**Contacts:** William Burgess (bill@gycuniforms.com)



Vendor #25 | Silver Sponsor

Linebarger Goggan Blair & Sampson, LLP**Address:** 35 Providencia Ct.
Brownsville, TX 78526-0218**Phone:** (956) 546-1216**Email:** jeffrey.garcia@lgbs.com**Website:** <https://www.lgbs.com/office/brownsville/>**Products:** Provides legal services and collections for governmental entities.**Contacts:** Jeffrey Garcia (jeffrey.garcia@lgbs.com); Monica Solis (monica.solis@lgbs.com)

Vendor #26 | Silver Sponsor

ODRA Road Sweepers**Address:** 705 South 48th Street
Grand Forks, ND. 58201**Phone:** 1 (844) 888-6372**Email:** info@odrasweeper.com**Website:** <https://odrasweeper.com>**Products:** We are a leading US manufacturer of mechanical road sweepers. We pride ourselves on the simplicity and consistency in our designs, meaning less downtime due to complicated components, and more time getting work done.**Contacts:** Carlos Silva (carloss@odrasweeper.com); Megan Thompson (marketing@odrasweeper.com)

Vendor #27 | Silver Sponsor

OMNIA Partners**Address:** 5001 Aspen Grove Drive, Suite 600
Franklin, TN 37067**Phone:** (866) 875-3299**Email:** info@omniapartners.com**Website:** <https://www.omniapartners.com/>**Products:** Cooperative | Group Purchasing Organization**Contacts:** Leslie Garza (leslie.garza@omniapartners.com)

Vendor #28 | Silver Sponsor

Purchasing Cooperative of America (PCA)**Address:** PO Box 604
Hico, TX 76457**Phone:** (817) 917-1813**Email:** natalie@pcamerica.org**Website:** <https://www.pcamerica.org>**Products:** Purchasing Cooperative**Contacts:** Mike Forbes (mikef@pcamerica.org); Dean Zajicek (dean@pcamerica.org); Leslie Zajicek (leslie@pcamerica.org)

Vendor #29 | Silver Sponsor

T-Mobile for Government/Tel-Com**Address:** 833 N Ware, Suite S
McAllen, TX 78501**Phone:** (956) 893-8586**Email:** gilbert.conde2@t-mobile.com**Website:** <https://www.t-mobile.com/business/government>**Products:** Telecommunications-Government Contracts

Fleetmatics, Cameras, Hotspots/MIFI, Smartphones, Tablets (iPads), 1st Responders

Contacts: Gilbert Conde (gilbert.conde2@t-mobile.com); Fabian Esparza (fesparza@tel-sol.com); Jorge Gutierrez (jgutierrez@tel-sol.com)



Vendor #30 | Silver Sponsor

TIPS - The Interlocal Purchasing System

Address: 2816 Jay Ave.
McAllen, TX 78504

Phone: (956) 802-5677

Email: javier.farias@tips-usa.com

Website: <https://tips-usa.com>

Products: Purchasing Cooperative

Contacts: Javier Farias (javier.farias@tips-usa.com)



Vendor #31 | Silver Sponsor

Toshiba Business Solutions

Address: 3400 N McColl Rd Ste J
McAllen, Texas, 78501

Phone: (956) 463-6802

Email: roberto.arteagajr@tbs.toshiba.com

Website: <https://www.tbs.toshiba.com>

Products: We provide Digital Workflow Solutions and Device Print Management Solutions. Including our award-winning Toshiba devices as well as Lexmark and Brother Print Devices.

Contacts: Roberto Arteaga (roberto.arteagajr@tbs.toshiba.com); David Deviney (david.deviney@tbs.toshiba.com); Maria Saenz (maria.saenz@tbs.toshiba.com); Brent Marcinski



Vendor #32 | Silver Sponsor

UBEO Business Services

Address: 401 E. Sonterra Blvd.
San Antonio, TX 78258

Phone: (210) 918-6000

Email: acolino@ubeo.com

Website: <https://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.

Contacts: Andrew Colino (acolino@ubeo.com); Sergio Gomez



Vendor #33 | Silver Sponsor

United Rentals North America

Address: 3595 Farm to Market 1960 Road West
Humble, TX 77338-3363

Phone: (936) 355-8517

Email: krankin@ur.com

Website: <https://www.unitedrentals.com/>

Products: TOILETS, POWER, TRENCH, SAFETY, TRAINING, GENERAL RENTAL, DIRT EQUIPMENT, FLOORING EQUIPMENT, TOOLS, FENCING, TENTS.

Contacts: Kimi Rankin (krankin@ur.com)

Vendor #34 | Silver Sponsor



Western Specialty Contractors

Address: 9468 Corporate Drive
Selma

Phone: (210) 912-4948

Email: danw@westerngroup.com

Website: <https://www.westernspecialtycontractors.com>

Products: Since 1915, Western Specialty Contractors is the nation's largest specialty contractor in masonry and concrete restoration, waterproofing, and specialty roofing. Western offers a nationwide network of expertise that building owners, engineers, architects, and property managers can count on to develop cost-effective, corrective measures that can add years of useful life to a variety of structures including industrial, commercial, healthcare, historic, educational, and government buildings.

Contacts: Dan Wicht (danw@westerngroup.com); James Bartkowiak (jbartkowiak@garlandco.com); David Vinson (davidvinson@amtechsls.com)

Vendor #35 | Silver Sponsor



WorkQuest

Address: 1011 East 531/2 Street
Austin, TX 78751

Phone: (512) 451-8145

Email: information@workquest.com

Website: <https://workquest.com/>

Products: Wide range of Products and Services

Contacts: Robert Olivo (robertolivo@workquest.com); Rosa Valdez (rvaldez@workquest.com)

Vendor #36 | Bronze Sponsor



Central Bolt & Industrial Supplies

Address: 404 N. Expressway 83
Brownsville, Texas 78521

Phone: (956) 546-7424

Email: slovak@centralbolt.com

Website: <https://Centralbolt.com>

Products: fasteners
cutting tool
safety supplies
rigging hardware
adhesives and sealants

Contacts: Joedy Slovak (slovak@centralbolt.com)

Vendor #37 | Bronze Sponsor



Coretrust

Address: 601 11th Avenue N
Nashville, Tx 78552

Phone: (956) 336-9106

Email: nadia.garza@coretrustpg.com

Website: <https://www.coretrustpg.com/public-sector>

Products: Cooperative Contracts

Contacts: Nadia Garza (nadia.garza@coretrustpg.com)



Vendor #38 | Bronze Sponsor

HydroPro Solutions

Address: 907 Rockmoor Dr.
Georgetown, TX 78628

Phone: (512) 713-7282

Email: rsothcott@hydroprosolutions.com

Website: <https://hydroprosolutions.com>

Products: water meters and water utility support technologies

Contacts: Becky Sothcott (rsothcott@hydroprosolutions.com); Dan Trevino (dtrevino@hydroprosolutions.com)



Vendor #39 | Bronze Sponsor

Lone Star National Bank

Address: 520 E. Nolana Avenue
McAllen

Phone: (956) 984-2345

Email: publicfundsdept@lsnb.com

Website: <https://www.lsnb.com>

Products: Lone Star National Bank is a full-service bank dedicated to helping our customers achieve their financial goals.

Contacts: Evelyn Marquez (marqueze@lsnb.com); Vanessa Ochoa (ochoav@lsnb.com); Leticia Licea (liceal@lsnb.com)



Vendor #40 | Bronze Sponsor

Office Furniture for Less

Address: 4202 Ruben M Torres St. suite F-2
Brownsville, Texas 78526

Phone: (956) 346-7852

Email: officefurnitureforlessbro@gmail.com

Website: <https://officefurniture4less.com/>

Products: Office Furniture

Contacts: Guadalupe Hernandez Jr. (officefurnitureforlessbro@gmail.com); Guadalupe Hernandez Jr.



Vendor #41 | Bronze Sponsor

Oracle

Address: 2300 Cloud Way
Austin

Phone: (508) 635-7158

Email: aaron.hayden@oracle.com

Website: <https://Oracle.com>

Products: ERP, HCM, Permitting and Licensing Software, Utility Billing Software, 311 software, Cloud Storage, Artificial Intelligence

Contacts: Aaron Hayden (aaron.hayden@oracle.com)



Vendor #42 | Bronze Sponsor

Texas Department of Information Resources

Address: 300 West 15th St, Suite 1300
Austin, TX 78701

Phone: (512) 936-7199

Email: tom.hay@dir.texas.gov

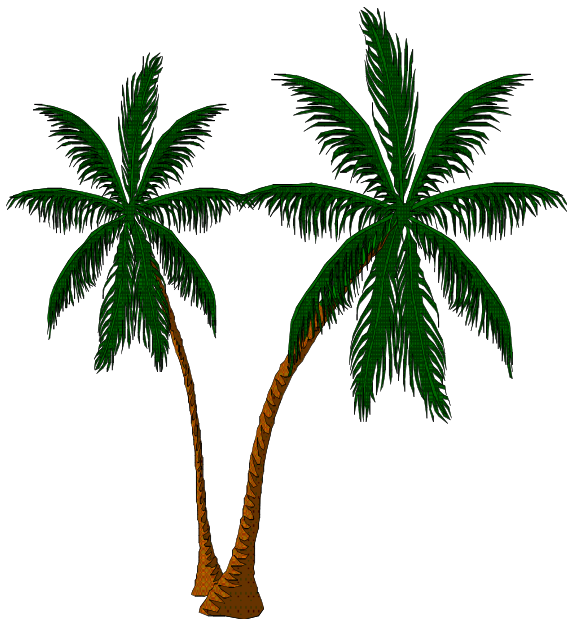
Website: <https://www.dir.texas.gov>

Products: DIR offers technology solutions to all levels of Texas government, transforming how Texas government serves Texans.

Contacts: Tom Hay (tom.hay@dir.texas.gov)

SUMMER SESSION 2026

UPDATE ON LEGISLATION LEGISLATIVE LAWS



SPEAKERS:

Narita Holmes
Phillip Vasquez
Jesus Amezcua

Update on Legislation

89TH LEGISLATIVE SESSION 2025
 LOOKING AHEAD TO 90TH LEGISLATIVE SESSION 2027

1

How to Track the Legislature

You may wish to look up legislation of interest at:

www.capitol.texas.gov

89th Regular Session - 2025										
Status	HB	HCR	HJR	HR	SB	SCR	SJR	SR	Total HB & SB	Total
Introduced	5644	168	208	1540	3075	58	87	723	8719	11503
Passed	619	96	8	1490	594	28	10	717	1213	3562
Vetoed	1	0	n/a	n/a	1	0	n/a	n/a	2	2

Data is Effective 6/15/25

Legislation tab / General Reports/ Legislative Statistics

2

2025 Legislation Impacting Purchasing

3

3

HB 206

Relating to a limitation on a county's authority to require a cash bond before approving the construction of a pipeline.

A county may not require a cash bond as a condition of approval for the construction of a pipeline in the county's boundaries.

LGC 240

Effective 9/1/25

4

4

HB 210

Relating to contracting with a school district or open-enrollment charter school by a vendor with whom a member of the board of trustees or governing body of the district or school or a related individual has certain business interests; creating a criminal offense.

The board member may not have a substantial interest in the vendor, be related to the vendor, or have received or been promised a gift or in-kind services with a value more than \$250. Substantial interest is defined.

Ed Code 11

Effective 9/1/25

5

5

HB 223

Relating to competitive requirements for a procurement by a municipality for lobbying, government relations, or similar services.

Amends wording of exclusion for procurement for personal, professional or planning services to add, other than lobbying, government relations, or similar services intended to influence state or federal lawmakers on behalf of a municipality.

LGC 252

Effective 9/1/25

6

6

HB 718

Relating to prohibiting a public institution of higher education from partnering with certain private entities for the construction of a student housing facility.

An institution of higher education may not enter into a contract to partner with a private entity to construct a student housing facility if the entity has a pending action or lien against the entity or entity's property relating to a claim for nonpayment of a contractor, subcontractor, or vendor. This section does not apply to a claim for nonpayment if the entity has provided a payment bond to cover the claim.

Ed. Code 51

Effective 9/1/25

7

7

HB 1261

Relating to the disposition of abandoned or unclaimed property seized by a peace officer.

The procedures for notification and publication of abandoned or unclaimed property are modified to include using the Internet website and social networking website of the law enforcement agency that seized the property within the specified period of 90 days to notify owners and to give notice of the date and location on the sale at least 14 days prior to sale. Details that must be included the notifications are provided.

Code of Criminal Procedures. 18.17

Effective 9/1/25

8

8

HB 1500

Relating to the continuation and functions of the Department of Information Resources, including the composition of the governing body of the department.

Reauthorization includes some changes to mandatory training requirements for governmental entities. It establishes a procurement services pilot program for participating state agencies.

GC 656, 2054

Effective 9/1/25

9

9

HB 1851

Relating to the disposition of certain surplus motor vehicles and other law enforcement equipment by the Texas Facilities Commission to certain school districts.

Adds school districts to those eligible to obtain surplus law enforcement vehicles and equipment. A school district that receives surplus property under Subsection (a) may not use the property for a purpose other than in the performance of law enforcement duties by peace officers, school resource officers, or security personnel

GC 2175

Effective 9/1/25

10

10

HB 1922

Relating to the accrual of a cause of action for purposes of certain laws governing certain construction liability claims.

Would provide that: (1) a cause of action for a claim for damages asserted by a governmental entity for certain claims for damages caused by an alleged construction defect in a public building or public work against a contractor, subcontractor, supplier, or design professional accrues on the date that the report from the governmental entity to each party with whom the governmental entity has contracted with for the design or construction of the affected structure, that identifies the construction defect upon which the claim is based and describes the present physical condition of the structure and any modifications, maintenance, or repairs made by the governmental entity or others since the structure was initially occupied or used, is postmarked; and (2) the date of accrual of a cause of action for such a claim described in (1), above, is unaffected for all other purposes.

GC 2272

Effective 9/1/25

11

11

HB 2884

Relating to the required disclosure of certain financial relationships in civil actions regarding the activities of United States defense contractors.

Adds Chapter 28 to Subchapter B. The section applies to a civil action regarding the activities of a defense contractor, regardless of whether the contractor is a party. There is required disclosure of funding sources to the contractor or their attorney from any individual, entity or government affiliated with a sanctioned or embargoed nation. The disclosed information must be updated throughout the contract period. Sanctions are included.

Civil Practice and Remedies Code

Effective 9/1/25

12

12

HB 2960

Relating to choice of law and venue for certain construction contracts.

States when a contract may be void as against public policy and to the extent that a venue provision in a contract is void under Subsection (b), unless the parties stipulate to another venue after the dispute arises, an action arising out of the contract shall be brought only in this state in the county in which the property that is the subject of the litigation is located.

Business and Commerce Code 270

Effective 9/1/25

13

13

HB 3005

Relating to the payment of funds under certain construction contracts.

Would, among other things, provide that a bona fide dispute regarding a contract for the construction of a public work does not include an audit of the public work project that continues for more than 60 days after the date of the substantial completion of the project.

GC 2251

Effective 9/1/25

14

14

HB 5057

Relating to exclusive contracts for municipal solid waste management services.

Adds a section that relates to exclusive contracts for municipal solid waste management services. Provides procedures that must be followed.

Health and Safety Code 363

Effective Immediately

15

15

HB 5331

Relating to the content of certain contracts entered into by governmental entities.

Relating to the enforceability of certain state agency and local government contract language regarding required security incident notifications.

GC 2054

Effective Immediately

16

16

SB 33

Relating to certain prohibited transactions and logistical support between a governmental entity and an abortion assistance entity or abortion provider for the procurement of an abortion or related services.

Prohibits government entities from using taxpayer funds for any support related to abortion services.

GC 2273

Effective 9/1/25

17

17

SB 480

Relating to the authority of a local government to enter into an interlocal contract with certain governmental entities to participate in water research or planning activities.

Adds a section that allows a local government to contract with another local government, the state, or the federal government to jointly participate in research or planning activities related to water resources.

GC 791

Effective Immediately

18

18

SB 687

Relating to liability for land surveying services in or in connection with certain construction or services contracts.

Would, among other things, provide that a contract for land surveying services to which a governmental agency is a party: (1) is void and unenforceable if the contract provides that a land surveyor whose work is the subject to the contract must: (a) indemnify or hold harmless the governmental agency against liability for damage, other than liability for damage to the extent that the damage is caused by or results from an act of negligence, intentional tort, intellectual property infringement, or failure to pay a subcontractor or supplier, or another entity over which the land surveyor exercises control; or (b) defend a party, including a third party, against a claim based wholly or partly on the negligence of, fault of, or breach of contract by the governmental agency, the agency's agent, the agent's employee, or other entity, over which the governmental agency exercises control, excluding the land surveyor or the land surveyor's agent, employee, or subconsultant; (2) may provide for the reimbursement of a governmental agency's reasonable attorney's fees in proportion to the land surveyor's liability; (3) may require that the land surveyor name the governmental agency as an additional insured under the land surveyor's general liability insurance policy and provide any defense provided by the policy; (4) must require that a land surveyor perform services: (a) with the professional skill and care ordinarily provided by competent land surveyors practicing under the same or similar circumstances and professional license; and (b) as expeditiously as is prudent considering the ordinary professional skill and care of a competent land surveyor; and (5) is void and enforceable if the contract contains a provision establishing a different standard of care than that described in (4), above.

Civil Practice and Remedies Code 130

Effective 9/1/25

LGC 271

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SB 1062

Relating to the type of newspaper required for publication of public notices.

Provides that in lieu of publishing a notice in a newspaper, a governmental entity may publish a notice in a digital newspaper if that digital newspaper: (1) has an audited paid-subscriber base; (2) has been in business for at least three years; (3) employs staff in the jurisdiction of the governmental entity; (4) reports on local events and governmental activities in the jurisdiction of the governmental entity; (5) provides news of general interest to people in the jurisdiction of the governmental entity; and (6) updates its news at least once each week.

GC 2051

Effective Immediately

20

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SB 1173

Relating to the amount of an expenditure made by certain political subdivisions for which a competitive procurement method may be required.

Increases the formal bid limit from \$50,000 to \$100,000.

Ed Code 44, LGC 252, 262, 271
and Transportation Code 252

Effective 9/1/25

21

21

2025 Legislation Impacting Public Information and Open Meetings

22

22

HB 3112

Relating to the application of the open meetings law and public information law to government information related to certain cybersecurity measures.

This bill allows government bodies to discuss cybersecurity measures for critical infrastructure in private meetings and exempts related information from public disclosure. Protected details include cybersecurity policies, insurance coverage, reported incidents, and technical data that could pose security risks if shared. However, confidential information may be disclosed if required by law or court order.

GC 551

Effective 9/1/25

23

23

HB 4219

Relating to a governmental body's response to a request for public information.

Requires that if a government agency receives a public records request and determines they have no information, they must inform the requestor within 10 business days. It also establishes that if information is withheld due to a previous ruling, the agency must notify the requestor, explaining why. Additionally, it allows requestors to file complaints with the attorney general if the agency fails to respond properly, leading to possible penalties such as mandatory open records training for the agency.

GC 552

Effective 9/1/25

24

24

SB 765

Relating to the confidentiality of fraud detection and deterrence information under the public information law.

Adds a section that states that information in the custody of a governmental body that relates to fraud detection and deterrence measures is confidential and excepted from the requirements of Section 552.021. For purposes of this section, fraud detection information includes risk assessments, reports, data, protocols, technology specifications, manuals, instructions, investigative materials, crossmatches, mental impressions, and communications that may reveal the methods or means by which a governmental body prevents, investigates, or evaluates fraud.

GC 552

Effective 9/1//25

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2025 Legislation Impacting Only the State

26

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HB 346

Relating to support for new businesses.

Changes in fees for licensing and registration for first year businesses, and allocation of state entity funding to encourage new business. Contracts with new businesses will be tracked in several areas, including HUBs. Various reports will be made to the legislature.

GC 405, 41, 2155,
Labor Code 301, 302

Effective 9/1/25

27

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HB 4748

Relating to state agency purchasing methods and procedures, including a state agency multiple award contract purchasing procedure.

Relating to multiple award of contracts with indefinite delivery and indefinite quantity terms. Describes procedures to be followed. Does not apply to Professional Services under Government Code 2254.

GC 2156

Effective 9/1/25

28

28

HB 5061

Relating to prohibiting certain activities by contractors and vendors of state agencies; providing administrative penalties

Adds Subchapter G related to prohibited activities by contractors and vendors related to procurement of goods or services. Prohibited activities include surveillance targeting, intimidation, coercion, extortion, silence or retaliation against individuals described. The section describes the complaint process, investigation, enforcement and prohibition of retaliation. Requires annual report by the State Auditor's office and Texas Rangers to state officials each year of any reported violations.

GC 2261

Effective 9/1/25

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SB 1364

Relating to the repeal of wheelbase and horsepower restrictions for the state's passenger vehicle fleet.

Repeals previous requirement for state passenger vehicle fleet.

GC 2158

Effective 9/1/25

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2025 Cybersecurity and AI Legislation

31

31

HB 150

Relating to the establishment of the Texas Cyber Command and the transfer to it of certain powers and duties of the Department of Information Resources.

Separates Cybersecurity from DIR to Texas Cyber Command (TCC). Requires annual training for all officials and employees of local governmental entities and reporting to TCC. Access to information resources may be denied if training is not completed.

GC 2063, 2054, 2059, 325, Effective 9/1/25
411, 772, 2056, 2170 Ed Code 38

32

32

HB 2818

Relating to the artificial intelligence division within the Department of Information Resources.

Adds a new section establishing an Artificial intelligence Division. Provides administrative authority, including contracting.

GC 2054

Effective 9/1/25

33

33

HB 3512

Relating to artificial intelligence training programs for certain employees and officials of state agencies and local governments.

Artificial Intelligence Training: would, among other things, provide that: (1) local government employees and elected and appointed officials who have access to a local government computer system or database and the use of a computer to perform at least 25 percent of the employee's or official's required duties must complete a certified artificial intelligence (AI) training program; (2) the governing body of a local government may select the most appropriate certified AI training program for employees and officials to complete; (3) the Department of Information Resources, in consultation with the cybersecurity council and interested persons, shall, among other things, annually certify at least five AI training programs for state and local government employees and update standards for maintenance of certification by the AI training programs; and (4) to apply for a criminal justice related state grant, a local government must submit with the grant application a written certification of the local government's compliance with certified AI training.

Ed Code 11, GC 772 and 2054

Effective 9/1/25

34

34

SB 1964

Relating to the regulation and use of artificial intelligence systems and the management of data by governmental entities.

Amends some sections of GC 2054 and adds additional sections with requirements related to used of artificial intelligence and management of data by governmental entities. Among other things, it requires a code of ethics and disclosures by vendors.

GC 2054

Effective 9/1/25

35

35

You Also May Want to Know

36

36

HB 3372

Relating to prohibiting certain personal services performed by school district administrators: providing a civil penalty.

Would prohibit a school administrator from performing personal services or receiving any financial benefit for the performance of personal services for:

- Any business that conducted or solicited business with school district
- An education business that provided services regarding the curriculum or administration of any school.
- Another school district, charter school, or regional ed service center

Education Code 11 Subchapter A

Effective immediately

37

37

SB 783

Relating to certain regulations adopted by governmental entities for the construction or alteration of residential or commercial buildings.

Applies in specific circumstances to construction and alteration of residential or commercial buildings

GC 3000

Effective 9/1//25

38

38

SB 843

Relating to a Texas Education Agency database of school district and open-enrollment charter school bonds, taxes, and bond-related projects.

Requires the Texas Education Agency (TEA) to create a database with information on school district bonds and taxes. This database will include details like bond amounts, election results, tax rates, and how money is spent. The goal is to make school district financial information more transparent and accessible to the public.

Ed. Code 45

Effective 9/1/25

39

39

SB 995

Relating to the approval of a surety bond for a contract authorizing an oversize or overweight vehicle to cross a road or highway.

Updates the approver of the bonds to be the Texas Department of Transportation rather than the comptroller and attorney general.

Transportation Code 623

Effective Immediately

40

40

SB 1188

Relating to electronic health record requirements; authorizing a civil penalty.

Relating to electronic health record requirements. See details and note: if this bill passes, government agencies procuring EHR systems or related services may face new compliance checks, vendor limitations, and potential cost increases. Agencies will need to update RFPs and contracts to align with these data security and record-keeping requirements

Health and Safety Code

Effective 9/1/25

41

41

Governor's Executive Order

42

42

Executive Order GA-48

[Executive Order GA-48](#) establishes a new certification requirement for all executive agencies that are controlled by gubernatorially appointed heads and all public institutions of higher education contracting for goods or services.

Below is the **standard text** that must be included in solicitations and is recommended for contracts by state agencies and higher education institutions subject to the executive order. This clause and related guidance will be incorporated into Version 4.0 of the Texas Procurement and Contract Management Guide (TxPCMG):

Respondent certifies that neither it, nor its holding companies or subsidiaries, is:

- (a) Listed in Section 889 of the 2019 National Defense Authorization Act;*
- (b) Listed in Section 1260H of the 2021 National Defense Authorization Act; or*
- (c) Owned by the government of a country on the U.S. Department of Commerce's foreign adversaries list under 15 C.F.R Section 791.4; or*
- (d) Controlled by any governing or regulatory body located in a country on the U.S. Department of Commerce's foreign adversaries list under 15 C.F.R Section 791.4.*

43

43

Executive Order GA-48

Guidance

EXCEPTION: This clause is recommended for every contract but constitutes an essential clause for solicitations.

If the good or service is necessary to fulfill a core function that directly benefits Texans, and the good or service can only be provided by an entity that could not make the certification, an agency may contract with the entity through Nov. 19, 2025.

Effective Date Per the Office of the Governor, agencies that report to the governor and public institutions of higher education shall be in compliance of the executive order and submit a certification of compliance with all applicable aspects of the executive order to the budget and policy Advisor at the Office of the Governor that oversees that submitting agency. The certification of compliance must be submitted by Aug. 1, 2025.

Agency Considerations Executive Order GA-48 applies **only to state agencies that report to the governor and public institutions of higher education**. Agencies that do not report to the governor are not required to take action based on this order.

For questions regarding Executive Order GA-48 and its implementation, please contact the Office of the Governor.

44

44

Did You Make the Updates?

It is important that we make updates to our local documents after each legislative session. Did your entity update your Purchasing Policy and Procedures Manual for the applicable 2025 changes in the laws?

45

45

Looking Ahead to 2027

46

46

Important Dates

Monday, November 9, 2026

First day for legislators to file bills for the 90th Legislative Session

Tuesday, January 12, 2027

First day of the 90th Regular Legislative Session

47

47

The screenshot displays the navigation and search sections of the Texas House and Senate website. On the left, there are two main menu sections: 'Texas House' and 'Texas Senate', each with a list of links. The 'Texas House' links include Home, Speaker of the House, Members, Committees, Committee Meetings, Committee Witnesses, Calendars, Current Amendment, Journals, News, House Research Organization, and Kids' House. The 'Texas Senate' links include Home, Lieutenant Governor, Members, Committees, Committee Meetings, Calendars, Journals, News, Senate Research Center, and Senate Kids. Below these is a 'Related Links' section. On the right, there is a 'Search Legislation' section with a dropdown menu for 'Legislature' set to '89(2) - 2025', radio buttons for 'Bill Number' (selected) and 'Word/Phrase', a search input field with a question mark icon, and a 'Search' button. Below the search section are 'Additional Searches' and 'How Do I ...' sections, both containing lists of links. The 'Additional Searches' links include Text Search, Bill Lookup, Bill Search, Amendments, Reports, View Votes, Legislative Archive, Statutes and System, Constitution, Administrative, and Sections Affected Code. The 'How Do I ...' links include Follow the status of a bill?, Find list of filed bills?, Contact my legislator, Find how a legislator voted?, Find when hearings are scheduled?, View the text of a bill?, and Testify at a House committee hearing?. A 'more>>' link is also present. At the bottom right, there is a 'My TLO' section with links for Track Legislation With Bill Lists and Receive Bill and Meeting Alerts. The page number '48' is visible in the bottom right corner of the screenshot.

48

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

49

49

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

50

50

89th Legislature Second Called Session
Texas Legislature Online
 Search: 89(R) - Bill lookup or

Home My TLO House Senate **Legislation** Search Committees Calendars Help | FAQ | Site Map

History **Text** Actions Authors Sponsors Captions Bill Stages

Text for 89(R) HB 1261 by Cunningham

Version	Bill	Fiscal Note	Analysis	Witness List	Summary of Committee Action
Introduced					
House Committee Report					
Engrossed					
Senate Committee Report					
Enrolled					

Additional Documents:

- [House Public Comments \(PDF\)](#)
- [Enrolled Bill Summary](#)

51

51

Stay Tuned!

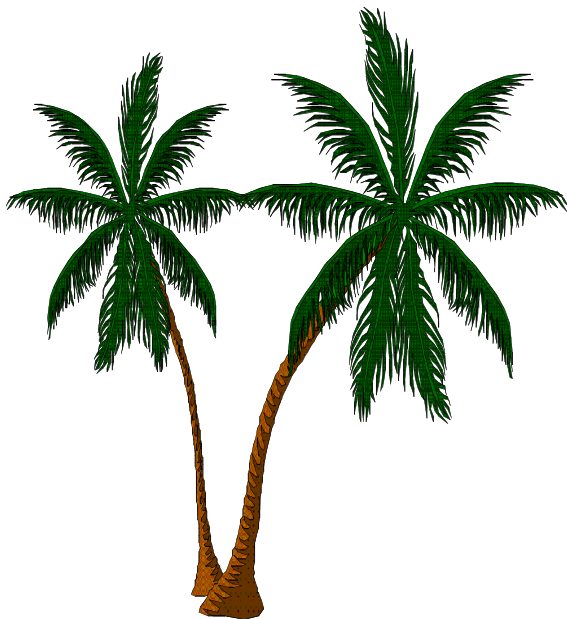
We will track procurement related legislation and report back to you next year with the latest information about bills passed in the 90th Legislative Session.

52

52

SUMMER SESSION 2026

WHAT MEASURES TO USE TO EVALUATE YOUR JOB



SPEAKERS:

Narita Holmes

What Measures to Use to Evaluate Your Job

Narita K. Holmes, MBA, CPA, CIA

1

1

PERFORMANCE MEASURES

OCT	NOV	DEC	JAN	FEB	MAR
\$424,613	\$437,349	\$338,932	\$361,114	\$410,745	\$369,237
\$465,880	\$384,761	\$336,561	\$317,180	\$435,730	\$401,603
\$573,077	\$429,532	\$348,404	\$385,026	\$438,011	\$436,784

2

2

Why Measure?

- Establish effectiveness in meeting entity needs
- Determine effectiveness of departmental management
- Measure improvement or decline
- Provide incentives for improvement

3

3

How are You Going to Use Results of Measurement?

- Improve How Procurement Performs
- Provide accomplishments to management
- Learn
- Motivate
- Recognize Achievement
- Identify Areas of Weakness

4

4



Improve How Procurement Performs

- What is used as a base line?
 - Survey peers
 - Published benchmarks
- When to measure?
 - Monthly, quarterly, annually

5

5



Improve How Procurement Performs

- How to succeed?
 - Action plan for improvement
- Who cares?
 - You, staff, constituents

6

6

Provide Accomplishments to Management

- Regular monthly, quarterly, annual updates
- Basis of individual annual evaluation
- Used when presenting annual budget requests
- Different users may have individual information requests

7

7

Learn

- What to measure and why
 - Strategic—long-term vision & goals (what and why)
 - Tactical—short-term steps to reach goals (how)
- What measurements tell
 - You're doing a GREAT job
 - Your value to customers
 - Improvements are needed

8

8

Learn

- Knowledge
 - Your office operations
 - Your Entity needs
 - Your individual goals for improvement

9

9

Motivate

- Staff
 - Multiple Generations
- Administration
 - Value of Professionalism
- Self
 - Continuous Improvement

10

10

Recognize Achievement

- Desired Output
 - Celebration
 - Employee Engagement
 - High Organizational Performance
 - Role Clarity

11

11

Identify and Improve Areas of Weakness

- Steps Toward Improvement
 - Benchmark
 - Plan
 - Execute
 - Identify weaknesses to measure
 - Adjust the way and what you measure

12

12

Definitions

- **Performance Measures**
 - Know where you are
 - Develop goals
 - Measure progress
- **Performance Management**
 - What you do with the measures

13

13

GOOD Performance Measures

- Relevant:** matter to constituents and clearly relate to measured activity
- Understandable:** clear, concise, easy for lay person to understand
- Timely:** frequently enough to show trend and make decisions
- Comparable:** can tell if performance is getting better, worse or staying same
- Reliable:** verifiable, free from bias and accurate
- Cost Effective:** does not cost more to collect and analyze than value of measurement - ROI

14

14

What Do You Want to Measure?

What Do You Want Your Audience to Know About.....

- You
- Your Departments Effectiveness
- Your Departments Value to the Organization and Community
- Your Achievements (AEP)

15

15

Language of Performance Measures

What's in a name:

- Performance Measurements
- Key Performance Indicators
- Critical Success Factors
- Dashboards

16

16

Make it Real

- What is Real to You
- What is Real to Your Staff
- What is Real to Your Customers
- What is Real to Top Management

17

17

Types of Measurement

- **Workload** – transactional/tactical
- **Efficiency** – department operations
- **Effectiveness** – How well task is done
- **Fiscal** – Savings/cost avoidance/revenue
- **Customer Satisfaction** – strategic contribution

18

18

What is Important to Whom

Management	CPO's
1. Quality of purchased items	5
2. Supplier problems	38
3. Delivery	4
4. Internal customer satisfaction	26
5. Purchase inventory dollars	20

19

19

What is There to Measure?

- **Cost Savings/Avoidance**
- Customer Service
- Timeliness
- Responsiveness
- Teamwork
- Deadlines
- Goals
- Professional Development
- Survey Results

20

20

Let's Talk About the Savings Measurement

This is a real live example of showing the Procurement Department worth or value to the entity

One Billion in 15 years



21

21

What is There to Measure?

- Internal Training
- Employee retention
- HUB Spend
- Percent of HUB Spend/Total Spend
- HUB Outreach Events
- Total Dollar of all Purchases
- Decentralized Dollars/Purchasing Dollars
- Number of Bids
- One-Time Bids

22

22

What is There to Measure?

- Average Cost per Purchase Order
- Total Purchased Dollars as Percent of Total Entity Budget
- Purchasing Budget as Percent of Total Entity Budget
- Purchasing Headcount as Percent of Total Entity Headcount
- Total Entity Budget per Purchasing Employee
- Purchase Dollars per Purchasing employee/professional employee
- Potential local suppliers/new sources

23

23

What is There to Measure?

- **Efficiency of internal systems and processes**
 - Days to Process Requisitions
 - Purchase Orders Issued
 - Change Orders Issued
 - P-Card Dollars and Transactions
 - P-Card Holders
 - Net Sales Revenue
 - Vendor Satisfaction
 - *Spend through Coops*
 - *Annual/Term Contracts Number and Spend*

24

24

What is There to Measure?

- Formal Contracts/Agreements
- Supplier Performance
- Supply Orders Placed on-line
- *Certifications/Professional*
- Awards/Department (AEP, NIGP)
- Warehouse Measurements
- Cross-Functional Teams

25

25

Examples of Published Benchmarks

- NIGP Public Procurement Benchmark Survey
- Center of Advanced Purchasing Studies (CAPS)
- TASBO Award of Merit
- International City/County Management Association (ICMA)
- Achievement of Excellence in Procurement (AEP)

26

26



Guidelines to Keep In Mind

- Measures must be specific
- Measures must be flexible
- Management must see the value
- Measures are only tools
- Measures can show the effectiveness of purchasing and identify areas needing improvement

27

27



Types of Measurements and Goals

TYPES

- Static – specific fixed goals
- Dynamic – improvement path
- Cascading – step progress
- Strategic – service oriented
- Quantitative – numerical value
- Qualitative – required judgement

28

28



Development Steps

1. Design Phase
2. Prioritize
3. Identify Critical Success Factors
4. Develop Measurements

29

29



Development Steps

5. Gather Data
6. Analyze
7. Adjust
8. Test

30

30



Development Steps

9. Implement
10. Report
11. Monitor
12. Recognize Achievement

31

31



Outcome of Measuring

- What Could be the Outcome
- What Should be the Outcome

32

32

Performance Management

- Action Plan

What Gets Measured
Should also Get Managed



33

33

Constantly Market

- Government Misperceptions vs Government Realities
 - Be specific about how great you are
 - Look for ways to tell your story
 - Let your expertise shine

34

34

Reminders

- Involve Staff
- Continually Test
- Don't Worry about Nay-Sayers
- KISS
- Show Results achieved
- Continuous Improvement

35

35

Reminders

Measurements Must Help Your Department and Entity Achieve its Objectives

- Focus on Results
- High Performance
- Good Measurements

36

36

Resources

- *CAPS Cross-Industry Report of Standard Benchmarks*
- *What is Purchasing Success and How Do We Know if We Did It?* Authors: Dr. Alan Readels, C.P.M., Professor, Portland State University and Dr. Lee Buddress, C.P.M., Assistant Professor Portland State University
- Dr. Ken Killen
- Tammy Rimes, Author, Procurement Consultant, Keynote Speaker
- Hewitt, The Current State of Procurement
- *What Gets Measured Sometimes Gets Managed*, William Aaron
- County of Kern, CA
- International City/County Management Association
- *Fighting Fears about Performance Management*, Jonathan Walters
- National Institute of Governmental Purchasing, Principals and Practices of Public Procurement

37

37

THANK YOU N&C CONSULTING

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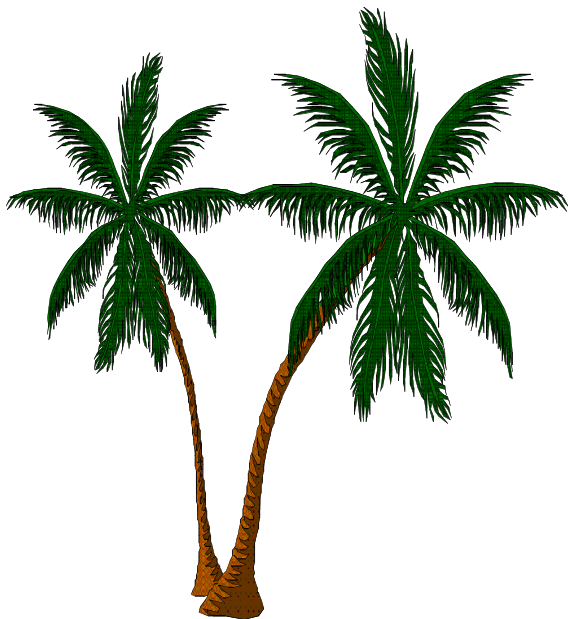
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ISM-Rio Grande Valley, Inc.

SUMMER SESSION 2026

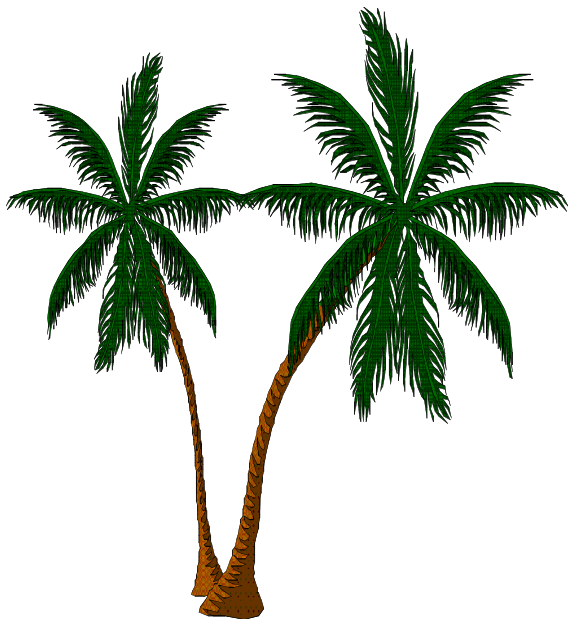
VENDOR PRESENTATIONS



SPEAKERS:

SUMMER SESSION 2026

LIABILITY, RISK AND IMMUNITY IN CONTRACTING



SPEAKER:
Elton Brock
Joey Lopez

Liability Insurance – Section 101.027

Each governmental unit other than a unit of state government may purchase insurance policies protecting the unit and the unit's employees against claims under this chapter. A unit of state government may purchase such a policy only to the extent that the unit is authorized or required to do so under other law.

The state or a political subdivision of the state may not require an employee to purchase liability insurance as a condition of employment if the state or the political subdivision is insured by a liability insurance policy.

51

Insurance Coverage and Smart Choices

- If the government entity has purchased liability coverage, responsibility for defending the suit usually becomes the insurer's responsibility, subject to policy coverage and exclusions.

52

Liability, Risk, and Immunity in Contracting

Presented to – Institute for Supply Management
Rio Grande Valley - Annual Conference – South Padre
Island, Texas - Summer 2026

Presented by: Elton D. Brock, MBA, CTPM, CTCM, C.P.M., CPSM

1

Topics for Today's Discussion

- **Keep the Wheels turning**
- **Risk – Identify and Manage**
- **Effective Contracting to leverage risk management**
- **Risk Transfer – to – Insurance**
- **Lines of Insurance**
- **Insurance Terminology**
- **How to interpret a policy and some best practices**
- **Certificates of Insurance**
- **Performance and Payment Bonds**
- **Worker's Compensation requirements**
- **Government Immunity, Tort Claims Act, and Liability Insurance**

2

Risk Management and Contracting “Keep the Wheels turning”



3

How does your organization manage risk?

Risk management is generally defined as the **identification, assessment and prioritization** of risks (effect of uncertainty on objectives) followed by **coordinated and economical application of resources** to minimize, monitor, or to maximize the realization of opportunities.

Most government entities have appointed an individual or department that is responsible for managing risks. Get to know them, however you can help by following a few simple steps!

4

Risk – Step 1: Identify it

Risks can come from uncertainty in financial markets, project failures, contract failures, legal liabilities, credit risks, accidents, natural causes and disasters, as well as deliberate attacks from an adversary, or events of uncertain or unpredictable causes.

5

Assessment and Priority – Step 2

A sense of urgency exists for organizations to address these risks:

- According to a recent financial survey, more than 70 percent of financial executives believe their organizations do not possess sufficient risk data and analytics.
- The report continued: “It is more important than ever for financial professionals to develop the necessary risk management capabilities in order to thoroughly understand the impact of risk when making critical decisions.”
- **Assessing and Prioritizing the various risks is critical to being able to manage those risks.....let’s discuss**

6

Step 3 – Coordinate Resources and address, manage Risk

- The following pages illustrate “best practices” to follow, if repeatedly practiced, will effectually address risk, and have a positive effect on expected outcomes.

Please note: Along with addressing and managing risks, one has to be familiar with the terms.....

Also, risk associated with constructing 10 million dollar building certainly requires more attention that the procurement of pencils – both are important. Coordinating your valuable resources is key here.

7

What can we do today?

Review contract documents for obsolete technical insurance terms. By spotting these, you can quickly determine that insurance requirements may be dated.

- Comprehensive General Liability Insurance or Public Liability Insurance is now referred to as “Commercial General Liability”
- All-Risk liability insurance is now referred to as “Causes of Loss – Special Form”
- Property Damage Insurance is now referred to as “Commercial Property insurance”

8

Effective Contracting



9

What about the contract language? – It all begins here

At times, contracts are drafted and misuse legalese in insurance provisions, which can have unintended consequences.

- “personal injury” in the mind of a lawyer is actually “bodily injury” in the mind of an insurance underwriter
- “personal injury” in the mind of an insurance underwriter is “defamation” in the mind of an attorney

The language in the insurance provisions should use insurance terminology, not the legal terminology, as the resulting insurance may not be what was intended.

10

Getting the Insurance Requirements Right



11

Insurance – What's the purpose in contracts?

Insurance provides financial protection in the event of a loss resulting from a covered peril. Ensuring the appropriate amount of insurance coverage for your entity – **through effective contracting** – limits the risk of financial exposure to catastrophic events.

12

Insurance

A contractual relationship that exists when one party (the Insurer) for a consideration (the Premium) agrees to reimburse another party (the Insured or the third party on behalf of the Insured) for a loss to a specified subject (the Risk) caused by designated contingencies (the Hazards or Perils).

13

Risk – Transfer - Insurance



14

Transferring Risk through Insurance

As risk is a part of everyday life, and it is **unreasonable** to think one can avoid risk entirely. Rather than attempting to do so, individuals or institutions that wish to engage in risky behavior will transfer their risk to an institution willing to accept that risk. This risk transfer allows economies to run more efficiently by allowing parties to exchange risk positions for some monetary consideration.

15

A few terms you should know

Lines of Insurance –

- Auto Liability
- Builder' Risk/Installation Floater
- Director's and Officers' (Public) Liability
- Electronic Data Policy
- Employee Dishonesty
- Employment Practices Liability
- Environmental Impairment/Pollution Liability
- Excess Liability Insurance
- General Liability
- Liquor Liability
- Owners, Contractors Protective Liability
- Professional Liability
- Property
- Umbrella Liability
- Workers' Compensation

16

Additional Insurance Terminology

- Additional Insured – a person or organization not automatically included as an insured
- Aggregate – a limit of liability stipulating the most the insurer will pay for all covered losses
- All risk coverage – relates to property insurance covering a loss arising from unexpected cause
- Cancellation – the termination of an insurance policy before it's expiration
- Claims-made – an insurance policy that covers claims first made during the year the policy is in force for any incidents that occur that year or during any previous period which the insured was covered

17

Additional Insurance Terminology

- Deductible – a portion of covered loss that is not paid by the insurer
- Endorsement – an addendum to an insurance policy that changes the original policy provisions
- Expiration – the termination date of an insurance contract
- Hired automobile – an automobile whose exclusive use and control has been temporarily given to another for a consideration
- Hold harmless agreement- a provision in a contract that required on contracting party to respond to certain legal liability of the other party

18

Additional Insurance Terminology

- Inception – the date coverage commences
- Indemnification – the agreement of one party to assume financial responsibility for the liability of another party
- Insured – the person(s) protected under an insurance contract
- Insurer – the insurance company that undertakes to indemnify for losses and perform other insurance related operations
- Liability – the obligation to pay a monetary award for injury or damage by one's negligent or statutorily prohibited action.

19

Additional Insurance Terminology

- Loss payable clause – a provision authorizing payment in the event of loss to a person or entity other than the named insured having an insurable interest in the covered property.
- Non-owned automobile – vehicles owned by employees and used for company business
- Occurrence – an accident, including continuous or repeated exposure to conditions, which results in bodily injury or property damage neither intended or expected
- Other insurance clause – a provision establishing how loss is to be apportioned among insurers when more than one policy covers the same loss

20

Additional Insurance Terminology

- Self-insurance – a system where an entity sets aside a portion of its monies to pay any losses that could ordinarily be covered under an insurance policy.
- Self-insured retention – a dollar amount specified in an insurance policy that must be paid by the insured before the insurance policy will respond to a loss.
- Vicarious liability – the liability of a principal for the acts of it's agents
- Waiver of subrogation – the relinquishment by an insurer of the right to collect from another party for damages paid on behalf of the insured.

21

**You can't afford to get it
wrong**



22

Insurance – Is it all the same?

All insurance coverage is not equal -

- Many types of liabilities may fall under multiple coverage's within the same policy
- There can be dramatic differences in the amount of available limits under the various coverage parts
- Insurance companies' manipulation of a policy provision known as the "other coverage's exclusion" may lead to a lesser coverage

23

Insurance – Is it all the same?

All insurance coverage is not equal – continued

- The key is to review your policies or even better, have the risk manager, lawyer, or insurance broker review them for any exclusions or provisions that limit application of any coverage parts.
- An entity who has conducted a thorough review of all policies for the presence of such exclusions, and is careful and vigilant about submission and payment of claims, will be better positioned to receive the benefit of the full limits of its policies – and avoid discovering too late that millions of dollars in policy limits were unattainable.

24

Insurance Provisions in Contracts – Why is that so important?

Insurance requirements are generally the low priority, except to the lawyers, right?

- It's like air and gravity, most folks don't notice these until something goes wrong
- By that time, it is way too late for any contract modifications
- Early review of the insurance provisions, **before contract execution by the parties**, is the key to not having to put out fires

25

The insurance policy – review it



26

Read a Policy – “Say what”

Insurance Policy – The entire written contract of insurance.

● Section of an Insurance Policy

- Declarations page (information page)

- Policy number
- Inception and Expiration dates (policy period)
- Insurer: Insurance Agent
- Insured's Mailing Address
- Physical address & description of property or operations
- Numbers and edition dates of forms and endorsements
- Applicable policy limits and deductibles
- Names of persons/entities whose additional interests are covered
- Premium

27

How to “read” a policy “What to watch out for”

Insurance Agreement

- What the insurer agrees to do under the contract subject to clarifications throughout the policy
- When the insurer will make a payment or provide a service
- In order to fully comprehend the meaning, the terms used in the insuring agreement need to be understood

Exclusions – a provision referring to hazards, circumstances or property not covered by the policy.

- To avoid insuring risks that are considered uninsurable or which underwriters are unwilling to accept like moral or morale hazards
- To avoid insuring risks covered by other types of insurance
- To eliminate coverage not needed by the majority of insureds or coverage/perils needing special treatment

28

Some “exclusions”



"I'll have someone come in and prep you for the bill"

29

How to “read” a policy

Definitions

- Be **mindful** of key words or phrases, terms that are **boldface**, underlined, *italicized* or in CAPITAL LETTERS whenever they appear in the policy.
- Definitions can broaden, clarify, or limit coverage

Conditions

- Cancellation provisions
- Policy territory
- Claims reporting
- Subrogation provisions
- Premium payment and refund provisions

30

What about the pre-existing conditions?



31

How to “read” a policy

Endorsements - an addendum to an insurance policy that changes the original policy provisions

- Replace or modify any of the provisions in the form to which it is attached
- Correct individualized information contained on the declarations page
- Amend policy conditions to meet statutory requirements

32

Certificates, Get'em, keep'em, check them often

CERTIFICATE OF INSURANCE		775034	08/01/06	
PRODUCER K & R Insurance Group, Inc. 1732 Babylon Ave P.O. Box 2338 Foxes Manor, IL 46801		THIS CERTIFICATE IS ISSUED AS A MATTER OF COURTESY ONLY AND DOES NOT INDICATE THAT THE EQUIPMENT IS INSURED OR COVERED UNDER ANY POLICY OR POLICIES. PLEASE REFER TO THE POLICY OR POLICIES FOR THE COVERAGE AFFORDING PROTECTION.		
YOUR ADDRESS YOUR PRODUCTION COMPANY YOUR ADDRESS YOUR CITY AND STATE		COMPANIES AFFORDING COVERAGE COMPANY LETTER A K & R INSURANCE COMPANY COMPANY LETTER B COMPANY LETTER C		
COVERAGES THE BELOW COVERAGES ARE LISTED HEREIN AND ARE SUBJECT TO THE POLICY WORDING AND THE POLICY EXPIRATION DATE. THIS IS NOT A COMPLETE LISTING OF ALL COVERAGES AFFORDING PROTECTION. THE COVERAGE UNDER THIS CERTIFICATE IS SUBJECT TO THE POLICY WORDING AND THE POLICY EXPIRATION DATE. THE COVERAGE UNDER THIS CERTIFICATE IS SUBJECT TO THE POLICY WORDING AND THE POLICY EXPIRATION DATE.				
CO	TYPE OF INSURANCE	POLICY NUMBER	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS (IN DOLLARS)
A	<input checked="" type="checkbox"/> General Liability <input type="checkbox"/> Commercial General Liability <input type="checkbox"/> Owner & Contractor	YOUR POLICY # HERE 060306	06/14/06	General Aggregate \$ 2,000,000 Products/Completed Operations \$ 1,000,000 Personal & Advertising Injury \$ 1,000,000 Med. Payments \$ 1,000,000 Fire, Theft and Auto \$ 50,000 Medical Payments (per person) \$ 5,000
A	<input type="checkbox"/> Automobile Liability <input type="checkbox"/> Any auto <input type="checkbox"/> All owned autos <input type="checkbox"/> Non-owned autos <input type="checkbox"/> Hired autos <input type="checkbox"/> Non-owned autos <input type="checkbox"/> Garage Liability <input type="checkbox"/> Physical Damage	\$200,000 per vehicle \$1,000,000 aggregate		Liability \$ Medical Payments \$ Physical Damage \$ Fire, Theft and Auto \$ Medical Payments (per person) \$
	<input type="checkbox"/> Excess Liability <input type="checkbox"/> Other # on Underwrite form			Excess Liability \$ Other # on Underwrite form \$
	<input type="checkbox"/> Workers Compensation <input type="checkbox"/> Employers Liability	060306	06/14/06	Statutory \$ 1,000,000 Each Accident Employers Liability \$ 1,000,000
	<input type="checkbox"/> OTHER Miscellaneous Rented Equipment Prop. Equip. Vandalism Third Party P.D.	YOUR POLICY # 060306	06/14/06	Rented Equipment \$1,000,000 Limit / \$5,000 Ded. Special Form, Replacement Cost \$100,000 Limit / \$2,500 Ded. \$1,000,000 Limit / \$2,500 Ded. Theft Deductible \$5,000
CERTIFICATE HOLDER Movie Gun Services LLC PMB 268 Babylon, NY 11702				CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE, THE POLICY COVERAGE WILL BE EXTENDED TO THE DATE OF CANCELLATION. THE EXTENSION WILL BE LIMITED TO THE OBLIGATION OF LIABILITY OF THE POLICY AT THE TIME OF CANCELLATION. THE OBLIGATION OF LIABILITY OF THE POLICY AT THE TIME OF CANCELLATION WILL BE LIMITED TO THE OBLIGATION OF LIABILITY OF THE POLICY AT THE TIME OF CANCELLATION.

33

Certificate of Insurance

Definition – a document, instrument, or record, including an electronic record, not matter how titled or described, that is executed by an insurer or agent and issued to a third person not a part to the subject insurance contract, as a statement or summary of property or casualty insurance coverage. The term does not include an insurance binder or policy form. (S.B. 425)

- Quick notes:
 - Upper right hand corner – review the date, if more than 30 days prior to review, request another certificate
 - Middle of the certificate – column titled “policy expiration”
 - Bottom left corner – block titled “certificate holder”

34

Certificate of Insurance

Checklist

- Please review the checklist that has been provided (as an example). By utilizing a checklist to review insurance documents and requirements, guesswork can virtually be eliminated
- Use this link to check certificates through Texas Dept of Insurance

<http://www.tdi.texas.gov/certificates/index.html>

35

Ok, we transferred the risk – not on us anymore?

Transferring the risk and requiring the contractor to purchase insurance is not the end of the process.

- the government entity or Owner **should require** evidence of insurance before anybody sets foot on the construction site, or enters government property.
- Use the term “evidence of insurance” as opposed to “certificate of insurance”

36

Evidence vs Certificate of Insurance – What?

A certificate of insurance may not be evidence of insurance at all.

- S.B 425 in Texas simplified the many previous issues surrounding certificates of insurance. However, that does not mean that an agent or contractor might avoid the legal requirements.
- A certificate is simply a form completed by the insured's insurance agent that may or may not necessarily be consistent with the actual policy of insurance issued by the underlying insurance carrier.

37

A “declarations page” is best

Requiring the declarations page together with a certified policy of insurance and endorsements is best practice.

38

But the contractor is complaining?

Don't be fazed by the contractor's insistence that he has never had to provide more than a "certificate".

Take comfort that your distinct requirements increase your organizations protection against risk of loss

39

Performance and Payment Bonds

Texas Government Code Sec. 2253.021. PERFORMANCE AND PAYMENT BONDS REQUIRED. (Sometimes referred to as the McGregor Act)

(a) A governmental entity that makes a public work contract with a prime contractor shall require the contractor, before beginning the work, to execute to the governmental entity:

- (1) a performance bond if the contract is in excess of \$100,000; and
- (2) a payment bond if:
 - (A) the contract is in excess of \$25,000, and the governmental entity is not a municipality or a joint board created under Subchapter D, Chapter 22, Transportation Code; or
 - (B) the contract is in excess of \$50,000, and the governmental entity is a municipality or a joint board created under Subchapter D, Chapter 22, Transportation Code.

40

The McGregor Act's Purpose

The Texas Legislature promulgated The McGregor Act to provide subcontractors and suppliers involved in public work contracts, thereby protecting public-work laborers and materialmen, because a subcontractor or a supplier cannot place a lien against a public improvement.

The McGregor Act is intended to be a simple and direct method for claimants who supply labor and materials for public-work projects to give notice and perfect their claims under the Act.

41

Worker's Compensation – Really?

"I hope my worker's comp is up-to-date"



42

Worker's Compensation Insurance

● Is this required?

The answer is yes and no.

- Texas Labor Code 406.096 **requires** government entities that enter into contracts for building and construction (public works) to certify in writing that the contractor provides workers' compensation insurance coverage for each employee of the contractor employed on the public project. (A certificate of insurance is required).
- **Self-Insurance is an option.** However, this must be certified by Texas Dept of Insurance.
<http://www.tdi.texas.gov/wc/si/index.html>
- For a list of companies already approved by TDI for self-insurance: <http://www.tdi.texas.gov/wc/si/selfinsurlist.html>

43

Worker's Compensation in Texas

<https://txcomp.tdi.state.tx.us/TXCOMPWeb/coverage/Coverage.do?leftNav=true&destination=SearchForCoveredEmployersPublic&clearBackCache=Y>

Check the status for employer worker's compensation insurance coverage -

The screenshot shows the TXCOMP website interface. At the top, there is a navigation bar with links for Home, About TXCOMP, Contact Us, and Log On. Below this is a main menu with various options like Report Injury, Locate Covered Employer, etc. The main content area features a search link for 'Online Employer Workers' Compensation Insurance Verification (CVS) Search'. A red footer bar contains links for Accessibility, Disclaimer, Privacy, DWC, and Texas Online.

44

Verification Page – an example

Texas Department of Insurance - Division of Workers Compensation

Employers' Workers' Compensation Insurance Coverage Verification

Coverage/Injury/Illness Date: 6/18/2013 Default = Today's Date

Employer Name: Contains Starts With

OR

Federal Employer Identification Number:

[Click here for Claim Processing Information](#)

Worker's Compensation Insurance Coverage Provider: NETHERLANDS INSURANCE COMPANY
Coverage/Injury/Illness Date: 06/18/13

[Return to Policy Results](#)

Employer Name	Street Address	City	State	Zip
<input type="text" value="FLOYD SMITH CONCRETE INC"/>	<input type="text" value="PO BOX 1781"/>	<input type="text" value="DENTON"/>	<input type="text" value="TX"/>	<input type="text" value="76202-1781"/>
FLOYD SMITH CONCRETE INC	1519 WILLOWOOD ST	DENTON	TX	76205-6949

45

Worker's Compensation – it's a best practice to require it.



You never really know when someone will get a bright idea that may increase risks

46

Immunity and Liability



47

Why Insurance – a government entity is immune, right?

The state of Texas is **generally** immune from liability and lawsuits under the doctrine of sovereign immunity, as defined by the Texas Tort Claims Act, which was passed into law in 1969.

However, a government entity **should not** depend on the doctrine of governmental immunity to protect it from lawsuits, as the Tort Claims Act **automatically waives** sovereign immunity for certain acts.

48

Texas Civil Practice and Remedies , Title 5, Chapter 101

- “The Texas Tort Claims Act” automatically waives governmental immunity in the following circumstances:
- property damage, injury, or death arising from the “wrongful act or omission or the negligence of an employee acting within the scope of his or her employment”
- injury or death involving the “operation or use of a motor-driven vehicle or motor-driven equipment” if the employee would be personally liable to the claimant under Texas law
- injury or death caused by and the “condition or use of tangible personal property” if the governmental unit would be personally liable to the claimant under Texas law. (Personal property in this circumstance would mean property owned by the government entity.)

<http://www.statutes.legis.state.tx.us/Docs/CP/htm/CP.101.htm>

49

Texas Tort Claim Act – Continued

- The Tort Claims Act establishes some limits on legal damage awards that may result from such liability, a fact the government entity may wish to consider when deciding the limits of liability to purchase.

State Government and Municipalities - maximum amount of \$250,000 for each person and \$500,000 for each single occurrence for bodily injury or death and \$100,000 for each single occurrence for injury to or destruction of property.

Local Government and Emergency Service Organizations - maximum amount of \$100,000 for each person and \$300,000 for each single occurrence for bodily injury or death and \$100,000 for each single occurrence for injury to or destruction of property.

50

Liability Insurance – Section 101.027

Each governmental unit other than a unit of state government may purchase insurance policies protecting the unit and the unit's employees against claims under this chapter. A unit of state government may purchase such a policy only to the extent that the unit is authorized or required to do so under other law.

The state or a political subdivision of the state may not require an employee to purchase liability insurance as a condition of employment if the state or the political subdivision is insured by a liability insurance policy.

51

Insurance Coverage and Smart Choices

- If the government entity has purchased liability coverage, responsibility for defending the suit usually becomes the insurer's responsibility, subject to policy coverage and exclusions.

52

Verify Agent Licensing

Texas law requires agents to have a license from TDI before selling their products or services. To verify whether an agent is licensed, call TDI's Consumer Help Line. You can also call the Consumer Help Line to learn a company's or agent's complaint index and to request a complaint form to file a complaint against a company or agent.

For more detailed information on what an agent's license authorizes them to sell, call or write

**Texas Department of Insurance
Agents Licensing Group**

P.O. Box 149091
Austin, Texas 78714-9091
512-322-3503

53

Due Diligence = Better contracts

A small bit of diligence in drafting of contracts and follow-up can provide peace of mind that the contractual risk allocations have been fulfilled.

54

A final note

There is a better way; find it!

Thomas Edison

- Questions
- Answers
- Discussion



55

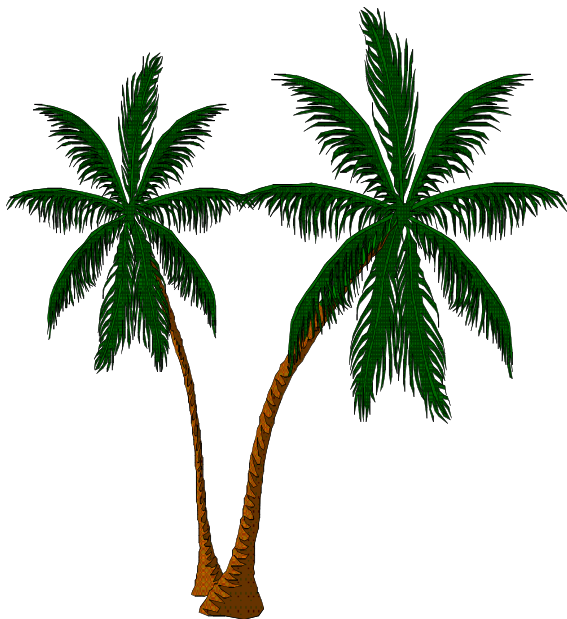
Thank You!

- You can contact me at:
- Elton D. Brock, MBA, CTPM, CTCM, C.P.M., CPSM
- Chief Procurement Officer
- City of Duncanville, Texas
- (972) 780-5158
- elton.brock@duncanvilletx.gov

56

SUMMER SESSION 2026

LEVERAGING AI TO BOOST YOUR PROCUREMENT EFFICIENCY



SPEAKER:

David Akers

Leveraging AI To Boost Your Procurement Efficiency

ISM – RGV Summer Session 2026

David J. Akers, EVP at Equalis Group



Today's Objectives

- A Brief Review of Previous Technology Revolutions
- The AI Road Less Traveled
- KaizenIQ™ Solicitation Builder
- Access & Utilize Solicitation Builder... for Free
- Open Forum

Equalis Group at a Glance



SAVE TIME.



SAVE MONEY.



STAY LEGAL.



**NATIONWIDE
COVERAGE**
FOR OUR MEMBERS



22,000+

MEMBERS
AND GROWING

300+

**PUBLICLY
PROCURED
CONTRACTS**



\$0 TO JOIN
NO FEES, NO DUES
& NO OBLIGATIONS



**A MEMBER-DRIVEN
SUPPLIER-CENTRIC
COOPERATIVE
PURCHASING
ORGANIZATION**

equalis
GROUP

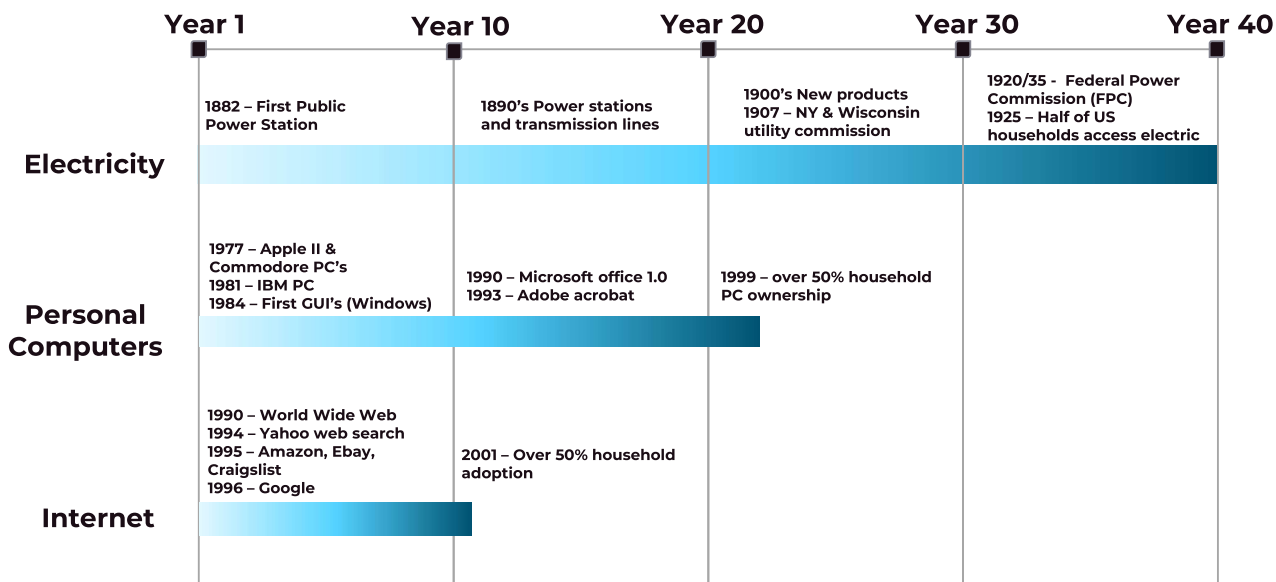
Get started at www.EqualisGroup.org

ARTIFICIAL INTELLIGENCE



WHAT'S THERE TO WORRY ABOUT?!

Adoption Timelines of Prior Revolutions



5

Question For Everyone

On a scale of 1-5, how frequently do you use AI in any way?

6

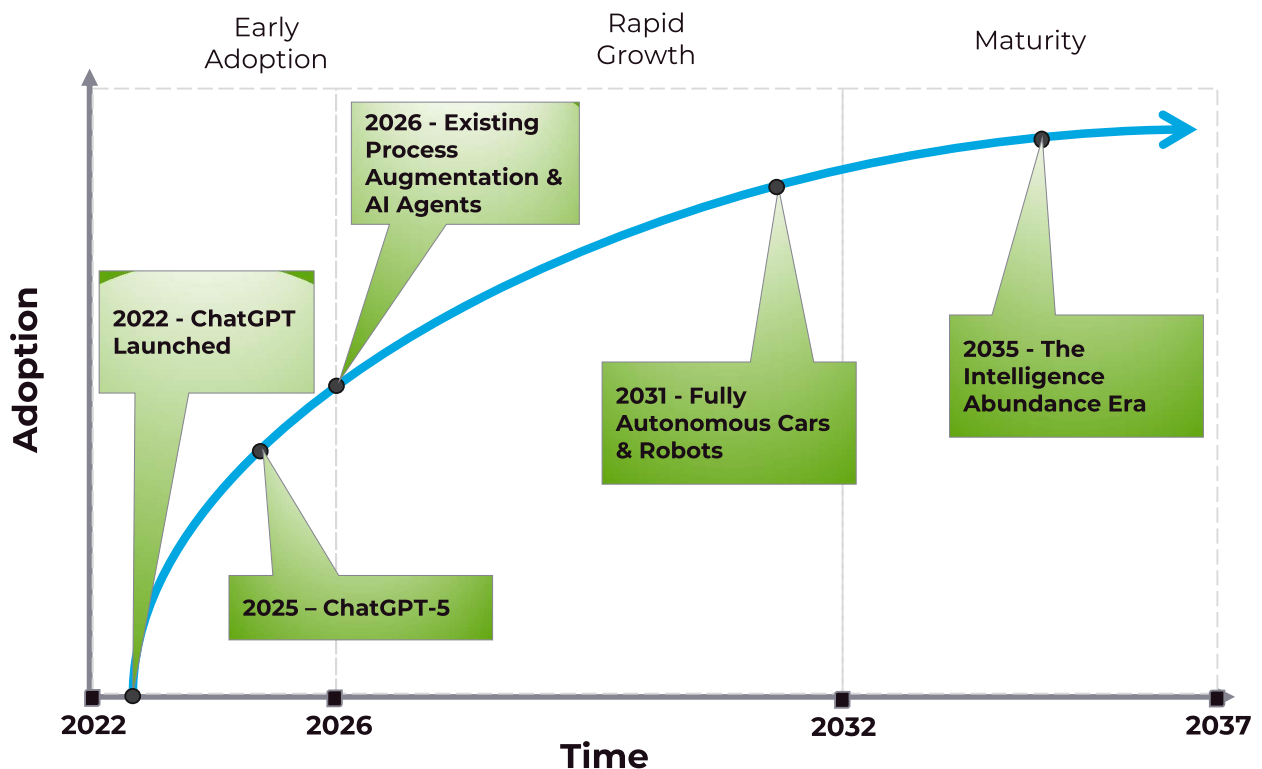
Question For Everyone

On a scale of 1-5, how frequently do you use AI in any way?

1. Never use AI. I thought that was a tasty steak sauce.
2. I use it sparingly for fun, like writing brownie recipes.
3. I've tried it a few times (mostly to write better emails).
4. I use it for small tasks at work and home.
5. I can't get through the day without it – AI is my wingman.

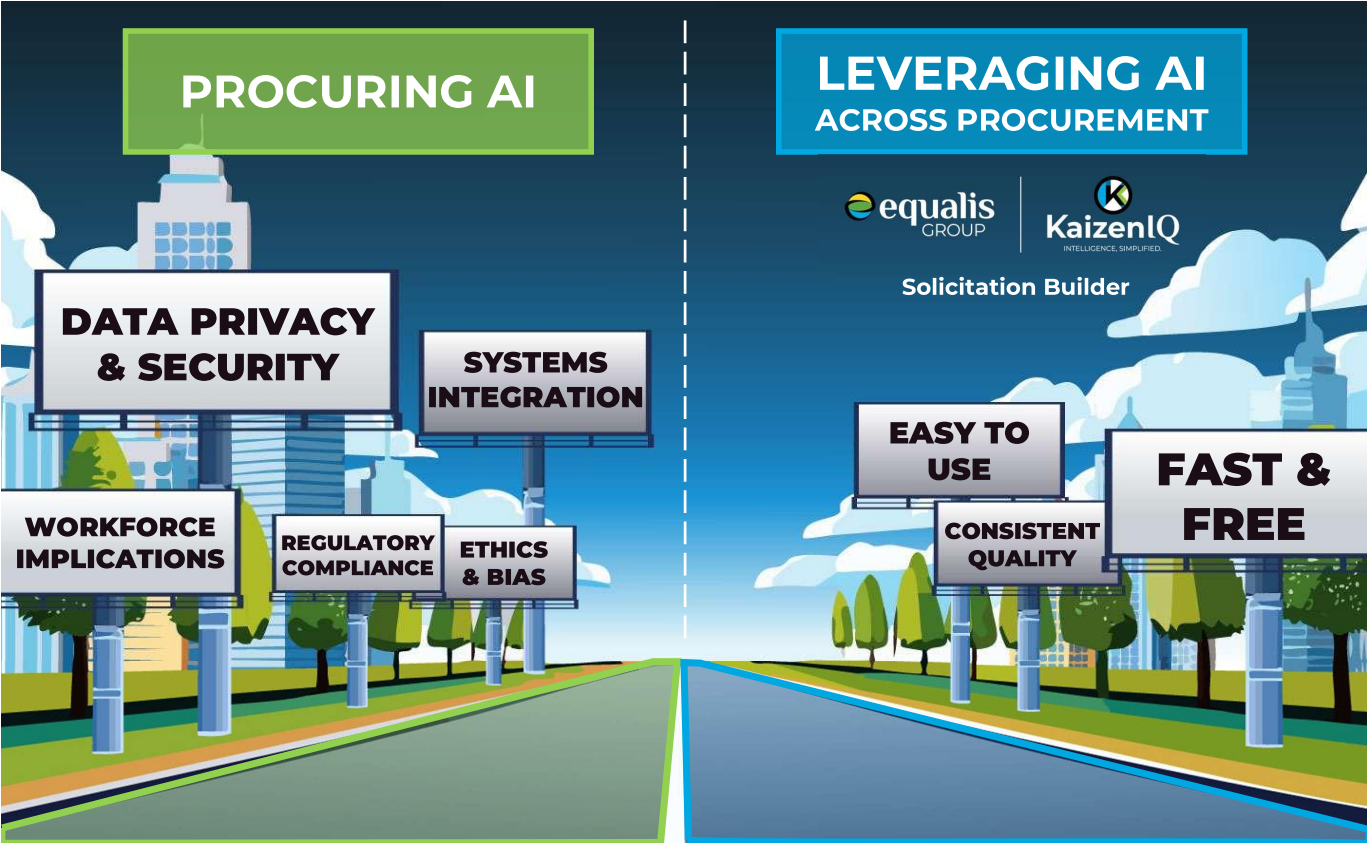
7

The AI Adoption Curve



8

Procurement & AI: Two Paths



Question For Everyone

On a scale of 1-5, to what extent are you currently using AI in your procurement processes?

Five horizontal blue bars for inputting responses.

Question For Everyone

On a scale of 1-5, to what extent are you currently using AI in your procurement processes?

1. Not at all – I'm still old school.
2. I'm curious, but haven't tested it yet.
3. I've dabbled, I'm in my "Experimental Era".
4. It's starting to replace some manual tasks.
5. It's fully integrated – I'm living in the future.

11

The 4 Approaches to AI in Procurement

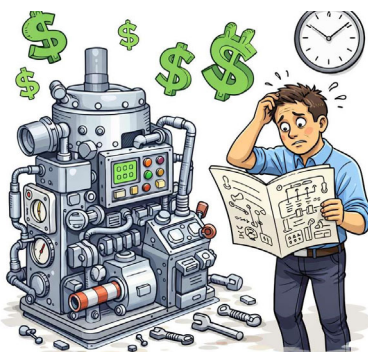
Ignore It



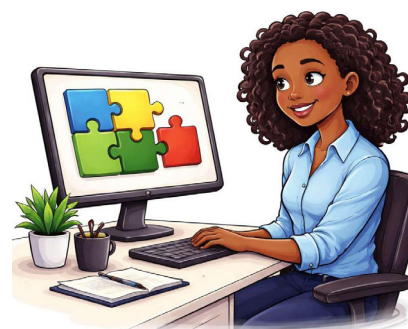
Everyone Doing Their Own Thing



Build Your Own



Purpose-Built Tools



12

Build Your Own AI Workflow vs. Purpose Built Tools

Factor	Build Your Own AI Workflow	Use Tools like KaizenIQ™ / OpenGov / Beacon Bid
Learning Curve	High – Staff must master "Prompt Engineering" and AI troubleshooting.	Low – Intuitive "Procurement-First" interfaces; no AI expertise required.
Time to Value	Slower – Trial-and-error before results are usable	Instant – Generates compliant scope, criteria, and questions on day one
Maintenance	High –Manually update prompts and workflows every time a model (like GPT-5) changes.	Zero – Platform handles model upgrades and prompt tuning behind the scenes.
Audit & Security	Manual Risk – Hard to prove how the AI reached a conclusion risk of PII leaking into public models.	Built-in Guardrails – Automated PII scrubbing and a clear "Audit Trail" for public records requests.
Support	Limited – Internal resources must manage AI use	Included – Access to training, support, and updates
Cost Efficiency	Variable & Hidden – You pay for API tokens, IT setup, and staff time spent "tinkering."	Transparent – Subscription-based or offered as part of cooperative membership

Bottom Line: Purpose-built platforms reduce risk, increase consistency, and give your team time back to focus on higher-value work.



SOLICITATION BUILDER

An effortless experience for you

THOUSANDS OF HOURS INVESTED

ONGOING ENHANCEMENTS

EXTENSIVE TESTING

USER EXPERIENCE DEVELOPMENT

PROMPT ENGINEERING

AI MODEL SELECTION

PLANNING




The Solicitation Builder Odyssey

- 
15+ Agencies
- 
Dozens of people
- 
Countless Prompts
- 
14+ months

Solicitation Builder Live Demo

Your Agency's Solicitations

Solicitation Builder [Watch a Demo Video](#)

[Create Solicitation](#) Filter Search

Active Closed

Solicitation Name / Brief Description	Created	Created By	Last Step	Completed	Completed By	Action
Landscape Maintenance Services Professional landscape maintenance services encompassing grounds care, irrigation management, seasonal ...	12/16/2025	Nancy Burns	Completed	12/16/2025	Nancy Burns	⋮
Landscape & Snow Removal Services Seeking qualified contractors to provide comprehensive landscape maintenance and snow removal services f...	12/08/2025	Nancy Burns	Completed	12/08/2025	Nancy Burns	⋮
front entrance and drive up window for a library Seeking proposals for design and construction of a new front entrance and drive-up window service point for L...	12/08/2025	David Akers	Completed	12/08/2025	Nancy Burns	⋮
Vendor Service Contract - Boiler Feed Tanks Professional services required for comprehensive boiler feed tank system maintenance, inspection, repair, and...	12/04/2025	Nancy Burns	Completed	12/04/2025	Nancy Burns	⋮
Managed Software Provider Seeking a managed software provider to deliver comprehensive software solutions, maintenance, and suppor...	12/01/2025	Nancy Burns	Completed	12/01/2025	Nancy Burns	⋮
External Financial Auditors - RFQ Request for Qualifications seeking external financial auditors through two-step process evaluating experience...	11/25/2025	Nancy Burns	Completed	11/25/2025	Nancy Burns	⋮
Goats for Landscaping Seeking qualified vendors to provide goat grazing services for eco-friendly vegetation management and lands...	11/20/2025	Nancy Burns	Completed	11/20/2025	Nancy Burns	⋮
Records Management System and CAD (Computer Aided Dispatch) Comprehensive solution for integrated records management and computer-aided dispatch systems to enhan...	11/20/2025	Nancy Burns	Completed	11/20/2025	Nancy Burns	⋮

- Access your agency's Active and Closed solicitations at any time
- Utilize the action dots to delete, export, or edit any solicitation
- Facilitates collaboration across the organization

Step 1: Input Scope Values

← Landscape Maintenance Services

Input Scope Values | Scope Description | Evaluation Criteria | Questions | Next Steps

Solicitation Name*
Landscape Maintenance Services

Procurement Type*
Sealed Bid

Publication Date
MM/DD/YYYY

Annual Spend in Category

Current/Potential Suppliers ⓘ

Additional Details ⓘ

Comprehensive Approach ⓘ

Save Draft

Continue

- Complete the form
- Minimal information is required
 - Solicitation Name & Procurement Type
- Optional Fields
 - Publication Date, Annual Spend, Current/Potential Suppliers, and Additional Details
- 17 • Scope Enhancement: Comprehensive Approach

Step 1: Comprehensive Approach

- Asks clarifying questions to develop a more comprehensive scope of work
- Provide as many or as few details as applicable
- Responses can be edited at any time
- Questions may be skipped

Clarification Questions
Answer the questions below to provide context to Solicitation Builder.

What specific grounds maintenance tasks require regular service across your facilities?
Mowing, Planting, Seasonal care, holiday decoration installation, fertilization, weed control

How many sites need maintenance, with total acreage for each location?
14 total sites

What seasonal services beyond routine mowing do you require?
Irrigation winterizing & spring activation, spring plantings, fall leaf raking, hanging holiday

Will the contractor supply all equipment, materials, and disposal services?
Yes

What service frequency do you expect during peak growing season?
Weekly mowing, other plant maintenance should be recommended by respondents in

Answered 5 of 5 Questions → Submit

Step 2: Refine/Edit Scope Description

← Landscape Maintenance Services Show 8 Contract Matches

Input Scope Values **Scope Description** Evaluation Criteria Questions Next Steps

1. GENERAL REQUIREMENTS

The City of Delaware, OH seeks comprehensive landscape maintenance services for fourteen (14) municipal properties located throughout Delaware, OH. The selected contractor shall provide all labor, equipment, materials, supplies, and disposal services necessary to maintain City of Delaware, OH properties in a professional, aesthetically pleasing condition throughout the contract period.

The contractor shall demonstrate capability to perform routine grounds maintenance, seasonal services, athletic field care, specialized playground and dog park maintenance, and holiday decoration services while maintaining the highest standards of horticultural practices and environmental stewardship.

2. SERVICE LOCATIONS

Services shall be performed at fourteen (14) City of Delaware, OH facilities and properties. The contractor shall maintain consistent service quality across all locations, accommodating varying site conditions, usage patterns, and landscape features specific to each property. Sites include municipal buildings, parks, recreational facilities, playparks, two (2) dog parks, and athletic fields requiring specialized maintenance approaches. Each location type demands specific attention to safety, cleanliness, and functionality to serve the diverse needs of City of Delaware, OH residents.

3. ROUTINE MAINTENANCE SERVICES

3.1 Mowing and Turf Management

The contractor shall provide weekly mowing services during the peak growing season (typically April through October) at all designated locations. Services shall include:

- Complete mowing of all turf areas using appropriate equipment for each site
- Trimming around buildings, structures, trees, signs, playground equipment, and landscape features
- Edging along sidewalks, curbs, parking areas, planting beds, and playground borders
- Removal of grass clippings from hard surfaces, playground safety surfacing, and dog park areas
- Maintenance of consistent cutting heights appropriate for turf type and season
- Special attention to athletic fields requiring specific cutting patterns and heights
- Enhanced attention to high-traffic areas in playparks and dog parks

3.2 Planting and Landscape Bed Maintenance

The contractor shall maintain all existing landscape beds and plantings, including:

Copy Edit

← Save Draft Refine Scope Continue to Evaluation Criteria

- Use **“Edit”** to make changes directly in the text
- Use **“Refine Scope”** to make substantive and/or stylistic changes
- Save your work at any time

19

Step 3: Refine/Edit Evaluation Criteria

← Landscape Maintenance Services Show 8 Contract Matches

Input Scope Values Scope Description **Evaluation Criteria** Questions Next Steps

1. PRICE (40 POINTS)

Total annual cost for comprehensive landscape maintenance services across all fourteen (14) City of Delaware, OH properties including municipal buildings, parks, recreational facilities, playparks, and two (2) dog parks. Pricing shall be evaluated based on:

- Detailed line-item pricing for routine maintenance services at each location
- Separate pricing structure for athletic field specialized maintenance
- Cost breakdown for seasonal services including spring cleanup, fall leaf removal, and irrigation system management
- Materials and supplies costs including mulch, fertilizers, pet-safe products, and safety surfacing materials
- Holiday decoration installation and removal service costs
- Unit pricing for additional services that may be requested beyond base contract
- Cost competitiveness compared to other qualified proposals while maintaining service quality standards

2. TECHNICAL APPROACH AND METHODOLOGY (25 POINTS)

Comprehensive service delivery plan demonstrating understanding of City of Delaware, OH's diverse property maintenance requirements. Evaluation will assess:

- Detailed maintenance schedules for all fourteen (14) properties accommodating varying site conditions and usage patterns
- Specific protocols for playpark maintenance including safety surfacing management, equipment clearance zones, and child-safe product applications
- Specialized approach for maintaining two (2) dog parks including turf repair strategies, pet-safe product selection, and waste station area management
- Athletic field maintenance methodology including mowing patterns, infield grooming techniques, and pre/post-event preparation procedures
- Integrated pest management strategies appropriate for Delaware, OH climate and growing conditions
- Quality control procedures ensuring consistent service standards across all municipal properties
- Proposed plant maintenance frequencies beyond weekly mowing including pruning schedules, fertilization timing, and pest management intervals specific to Delaware, OH growing conditions

3. EXPERIENCE AND PAST PERFORMANCE (20 POINTS)

Demonstrated capability in municipal landscape maintenance with emphasis on specialized facility types. Evaluation criteria include:

Copy Edit

← Save Draft Refine Evaluation Criteria Continue to Questions

- The Evaluation Criteria generated are based on your Scope Values and the final Scope Description iteration
- **Edit** and **Refine** as needed
- Save your work at any time

20

Step 4: Refine/Edit Questions

← Landscape Maintenance Services Show 8 Contract Matches

Input Scope Values > Scope Description > Evaluation Criteria > **Questions** > Next Steps

PRICE (40 POINTS)

1. How would you structure your pricing to account for the varying maintenance intensities required across the fourteen City of Delaware, OH properties, particularly differentiating between standard municipal buildings versus high-use recreational facilities like playparks and dog parks?
2. Provide a detailed line-item breakdown of your annual pricing for each of the fourteen City of Delaware, OH properties, clearly separating costs for routine maintenance, seasonal services, materials, and specialized care for athletic fields, playparks, and the two dog parks.
3. How would you structure unit pricing for services beyond the base contract that City of Delaware, OH might request, and what is your typical response time for mobilizing crews for unscheduled maintenance needs?
4. What cost efficiencies can you demonstrate through your proposed service delivery model for maintaining all fourteen City of Delaware, OH properties under a single contract, and how would these efficiencies be reflected in your pricing structure?
5. Detail your pricing methodology for holiday decoration installation and removal services at City of Delaware, OH facilities, including labor rates, equipment costs, and any storage fees for City-owned decoration materials during off-seasons.

TECHNICAL APPROACH AND METHODOLOGY (25 POINTS)

6. Describe your proposed maintenance schedule and methodology for managing the fourteen City of Delaware, OH properties, specifically detailing how you would coordinate services between municipal buildings, athletic fields, playparks, and dog parks to ensure consistent quality while minimizing disruption to public use.
7. What specific turf repair strategies and reseeding programs would you implement for the two City of Delaware, OH dog parks to address wear patterns near gates, water stations, and congregation areas while maintaining year-round usability?
8. Describe your proposed approach to maintaining proper depths and coverage of safety surfacing materials in City of Delaware, OH playparks, including inspection frequency, documentation methods, and procedures for identifying and addressing areas requiring immediate attention.

Copy Edit Refine Questions Complete

- The solicitation questions generated are based on your final Evaluation Criteria, Description & Inputs
- **Edit** and **Refine** as needed
- Save your work at any time

Step 5: Next Steps

← Landscape Maintenance Services Close

Input Scope Values > Scope Description > Evaluation Criteria > Questions > **Next Steps**

Your Solicitation EXPORT

Supplier List EXPORT

Equalis Awarded Suppliers (8)

- HES Facilities Management
- Ariens Company
- Stark Tech
- Harper Industries Inc. dba Harper Turf Equipment
- Wright Manufacturing

Other Potential Respondents (10)

- BrightView Landscape Services
- The Davey Tree Expert Company
- TruGreen LandCare

HES Facilities Management

COG-2110A

HES Facilities Management is a full-service facility management company that provides grounds maintenance and landscaping services among other facility services. They would provide comprehensive landscape maintenance services to th...

Next →

- Export your final Scope Description, Evaluation Criteria, and Questions in your preferred format; copy and paste into your solicitation template
- Review the list of current awarded suppliers as applicable
- Review and connect with the potential suppliers to maximize competition

22 Access and refine your solicitations at any time – simply log into KaizenIQ to see your Active and Closed solicitations

Become an Equalis Group Member



About Us ▾ Contracts ▾ Solicitations Resources ▾ KaizenIQ™ Supplier Registration



- Click the blue **Join** button at the top of www.EqualisGroup.org
- Complete the form
- Check the boxes
 - Agree to the MICPA
 - Select Yes to request your KaizenIQ credentials
 - Confirm you are not a robot
- Click **Join Now**

There are no costs, dues or obligations to become an Equalis member

23

Cooperative Purchasing Group Member Registration

Agency Information

Agency Name * Street Address *

City * State * Zip *

Agency Phone # * - Agency Type - *

Federal Tax ID Website URL

Primary Contact Information

First Name * Last Name *

Title * - Your Department - *

Phone # * Work Email *

Which contract(s) interest you?

View or download the Master Intergovernmental Cooperative Purchasing Agreement

By checking this box, I agree to the terms and conditions of the Master Intergovernmental Cooperative Purchasing Agreement

Yes **KaizenIQ** to request your KaizenIQ™ login credentials. Note: In 1-2 business days you will receive a separate email from KaizenIQ@EqualisGroup.org with a link to establish your unique password.

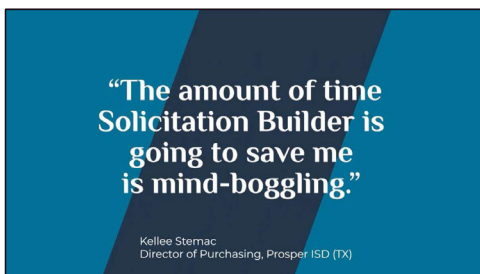
I'm not a robot

Join Now!

Your Final Product – Ready To Use

Instantly Usable Deliverables

- Scope Description
- Evaluation Criteria
- Questions
- Ready to insert into your agency's template, procurement systems, or ERP platform



Questions:

PRICE (40 POINTS)

- How would you... across the fourteen municipal buildings
- Provide a detailed Delaware, OH pro... materials, and sp...
- How would you s... OH might request maintenance nee...
- What cost efficien... maintaining all fo... these efficiencies
- Detail your pricin... Delaware, OH fac... owned decoration

TECHNICAL APPROACH

- Describe your pro... of Delaware, OH... municipal buildin... minimizing disrup...
- What specific tur... of Delaware, OH... areas while main...
- Describe your pro... materials in City... methods, and pro...
- Provide a detailed... examples of base... approach to main... facilities, and eq...

Evaluation Criteria:

1. PRICE (40 POINTS)

Total annual cost for co... Delaware, OH proprie... (2) dog parks. Pricing sh...

- Detailed line-itee
- Separate pricing
- Cost breakdown system manager
- Materials and su... materials
- Holiday decorati...
- Unit pricing for a...
- Cost competitive standards

2. TECHNICAL APP...

Comprehensive service property maintenance r...

- Detailed mainte... conditions and u...
- Specific protocoo... clearance zones
- Specialized appr... product selectio...
- Athletic field mai... and pre/post-eva...
- Integrated pest m... conditions
- Quality control p...
- Proposed plant n... fertilization timin...

3. EXPERIENCE AN...

Demonstrated capabilit... types: Evaluation criteri...

Solicitation Name: Landscape Maintenance Services

Scope Description:

1. GENERAL REQUIREMENTS

The City of Delaware, OH seeks comprehensive landscape maintenance services for fourteen (14) municipal properties located throughout Delaware, OH. The selected contractor shall provide all labor, equipment, materials, supplies, and disposal services necessary to maintain City of Delaware, OH properties in a professional, aesthetically pleasing condition throughout the contract period.

The contractor shall demonstrate capability to perform routine grounds maintenance, seasonal services, athletic field care, specialized playground and dog park maintenance, and holiday decoration services while maintaining the highest standards of horticultural practices and environmental stewardship.

2. SERVICE LOCATIONS

Services shall be performed at fourteen (14) City of Delaware, OH facilities and properties. The contractor shall maintain consistent service quality across all locations, accommodating varying site conditions, usage patterns, and landscape features specific to each property. Sites include municipal buildings, parks, recreational facilities, playparks, two (2) dog parks, and athletic fields requiring specialized maintenance approaches. Each location type demands specific attention to safety, cleanliness, and functionality to serve the diverse needs of City of Delaware, OH residents.

3. ROUTINE MAINTENANCE SERVICES

3.1 Mowing and Turf Management

The contractor shall provide weekly mowing services during the peak growing season (typically April through October) at all designated locations. Services shall include:

- Complete mowing of all turf areas using appropriate equipment for each site
- Trimming around buildings, structures, trees, signs, playground equipment, and landscape features
- Edging along sidewalks, curbs, parking areas, planting beds, and playground borders
- Removal of grass clippings from hard surfaces, playground safety surfacing, and dog park areas
- Maintenance of consistent cutting heights appropriate for turf type and season
- Special attention to athletic fields requiring specific cutting patterns and heights
- Enhanced attention to high-traffic areas in playparks and dog parks

3.2 Planting and Landscape Bed Maintenance

The contractor shall maintain all existing landscape beds and plantings, including:

- Installation of seasonal plantings as directed by City of Delaware, OH

24

Cooperative Contracts & Potential Respondents

Instantly Usable Deliverables

- Identifies Equalis' Awarded Suppliers contracts that may fulfill your needs
- Provides a list of potential respondents for your solicitations
 - Based on geography and agency type
 - Supports competitive solicitation process
- Includes a concise overview of all suppliers

Other Potential Respondents	
Supplier	Supplier Description
BrightView Landscape Services	BrightView is a national landscape services leader with a Columbus-area branch office. They provide a wide range of landscape services including fertilization, irrigation, and tree care.
The Davey Tree Expert Company	Headquartered in Columbus, Ohio, Davey is a leading provider of tree care services, including pruning, removal, and preservation. They also offer landscape maintenance and arboriculture services.
TriGreen LandCare	TriGreen is a full-service landscape maintenance and management company. They provide services such as mowing, fertilization, and irrigation for residential and commercial properties.
Spring-Green Lawn Care	Spring-Green is a leading provider of lawn care and landscaping services. They offer a comprehensive range of services including mowing, fertilization, and seasonal color.
Four Seasons Landscape Management	Four Seasons is a full-service landscape maintenance and management company. They provide services such as mowing, fertilization, and irrigation for residential and commercial properties.
Hocking Landscaping	Hocking is a local landscaping and maintenance company. They provide services such as mowing, fertilization, and irrigation for residential and commercial properties.
Fritz Lawn & Landscaping	Fritz is a full-service landscape maintenance and management company. They provide services such as mowing, fertilization, and irrigation for residential and commercial properties.
GreenCare Landscaping Services	GreenCare is a full-service landscape maintenance and management company. They provide services such as mowing, fertilization, and irrigation for residential and commercial properties.

Equalis Awarded Suppliers		
Supplier	Contract ID	Supplier Description
HES Facilities Management	COO-2110A	HES Facilities Management is a full-service facility management company that provides grounds maintenance and landscaping services among other facility services. They would provide comprehensive landscape maintenance services to the City of Delaware, OH, including grounds management, landscaping, and outdoor facility maintenance.
Ariens Company	R10-1165A	Ariens Company manufactures and provides grounds maintenance equipment including commercial mowers, utility vehicles, and grounds care equipment. They would supply the City of Delaware, OH with the necessary equipment and potentially maintenance services for landscape operations.
Stark Tech	R10-1168B	Starkmark is a large facility management services provider that offers landscaping services, grounds management, and operation & maintenance services. They would provide ongoing landscape maintenance services to the City of Delaware, OH as part of their comprehensive facility management offerings.
Harper Industries Inc. (dba Harper Turf Equipment)	R10-1165C	Harper Industries Inc. (dba Harper Turf Equipment) specializes in turf and grounds maintenance equipment including commercial mowers, turf maintenance equipment, and grounds care services. They would provide equipment and services for landscape maintenance to the City of Delaware, OH.
Wright Manufacturing	R10-1165D	Wright Manufacturing specializes in commercial lawn maintenance equipment including stand-on, walk-behind, and zero-turn mowers. They would supply the City of Delaware, OH with professional-grade mowing equipment necessary for landscape maintenance operations.

25

Recently Developed Solicitations

Below is a sample of solicitations Equalis members developed through Solicitation Builder in last 30 days:

- Copier/Printer Maintenance
- On-Call Door Installation & Service
- Records Indexing Services
- Cybersecurity Services & Solutions for K-12 Education
- Hostile Vehicle Mitigation Barrier
- Pole Barn Kits
- ERP Selection Consultant
- Playground Installation/ Repairs/Inspections

- Underground Sewer & Waterline Service Provider
- Armored Car Services
- Purchase & Delivery of Sulfuric Acid
- Real Estate Appraisal Services
- Goats for Weed & Grass Remediation
- Clinical Simulation Learning in Community & Population Health Nursing

26

AI: The Procurement Power Tool

Efficiency & Speed

- Reduces solicitation development timelines from weeks and hours to minutes
- Overcomes writer's block with intelligent content suggestions

Improved Accuracy & Consistency

- Pulls current industry standards, specifications, and trends
- Ensures uniform application of procurement standards, language, and processes across the organization

Greater Value & Transparency

- Enables data-driven drafting
- Promotes fairness

Workforce enablement

- Supports staff with limited resources, time, or subject expertise
- Frees up time for strategic sourcing and supplier engagement

Bottom Line: AI tools don't replace procurement professionals; they empower them to deliver better outcomes, faster.

27

What Our Members Say

***"It's incredible.
The amount of time Solicitation Builder
is going to save me is mind-boggling.
It's a game-changer."***

Kellee Stemac
Director of Purchasing, Prosper ISD (TX)

28

What Our Members Say

“The product is so intuitive. None of my users are going to have a problem using the tool. It takes me five minutes to explain the tool, and then five minutes for someone to use it.”

Charles Ellis
Chief Procurement Officer, Town of Parker, CO

29

**Meet Angele Burton,
your dedicated
Member Engagement
Representative**



Mobile: (713) 253-9680

Email: ABurton@EqualisGroup.org

Call Angele with any contract, awarded supplier, or KaizenIQ™ question.



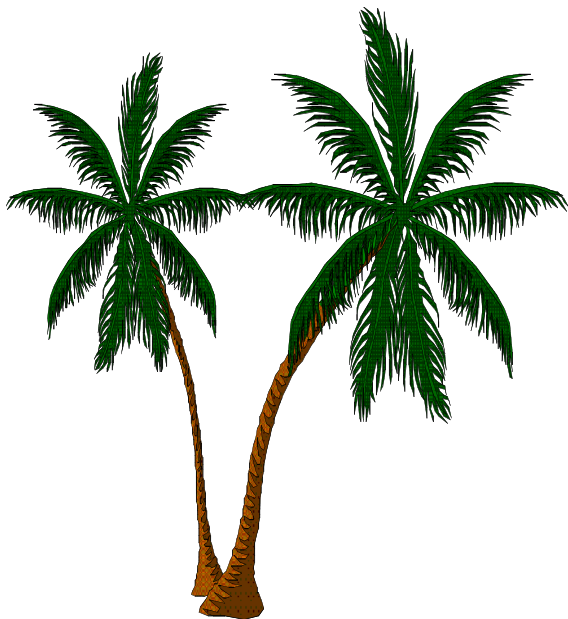
Open Forum



 equalis
GROUP

SUMMER SESSION 2026

PURCHASING LAWS - 101 FOR CITIES



SPEAKER:
Elton Brock
Diane Palmer-Boeck

PROCUREMENT LAWS 101

Diane Palmer-Boeck, CPPO,PPMC



Statutory Authority and Regulation

Texas Local Government Codes

- 252 – Purchasing and Contracting Authority of Municipalities
- 262 – Purchasing and Contracting Authority of Counties
- 271 – Purchasing and Contracting Authority of Municipalities, Counties and Certain Other Local Governments
 - Subchapter B – Cities are not included

Texas Government Codes

- 2253 – Public Work Performance and Payment Bonds
- 2254 – Professional and Consulting Services
- 2269 – Contracting and Delivery Procedures for Construction Projects
- Gov't Code 791 – Interlocal Cooperation Contracts
- Gov't Code 2161 – Historically Underutilized Businesses
- Texas Government Code 2252 - Subchapter F. Prohibition on Contracts with Certain Companies
- Texas Government Code Chapter 2271 - Anti-Boycott Israel Verification
- Texas Government Code Chapter 2275 – Prohibited Contracts with Certain Foreign-Owned Companies in connection with Critical Infrastructure

Home Rule City – Charter Controls

BASIC REQUIREMENTS



LGC 252.0215 – A municipality, in making an expenditure of more than \$3000 but less than \$100,000, shall contact at least two historically underutilized business on a rotating basis....



LGC 252.021 / 262.023 – Before a municipality or county may enter into a contract that requires an expenditure of more than \$100,000 from one or more municipal funds, the municipality must: comply with the procedure for competitive sealed bidding or proposal or use the reverse auction procedure as defined by Section [2155.062\(d\)](#), Government Code, for purchasing; or(3) comply with a method described by Chapter [2269](#), Government Code

Criminal Penalties

Sec. 252.062 / 262.034 CRIMINAL PENALTIES. (a) A municipal / county officer or employee commits an offense if the officer or employee intentionally or knowingly makes or authorizes separate, sequential, or component purchases to avoid the competitive bidding requirements of Section 252.021. An offense under this subsection is a Class B misdemeanor.



(b) A municipal officer or employee commits an offense if the officer or employee intentionally or knowingly violates Section 252.021, other than by conduct described by Subsection (a). An offense under this subsection is a Class B misdemeanor.



(c) A municipal officer or employee commits an offense if the officer or employee intentionally or knowingly violates this chapter, other than by conduct described by Subsection (a) or (b). An offense under this subsection is a Class C misdemeanor.

Definitions

- **Responsive** – meets all of the bidding requirements as stated in the bid documents
- **Responsible** - a prospective bidder must affirmatively demonstrate their responsibility. The City may request information sufficient to determine bidder's ability to meet the required standards including but not limited to:
 - Have adequate financial resources, or the ability to obtain such resources as required
 - Be able to comply with the required or proposed delivery schedule
 - Have satisfactory record of performance
 - Have a satisfactory record of integrity and ethics
 - Otherwise qualified and eligible to receive an award
- Non-responsibility is a legislative action requiring approval over \$100,000

5

SAFETY RECORD OF BIDDER CONSIDERED Sec. 252.0435 / 262.0275

....may take into account the safety record of the bidder, of the firm, corporation, partnership, or institution represented by the bidder, or of anyone acting for such a firm, corporation, partnership, or institution if:

- (1) the governing body has **adopted a written definition** and criteria for accurately determining the safety record of a bidder;
- (2) the governing body has **given notice to prospective bidders in the bid specifications** that the safety record of a bidder may be considered in determining the responsibility of the bidder; and
- (3) the determinations are **not arbitrary and capricious**.

6

General Exemptions Sec. 252.022 / 262.024

- Public Calamity
- Preserve or protect the public health or safety
- Unforeseen damage
- Personal, Professional, or Planning service
- Work Paid for by the Day
- Purchase of Land or Right of Way
- Sole Source
- Rare books, papers, etc
- Paving Drainage, street widening and other public improvements when 1/3 of the cost is paid by or through special assessments levied on the property
- Public Improvement process already in progress, authorized by the voters when there is a deficiency in funds in completing the project as authorized by the voters
- Service performed by the blind or severely handicapped
- Personal property sold: by a state licensed auctioneer, going out of business sale, by a political subdivision of the state or Fed Gov't
- Goods purchased for subsequent retail sale
- Electricity
- Advertising other than legal notices

7

Sec. 262.0241. MANDATORY EXEMPTIONS: CERTAIN RECREATIONAL SERVICES.

- (a) This section applies only to a county that:
1. has a population of 20,000 or less; and
 2. owns not more than one golf course open for public use.
- (b) The competitive bidding and competitive proposal procedures prescribed by this subchapter do not apply to the purchase of:
1. management services for:
 - (A) a county-owned golf course; or
 - (B) a retail facility owned by the county and located on the premises of the golf course; and
 2. landscape maintenance services for a county-owned golf course.

8

Sole Source

- Items that are available from only one source including:
 - Because of patents, copyrights, secret processes or natural monopolies
 - Films, manuscripts, or books
 - Gas, Water, Other Utility services (available from only 1 Source)
 - Captive replacement parts or components for equipment
 - Books, papers and other library materials available only from one source due to exclusive distribution rights
 - Management Services provided by a non-profit organization to a municipal museum, park, zoo or other facility which the organization has provided significant financial or other benefits

9

Notice Requirement



Purchases \$100,000 or more require public notice in a newspaper published in the municipality/county



Must include the time and place at which the bids will be publicly opened and read aloud.



Must be published 14 days before the date set to open the bids.



The governing body of a city that is considering using a method other than competitive sealed bidding (e.g., competitive sealed proposals) must determine before notice is given the method of purchase that provides the best value for the city.

10

Sec. 252.041. COMPETITIVE BIDDING NOTICE

(c) If the contract is for the purchase of machinery for the construction or maintenance of roads or streets, the notice for bids and the order for purchase must include a general specification of the machinery desired.

(d) If the governing body of the municipality intends to issue time warrants for the payment of any part of the contract, the notice must include a statement of:

- (1) the governing body's intention;
- (2) the maximum amount of the proposed time warrant indebtedness;
- (3) the rate of interest the time warrants will bear; and
- (4) the maximum maturity date of the time warrants.

Sec. 262.025. COMPETITIVE BIDDING NOTICE

(b) The notice must include:

- (1) the specifications (bid), general description (proposal) describing the item to be purchased or a statement of where the specifications may be obtained;
- (2) the time and place for receiving and opening bids and the name and position of the county official or employee to whom the bids are to be sent;
- (3) whether the bidder should use lump-sum or unit pricing;
- (4) the method of payment by the county; and
- (5) the type of bond required by the bidder.

Bonding Requirements



Performance Bond required on Public Works contracts > \$100,000 in the full amount of the contract price



Payment Bond required on Public Works contracts > **\$25,000 and the governmental entity is not a municipality or a joint board** created under Subchapter **D**, Chapter **22**, Transportation Code; or the contract is > **\$50,000, and the governmental entity is a municipality or a joint board** created under Subchapter **D**, Chapter **22**, Transportation Code.



Bid Bonds – Optional; Sec. 262.032 may require the bidder to furnish a good and sufficient bid bond in the amount of five percent of the total contract price. A bid bond must be executed with a surety company authorized to do business in this state.



Both the payment and performance bonds must be written for the total contract value and should be executed by a corporate surety in accordance with the Insurance Code prior to commencement of the work.

13

Prompt Payment of Invoices

- The Texas Prompt Payment Act, chapter 2251, regulates that payments due by the City must be mailed within 30 days after the latter of:
 - The date of the City's receipt of contracted goods
 - The date the performance of service under contract is completed
 - The date the City receives an invoice for the goods or services

14

Sec. 2251.042. DISPUTED PAYMENT.

(a) A governmental entity **shall notify** a vendor of an error or disputed amount in an invoice submitted for payment by the vendor **not later than the 21st day after the date the entity receives the invoice**, and **shall include in such notice a detailed statement of the amount of the invoice which is disputed.**

15

Prompt Payment of Invoices

(Continued)

- The Texas Prompt Payment Act does not apply to a payment made by the City, only if:
 - There is a bona fide dispute between the City and a vendor, contractor, subcontractor or supplier about the goods delivered or the service performed that causes the payment to be late;
 - There is a bona fide dispute between a vendor and a subcontractor or between a subcontractor and its supplier about the goods delivered or the service performed that causes the payment to be late;
 - The terms of a federal contract, grant, regulation, or statute prevent the City from making a timely payment with federal funds, or
 - The invoice is not mailed to the person to whom it is addressed in strict accordance with any instruction on the Purchase Order relating to the payment.

16

Change Orders

- Necessary because of changes in plans or specs after work has begun
- Change orders \$100,000 or more require governing body approval
- Change orders may not increase the original contract amount by more than 25%.
- Change Orders may not decrease the contract without consent of the contractor more than:
 - 25% Sec 252.048 (Cities)
 - 18% Sec 262.031 (Counties) without the consent of the contractor
- If a change order for a public works contract in a municipality of 240,000 or more involves an increase or decrease of \$100,00 or less, or a lesser amount provided by ordinance, the governing body may grant general authority to an administrative official to approve the change order.

17

Procurement Methods

- **Request for Bids – RFB, Low Bid**
 - Requirements can be quantified in detailed specifications
 - Contract is awarded to the lowest bid from a responsive, and responsible bidder.
 - If the governing body of a city that is considering using a method other than competitive sealed bidding (e.g., competitive sealed proposals) must determine before notice is given the method of purchase that provides the best value for the city. Sec 252.021
 - The governing body can delegate this authority.

18

Sec. 262.0295. ALTERNATIVE MULTISTEP COMPETITIVE PROPOSAL PROCEDURE

(a) (1) If the county official who makes purchases for the county determines that it is impractical to prepare detailed specifications for an item to support the award of a purchase contract, the official shall notify the commissioners court of such determination.

(2) Upon a finding by the commissioners court that it is impractical to prepare detailed specifications for an item to support the award of a purchase contract, after a notification of such determination by the county official who makes purchases for the county, the county official who makes purchases for the county may use the **multistep competitive proposal procedure provided by this section.**

19

Sec. 262.030. ALTERNATIVE COMPETITIVE PROPOSAL PROCEDURE FOR CERTAIN GOODS AND SERVICES

(a) Except for Subsection (d) of this section, the competitive proposal procedure provided by this section may be used for the purchase of insurance, high technology items, and the following special services:

- (1) landscape maintenance;
- (2) travel management; or
- (3) recycling.

(b) Quotations must be solicited through a request for proposals. Public notice for the request for proposals must be made in the same manner as provided in the competitive bidding procedure. The request for proposals must specify the relative importance of price and other evaluation factors. The award of the contract shall be made to the responsible offeror whose proposal is determined to be the lowest and best evaluated offer resulting from negotiation, taking into consideration the relative importance

20

Procurement Methods

(continued)

- **Best Value**

- Solicitation states desired and required features/components and states evaluation criteria. No best and final offers or negotiation
- Contract is awarded based scoring the offers using the evaluation criteria. Per statute, the City may consider the following:
 - The purchase price and /or Total long-term cost
 - Reputation of bidder and goods/services
 - Quality of goods/services
 - Extent in which the goods/services meets municipal needs
 - Past relationship with municipality
 - Impact on the ability of the municipality to comply with laws and rules relating to contracting with historically underutilized businesses and nonprofit organizations employing persons with disabilities;
 - Any other relevant criteria specifically included in the specifications

21

Procurement Methods

(continued)

- **Request for Proposal - RFP or Competitive Sealed Proposal - CSP**

- RFP for professional services, CSP for other commodities/services
- Solicitation describes desired and required results and must state evaluation criteria.
- City may request best and final offers and negotiate with proposer.
- Proposals are evaluated and scored by an evaluation team based on the criteria stated.
 - The purchase price
 - Reputation of bidder and goods/services
 - Quality of goods/services
 - Meets municipal needs
 - Past relationship with municipality
 - Total long-term cost
 - Any other relevant criteria

22

Procurement Methods

(continued)

- **Request for Information - RFI**

- A method of formal market research which may involve testing to develop department requirements. Is usually intended to result in an RFP or low bid solicitation.
- RFIs are more of a **preliminary procurement tool** used to gather information, and as such, they are **not directly referenced** in the Texas Government Code (GC) or the Local Government Code (LGC) as formal processes. Instead, RFIs fall under general purchasing guidelines that allow public entities to obtain information and make better-informed procurement decisions before issuing a formal Request for Proposals (RFP) or Invitation for Bids (IFB).

23

- Sec. 2254.003. SELECTION OF PROVIDER; FEES. (a) A governmental entity may not select a provider of professional services or a group or association of providers or award a contract for the services on the basis of competitive bids submitted for the contract or for the services, but shall make the selection and award:

(1) on the basis of demonstrated competence and qualifications to perform the services; and

(2) for a fair and reasonable price.

(b) The professional fees under the contract may not exceed any maximum provided by law.

24

Sec. 2254.004. CONTRACT FOR PROFESSIONAL SERVICES OF ARCHITECT, ENGINEER, OR SURVEYOR

A governmental entity shall:

- (1) first select the most highly qualified provider of those services on the basis of demonstrated competence and qualifications; and
- (2) then attempt to negotiate with that provider a contract at a fair and reasonable price.
 - (b) If a satisfactory contract cannot be negotiated with the most highly qualified provider of architectural, engineering, or land surveying services, the entity shall:
 - (1) formally end negotiations with that provider;
 - (2) select the next most highly qualified provider; and
 - (3) attempt to negotiate a contract with that provider at a fair and reasonable price.
 - (c) The entity shall continue the process described in Subsection (b) to select and negotiate with providers until a contract is entered into.

25

Construction Projects – Ch. 2269 GC, 252/271 LGC

- Competitive Bid or Best Value Bid
- Competitive Sealed Proposal – Entity chooses and Architect of Engineer (RFQ) to prepare construction documents
- Construction Manager –Agent Method
 - Entity contracts with a construction manager-agent to provide consultation or administrative services during the design and construction phase and to manage multiple contracts with various construction prime contractors. The CMA may not perform any portion of the actual design or construction of the project, with the exception of the general field conditions as provided by the contract

26

Sec. 2269.056. USING METHOD OTHER THAN COMPETITIVE BIDDING FOR CONSTRUCTION SERVICES; EVALUATION OF PROPOSALS; CRITERIA

Other than competitive bidding must, **before advertising**, determine which method provides the best value for the governmental entity.

(b) The governmental entity shall base its selection among offerors on applicable criteria listed for the particular method used. The governmental entity **shall publish in the request for proposals or qualifications:**

- (1) the criteria that will be used to evaluate the offerors;
- (2) the applicable weighted value for each criterion; and
- (3) a detailed methodology for scoring each criterion.

(c) The governmental entity shall document the basis of its selection and shall **make the evaluations public not later than the seventh day after the date the contract is awarded.**

27

• Construction Manager at Risk (CMAR) *Most Widely Used*

- Entity contracts with an architect or engineer for design and construction phase services and contracts separately with a Construction Manager-at-Risk to serve as the general contractor and to provide consultation during the design and construction, rehabilitation, alteration, or repair of a facility.
 - 1 Step Process: Issue a Request for Proposals (RFP) / both qualifications and pricing are evaluated in one process.
 - 2 Step Process:
 - 1 - Issue a Request for Qualifications (RFQ), which is identical to the RFP as described above, except that no cost or price information may be requested of offerors in the initial RFQ.
 - 2- selects a maximum of five offerors who responded to the RFQ to provide additional information. That information may include proposed fees and prices for the completion of the CMAR's general field conditions. The two-step CMAR process is similar to the two-step method for selecting a design-build firm

28

Alternate Delivery Methods – Construction Projects

– Ch. 2269 GC, 252/271 LGC

- Design-Build
 - Entity contracts with a single entity to provide both design and construction services for the construction, rehabilitation, alteration, or repair of a facility.
 - Limitation on Civil Projects: Population >500,000 no more than 6 per fiscal year, Population > 100,000 no more than 4 per fiscal year, Population < 100,000 may not use Design-Build
 - The governmental entity shall select or designate an engineer who is independent of the design-build firm to act as its representative for the procurement process and for the duration of the work on the civil works project.
 - The selected or designated engineer has full responsibility for complying with Chapter 1001, Occupations Code. If the engineer is not a full-time employee of the governmental entity, the governmental entity shall select the engineer on the basis of demonstrated competence and qualifications as provided by Section 2254.004
- Job Order Contracting
 - Used for maintenance, repair, alteration, renovation, remediation, or minor construction of a facility
 - Recurring nature, delivery times, types and quantities are indefinite.
 - The base term of the job order contract may not exceed two years. The city may renew the contract annually for not more than three additional years.

29

Professional/ Personal Services

- Professional - Services which are mainly mental or intellectual rather than physical or manual. That is, professional services are those disciplines requiring special knowledge or attainment and a high order of learning, skill, and intelligence
 - Cannot seek pricing if the contract is for the following services
 - Architects, Engineers, certified public accountants, land surveyors, physicians, optometrists, certified real estate appraisers, registered nurse or engaged in interior design. All other professional Services can be obtained utilizing the best methods for the service and entity.
- Personal Services – performed personally by the individual.
 - Pay for the labor (talent/skill) of the individual

30

Rejecting Bids

- State law provides that the governing body of the city may reject any and all bids.
 - There is no provision that would allow the delegation of this decision to city staff.
- Certain entities delegate that staff will open the bids and provide a recommendation to the governing body on whether the bid is responsive to the bid request and whether it should be accepted as the lowest responsible bid.
- **Responsibility is a Legislative action.**
- Pitfalls: Pricing may be disclosed – Vendor Community harmed, Vendor dissatisfaction/lack of future bids
- Waive as an Informality (Policy not Statute)

• Ref: TML Texas Laws Made Easy

BID AWARD

- Award the contract to the lowest responsible bidder or the bidder that provides the best value to the city Based on the bid submitted
 - A bid that has been opened may not be changed to correct minor errors in the bid price
- A bidder may withdraw their bid if they believe it contains a mistake that would cause great harm should the contract be enforced
- Confidential/Proprietary Information – Bid/Proposal content is only released after award if NOT marked Confidential and Proprietary
 - Develop and Internal policy how c/p information will be handled

Cooperative Purchases

- Using State contracts or other agency contracts: e.g. **TXShare**
 - Satisfies State law requiring Competitive bidding
 - May sign an interlocal agreement for using other agency contracts:
 - Designate a person to act under the direction of, and on behalf of, that local government in all matters relating to the program
 - Make payments to another participating local government or a local cooperative organization or **directly to a vendor**
 - Be responsible for a vendor's compliance with provisions relating to the quality of items and terms of delivery, to the extent allowed

33

Historically Underutilized Business (HUB)

- All Purchases >3,000 <100,000
- Contact at least two on a rotating basis
- Based on information provided by the State Comptroller

<https://mycpa.cpa.state.tx.us/tpasscmbsearch/index.jsp>

34

Conflict of Interest requirements in Ch 176 of the TLGC

- A “local government officer” under Chapter 176 includes: (1) a mayor or city councilmember; (2) a director, superintendent, administrator, president, or any other person who is designated as the executive officer of the local government entity; and (3) an agent (**including an employee**) of the local government entity who exercises discretion in the planning, recommending, selecting, or contracting of a vendor

35

H.B. 2581 – passed in 2021:

- (1) requires a the governing body of a governmental entity that considers a construction contract using a method other than competitive bidding to, among other things, publish in the request for qualifications a detailed methodology for scoring each criterion;
- (2) provides that:
 - (a) an offeror who submits a bid, proposal, or response to a request for qualifications for a construction contract under certain law may, after the contract is awarded, make a request in writing to the governmental entity to provide documents related to the evaluation of the offeror’s submission; and
 - (b) not later than the 30th day after the date a request is made, the governmental entity shall deliver to the offeror the documents relating to the evaluation of the submission including, if applicable, its ranking of the submission;

36

- (3) provides that for “civil works projects,” the weighted value assigned to price must be at least 50 percent of the total weighted value of all selection criteria; however, if the governing body of a governmental entity determines that assigning a lower weighted value to price is in the public interest, the governmental entity may assign to price a weighted value of not less than 36.9 percent of the total weighted value of all selection criteria; and
- (4) provides that when the competitive sealed proposal procurement method is used, the governmental entity shall make the evaluations, including any scores, public and provide them to all offerors not later than the seventh business day after the date the contract is awarded.

37

Must File

- If the officer or officer’s family member has an employment or other business relationship with a vendor that results in the officer or officer’s family member receiving taxable income of more than \$2,500 in the preceding twelve months
- Accepts one or more gifts from a vendor with an aggregate value of more than \$100 in the preceding twelve months (A “gift” includes transportation, lodging, and entertainment, even as a guest.)
- An officer is required to file a statement if the officer has a family relationship with the vendor. 232
- There is at least one exception to the three situations set out above. A local government officer does not have to file a statement if the vendor is an administrative agency supervising the performance of an interlocal agreement

Section 2252.908 is a governmental transparency law

(1) a city is prohibited from entering into a contract with a business entity unless the business entity submits a disclosure of interested parties (i.e., discloses a person who has a controlling interest in the business or who actively participates in facilitating the contract for the business) if the contract:

- (a) requires an action or vote by the city council before the contract may be signed; or
- (b) the contract has a value of at least \$1 million
- (c) the disclosure must be on a form prescribed by the Texas Ethics Commission; and
- (d) a city must, not later than 30 days after receiving a disclosure, submit a copy to the Texas Ethics Commission.
- No work can be performed and no contract executed until the 1295 has been filed and acknowledged.

39

Award of a Contract Sec 262.027

(a)... the court shall:

- (1) award the contract to the responsible bidder who submits the lowest and best bid; or
- (2) reject all bids and publish a new notice.

(b) If two responsible bidders submit the lowest and best bid, the commissioners court shall decide between the two by drawing lots in a manner prescribed by the county judge.

(c) A contract may not be awarded to a bidder who is not the lowest dollar bidder meeting specifications unless, before the award, each lower bidder is given:

- (1) **notice of the proposed award; and**
- (2) **an opportunity to appear before the commissioners court and present previously unconsidered evidence concerning the lower bid as best, which may include evidence of the bidder's responsibility.**

40

- (e) In determining the lowest and best bid for a contract for the purchase of road construction material, the commissioners court **may consider the pickup and delivery locations of the bidders and the cost to the county of delivering or hauling the material to be purchased.**

41

Confidentiality

- Governing body of the municipality adopts rules to ensure the identification, security, and confidentiality of electronic bids or proposals and to ensure that the electronic bids or proposals remain effectively unopened until the proper time.
- Trade secrets and confidential information in competitive sealed bids are not open for public inspection.
- If provided in a request for proposals, proposals shall be opened in a manner that avoids disclosure of the contents to competing offerors and keeps the proposals secret during negotiations. All proposals are open for public inspection after the contract is awarded, but trade secrets and confidential information in the proposals are not open for public inspection.

42

Public Information GC 552

Responsibilities of Government

- Establish reasonable procedures
- Treat all requestors uniformly
- Inform requestors of the estimated charges greater than \$40
- Inform the requestor if the information cannot be provided
- Request a ruling from the Office of the Attorney General
- Segregate public information
- Attempt to inform third parties
- Respond in writing to all written communications from the AG

43

Public Information GC 552

Rights of Requestors

- Prompt access to information that is not confidential or otherwise protected
- Receive treatment equal to all other requestors
- Receive a written statement of estimated charges
- A waiver or reduction of charges
- Choose whether to inspect or receive copies
- A waiver or reduction of charges
- Receive a copy of the communication to AG
- Lodge a written complaint about overcharges to the AG

44

Other Statutes

Purchasing Complies With

- **Code of Criminal Procedures, Art. 18.17--** Disposition of Abandoned or Unclaimed Property
- **LGC, Chapter 263—**Sales or Lease of County 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
- **Occupation Code Chapter -1051** Architecture

Other Statutes

Purchasing Complies With

- **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 2260** Resolution Certain Claims Against State
- **GC 2270 & 808** Israel Preference
- **Worker's Compensation Agency, Rule 110.108 & 110.110—**Requirements for Worker's Compensation Coverage
- **GC, Chapter 791—**Interlocal Cooperation Act
- **GC, Chapter 2258—**Prevailing Wage Rates
- **LGC, Chapter 140—**Financial Provisions Affecting Local Governments
- **LGC, Chapter 171 and 176--** Regulation of Conflicts of Interest

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AND IS NOT TO BE REGARDED AS LEGAL ADVICE. IF SPECIFIC LEGAL
ADVICE IS SOUGHT, PLEASE CONSULT AN ATTORNEY**

47

Your “GO TO” Reference Guide for Cities

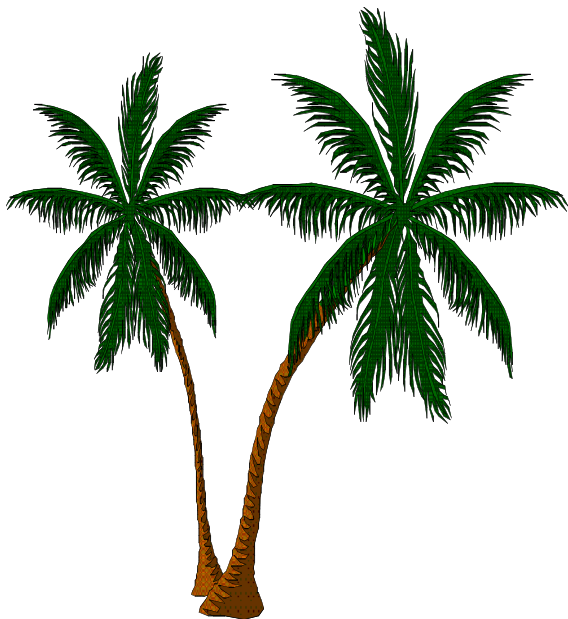
Texas Municipal League LAWS MADE EASY!

- <https://www.tml.org/DocumentCenter/View/2974/procurement-013122?bidId=>

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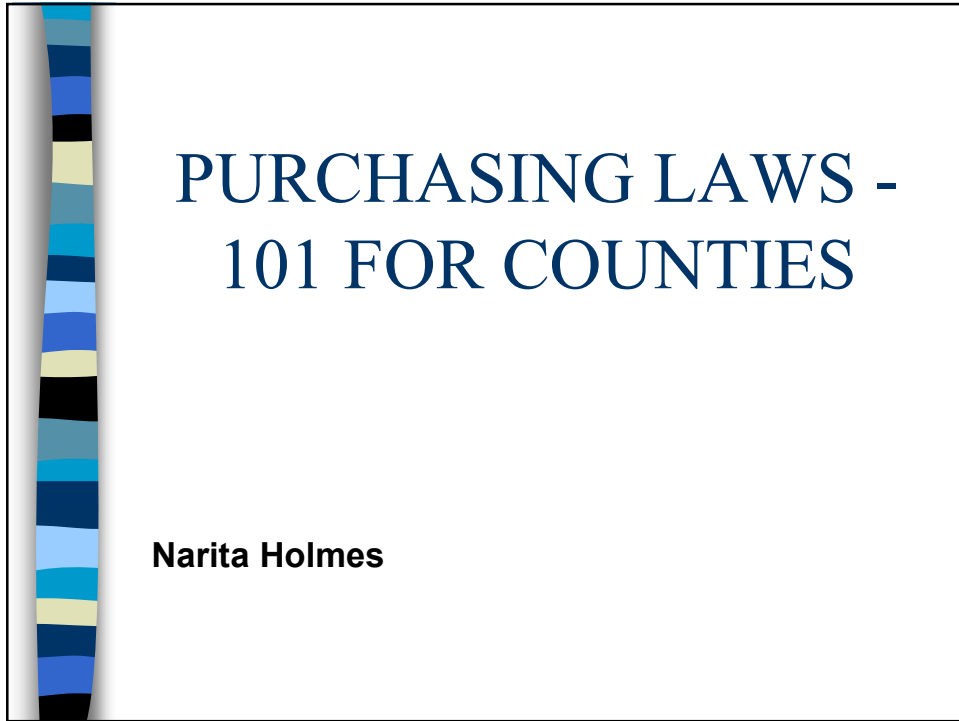
SUMMER SESSION 2026

PURCHASING LAWS - 101 FOR COUNTIES

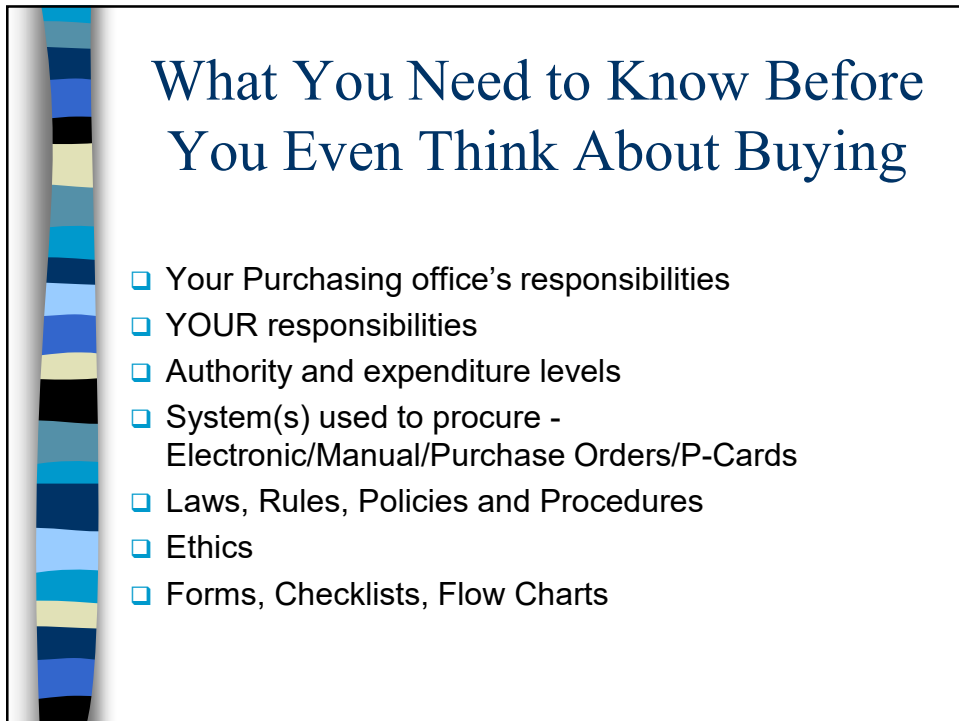


SPEAKER:

Narita Holmes



1



2

Your Purchasing Office's Responsibilities

CORE RESPONSIBILITIES:

- Encourage Maximum Competition
- Fair, Open, Transparent
- Best Value/Lowest Price

3

Your Responsibilities

Job Description

- Perform a variety of statutory Purchasing duties
- Evaluate and monitor contract performance
- Act as liaison between County departments
- Demonstrate understanding of entire County
- Purchasing office operations



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Beyond Job Description

WHO	WHAT
WHERE	WHEN
WHY	HOW

4



Why Can't We Just Buy It?

State law requires that public entities:

1. have specific legal authority to make the purchase
2. meet the requirements of specialized purchasing statutes
3. engage in competitive bidding
4. meet certain budget and finance restrictions

5

5



Methods Used to Purchase

- Electronic
- Manual
- Various types of solicitation
- Purchase Orders
- P-Cards

6/3/2026

6

6



How May I Legally Make Purchases?

- State of Texas Codes and Statutes detail the musts and shalls of public purchasing
- Your entity Purchasing Policies and Procedures provide entity specific requirements within the limits of State law

7

7



What are Codes and Statutes?

- Statutes are Laws enacted by legislation
- Code is a body of law
- Texas organizes its laws into Codes addressing specific areas
- Within each code there are Chapters

8

What are the Laws I Need to Know?

There are County specific statutes that provide basic purchasing requirements:

Local Government Code, Chapter 262
The County Purchasing Act



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9

9

County Purchasing Act


Major topics described in the Act include:

- Definitions related to Purchasing
- Description of competitive procedures
- Paper or electronic submittals
- Discretionary and mandatory exemptions
- Legal notice publication requirements

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10

10




County Purchasing Act

Major topics described in the Act include:

- Pre-bid conferences
- Opening of bids
- Awarding of contracts
- Bidder health insurance and safety record considerations
- Vendors with debt owed to County

6/3/2026 11

11




County Purchasing Act

Major topics described in the Act include:

- Lump sum or unit price methods
- Alternative multi-step proposal procedure
- Alternative proposal procedures for certain goods and services
- Modifications after award
- Changes in plans and specifications

6/3/2026 12

12




County Purchasing Act

Major topics described in the Act include:

- Bid or performance bonds
- Injunction option
- Criminal penalties
- Special rules for retention of insurance broker
- Qualification to make purchases

6/3/2026 13

13



What Else Is There?

Other Codes that govern governmental purchasing.

- 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

14



Is That All There Is?

You will also want to be familiar with the following 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
- LGC, Chapter 171 and 176-- Regulation of Conflicts of Interest

15



Is That All There Is?

- 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
- GC, Chapter 2251—Prompt Payment Act
- GC, Chapter 2267 P3 Construction Method
- GC, Chapter 2269—Construction Procurement
- GC 2252, Subch. A—Nonresident Bidders
- GC 2252, Subch. B—Interest on Retained Public Works Contract Payments

16



Is That All There Is?

- 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 2260 Resolution Certain Claims Against State
- GC 2270 & 808 Israel Preference
- Worker's Compensation Agency, Rule 110.108 & 110.110—Requirements for Worker's Compensation Coverage

17



Is That All There Is?

- Tax Code 151.309 Sales Tax Exemption
- Business & Commerce Code 332 Uniform Electronic Transaction Act
- Occupation Code Chapter 1001 Engineering
- Occupation Code Chapter 1051 Architecture

18

18




**Is
That
All
There
Is?**



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19

19



It is Important to Remember

- Determine which method is best for the type purchase you are making
- Keep a level playing field for vendors—each provided the same information
- Solicitations should not have bias toward any vendor

20

20



It is Important to Remember

- Solicitations govern what is desired and what may be considered in making award of a contract
- HUB requirements
- Payment or performance bond and insurance requirements
- Advertisement according to statutes

21

21



It is Important to Remember

- Open the submittals according to law (paper and electronic)
- Protect information contained in the submittals according to law
- Submit bids or proposals to the Court for award according to law and county policy and procedures

22

22



What Else Should I Consider?

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

23

23



Ethics – Specific to Your Procurement Office

- Perception
- Responsibility to your employer
 - Responsibility to your customers
- Conflict of Interest
- Gratuities
- Supplier/Vendor Relations

24




Forms, Checklists, Flow Charts

Documents help identify critical information needed to fully comply with all requirements

- CHECKLISTS
Purchasing, Customer, Vendor
- FORMS
Templates, Compliance, Quick Reference
- FLOW CHARTS/DESKTOP PROCEDURES
Processes from beginning to end/individual tasks

25



In order to complete your job effectively and within the constraints of Texas law and your entity's Policy and Procedure Manual, stay up to date on all the many factors that influence your success!

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26

26



THANK YOU

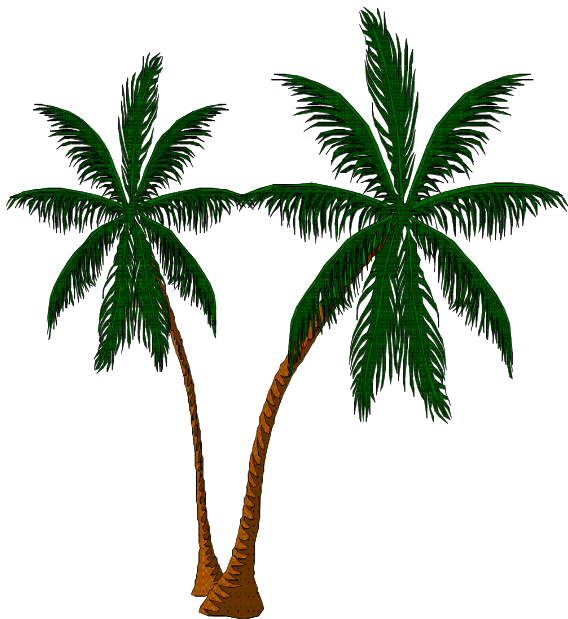
Narita Holmes, MBA, C.P.A., CIA

naritaholmes@utexas.edu

432-349-0116

SUMMER SESSION 2026

HOW TO HANDLE A BID PROTEST



SPEAKER:

Diane Palmer-Boeck

Kellie Pendelton



SURVIVING A BID PROTEST

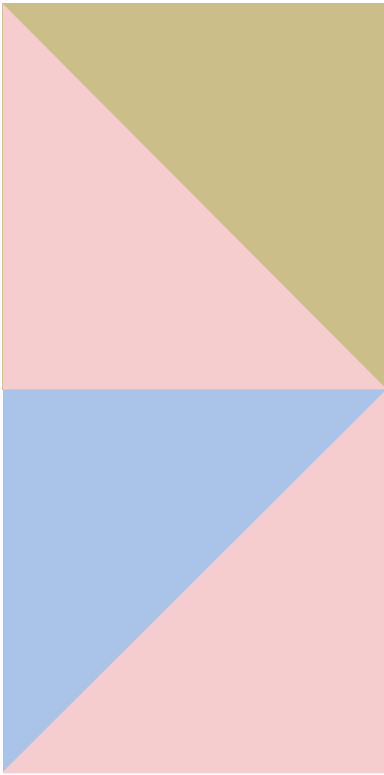
WHAT IS A BID PROTEST??

“A pessimist sees the difficulty in every opportunity.

An optimist sees the opportunity in every difficulty”

Which you choose to be may make a difference in the outcome?





- BID PROTEST - A formal complaint made against the methods employed or decisions made by a procurement authority in the process leading to the award of a Contract
- AWARD PROTEST - A written objection by an unsuccessful offeror to the entity regarding an award decision
- PROTEST - A written objection by an interested party to a solicitation or award of a contract with the intention of receiving a remedial result.

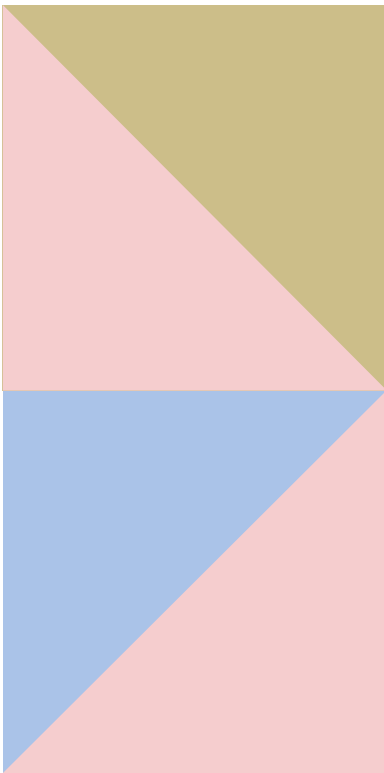
(www.nigp.org/dictionary-of-terms?search=Protest)

- “it is essential that bidders, offerors, and contractors have confidence in the procedures for soliciting and awarding contracts” and this can be ensured by “allowing an aggrieved person to protest the solicitation, award, or related decisions”

(ABA §9-101 Authority to Resolve Protested Solicitations and Awards)

(https://publicprocurementinternational.com/wp-content/uploads/2019/04/2002_Model-Procurement-Regulations.pdf)

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SAMPLE TEXAS REQUIREMENTS

ERS - Bid Protest Procedure

- 34 TAC § 67.201 Texas Administrative Code
- § 67.201 Procedures Governing Bid Protests

DIR - This Vendor Protest SOP should be read in conjunction with

- 1 Texas Administrative Code Chapter 201,
- General Administration, §201.1 (a) (1 TAC 201.1 (a)).

The DIR rule and this Vendor Protest SOP are formulated to comply with Texas Government Code, Chapter 2155, Purchasing: General Rules and Procedures (TGC 2155.076).

TDI - SUBCHAPTER J. Procedures for Vendor Protests of Procurements
§§1.1101 - 1.1107



MANY AGENCIES' REQUIREMENTS FOR BID PROTESTS ARE SIMILAR, BUT THERE ARE DIFFERENCES, TOO.

Protests must be in writing and sworn. A few agencies require the protest to be notarized as well.

[1] The protest must be delivered and addressed to a specific person at the agency, such as the contracts manager or a division director, as identified in the agency's bid protest rules or the solicitation for the contract. Nearly all agencies also require the protesting party to mail or deliver copies of the protest to interested parties, which includes all other vendors who submitted bids or proposals.

[2] A list of interested parties can be obtained from the agency upon request.

In terms of content, generally a protest must contain the following information:

1. the specific statutory or regulatory provision(s) that the action complained of is alleged to have violated;
2. a specific description of each act by the agency alleged to have violated the statutory or regulatory provision(s) identified in the protest;
3. a precise statement of the relevant facts;
4. an identification of the issues or issues to be resolved;
5. argument and authorities in support of the protest; and
6. a statement that copies of the protest have been mailed or delivered to all other identifiable interested parties.

WHAT COULD BE PROTESTED?

Vendor Perspective: Anything that may reverse an award and award to ME!

Procurement Perspective:

- A violation of law
- The bid solicitation process
- Flaws in specifications
- A decision that lacks a rational basis
- Evaluation Factors for Award to Offerors
- Flaws/ Discrepancies in Instructions, Conditions, and Notices to Offerors

WHEN CAN A PROTEST OCCUR



Prior to the solicitation



After solicitation, but prior to award

After award

ANYTIME!!

POSSIBLE PROTEST POINTS

Defects in:

- Specifications
- Technical Evaluation
- Past Performance Evaluation
- Cost Evaluation
- Price Analysis
- Unequal or defective discussions

Flawed Best Value decision

Organizational Conflict of Interest

Defects in responsibility determination

Unequal treatment

Undisclosed evaluation criteria



POSSIBLE PROTEST POINTS.....

- Failure to advertise the solicitation as required;
- Irregularities in receipt or opening of bids (acceptance of late bid or opening at different times)
- Specifications give one bidder an unfair advantage over its competitors;
- A bidder had improper communications or relationship with contracting officer which gave the appearance of impropriety;
- Winning bidder failed to satisfy minimum qualifications or was not responsible or responsive



POSSIBLE PROTEST POINTS.....

Deviation from Stated Evaluation Criteria

- Evaluation criteria were applied that were different from those stated in solicitation;
- More weight was afforded to one evaluation area than was disclosed in solicitation;



AVOIDING A PROTEST

- Published policy and procedure for vendor disputes
- Develop a clear set of documents that can be defended
- Develop RFP to remove the appearance of an arbitrary or proprietary process
- Post RFPs on Internet
- Keep communication lines open
 - Pre-Bids
 - Q & A

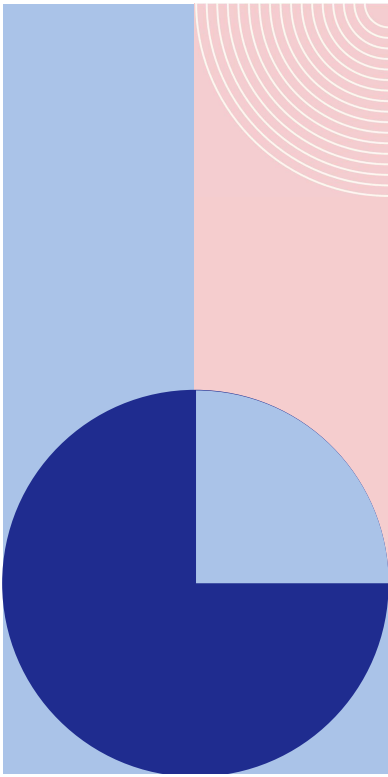
Communicate your decision with all respondents prior to final award (debriefing)??



AVOIDING A PROTEST

- Always respond to questions/protests in diplomatic manner.
- Keep conversations factual and objective
- Be consistent with evaluation criteria stated
- Understand your position and institution's will to support your decision
- Be consistent and follow your policies & procedures

MAKE SURE YOU CAN DEFEND YOUR EVALUATION
& AWARD DECISION



INITIATING A PROTEST

How?

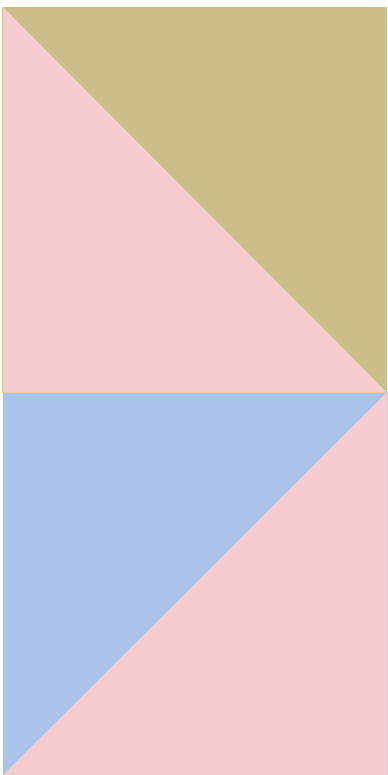
- Do you have a policy
- Pre / Post Award

Why?

- Difficult economy
- Shrinking pots of public money
- Law firms specializing in bid protests



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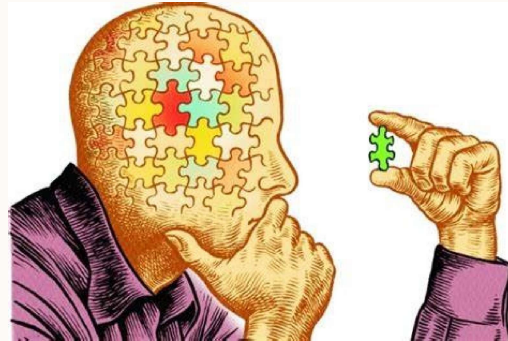


VENDOR REQUEST FOR INTEL

- Other bidders' proposals;
- Communications between other bidders and government officials;
- Communications between and amongst government officials;
- Minutes of any meetings;
- Memorandums or other documents prepared by government officials;
- Notes prepared by government officials, including evaluation committee members; and
- Scoring records regarding the proposals
- Texts
- Recordings

SO YOU HAVE A NOTICE OF A PROTEST

Now what?



WHAT NOT TO DO.....



WHAT TO DO.....



RESEARCH

- Know the requirements of the solicitation
- Review the protest in its entirety
- Identify an internal issues
 - Conflict of Interest
 - Inappropriate conversations – did all the vendor have the same information

STICK TO THE FACTS



RESPONSE: AREAS OF FOCUS

PREPARING A RESPONSE

SET EMOTIONS ASIDE

- Be Concise (not Wordy)
- Be Assertive (not Argumentative)
- Factual (not Presumptive)
- Thorough (not Haphazard)
- Direct (no “Sideways” approach)
- Cool Off
- Understand the protest
- Write it in “DRAFT MODE”

TYPE OF RESPONSE

SET EMOTIONS ASIDE

Procedural (dismissal)

- Timeliness
- Issues Not Protestable

Substantive (verified)

- Determine Remedy

Substantive (denial)

- Answer all of the issues



“ **BUSINESS OPPORTUNITIES ARE LIKE BUSES. THERE'S ALWAYS ANOTHER ONE COMING.** ”

Richard Branson

THANK YOU

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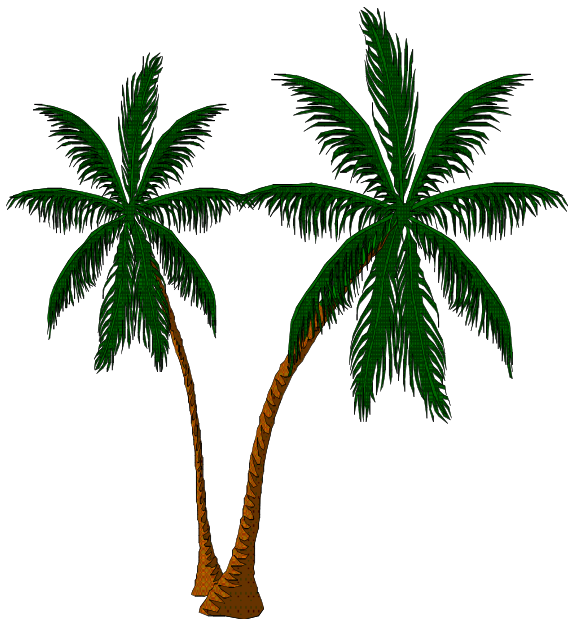
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REFERENCES

FINAL_NASPO_BidProtests_Research_Brief_042413.pdf
Mariocopa Community College
American Contractors Organization, How to Protest as Bid Award
National Association of Education Professionals, Avoiding Bid protests

SUMMER SESSION 2026

PURCHASING COOPERATIVES-HOW TO APPROVE THEM WITH A GOVERNING BOARD

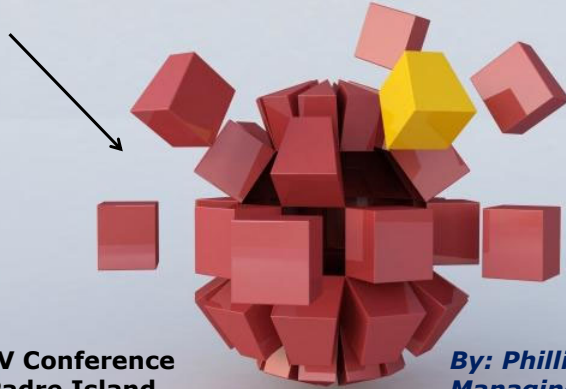


SPEAKER:

Phillip Vasquez

Purchasing Cooperatives

Grouping Together



**ISM RGV Conference
South Padre Island
June 25, 2026**

***By: Phillip Vasquez
Managing Director
Shepherd Government
Services Group***

1

Introduction

Know Your Purchasing Coop

- **Government Run Co-ops**
 - HCDE- Choice Partners, NT Share, HGAC, TIPS, others
- **Privately Managed Co-ops with Lead Agencies**
 - Equalis Group, 791 Coop, 1GPA, PCA, Omnia Partners
- **GPO-Group Purchasing Organizations**
 - View Co-op Contracts as Commodity
 - Awards for Same Commodity by
 - Different Lead Agencies
- **State Run Programs**
 - DIR, NASPO, TXMAS
- **Non-Profit Co-ops**
 - BuyBoard
 - E and I Cooperative Services

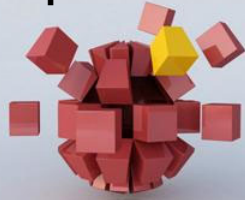


Page 2

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Who are the "Players"

- **Co-ops (and Types/Models)**
 - **Local Government Operated**
 - **Local Government –Privately Operated Hybrid**
 - **Multi-Lead Agency –Private Owned GPO**
 - **State Run Model**
 - **Aggregation Model-Joint Procurements**
 - **Piggyback Co-ops (Tarrant County & CCGPF)**
- **Local Government Agencies (Members)**
 - **Cities, Schools, Counties, Higher Education, Special Districts**

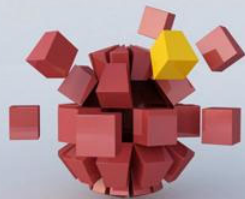


Page 3

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Who are the "Players" Continued

- **Lead Agencies**
 - **Develop Bid and Award Contract for Co-op**
 - **Considered Best Practice (But Why)**
 - **Lead Agencies Transparent**
 - **Are Private Operated Co-ops Transparent**
- **Vendors**
 - **National, Regional, and Local Vendors**
 - **Food For Thought**



Page 4

4



5



6

Cooperatives

Alphabet Soup Anyone




Page 7

7

Cooperative Changes

- HCDE-Choice Partners Has High Growth
- E & I Cooperative Services Not the Largest
- Omnia Partners includes (Largest):
 - **US Communities**
 - **National IPA**
 - **TCPN**
 - **NCPA**
 - **Private Sector Hospital GPOs**
 - **TIPS is Expanding**
 - **Co-ops w/Moderate Growth**
 - **PACE, TEX-Buy, ASC, 1GPA, NT Share, GoodBuy, and TX State Programs**

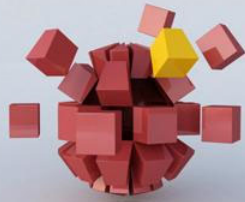


Page 8

8

Cooperative Key Players

- **NCPP-National Cooperative Procurement Partners**
 - **Promotes Best Practices in Public Purchasing**
 - **Cooperative Procurement Professional Association**
- **Center for JOC Excellence**
 - **Promotes JOC and JOC Coop Programs**
- **Various Private Consulting Companies (including COUPA & Government Sourcing Solutions)**



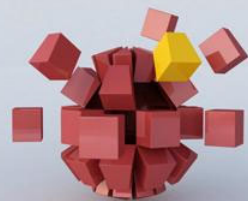
Page 9

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Are You Confused Yet

You should be

Roll the Dice?



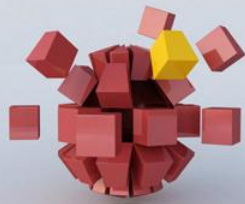
Or Determine the Right Co-op

- Cooperative Sourcing Method
- Pick the Vendor You Want
- Standardize
- Find the Cheapest Price
- Evaluate Best Value
- Evaluate the (Original) Bid Docs
- Use a Checklist
- Hire a Consultant
- Base Choice on Rebates
- Find the Right Product in Budget

Page 10

10

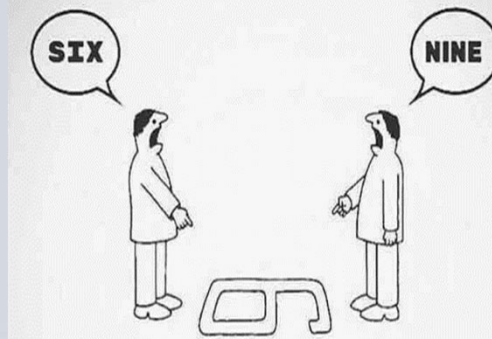
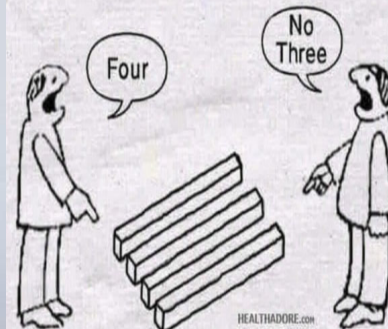
Your Local Government Perspectives Determine Your Choices



11

Which Number do You See

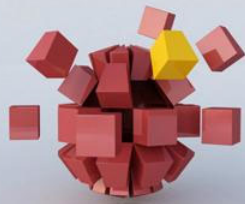
"Everything we hear is an opinion, not a fact. Everything we see is a perspective, not the truth."
- Marcus Aurelius



Each LGA has a Unique Perspective

12

Lets Look at What's Important to Your LGA in Choosing a Co-op



Page 13

13

What Does Your Policy Say

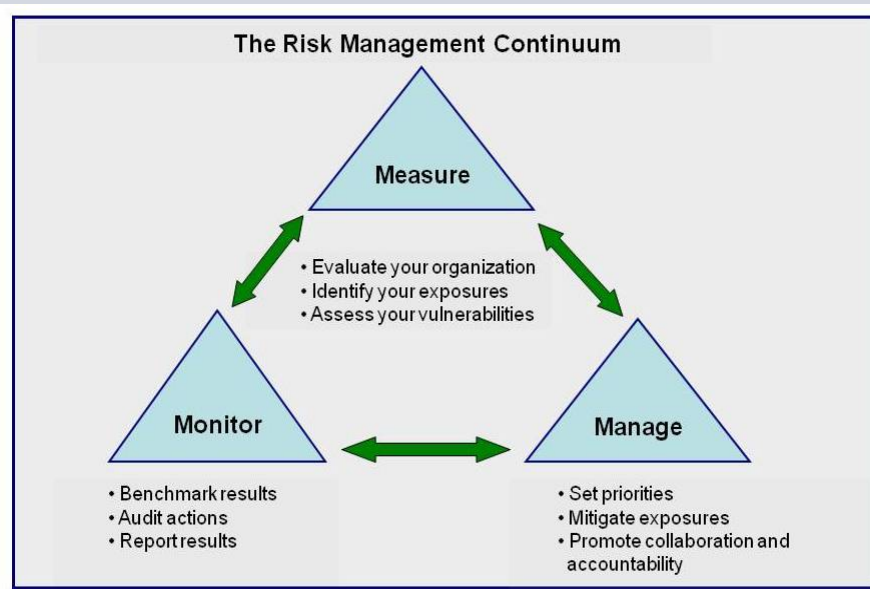


- **Governing Board Approvals**
 - **To Use A COOP**
 - **To Use Specific Contracts**
 - **For Funding Approvals**
- **Management Policy and Operational Procedure Manuals**
- **Remember to Always Comply With Your Governing Board Policy**

Page 14

14

Risk Management Policy



Page 15

15

Contract Award



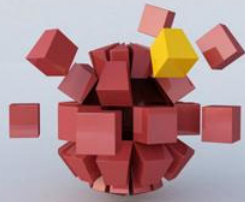
- Do the Contract T's & C's Meet Agency's Policy
- Does the Co-op Program Master Agreement Delegate **(Your)** Purchasing Authority?
- How Is Pricing Calculated?
- How is Vendor Performance Calculated?
- Does it Meet Federal Grant Guidelines?
- Evaluate Each Program and Contract Carefully.

Page 16

16

Managing Your Governing Board

- Get Board Approval to Join Coop
- If Using Coop Contract as Contract:
 - Ensure Approval Includes Funding
 - Some Agencies do This Annually at the Same Time
 - Using Cooperative For One Time Buys Over Statutory or Policy Threshold, **Get Approval**
- If Deviating from Contract Terms or Risk Management Policy, **Have Legal and Risk Management Sign Off.**



Page 17

17

Measuring Best Coop

1. Total Number of Members
2. Total Dollars **\$pent** Through the Program
3. Evaluate the Procedures (**Best Practices**)
4. What Governance Does It Have
5. Is the Co-op Like a "**Contract Broker**"
6. Is the Co-op More of **GPO**
7. Who Manages Contract Compliance
8. **Contracting Transparency**
9. Experience of RFP Team

Page 18

18

Measuring Best Coop

Continued

10. Due Diligence Documents Online
11. Contract Disputes/Problems
12. Advantages From One Co-op vrs. Another
13. Are Rebates Important
14. Info on Co-op Staff:
 - a. Listed Online
 - b. Years Government Experience
 - c. Background
 - d. Training and any Certifications



Page 19

19

Due Diligence on Co-ops

- Legally Compliant Checklist
 - Bids/RFPs Advertisement Method
 - Co-op and Contracts Agreements
- Local Governments Are Not All the Same?
 - Agencies May Have Specific Needs
 - Agencies May Need Service from the Co-op
 - Is Price the Main Consideration
- Many Things Are Important in Choosing a Co-op



Page 20

20

Know Your Co-op

- Does It Comply with Texas Laws
- Who Do You Call
 - Lead Agency
 - Cooperative
 - Vendor
- Who Manages the Contracts
 - Do They Have Your Level of Experience
 - Do They Have Your Level of Training
- How Does the Cooperative Communicate
- Have a Member Advisory Group (Governance)?
- Have a Vendor Advisory Group

Page 21

21

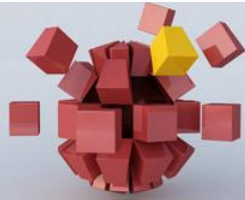
Co-ops Are Not the Same

- Purchasing Co-ops May Operate Similarly
 - They Meet Legal Advertisement
 - Awarded by Governing Board
 - Have Website with Contract Information
 - Customer Service Numbers
- What is Their “Corporate Structure”
- Are they Member Based or Vendor Based
- Are they Profit Based or Service Based
- FEMA Compliant, EDGAR Compliant
- **Roofing Companies Are Not the Same Either**
 - **However, They All Replace or Build Roofs**

Page 22

22

Right Cooperative For You Local Govt.



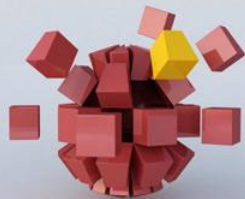
**Your Staff must be Strategic In
Selecting Cooperative Contracts**

Page 23

23

A Few Tools

**To Help Evaluate COOP Contracts for your
Local Government**



Page 24

24

Cooperative Contract Due Diligence:

Checklist When Completed

- Market Price Survey Completed Checking Prices
- Co-op Contract Prices Comparable to Market Price Survey
- How Was the Bid Pricing Evaluated, Easy to Understand
- Rebate Amount
- Due Diligence Has Copy of Insurance Requirements
- Years Vendor Held the Co-op contract
- Has the Coop ever suspended/sent a "Cure Letter to vendor
- Is There More Than 18 Months Left (not counting renewals)
- Vendor Finances Verified/Checked/Evaluated
- How is the Escalation Pricing Structured-Easy To Check

ETC.....

Page 25

25

Co-op Questionnaire

Questions (YES or NO)	A	B
Contract was Legally Advertised		
Due Diligence Documents can be downloaded		
Contract evaluated by Government Employees		
Contract Awarded Legally Posted Public Meeting Body		
Contract T's & C's Comply With Local Requirements		
Contract Allows for Local Venue/Jurisdiction/Governing Law		
Scope of Work or Specs Detailed Enough		
The day to day Contract is Managed by Coop		
Coop Has Procedure for Helping Members		

26

Co-ops Still Have Big Benefits

Purchasing Cooperatives:

- **Have NO User Fees**
- **Create Savings for Agencies**
- **Expedite Procurements for Agencies**
- **Allow Agencies to Work Smarter**
- **Experienced Contract Managers**
- **Award Quality Products**
- **Legally Compliant**
 - **Easy to Join**
 - **Provide Educational Opportunities**
 - **Contract Info Typically Online**
 - **Many Other Benefits**



Page 27

27

THE END

June 25, 2026

Contact Phillip Vasquez at:

Work: 972-626-2803

Mobile: 214-668-9234

Email: Phillip947@gmail.com

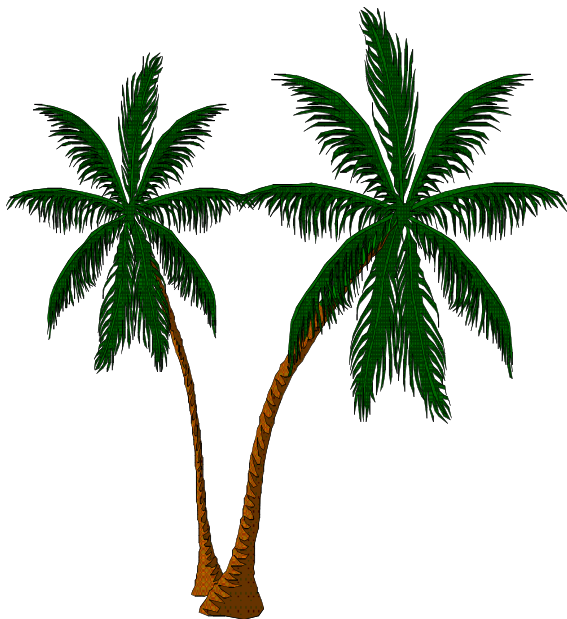


Page 28

28

SUMMER SESSION 2026

**STAY UP WITH THE NEW FEDERAL
REGULATIONS**



SPEAKER:

Jesus Amezcua



Texas Comptroller
CONTRACTS & PROCUREMENT



Texas Comptroller
TRADITIONAL FINANCES



Texas Comptroller
DEBT OBLIGATIONS

2026 Update FEDERAL laws affecting PURCHASING SYSTEMS, MANUAL & AND CONTROLS



Texas Comptroller
OPEN GOVERNMENT & COMPLIANCE



Texas Comptroller
PUBLIC PENSIONS

ISM RGV Purchasing Seminar
2025

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

Types of federal Funds



As of information.....

Information provided to you is as of
6/15/2026

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



Agenda

- 1. Overview and Introduction
- 2. 2 CFR changes
- 3. CH Legal and CH Local
- 4. Top 20 Best Practices
- 5. Procurement Activities
- 6. Handouts and detail
- 7. Summary



2021&
2025
ASBO
Pinnacle
Award
Winner

Your Presenter



- Dr. Jesus Amezcua has 38+ years of experience working with governmental entities with a concentration in education and local governments.
- He is with TRB Capital Markets and provide consulting services to local governments.
- He retired from 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 32 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 22 years.

5



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

Session Agenda

Let's tee off



Links to Use

Choice Partners Cooperative

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

Ecf 200 <https://www.ecfr.gov/current/title-2/subtitle-A/chapter-II/part-200?toc=1>

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/>

7

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)

First Step – Identify the NOGA and requirements



FUNDER: [Redacted]

FEDERAL FUNDS [Redacted] **ALN #** [Redacted]

NON-FEDERAL FUNDS Yes

Description		Number
FUND:		[Redacted]
Fiscal Year		2022-2023
Grant Revenue Amount		[Redacted]
Expenditure		[Redacted]
6100	Payroll	[Redacted]
6200	Misc Contracted Services	[Redacted]
6300	General Supplies	[Redacted]
6400	Misc Operating Expenses	[Redacted]
Unrestricted Admin. Fee		-
Total Expenditure		\$ -

Name of Grant Manager: [Redacted]


Attach a copy of the NOGA, any restrictions on its use, and budget breakdown.

9

Sample TEA NOGA

NOGA ID/ Reimbursement ID		Name of Grant Program		FAR Fund Code	FAR Rev Code	Fed Awd # CFDA #	Federal Aid Agency	TEA USE Only	Begin Date	End Date	Increase (Decrease)	Amount
246600011018066600		IDEA-B Formula		224	5929	H027A230008 84.027A	USDE		8/30/2023	9/30/2024	\$27,944.00	\$338,636.00
								66002401	8/30/2023	9/30/2024	\$23,964.00	\$334,656.00
								66002301	10/1/2023	9/30/2024	\$3,980.00	\$3,980.00
246610011018066610		IDEA-B Preschool		225	5929	H173A230004 84.173A	USDE		8/30/2023	9/30/2024	\$710.00	\$3,086.00
								66102401	8/30/2023	9/30/2024	\$74.00	\$2,450.00
								66102301	10/1/2023	9/30/2024	\$636.00	\$636.00

Application and any amendment thereto identified above, Received Date/Document Control Number/Application ID **003257034753**, as revised or negotiated by the Texas Education Agency (TEA) hereby incorporated by reference and, therefore, made a part of this grant award. Also incorporated by reference into this grant award are the Provisions and Assurances contained in the incorporated application, the Request for Application (if applicable), the instructions to completing the Standard Application System (SAS), any guidelines which accompany the applications, including program and fiscal guidelines, and any and all attachments or appendices submitted by the applicant or included by TEA. This grant is made contingent upon the availability of funds from the funding entity to the Texas Education Agency for distribution to the subgrantee named above. If funding is not received, TEA assumes no liability for costs incurred by the grant recipient.

Offer Accepted by Grantee	Approval ID of the Commissioner of Education or Designee Texas Education Agency
The digital signature of the applicant's authorized officer contained on the applicant's application referred to above, is hereby incorporated by reference and made a part of this grant/award contract	 Date 5/23/2024

10

Texas Education Agency
Supplement to Notice of Grant Award (NOGA)



1	Subrecipient Name RAUL YZAGUIRRE SCHOOLS FOR SUCCESS 2950 BROADWAY HOUSTON, TX 77017	2	Subrecipient Unique Entity Identifier ● UEI (SAM): FD8AL3NGD3H9 ● CDN: 101806
3	Subrecipient Information		
	Grant name:	IDEA-B Formula	
	Subaward period of performance start and end date:	See NOGA certificate	
	Amount of federal funds obligated by this action:	See NOGA certificate	
	Total amount of federal funds awarded:	See NOGA certificate	
	Indirect cost rate:	4.131% ●	
	De minimis indirect cost rate:	Not applicable	
	Research and development grant:	Not applicable	
4	Subrecipient Terms and Conditions		
	● (1) New EDGAR including 2 C.F.R. Part 200 applies		
	(2) Grant program requirements		
	(a) Incorporated by reference in General and Fiscal Guidelines		
	(b) Incorporated by reference in Program Guidelines		
	(c) Incorporated by reference in General Provisions and Assurances		
	(d) Incorporated by reference in Program-Specific Provisions and Assurances (if applicable)		
	(3) Additional requirements		
	Incorporated by reference in the To The Administrator Addressed correspondence sent to grantee as applicable		
	(4) Access to subrecipient records		
	● Per 2 CFR §200.331, the subrecipient must permit TEA as the pass-through entity and auditors to have access to the subrecipient's records and financial statements as necessary for TEA to meet the requirements of this section.		
	(5) Closeout of subaward		
	(a) Incorporated by reference in General and Fiscal Guidelines		
	(a) Incorporated by reference in NOGA transmittal letter		
5	Name of Pass-Through Entity Texas Education Agency	6	Contact Information for TEA Awarding Official See NOGA certificate
7	Federal Award Information		
	Federal awarding agency:	USDE ●	
	Federal award identification number:	See NOGA certificate	
	CFDA number:	See NOGA certificate	
	CFDA name:	Special Education Grants to States	
	Federal award date:	October 1, 2023	
	Total amount of federal award:	\$1,208,117,902 ●	
8	Federal Award Project Description Incorporated by reference in program guidelines		

11

Texas Education Agency

Schedule #2—Required Attachments and Provisions and Assurances

County-district number or vendor ID: 101-000 | Amendment # (for amendments only):

Part 1: Required Attachments

The following table lists the fiscal-related and program-related documents that are required to be submitted with the application (attached to the back of each copy, as an appendix).

#	Applicant Type	Name of Required Fiscal-Related Attachment
	Nonprofit organizations, excluding ISDs and open-enrollment charter schools	Proof of nonprofit status (see General and Fiscal Guidelines, Required Fiscal-Related Attachments, for details)
#	Name of Required Program-Related Attachment	Description of Required Program-Related Attachment
No program-related attachments are required for this grant.		

Part 2: Acceptance and Compliance

By marking an X in each of the boxes below, the authorized official who signs Schedule #1—General Information certifies his or her acceptance of and compliance with all of the following guidelines, provisions, and assurances.

Note that provisions and assurances specific to this program are listed separately, in Part 3 of this schedule, and require a separate certification.

X	Acceptance and Compliance
<input checked="" type="checkbox"/>	I certify my acceptance of and compliance with the General and Fiscal Guidelines.
<input checked="" type="checkbox"/>	I certify my acceptance of and compliance with the program guidelines for this grant.
<input checked="" type="checkbox"/>	I certify my acceptance of and compliance with all General Provisions and Assurances requirements.
<input checked="" type="checkbox"/>	I certify that I am not debarred or suspended. I also certify my acceptance of and compliance with all Debarment and Suspension Certification requirements.
<input checked="" type="checkbox"/>	I certify that this organization does not spend federal appropriated funds for lobbying activities and certify my acceptance of and compliance with all Lobbying Certification requirements.
<input checked="" type="checkbox"/>	I certify my acceptance of and compliance with No Child Left Behind Act of 2001 Provisions and Assurances requirements.

Sample Supplement to NOGA

12

Second Step – Get familiar with CFR 200



You have reached SAM.gov, an official website of the U.S. government. There is no cost to use this site.

The unique entity identifier used in SAM.gov has changed.

On **April 4, 2022**, the unique entity identifier used across the federal government changed from the DUNS Number to the Unique Entity ID (generated by SAM.gov).

- The Unique Entity ID is a 12-character alphanumeric ID assigned to an entity by SAM.gov.
- As part of this transition, the DUNS Number has been removed from SAM.gov.
- Entity registration, searching, and data entry in SAM.gov now require use of the new Unique Entity ID.
- Existing registered entities can find their Unique Entity ID by following the steps [here](#).
- New entities can get their Unique Entity ID at SAM.gov and, if required, complete an entity registration.

? I manage an entity. What do I need to do?

For more information about this transition, visit [SAM.gov](#) or the Federal Service Desk, [FSD.gov](#). You can search for help at [FSD](#) any time or request help from an FSD agent Monday–Friday 8 a.m. to 8 p.m. ET.

Do not show this message again

OK

13

The Title 2
Subtitle A,
Chapter II CFR
Part 200
Requirements



ECFR CONTENT

▼ Title 2	Grants and Agreements	Part / Section
▼ Subtitle A	Office of Management and Budget Guidance for Grants and Agreements	1 – 299
▼ Chapter II	Office of Management and Budget Guidance	200 – 299
▼ Part 200	Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards	200.0 – 200.521
Subpart A	Acronyms and Definitions	200.0 – 200.1
Subpart B	General Provisions	200.100 – 200.113
Subpart C	Pre-Federal Award Requirements and Contents of Federal Awards	200.200 – 200.216
Subpart D	Post Federal Award Requirements	200.300 – 200.346
Subpart E	Cost Principles	200.400 – 200.476
Subpart F	Audit Requirements	200.500 – 200.521
Appendix I to Part 200		
Full Text of Notice of Funding Opportunity		
Appendix II to Part 200		
Contract Provisions for Non-Federal Entity Contracts Under Federal Awards		

14

Additional Appendices

Appendix III to Part 200

Indirect (F&A) Costs Identification and Assignment, and Rate Determination for Institutions of Higher Education (IHEs)

Appendix IV to Part 200

Indirect (F&A) Costs Identification and Assignment, and Rate Determination for Nonprofit Organizations

Appendix V to Part 200

State/Local Governmentwide Central Service Cost Allocation Plans

Appendix VI to Part 200

Public Assistance Cost Allocation Plans

Appendix VII to Part 200

States and Local Government and Indian Tribe Indirect Cost Proposals

Appendix VIII to Part 200

Nonprofit Organizations Exempted From Subpart E of Part 200

Appendix IX to Part 200

Hospital Cost Principles

Appendix X to Part 200

Data Collection Form (Form SF-SAC)

Appendix XI to Part 200

Compliance Supplement

Appendix XII to Part 200

Award Term and Condition for Recipient Integrity and Performance Matters

15



9 yrs later- still sleeps
when I talk about
2 CFR 200 to her.

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

INFORMAL

- Micro Purchase \$10,000—\$15-50,000
- Simplified acquisition Threshold <\$350,000

FORMAL

- Sealed bids >\$350,000 construction
- Competitive Proposals >\$350,000
- SOLE SOURCE

Methods of Procurement

Award recipients and subrecipients may use the following procurement methods:

- Informal procurement methods:
 - Micro-purchases (see [2 C.F.R. § 200.320\(a\)\(1\)](#));
 - Simplified acquisitions (see [2 C.F.R. § 200.320\(a\)\(2\)](#));
- Formal procurement methods:
 - Sealed bids (see [2 C.F.R. § 200.320\(b\)\(1\)](#));
 - Proposals (see [2 C.F.R. § 200.320\(b\)\(2\)](#)); and
- Non-Competitive procurement (see [2 C.F.R. § 200.320\(c\)](#)).

17



Displaying title 2, up to date as of 5/22/2024. Title 2 was last amended 5/01/2024. [view historical versions](#)

Enter a search term or CFR reference (eg. fishing or 1 CFR 1.1)

ECFR CONTENT

Details	▼ Title 2 Grants and Agreements	Part / Section
Print	▼ Subtitle A Office of Management and Budget Guidance for Grants and Agreements	1 – 299
Search	Part 1 About Title 2 of the Code of Federal Regulations and Subtitle A	1.100 – 1.305
Subscribe	Chapter I Office of Management and Budget Governmentwide Guidance for Grants and Agreements	2 – 199
	Chapter II Office of Management and Budget Guidance	200 – 299
	▶ Subtitle B Federal Agency Regulations for Grants and Agreements	300 – 6099

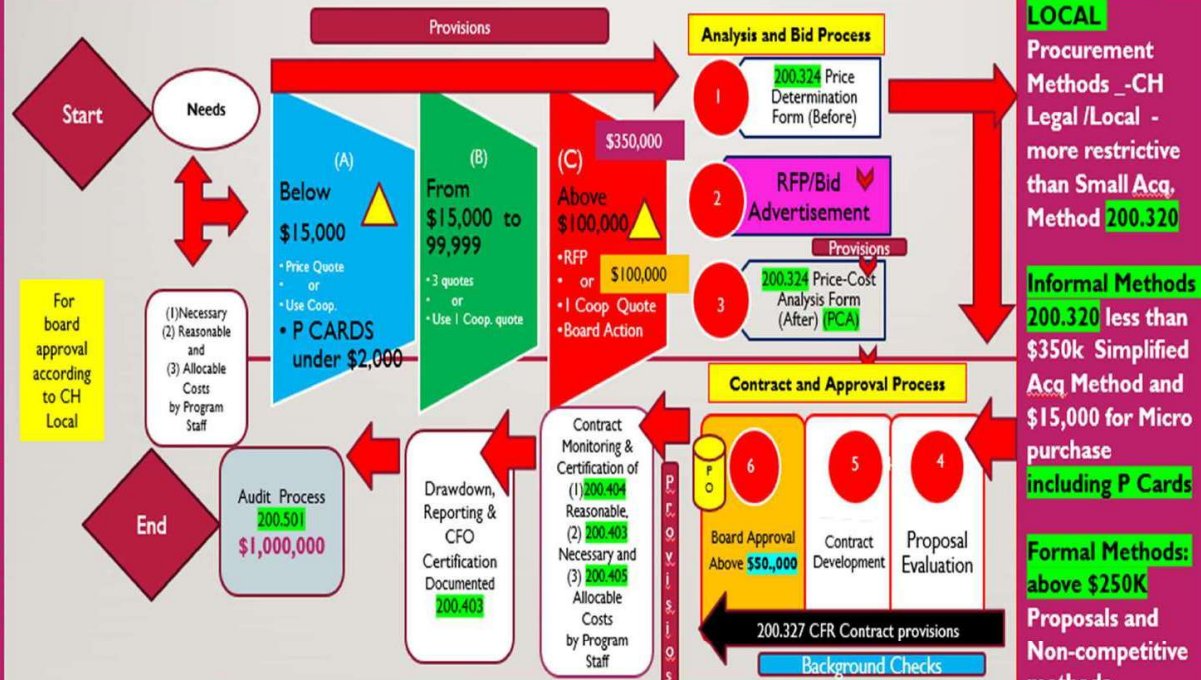
The next slide is the most important slide of the presentation

- 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.

18

200.318 EDGAR WORKFLOW (Contracting , Analysis , Compliance, Reporting and Audit

Tele comm certain prohibitions ; Supplies, & Equip.

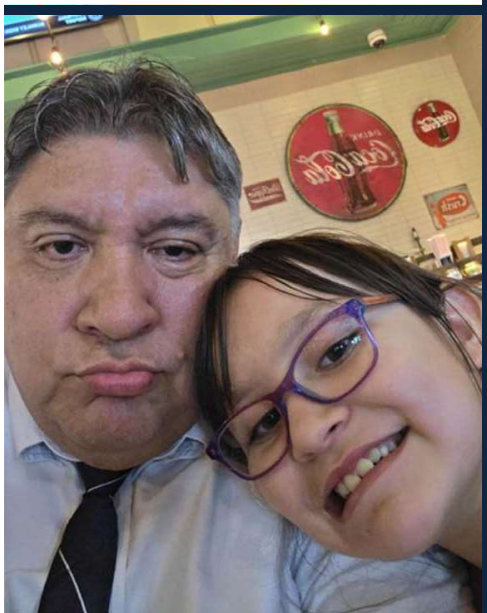


Certification regarding certain Foreign owned companies in connection with critical infrastructure: \$1,000,000 required information, certain employment assistance prohibited.

Whitblower Provisions; Compliance with Never contract with the enemy; Contracting with Small MWV Businesses 6 step approach; COSO Internal Controls

Prepared by Dr. Jesus Amezcua, CPA, RTSBA, CPFIM

SUMMARY OF KEY TIPS FOR SUCCESSFUL USE OF FEDERAL FUNDS



1. Procure, Procure, Procure (RFP, Bid, etc.)
2. Perform Due Diligence – write good specs and DO NOT Get Consultant to help and Award later to them. HARRIS COUNTY!
3. Get SAM UPDATE annually!
4. Promote competition – Chambers and HUBs
5. Use a Purchasing Cooperative -Interlocal agreement
6. Prepare an independent cost estimate
7. Prepare a Cost Analysis
8. Use \$15,000 to \$50,000 depending on your risk
9. Read and write good contracts with CFR 200 provisions
10. Do not name a brand – similar products
11. Check for board/Council action
12. Have grant program staff review purchases
13. Avoid sole source
14. Adhere to your local policies- I would procure under CFR 200 in case you go over \$350,000
15. Surprises – avoid them
16. Investigate and conduct due diligence on vendors – www.SAM.gov
17. No matter what... check for compliance
18. Guard against splitting purchase orders
19. Do the Before and the After Form for items over \$350,000 -
20. Document, Document and Document

General and Fiscal Guidelines

1

General and Fiscal Guidelines

If the Obligation is For —	The Obligation Is Made —
Acquisition of real or personal property	On the date the subgrantee makes a binding written commitment to acquire the property
Personal services by an employee of the subgrantee	When the services are performed
Personal services by a contractor who is not an employee of the subgrantee	On the date on which the subgrantee makes a binding written commitment to obtain the services
Performance of work other than personal services	On the date on which the subgrantee makes a binding written commitment to obtain the work
Public utility services	When the subgrantee receives the services
Travel	When the travel is taken
Rental of real or personal property	When the subgrantee uses the property
A pre-agreement cost that was properly approved by the Secretary under the cost principles in 2 CFR Part 200, Subpart E	On the first day of the grant or subgrant performance period

General and Fiscal Guidelines

2

Equipment and Supplies

Equipment is tangible personal property (including information technology systems) having a useful **life of more than one year** and a per-unit acquisition cost that equals or exceeds the lesser of the capitalization level established by the grantee for financial statement purposes, or \$10,000⁴. Tangible personal property not meeting the definition of equipment and below the lower capitalization level is considered a supply. Applicable term definitions and rules for budgeting equipment and other capital assets are provided in the [Budgeting Costs Guidance Handbook](#) in the Capital Outlay (Capital Expenditures) (6600) section.

Equipment

The following provides additional guidance for equipment purchased with grant funds. For guidance on supplies, see the [Supplies](#) section.

Specific Approval

As capital assets and expenditures, equipment costs require specific, prior approval in the grant application.

General and Fiscal Guidelines

3

Applicable Credits

Any transactions that offset or reduce expenses to the federal grant must be credited to the federal grant either as a cost reduction or cash refund, as appropriate. This includes purchase discounts, rebates or allowances, recoveries or indemnities on losses, insurance refunds or rebates, and adjustments of overpayment or erroneous charges. (2 CFR 200.406) Applicable credits are not considered program income.

If the applicable credit is received during the grant period, it must be credited to the current federal grant. When the applicable credit is received after the grant period, it must be processed as follows:

- If there is a like continuation grant in progress (e.g., Title I, Part A, or another continuing formula grant), the credit must be credited to the current year federal grant.
- If it is for a grant that has ended with no continuation grant currently in progress, the credit must be returned to TEA as a refund to be returned to the federal government.

23

General and Fiscal Guidelines

4

The contract administration system must be in compliance with requirements stated in 2 CFR 200.318-327, including the following general rules:

- Maintain a copy of the signed contract, agreement, or purchase order for services to be performed and the rationale or procedure for selecting a particular contractor.
- For contracts or agreements in excess of \$10,000, describe conditions under which the contract may be terminated for cause or for convenience and include the basis for settlement.
- Maintain evidence that awards were made only to contractors or consultants possessing the ability to perform successfully under the terms and conditions of the proposed contract or procurement.
- Select consultants based on demonstrated competence, qualifications, experience, and reasonableness of costs. Consideration must be given to contractor integrity, compliance with public policy, past performance, and financial and technical resources.
- Contract only with persons not employed by the grantee's organization.
- Do not participate in selection or award of a contract if a conflict of interest is involved.
- Maintain records on services performed—date of service, purpose of service—ensuring that services are consistent and satisfactory as described in the signed contract or purchase order.
- Make payment only after the service is performed and not before, according to state and federal law. Advance payment to contractors is prohibited.
- If the contract is to develop materials, concepts, or products, ensure that the agreement or contract contains provisions that protect and retain ownership of such materials, concepts, or products by TEA, the State of Texas, and the federal government, as applicable (including copyright, patent, trademark).

Note: Specifying an individual vendor in a grant application does not meet the applicable requirements for sole-source providers. TEA's approval of such grant applications does not constitute approval of a sole-source provider.

24

General and Fiscal Guidelines

For Independent School Districts and ESCs

Regarding procurement regulations in 2 CFR 200 and the [FASRG](#), the school district or ESC must follow the **most restrictive rule or regulation** (2 CFR 200.403[c]). For micro-purchases **below \$15,000**, the federal regulations apply. Note: The school district or ESC may self-certify a higher threshold up to \$99,999.99 with submission to TEA and TEA approval above \$50,000.

For purchases that cost between **\$15,001 and \$99,999.99**, the federal rules require price or rate quotations from an adequate number of qualified sources for these purchases. So, in this case, the federal rules are more restrictive than the state rules, up to the \$100,000 threshold.

At \$100,000 and above, the state rules become more restrictive than the federal and must be followed. However, at **\$350,001 and above**, the federal rule for the cost or price analysis is more restrictive and must also be followed in conjunction with the state rules.

Purchases, including purchasing cooperatives, must demonstrate compliance with the most restrictive procurement requirements, as indicated with bold text in the table below.

Amount	State Requirements	EDGAR Requirements
\$1-\$15,000 Aggregate	TEC 44.031 — no formal requirements; suggests policy	2 CFR 200.320(a)(1) Micro-purchase – reasonable cost, and, as practicable, equally distributed among vendors
\$15,001-\$99,999 Aggregate	TEC 44.031 — no formal requirements; suggests policy	2 CFR 200.320(a)(2) Simplified acquisition – price quotes from an adequate number of vendors
\$100,000-\$350,000 Aggregate	TEC 44.031 — requirements (choose best option for school system): <ol style="list-style-type: none"> Competitive bidding Competitive sealed proposals Request for proposals (RFP) Interlocal contract Request for qualifications (RFQ) Reverse auction Formation of political subdivision corporation 	2 CFR 200.320(a)(2) Simplified acquisition – price quotes from an adequate number of vendors
\$350,001+	TEC 44.031 — requirements (choose best option for school system): <ol style="list-style-type: none"> Competitive bidding Competitive sealed proposals RFP Interlocal contract RFQ Reverse auction Formation of political subdivision corporation 	2 CFR 200.320(b)(1) Sealed bids and proposals; (b)(2) Invitation for bid (IFB), RFP, or RFQ only 2 CFR 200.324 Subrecipient is required to conduct cost or price analysis on all procurements.

General and Fiscal Guidelines

General and Fiscal Guidelines

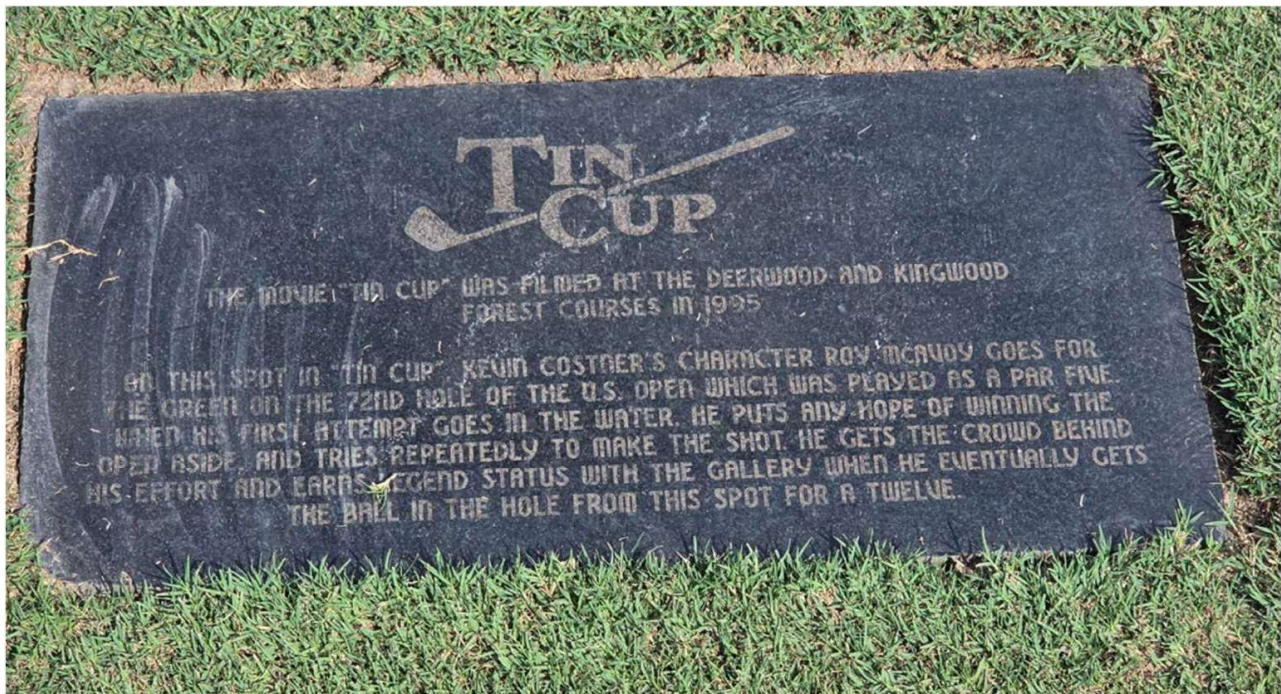
Amount	State Requirements	EDGAR Requirements
Non-Competitive /Sole Source	TEC 44.031 — Sole source allowed if existence of a patent, copyright, secret process, or monopoly.	2 CFR 200.320(c) Noncompetitive Proposal: <ol style="list-style-type: none"> 1. Micro-purchase 2. Available from a single source 3. Public exigency or emergency 4. Prior approval by authorized agency (TEA) 5. No competition – only one bid/proposal received after attempting competition

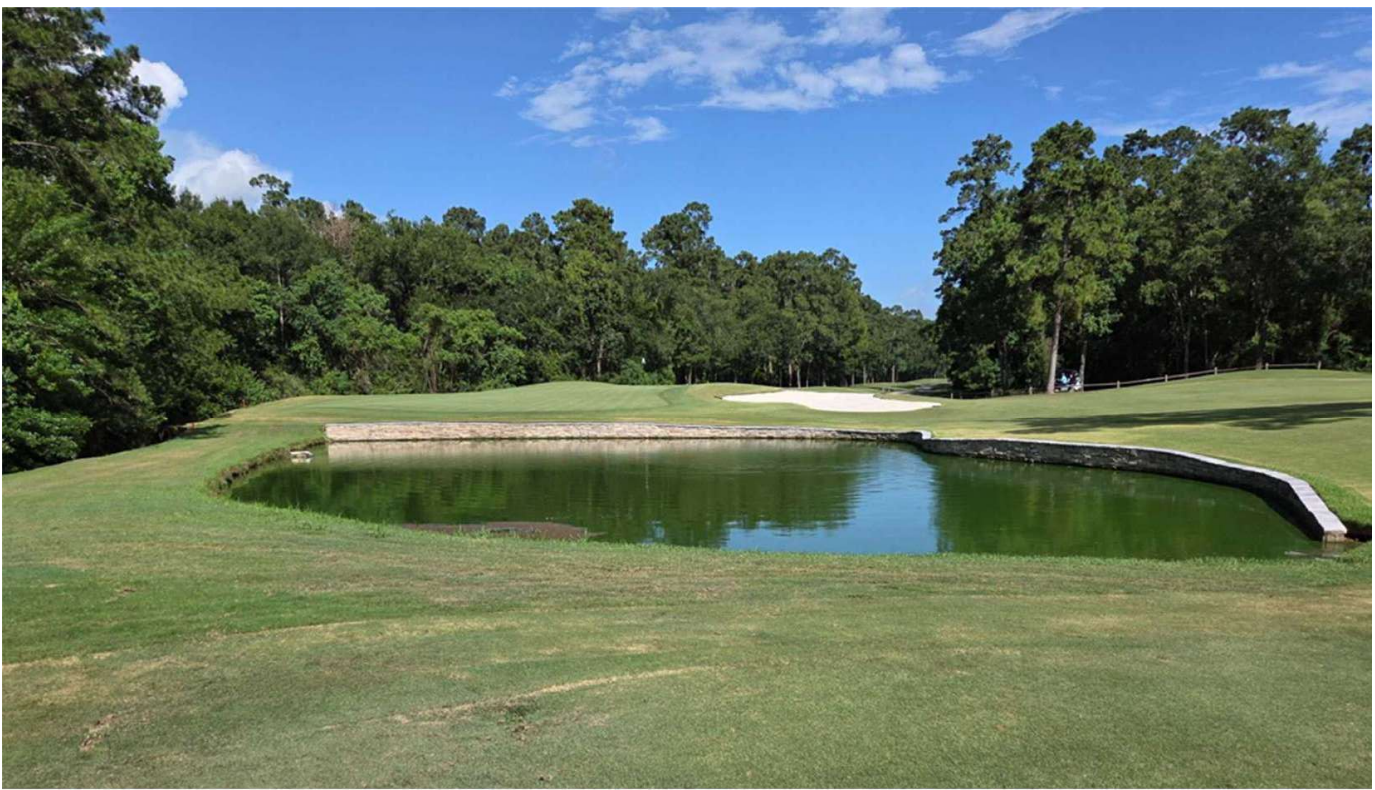
For Charter Schools

[FASRG](#) requirements are not applicable to charter schools unless the commissioner approved otherwise in the individual contract for charter. Generally, TEC Section 12.1053 provisions do not significantly limit the contracting and purchasing activities of open-enrollment charter schools. The federal EDGAR requirements will therefore be more restrictive where FASRG does not apply and must, in such instances, be followed for all procurements under federal awards.

_7

Major Regulations to be aware in dealing with UGG - EDGAR





The Tin Cup Location In Deerwood – Kingwood Houston

29

Major Regulations to be aware in dealing with UGG - EDGAR

§ 200.211 Information contained in a Federal award.

The Federal award must include the following information:

(a) **Federal award performance goals.** Where applicable, performance goals, indicators, targets, and baseline data must be included in the Federal award. The Federal agency must also specify in the terms and conditions of the Federal award how performance will be assessed, including the timing and scope of expected performance. See §§ 200.202 and 200.301 for more information on Federal award performance goals.

(b) **General Federal award information.** The Federal agency must include the following information in each Federal award:

- (1) Recipient Name (which must match the name associated with its unique entity identifier as defined at [2 CFR 25.400](#));
- (2) **Recipient's Unique Entity Identifier;**
- (3) Unique Federal Award Identification Number (FAIN);
- (4) Federal Award Date (see Federal award date in [§ 200.1](#));
- (5) **Period of Performance Start and End Date;**
- (6) **Budget Period Start and End Date;**
- (7) Amount of Federal Funds Obligated by this Action;
- (8) Total Amount of Federal Funds Obligated;
- (9) Total Approved Cost Sharing, where applicable;
- (10) Total Amount of the Federal Award including approved Cost Sharing;
- (11) **Budget Approved by the Federal Agency;**
- (12) Federal Award Description (to comply with statutory requirements (for example, FFATA));
- (13) Name of the Federal agency (including contact information for the awarding official);
- (14) **Assistance Listings Number and Title;**
- (15) Identification of whether the Award is R&D; and
- (16) Indirect Cost Rate for the Federal award (including if the de minimis rate is charged per [§ 200.414](#)).

200.214 Suspension and debarment.

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Recipients and subrecipients are subject to the nonprocurement debarment and suspension regulations implementing Executive Orders 12549 and 12689, as well as [2 CFR part 180](#). The regulations in [2 CFR part 180](#) restrict making Federal awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from receiving or participating in Federal awards.

31

200.215 Never contract with the enemy.

Federal agencies, recipients, and subrecipients are subject to the guidance implementing Never Contract with the Enemy in [2 CFR part 183](#). The guidance in [2 CFR part 183](#) affects covered contracts, grants, and cooperative agreements that are expected to exceed \$50,000 during the period of performance, are performed outside the United States and its territories, and are in support of a contingency operation in which members of the Armed Forces are actively engaged in hostilities.

32

§ 200.217 Whistleblower protections.

- An employee of a recipient or subrecipient must not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing to a person or body described in [paragraph \(a\)\(2\) of 41 U.S.C. 4712](#) information that the employee reasonably believes is evidence of gross mismanagement of a Federal contract or grant, a gross waste of Federal funds, an abuse of authority relating to a Federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a Federal contract (including the competition for or negotiation of a contract) or grant. The recipient and subrecipient must inform their employees in writing of employee whistleblower rights and protections under [41 U.S.C. 4712](#). See statutory requirements for whistleblower protections at [10 U.S.C. 4701](#), [41 U.S.C. 4712](#), [41 U.S.C. 4304](#), and [10 U.S.C. 4310](#).

33



King of the Hill – Internal Controls

§ 200.303 Internal controls.

The recipient and subrecipient must:

- (a) Establish, document, and maintain **effective internal control over the Federal award** that provides reasonable assurance that the recipient or subrecipient is managing the Federal award in compliance with Federal statutes, regulations, and the terms and conditions of the Federal award. These internal controls should align with the guidance in “Standards for Internal Control in the Federal Government” issued by the Comptroller General of the United States or the “Internal Control-Integrated Framework” issued by the **Committee of Sponsoring Organizations of the Treadway Commission (COSO)**.
- (b) Comply with the U.S. Constitution, Federal statutes, regulations, and the terms and conditions of the Federal award.
- (c) **Evaluate and monitor** the recipient's or subrecipient's compliance with statutes, regulations, and the terms and conditions of Federal awards.
- (d) **Take prompt action when instances of noncompliance are identified.**
- (e) Take reasonable cybersecurity and other measures to safeguard information including protected personally identifiable information (PII) and other types of information. This also includes information the Federal agency or pass-through entity designates as sensitive or other information the recipient or subrecipient considers sensitive and is consistent with applicable Federal, State, local, and tribal laws regarding privacy and responsibility over confidentiality.

35

§ 200.310 Insurance coverage.

The recipient or subrecipient must, at a minimum, provide the **equivalent insurance coverage for real property and equipment** acquired or improved with Federal funds as provided to property and equipment owned by the recipient or subrecipient. Insurance is not required for Federally owned property unless required by the terms and conditions of the Federal award.

36

§ 200.314 Supplies.

(a) Title to supplies acquired under the Federal award will vest upon acquisition in the recipient or subrecipient. When there is a residual inventory of unused supplies exceeding \$10,000 in aggregate value at the end of the period of performance, and the supplies are not needed for any other Federal award, the recipient or subrecipient may retain or sell the unused supplies.

Unused supplies means supplies that are in new condition, not having been used or opened before. The aggregate value of unused supplies consists of all supply types, not just like-item supplies. The Federal agency or pass-through entity is entitled to compensation in an amount calculated by multiplying the percentage of the Federal agency's or pass-through entity's contribution towards the cost of the original purchase(s) by the current market value or proceeds from the sale. If the supplies are sold, the Federal agency or pass-through entity may permit the recipient or subrecipient to retain, from the Federal share, \$1,000 of the proceeds to cover expenses associated with the selling and handling of the supplies.

(b) Unless expressly authorized by Federal statute, the recipient or subrecipient must not use supplies acquired with the Federal award to provide services for a fee that is less than a private company would charge for similar services. This restriction is effective as long as the Federal Government retains an interest in the supplies or as authorized by Federal statute.

37

§ 200.318 General procurement standards.

(a) **Documented procurement procedures.** The recipient or subrecipient must maintain and use documented procedures for procurement transactions under a Federal award or subaward, including for acquisition of property or services. These documented procurement procedures must be consistent with State, local, and tribal laws and regulations and the standards identified in §§ 200.317 through 200.327.

(b) **Oversight of contractors.** Recipients and subrecipients must maintain oversight to ensure that contractors perform in accordance with the terms, conditions, and specifications of their contracts or purchase orders. See also § 200.501(h).

(c) **Conflicts of interest.**

(1) The recipient or subrecipient 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, agent, or board member with a real or apparent conflict of interest may participate in the selection, award, or administration of a contract supported by the Federal award. A conflict of interest includes when the employee, officer, agent, or board member, any member of their immediate family, their partner, or an organization that 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 an entity considered for a contract. An employee, officer, agent, and board member of the recipient or subrecipient may neither solicit nor accept gratuities, favors, or anything of monetary value from contractors. However, the recipient or subrecipient may set standards for situations where the financial interest is not substantial or a gift is an unsolicited item of nominal value. The recipient's or subrecipient's standards of conduct must also provide for disciplinary actions to be applied for violations by its employees, officers, agents, or board members.

(2) If the recipient or subrecipient has a parent, affiliate, or subsidiary organization that is not a State, local government, or Indian Tribe, the recipient or subrecipient must also maintain written standards of conduct covering organizational conflicts of interest. Organizational conflicts of interest mean that because of relationships with a parent company, affiliate, or subsidiary organization, the recipient or subrecipient is unable or appears to be unable to be impartial in conducting a procurement action involving a related organization.

38

§ 200.318 General procurement standards.

(d) **Avoidance of unnecessary or duplicative items.** The recipient's or subrecipient's procedures must avoid the acquisition of unnecessary or duplicative items. Consideration should be given to consolidating or breaking out procurements to obtain a more economical purchase. When appropriate, an analysis should be made between leasing and purchasing property or equipment to determine the most economical approach.

(e) **Procurement arrangements using strategic sourcing.** When appropriate for the procurement or use of common or shared goods and services, recipients and subrecipients are encouraged to enter into State and **local intergovernmental agreements or inter-entity agreements for procurement transactions**. These or similar procurement arrangements using strategic sourcing may foster greater economy and efficiency. Documented procurement actions of this type (using strategic sourcing, shared services, and other similar procurement arrangements) will meet the competition requirements of this part.

(f) **Use of excess and surplus Federal property.** The recipient or subrecipient is encouraged to use **excess and surplus** Federal property instead of purchasing new equipment and property when it is feasible and reduces project costs.

(g) **Use of value engineering clauses.** When practical, the recipient or subrecipient is encouraged to use **value engineering clauses** in contracts for construction projects of sufficient size to offer reasonable opportunities for cost reductions. Value engineering means analyzing each contract item or task to ensure its essential function is provided at the overall lowest cost.

39

§ 200.318 General procurement standards.

- (h) **Responsible contractors.** The recipient or subrecipient must award contracts **only to responsible contractors** that possess the ability to perform successfully under the terms and conditions of a proposed contract. The recipient or subrecipient must consider contractor integrity, public policy compliance, proper classification of employees (see the Fair Labor Standards Act, [29 U.S.C. 201](#), chapter 8), past performance record, and financial and technical resources when conducting a procurement transaction. See also [§ 200.214](#).
- (i) **Procurement records.** The recipient or subrecipient must maintain **records sufficient to detail the history of each procurement transaction**. These records must include the rationale for the procurement method, contract type selection, contractor selection or rejection, and the basis for the contract price.

40

§ 200.319 Competition.

- (a) All procurement transactions under the Federal award must be conducted in a manner that provides **full and open competition** and is consistent with the standards of this section and [§ 200.320](#).
- (b) To ensure objective contractor performance and **eliminate unfair competitive advantage**, contractors that develop or draft specifications, requirements, statements of work, or invitations for bids must be excluded from competing on those procurements.
- (c) Examples of situations that may restrict competition include, but are not limited to:
- (1) Placing **unreasonable requirements** on firms 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.

41

§ 200.320 Procurement methods.

There are three types of procurement methods described in this section: informal procurement methods (for micro-purchases and simplified acquisitions); formal procurement methods (through sealed bids or proposals); and noncompetitive procurement methods. For any of these methods, the recipient or subrecipient must maintain and use documented procurement procedures, consistent with the standards of this section and [§§ 200.317, 200.318, and 200.319](#).

(a) **Informal procurement methods for small purchases.** These procurement methods expedite the completion of transactions, minimize administrative burdens, and reduce costs. Informal procurement methods may be used when the value of the procurement transaction under the Federal award does not exceed the simplified acquisition threshold as defined in [§ 200.1](#). Recipients and subrecipients may also establish a lower threshold. Informal procurement methods include:

(1) Micro-purchases —

(i) **Distribution.** The aggregate amount of the procurement transaction does not exceed the micro-purchase threshold defined in [§ 200.1](#). To the extent practicable, the recipient or subrecipient should distribute micro-purchases equitably among qualified suppliers.

(ii) **Micro-purchase awards.** Micro-purchases may be awarded without soliciting competitive price or rate quotations if the recipient or subrecipient considers the price reasonable based on research, experience, purchase history, or other information; and maintains documents to support its conclusion. Purchase cards may be used as a method of payment for micro-purchases.

(iii) **Micro-purchase thresholds.** The recipient or subrecipient is responsible for determining and documenting an appropriate micro-purchase threshold based on internal controls, an evaluation of risk, and its documented procurement procedures. The micro-purchase threshold used by the recipient or subrecipient must be authorized or not prohibited under State, local, or tribal laws or regulations. The recipient or subrecipient may establish a threshold higher than the Federal threshold established in the Federal Acquisition Regulations (FAR) in accordance with [paragraphs \(a\)\(1\)\(iv\) and \(v\)](#) of this section.

42

§ 200.320 Procurement methods.

(iv) **Recipient or subrecipient increase to the micro-purchase threshold up to \$50,000.** The recipient or subrecipient may establish a threshold higher than the micro-purchase threshold identified in the FAR in accordance with the requirements of this section. The recipient or subrecipient may self-certify a threshold up to \$50,000 on an annual basis and must maintain documentation to be made available to the Federal agency or pass-through entity and auditors in accordance with [§ 200.334](#). The self-certification must include a justification, clear identification of the threshold, and supporting documentation of any of the following:

- (A) A qualification as a low-risk auditee, in accordance with the criteria in [§ 200.520](#) for the most recent audit;
- (B) An annual internal institutional risk assessment to identify, mitigate, and manage financial risks; or,
- (C) For public institutions, a higher threshold is consistent with State law.

(v) **Recipient or subrecipient increase to the micro-purchase threshold over \$50,000.** Micro-purchase thresholds higher than \$50,000 must be approved by the cognizant agency for indirect costs. The recipient or subrecipient must submit a request that includes the requirements in [paragraph \(a\)\(1\)\(iv\)](#) of this section. The increased threshold is valid until any factor that was relied on in the establishment and rationale of the threshold changes.

43

§ 200.320 Procurement methods.

(2) **Simplified acquisitions** —

(i) **Simplified acquisition procedures.** The aggregate dollar amount of the procurement transaction is higher than the micro-purchase threshold but does not exceed the simplified acquisition threshold. If simplified acquisition procedures are used, price or rate quotations must be obtained from an adequate number of qualified sources. Unless specified by the Federal agency, the recipient or subrecipient may exercise judgment in determining what number is adequate.

(ii) **Simplified acquisition thresholds.** The recipient or subrecipient is responsible for determining an appropriate simplified acquisition threshold based on internal controls, an evaluation of risk, and its documented procurement procedures, which may be lower than, but must not exceed, the threshold established in the FAR.

44

§ 200.320 Procurement methods.

(b) **Formal procurement methods.** Formal procurement methods are required when the value of the procurement transaction under a Federal award exceeds the simplified acquisition threshold of the recipient or subrecipient. Formal procurement methods are competitive and require public notice. The following formal methods of procurement are used for procurement transactions above the simplified acquisition threshold determined by the recipient or subrecipient in accordance with [paragraph \(a\)\(2\)\(ii\)](#) of this section:

(1) **Sealed bids.** This is a procurement method in which bids are publicly solicited through an invitation and a firm fixed-price contract (lump sum or unit price) is awarded to the responsible bidder whose bid conforms with all the material terms and conditions of the invitation and is the lowest in price. The sealed bids procurement method is preferred for procuring construction services.

(i) For sealed bidding to be feasible, the following conditions should be present:

(A) A complete, adequate, and realistic specification or purchase description is available;

(B) Two or more responsible bidders have been identified as willing and able to compete effectively for the business; and

(C) The procurement lends itself to a firm-fixed-price contract, and the selection of the successful bidder can be made principally based on price.

45

§ 200.320 Procurement methods.

(ii) If sealed bids are used, the following requirements apply:

(A) Bids must be solicited from an adequate number of qualified sources, providing them with sufficient response time prior to the date set for opening the bids. Unless specified by the Federal agency, the recipient or subrecipient may exercise judgment in determining what number is adequate. For local governments, the invitation for bids must be publicly advertised.

(B) The invitation for bids must define the items or services with specific information, including any required specifications, for the bidder to properly respond;

(C) All bids will be opened at the time and place prescribed in the invitation for bids. For local governments, the bids must be opened publicly.

(D) A firm-fixed-price contract is awarded in writing to the lowest responsive bid and responsible bidder. When specified in the invitation for bids, factors such as discounts, transportation cost, and life-cycle costs must be considered in determining which bid is the lowest. Payment discounts must only be used to determine the low bid when the recipient or subrecipient determines they are a valid factor based on prior experience.

(E) The recipient or subrecipient must document and **provide a justification for all bids it rejects.**

46

§ 200.320 Procurement methods.

(2) **Proposals.** This is a procurement method used when conditions are not appropriate for using sealed bids. This procurement method may result in either a fixed-price or cost-reimbursement contract. They are awarded in accordance with the following requirements:

(i) Requests for proposals require public notice, and all evaluation factors and their relative importance must be identified. Proposals must be solicited from multiple qualified entities. To the maximum extent practicable, any proposals submitted in response to the public notice must be considered.

(ii) The recipient or subrecipient must have written procedures for conducting technical evaluations and making selections.

(iii) Contracts must be awarded to the responsible offeror whose proposal is most advantageous to the recipient or subrecipient considering price and other factors; and

(iv) The recipient or subrecipient may use competitive proposal procedures for qualifications-based procurement of architectural/engineering (A/E) professional services whereby the offeror's qualifications are evaluated, and the most qualified offeror is selected, subject to negotiation of fair and reasonable compensation. The method, where the price is not used as a selection factor, can only be used to procure architectural/engineering (A/E) professional services. The method may not be used to purchase other services provided by A/E firms that are a potential source to perform the proposed effort.

47

§ 200.320 Procurement methods.

(c) **Noncompetitive procurement.** There are specific circumstances in which the recipient or subrecipient may use a noncompetitive procurement method. The noncompetitive procurement method may only be used if one of the following circumstances applies:

(1) The aggregate amount of the procurement transaction does not exceed the micro-purchase threshold (see [paragraph \(a\)\(1\)](#) of this section);

(2) The procurement transaction can only be fulfilled by a single source;

(3) The public exigency or emergency for the requirement will not permit a delay resulting from providing public notice of a competitive solicitation;

(4) The recipient or subrecipient requests in writing to use a noncompetitive procurement method, and the Federal agency or pass-through entity provides written approval; or

(5) After soliciting several sources, competition is determined inadequate.

48

§ 200.321 Contracting with small businesses, minority businesses, women's business enterprises, veteran-owned businesses, and labor surplus area firms.

(a) When possible, the recipient or subrecipient should ensure that small businesses, minority businesses, women's business enterprises, veteran-owned businesses, and labor surplus area firms (See U.S. Department of Labor's list) are considered as set forth below.

(b) Such consideration means:

(1) These business types are included on solicitation lists;

(2) These business types are solicited whenever they are deemed eligible as potential sources;

(3) Dividing procurement transactions into separate procurements to permit maximum participation by these business types;

(4) Establishing delivery schedules (for example, the percentage of an order to be delivered by a given date of each month) that encourage participation by these business types;

(5) Utilizing organizations such as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and

(6) Requiring a contractor under a Federal award to apply this section to subcontracts.

49

§ 200.322 Domestic preferences for procurements.

(a) The recipient or subrecipient should, to the greatest extent practicable and consistent with law, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards, contracts, and purchase orders under Federal awards.

(b) For purposes of this section:

(1) "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

(2) "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

(c) Federal agencies providing Federal financial assistance for infrastructure projects must implement the Buy America preferences set forth in [2 CFR part 184](#).

50

§ 200.326 Bonding requirements.

- The Federal agency or pass-through entity may accept the recipient's or subrecipient's bonding policy and requirements for construction or facility improvement contracts or subcontracts exceeding the simplified acquisition threshold. Before doing so, the Federal agency or pass-through entity must determine that the Federal interest is adequately protected. If such a determination has not been made, the minimum requirements must be as follows:
- (a) A bid guarantee from each bidder equivalent to **five percent of the bid price**. The bid guarantee must consist of a firm commitment such as a bid bond, certified check, or other negotiable instrument accompanying a bid as assurance that the bidder will, upon acceptance of the bid, execute any required contractual documents within the specified timeframe.
- (b) A **performance bond** on the contractor's part for 100 percent of the contract price. A performance bond is a bond executed in connection with a contract to secure the fulfillment of all the contractor's requirements under a contract.
- (c) A **payment bond** on the contractor's part for 100 percent of the contract price. A payment bond is a bond executed in connection with a contract to assure payment as required by the law of all persons supplying labor and material in the execution of the work provided for under a contract.

51



Next Are the handout list that you will need for implementing cfr 200

52

Update to Procedures and Forms

- 1) Update to CH Local, CH Local -see draft
- 2) Update to Internal procedures – Conflict of Interest Form Questionnaires for staff
- 3) 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
- 16) Certification of Purch Cooperatives



53



August 2, 2017

To Any Interested Party

Re: HCDE/Choice Partners' compliance with applicable laws

To whom it may concern:

Harris County Department of Education ("HCDE"), a county school district and local governmental entity, operates a cooperative purchasing program, Choice Partners. I am writing to certify that HCDE and its Choice Partners ("CP") division makes every effort to comply with all applicable laws, including the Education Department General Administrative Regulations ("EDGAR") and all regulations applicable to procurements conducted on behalf of school nutrition programs, including the Buy American Act.

Because at the time of procurement, HCDE/Choice Partners is unable to determine which of its procurements/contracts will be used by CP members using federal funds, HCDE/Choice Partners competitively procures each and every contract awarded by HCDE/Choice Partners under Section 44.031 of the Texas Education Code and includes required EDGAR language for every procurement action. All procurement documents include EDGAR Certification Forms for future contracts, and vendors with existing contracts have received EDGAR Certification Forms to complete and return to Choice Partners. Additionally, Choice Partners' vendors must retain all financial records, supporting documents, and statistical records for a period of three years, and vendors must certify compliance with EDGAR's record retention requirements at the time of the contract.

Similarly, Choice Partners makes every effort to ensure that its procurement documents and contracts comply with and include the provisions required by the Texas Department of Agriculture relating to school nutrition programs. The contractual terms and conditions included in HCDE/Choice Partners' procurement solicitations specifically mandate that HCDE/CP and the vendor comply with all applicable federal, state, and local laws, statutes, ordinances, standards, orders, rules, and regulations, including the Buy American Act, the Davis-Bacon Act, and other state and federal laws.

HCDE/Choice Partners maintains records detailing its procurement histories, such as records reflecting the rationale for the method of procurement, the selection of contract type, the contractor selection or rejection, and the basis for the contract price. Choice members may use these records to verify HCDE/Choice's compliance with applicable procurement rules. Some procurement obligations, however, may be difficult to comply with at the cooperative level; as such, Choice members are advised to review the procurement requirements applicable to their specific purchase and ensure that all obligations have been satisfied. For example, Choice will provide its completed Independent Estimate Determination Form and Determination of Cost or Price

James Colbert, Jr. | County School Superintendent
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54



Reasonableness Form, completed pursuant to EDGAR, to Choice members upon request, but Choice Partners recommends that when circumstances necessitate separate evaluation of lump-sum pricing, Choice members also conduct an independent evaluation of cost or price reasonableness tailored to the Choice member's specific purchases so that the Choice member can independently determine the reasonableness of the cost/price of the particular purchase.

HCDE and its Choice Partners division give the utmost care and importance to ensuring compliance with applicable laws, rules, and regulations. Should you have any questions regarding HCDE's compliance with applicable laws, please do not hesitate to contact me at jamezcous@hcde-texas.org or 713-696-1371.

Very truly yours,



Jesus J. Arnezous, Ph.D., CPA, RTSBA
ASSISTANT SUPERINTENDENT BUSINESS SERVICES
HARRIS COUNTY DEPARTMENT OF EDUCATION





For additional information or training, contact:

Jesus J. Amezcua, PhD., CPA. RTSBA , CPFIM

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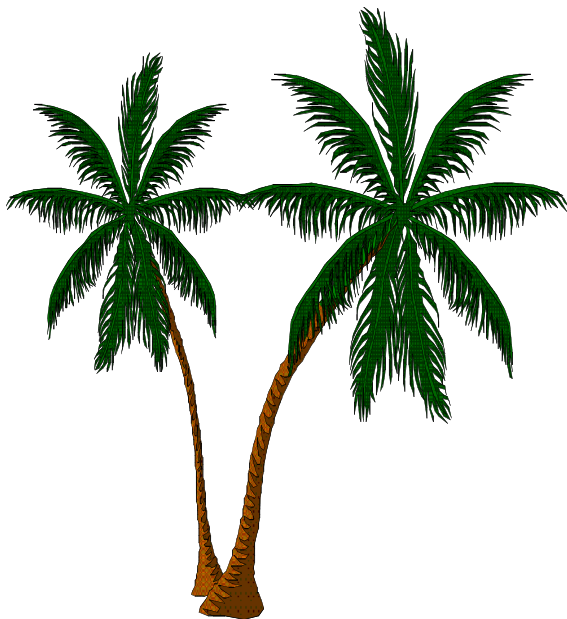
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SUMMER SESSION 2026

CHANGES ON JOB ORDER CONTRACTING (JOC)



SPEAKER:

Stephen Kendrick

Job Order Contracting (JOC)

ISM RGV Summer Session
June 25, 2026



Stephen Kendrick

Stephen Kendrick is Compliance & Construction Officer 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.

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**Harris County
Department of
Education**



Discussion Points

Why JOC?

Maintenance vs. Construction

Concepts including Trade JOC & Quoting vs. Bidding

How to legally use a Job Order Contract (JOC) Contract



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

4

Another department is responsible for that.



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.



JOC/IDIQ – Why Job Order Contracting (JOC)

Time & ~~Materials~~

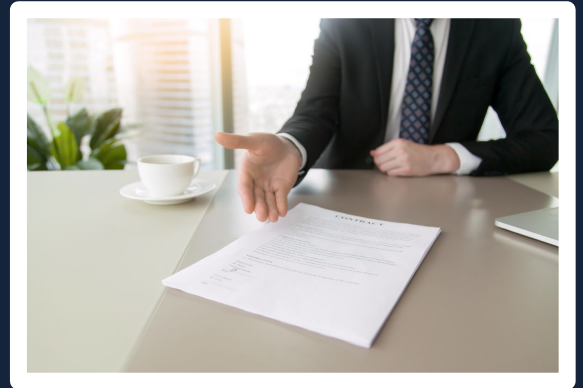
If providing construction services:

- 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)



Construction
Services



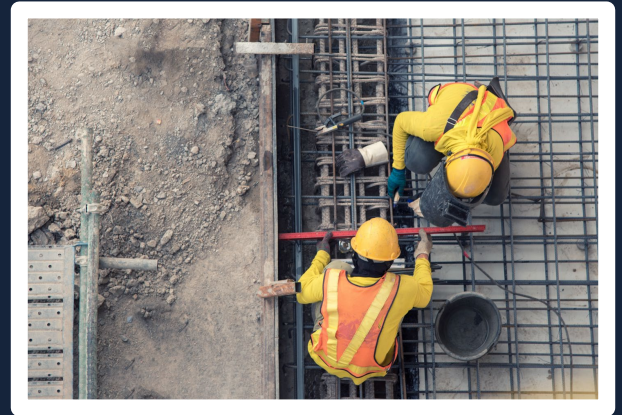
OSHA Letter to Raymond Knobb (11.18.2003)



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:

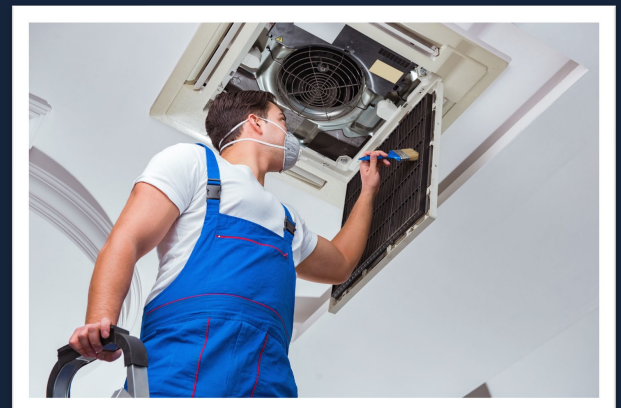


- 1 Maintenance and routine repair contracts could include significant replacements, repairs or installation of new structures, appurtenances, features, components or fixtures;



Maintenance vs. Construction

- 2 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
- 3 There is a potential for a repair to require the services of an architect or engineer, the securing of permits, or compliance with updated building or electrical codes.



JOC's procured by Purchasing Cooperatives

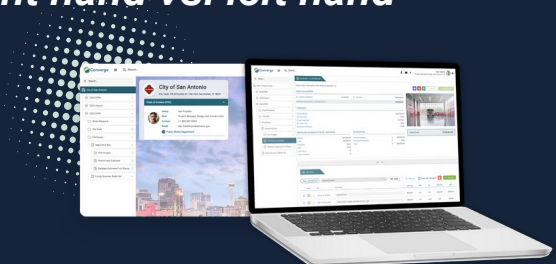
- Gov't Entity selects vendor without having to use its own competitive procurement process
- ONLY satisfies the *procurement* requirement, NOT the *contracting* requirement
- Statute requires a **written and signed** job order between the **vendor and the Gov't Entity** **TGC 2269.410(a)**
- Only construction 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



What Is A Unit Price Book

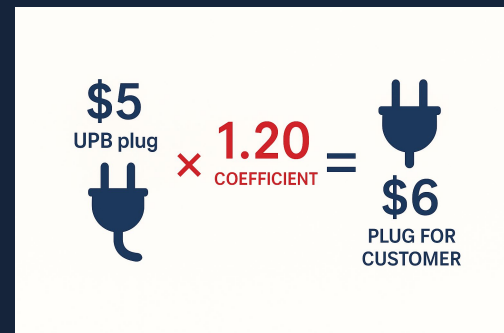
- Contains a list of construction tasks with assigned cost for each task representing labor, material, and basic equipment cost i.e. hand tools
- Must be specified in RFP/CSP
- **Examples include eConverge powered by BNI, RS Means, Xactimate, etc.**
- **May include overhead and profit (right hand vs. left hand columns)**
- **Current changes in the market**

The logo for eConverge, featuring a stylized 'e' in a circle followed by the word 'Converge' in a sans-serif font.



What Is A Coefficient/Multiplier

- Establishes a competitively bid cost adjustment or multiplier to the UPB pricing
- Represented as a baseline of 1.0
- Includes contractor's overhead and profit
- May include all overhead items



JOC/IDIQ – What's an IDIQ/JOC Estimate?

MUST contain:

- Contract Number
- Line-item assessment based on contract specified Unit Price Book (UPB) i.e. eConverge, RS Means
- Localized by applying City Cost Index (CCI)
- Legally bid coefficient

Subcontractor pricing must be estimated using the UPB for ALL scope of work.



JOC/IDIQ Estimate

REPLACE ROOF		Remove existing standing seam roof system, install new 22 gauge standing seam roof, replace gutters and downspouts, provide dumpsters for debris removal	
PROJECT SNAPSHOT		BASE COST (BEFORE ADJUSTMENTS)	
Vendor	Vendor Name	Material	\$55,977.68
Contract	Choice Partners JOC	Labor	\$53,928.26
Location	Houston, TX	Equipment	\$0.00
Costbook	TruPriceData™	Other	\$2,370.69
Date	Wednesday, April 8, 2026	BASE TOTAL	\$112,276.63
Estimate Total	\$112,000.00		
DIVISION SUMMARY		PRICING STRUCTURE	
01 - GENERAL	\$2,370.69	Priced Items 6 of 7	93.00%
07 - THERMAL AND MOISTURE	\$102,153.94	Non-Priced Items 1 of 7	7.00%
99 - FLEX	\$7,752.00	TOTAL	\$112,276.63
TOTAL	\$112,276.63		
ADJUSTMENTS			
Priced Subtotal			\$117,787.50
Non Priced Subtotal			\$7,600.00
Standard Coefficient (on Priced Subtotal) \$178,429.50 × +0.0%		0.00%	\$0.00
Metro: 2026Q1 Houston, TX -13% (on Priced Subtotal) \$178,429.50 × -13.0%		-13.00%	-\$15,312.37
Bond Costs (2.00%) \$156,663.67 × +2.0%		2.00%	\$2,201.50
Discount			(\$276.63)
FINAL TOTAL			\$112,000.00

JOC/IDIQ Estimate

Cost Items Detail							
Item	Description	CostType	UOM	Qty	UnitCost	Adjusted	
01-54-00-90-9062	Equipment, construction dumpsters, delivery and pickup included, 40 CY, by week	26TPD (P)	EA	3.000	\$890.50	\$2,671.50	
						01 - GENERAL Total	\$2,370.69
07-41-00-10-2360	Manufactured roofs, standing seam roof, 2" high seam painted, 22 gauge	26TPD (P)	SF	6,000.000	\$10.06	\$53,563.46	
07-41-00-10-2360-D001	Demo manufactured roofs, standing seam roof, 2" high seam painted, 22 gauge	26TPD (P)	SF	6,000.000	\$1.28	\$6,815.23	
07-71-23-10-3260	Gutters and downspouts, gutter and downspout, gutter, aluminum, stock, 4" wide	26TPD (P)	LF	1,200.000	\$11.58	\$12,331.31	
07-71-23-10-3260-D001	Demo gutters and downspouts, gutter and downspout, gutter, aluminum, stock, 4" wide	26TPD (P)	LF	1,200.000	\$3.37	\$3,588.65	
07-71-23-10-4131	Gutters and downspouts, gutter and downspout, downspouts, galvanized steel, round corrugated, 4" diameter	26TPD (P)	LF	2,400.000	\$10.01	\$21,318.90	
07-71-23-10-4131-D001	Demo gutters and downspouts, gutter and downspout, downspouts, galvanized steel, round corrugated, 4" diameter	26TPD (P)	LF	2,400.000	\$2.13	\$4,536.39	
						07 - THERMAL AND MOISTURE Total	\$102,153.94
99	4" Widget, brass	FLEX (N)	EA	50	\$152.00	\$7,752.00	
Notes: Quote Widget USA Quote 26-10102						99 - FLEX Total	\$7,752.00

Cost Type Legend	
Cost Type	Book Name
26TPD	2026 eConverge TruPriceData
FLEX	Flex Items

"Adjusted" line totals are the result of the Qty, Unit Cost, and any applicable Totals.
 Cost Type (P) represents Priced Items and (N) Non-Priced Items.



eConverge.com/contract

Generated with eConverge™
 Powered by BNI® Data

HVAC Example

JOC/IDIQ Estimate

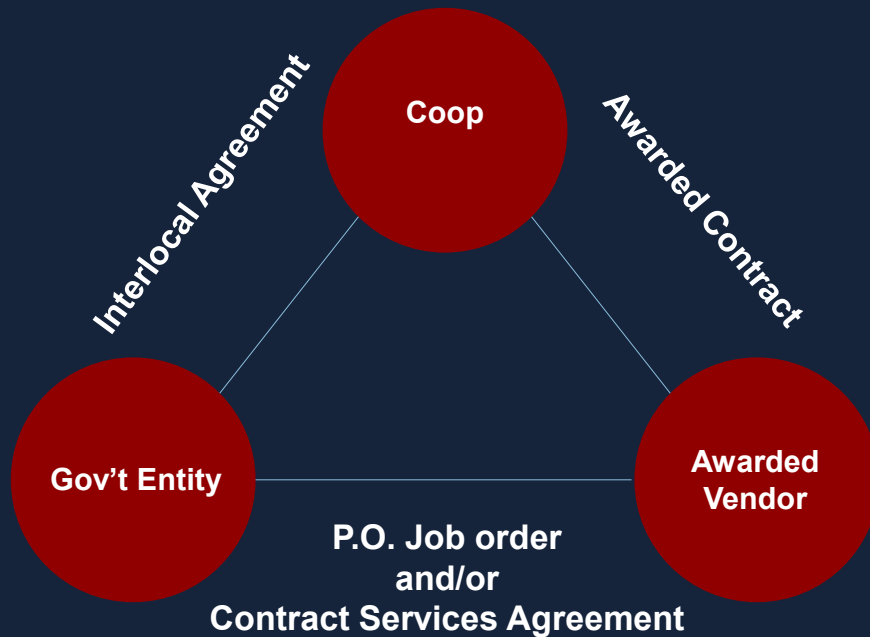
Vendor Name
 Job Description
 Choice Partners Contract #18/036MC-XX
 Data Release : Year 2019 Quarter 2

Quantity	LineNumber	Description	Unit	O&P	Ext. Total O&P	Labor Type	Data Release	CCI Location	Notes
10	230505100400	Central station air handler, up thru 15 ton, selective demolition	Ea.	\$ 579.25	\$ 5,792.50	RR	Year 2019 Quarter 2 (Use most updated available at time quote is requested)	TEXAS / HOUSTON (770-772)	insert any notes to describe where work is being done, what is being provided in this 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)	
3	237433101150	Rooftop air conditioner, single zone, electric cool, gas heat, 7.5 ton cooling, 170 MBH heating, includes, standard controls, curb and economizer	Ea.	\$ 8,213.65	\$ 24,640.95	RR	Year 2019 Quarter 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 2	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.	\$ 13,614.90	\$ 13,614.90	RR	Year 2019 Quarter 2	TEXAS / HOUSTON (770-772)	
2	237433101180	Rooftop air conditioner, single zone, electric cool, gas heat, 15 ton cooling, 270 MBH heating, includes, standard controls, curb and economizer	Ea.	\$ 16,839.60	\$ 33,679.20	RR	Year 2019 Quarter 2	TEXAS / HOUSTON (770-772)	
100	239110106050	Curbs/pads prefabricated, pad, condenser, fiberglass reinforced concrete with polystyrene foam core, 2" thick, 20" x 38"	Ea.	\$ 94.70	\$ 9,470.00	RR	Year 2019 Quarter 2	TEXAS / HOUSTON (770-772)	
1	015433602720	Rent crane truck mounted, hydraulic, 100 ton capacity, Incl. Hourly Oper. Cost.	Week	\$ 9,898.76	\$ 9,898.76	RR	Year 2019 Quarter 2	TEXAS / HOUSTON (770-772)	
		RS Means Unit Cost Total		\$ 75,519.46	\$ 135,561.41				
		Total with Coefficient (.89 x RS Means Total)			\$ 120,649.65				
		Additional Discount of XX% good for current project only			\$ 108,584.69		***Optional if you need to give additional discount to be competitive.		
		2% Bond (Any additional Pass-Through Costs)			\$ 2,171.69				
		Total Project Quote			\$ 110,756.38				

Review the JOC Quote

- CCI location
- Coefficient
- Contract specified pricing column
- Data release (most recent)
- Non-pre-priced items
- Attempts to pass-through co-op fee
- Division 1
- Adjustment Factors

Joc with A Cooperative



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

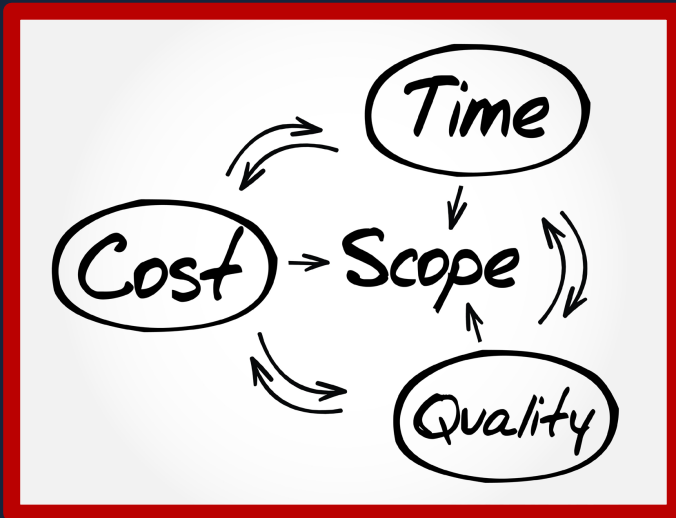


"An order for a job or project under a job order contract must be signed by the government entity's representative and the contractor."

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



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



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



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

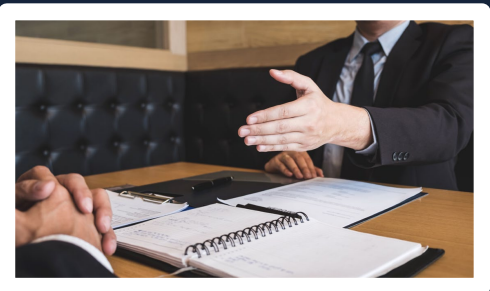
- Allows for the use of all divisions and is typically a general contractor



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.

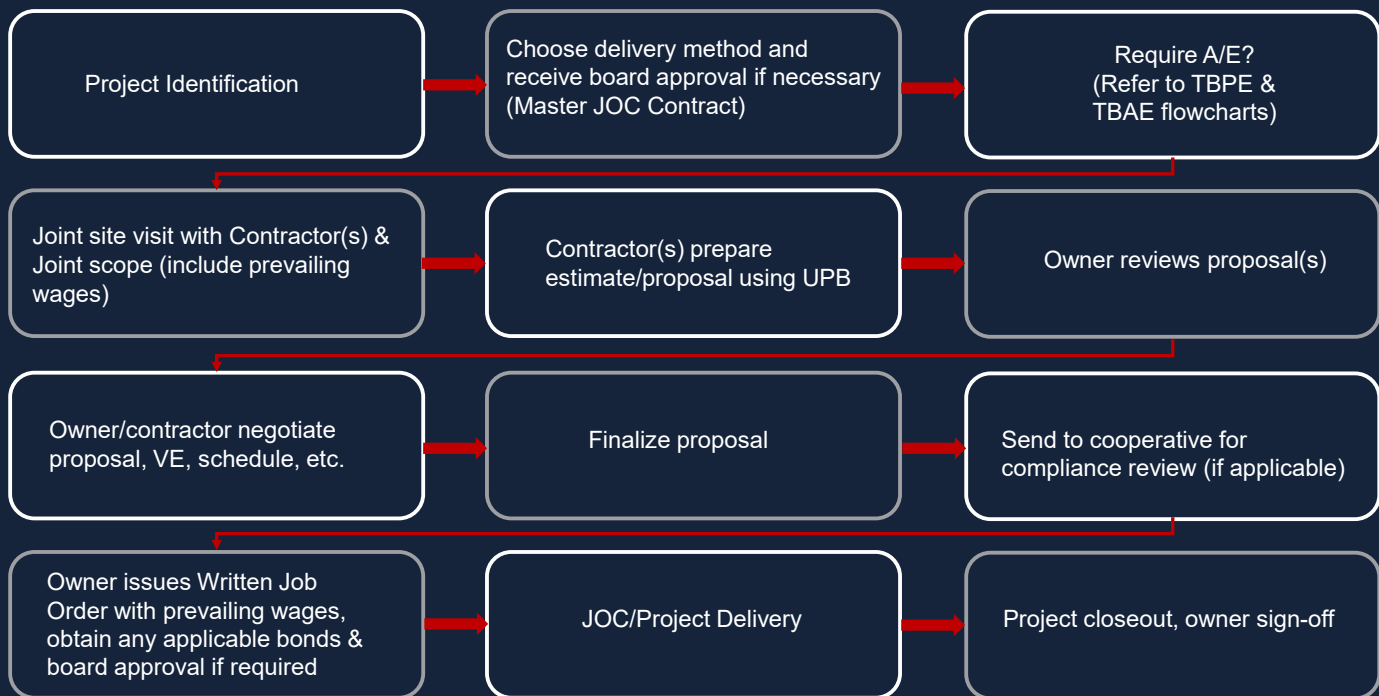


Quote

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)



The JOC Process



JOC / IDIQ – Final Thoughts

- Establish procurement method with vendor prior to them quoting job.
- Include contract number on quote and PO.
- Verify pricing by requiring vendor's line-item estimate with legally bid coefficient.
- 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!

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Stephen Kendrick

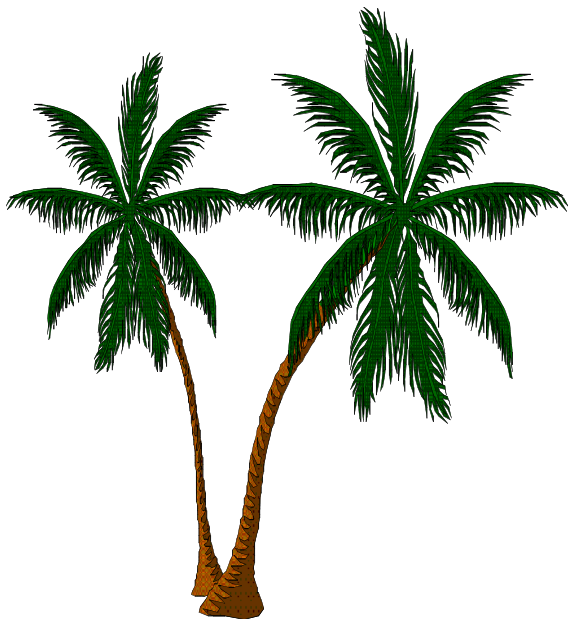
Compliance & Construction Officer
Harris County Dept. of Education
6005 Westview Drive
Houston, TX 77055
713-696-8252
skendrick@hcde-texas.org



**Harris County
Department of
Education**

SUMMER SESSION 2026

UPDATE YOUR PROCUREMENT TEMPLATES



SPEAKER:

Stephanie Ritchie Hardin

	<h1>Updating Procurement Templates Without Losing Compliance</h1> <p>A Practical Framework for Modernizing Public Procurement Documents</p> 	

1

	<h2>Disclaimer</h2>	
	<p>This presentation is intended for educational and discussion purposes only; it does not constitute legal advice. Procurement laws vary depending upon the type of entity involved. Local policies, ordinances, and delegations may impose additional requirements. Federal grants and funding sources may create unique obligations. Participants should consult their own legal counsel and governing documents before implementing changes.</p>	

2

<h2>Who is in the room?</h2> <p>Please raise your hand if you work for:</p> <ul style="list-style-type: none">• A city or municipality;• A county;• A school district;• A special district or authority;• A utility;• A housing authority;• A government-funded nonprofit;• Another public entity	

3

	<h1>WHY ARE WE TALKING ABOUT PROCUREMENT TEMPLATES</h1> <p>THE PROBLEM...</p>	

4

<p>Because templates influence almost every procurement decision we make...</p> <p>They serve as:</p> <ul style="list-style-type: none"> • Compliance tools; • Risk management mechanisms; • Vendor communication tools; • Institutional memory; • Training resources for new employees; • Decision-making guides <p>Unfortunately, they also tend to accumulate language over time...</p>	

5

	<p>WHY IS THIS HERE?</p> <p>THE QUESTION THAT LAUNCHED THIS PRESENTATION...</p>	

6

<p>Why is this here?</p> <ul style="list-style-type: none">• Is it legally required?• Added after an audit?• Recommended by a prior attorney?• Copied from another solicitation?• Copied from another similarly situated entity?• Or simply never removed?	

7

<p>Sources of Template Language</p> <ul style="list-style-type: none">• Statutory requirements• Administrative decisions• Local policy decisions• Audit findings• Grant requirements• Attorney recommendations• Prior disputes or protests• Historical practices	

8

	WHAT IS A PROCUREMENT TEMPLATE?	

9

External Documents <ul style="list-style-type: none">• Requests for Proposals• Invitations for Bid• Requests for Qualifications• Contract Templates• Amendment templates	

10

<p>Internal Documents</p> <ul style="list-style-type: none">• Sole source justification forms• Emergency purchase forms• Cooperative purchasing documentation• Evaluation forms• Approval workflows	

11

	<p>FIVE STEPS FOR ANY TEMPLATE</p>	

12

<p>Step 1: Inventory</p> <ul style="list-style-type: none">• Pull every template into one place• Identify:<ul style="list-style-type: none">• <i>Which templates currently exist?</i>• <i>Which version is official?</i>• <i>Who owns the document?</i>• <i>When was it last reviewed?</i>• <i>Are duplicate versions circulating? One official version; retire the rest</i>	

13

<p>Step 2: Categorize and Find the Gaps</p> <ul style="list-style-type: none">• Review each document and identify:<ul style="list-style-type: none">• <i>Statutory requirements</i>• <i>Policy requirements</i>• <i>Operational requirements</i>• <i>Historical requirements</i>• <i>Not all provisions should be evaluated the same way</i>	

14

<p>Step 2: Categorize and Find the Gaps Statutory Requirements</p> <ul style="list-style-type: none"> • Imposed by law • Competitive procurement requirements • Required notices • Required certifications and disclosures • Conflict of interest requirements • Public records requirements 	

15

<p>Step 2: Categorize and Find the Gaps Statutory Requirements</p> <ul style="list-style-type: none"> • Ask: <ul style="list-style-type: none"> • <i>What law requires this?</i> • <i>Is the citation still current?</i> • <i>Has the law changed since this language was added?</i> • Statutory language generally cannot be removed, but it may need to be updated 	

16

<p>Step 2: Categorize and Find the Gaps Policy Requirements</p> <ul style="list-style-type: none"> • Imposed by the organization • Board policies • Internal procedures • Approval thresholds • Delegations of authority • Internal approval requirements 	

17

<p>Step 2: Categorize and Find the Gaps Policy Requirements</p> <ul style="list-style-type: none"> • Ask: <ul style="list-style-type: none"> • <i>Is this required by policy? If so, which policy?</i> • <i>Is the policy still in effect?</i> • <i>Does the template reflect current practice?</i> • A template can comply with state law and still conflict with local policy. 	

18

<p>Step 2: Categorize and Find the Gaps Operational Requirements</p> <ul style="list-style-type: none"> • Requirements that help people perform the work • Evaluation forms • Approval workflows • Checklists • Vendor submission instructions • Internal review procedures 	

19

<p>Step 2: Categorize and Find the Gaps Operational Requirements</p> <ul style="list-style-type: none"> • Ask: <ul style="list-style-type: none"> • <i>Does this improve consistency?</i> • <i>Does this improve decision-making?</i> • <i>Does staff use it?</i> • Operational requirements should make procurement easier, not more difficult. 	

20

<p>Step 2: Categorize and Find the Gaps Historical Requirements</p> <ul style="list-style-type: none"> • Requirements that survive because they have always been there • Added after an audit • Added after a protest or dispute • Copied from another entity • Copied from a cooperative template • No documented reason 	

21

<p>Step 2: Categorize and Find the Gaps Historical Requirements</p> <ul style="list-style-type: none"> • Ask: <ul style="list-style-type: none"> • <i>Why was this added?</i> • <i>Does the original purpose still exist?</i> • <i>Would we intentionally add it today?</i> • Historical language is not automatically bad, but it should not be immune from review. 	

22

<p>Step 3: Evaluate</p> <ul style="list-style-type: none"> • For each provision ask: <ul style="list-style-type: none"> • <i>Why is it here?</i> • <i>What purpose does it serve?</i> • <i>Does that purpose still exist?</i> • <i>Would we intentionally add it today?</i> 	

23

<p>Step 4: Decide to Keep, Revise, or Remove?</p> <ul style="list-style-type: none"> • Keep: <ul style="list-style-type: none"> • <i>Required by law</i> • <i>Required by policy</i> • <i>Continues to serve a useful purpose</i> • Revise: <ul style="list-style-type: none"> • <i>Outdated references</i> • <i>Changed procedures</i> • <i>Ambiguous language</i> 	

24

<p>Step 4: Decide to Keep, Revise, or Remove?</p> <ul style="list-style-type: none">• Keep:<ul style="list-style-type: none">• <i>Required by law</i>• <i>Required by policy</i>• <i>Continues to serve a useful purpose</i>• Revise:<ul style="list-style-type: none">• <i>Outdated references</i>• <i>Changed procedures</i>• <i>Ambiguous language</i>	

25

<p>Step 4: Decide to Keep, Revise, or Remove?</p> <ul style="list-style-type: none">• Remove:<ul style="list-style-type: none">• <i>Duplicative requirements</i>• <i>Obsolete provisions</i>• <i>Requirements with no continuing purpose</i>	

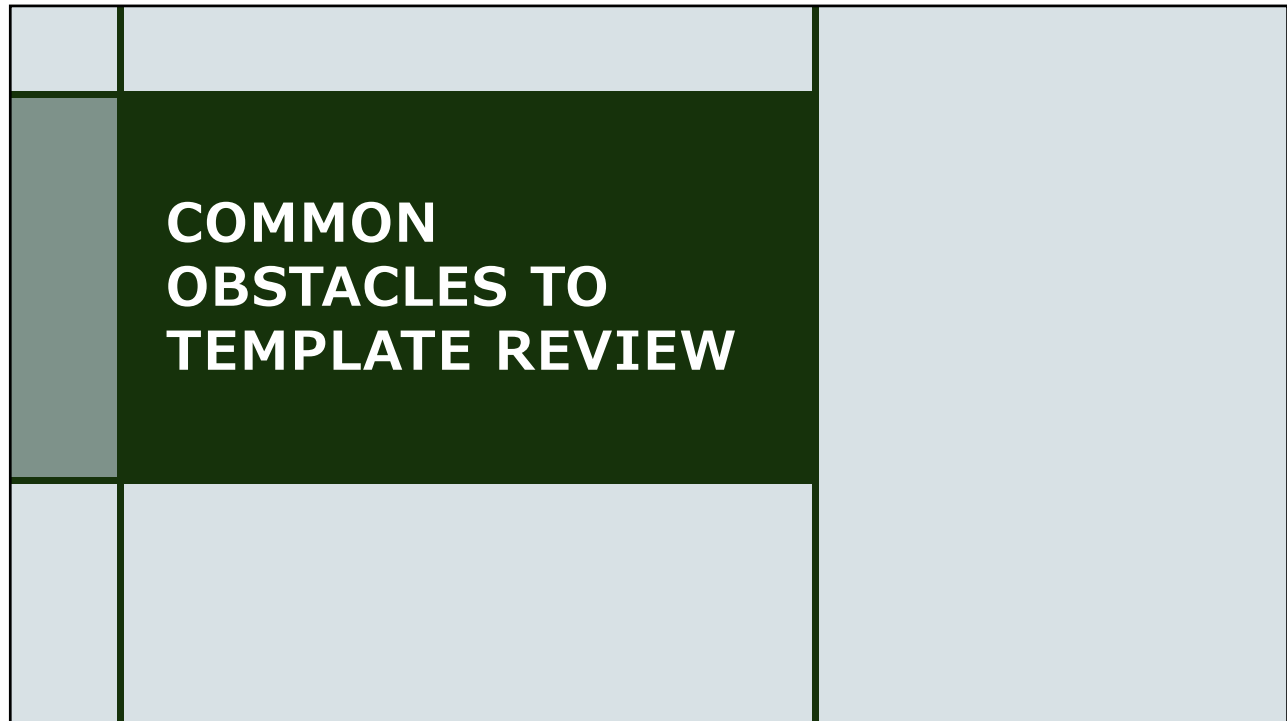
26

<p>Step 5: Document & Maintain</p> <ul style="list-style-type: none"> • Assign an owner • <i>One named person per template</i> • Document significant changes • <i>What changed? Why? Who approved?</i> • <i>Future reviewers should not have to rediscover your reasoning</i> 	

27

<p>Step 5: Document & Maintain</p> <ul style="list-style-type: none"> • Establish a review cycle • <i>Schedule the next review before you close</i> • <i>Maintain one official version</i> • <i>Following significant legislative changes</i> • <i>Following policy revisions</i> • <i>Following audit findings</i> • <i>At least once each biennium</i> 	

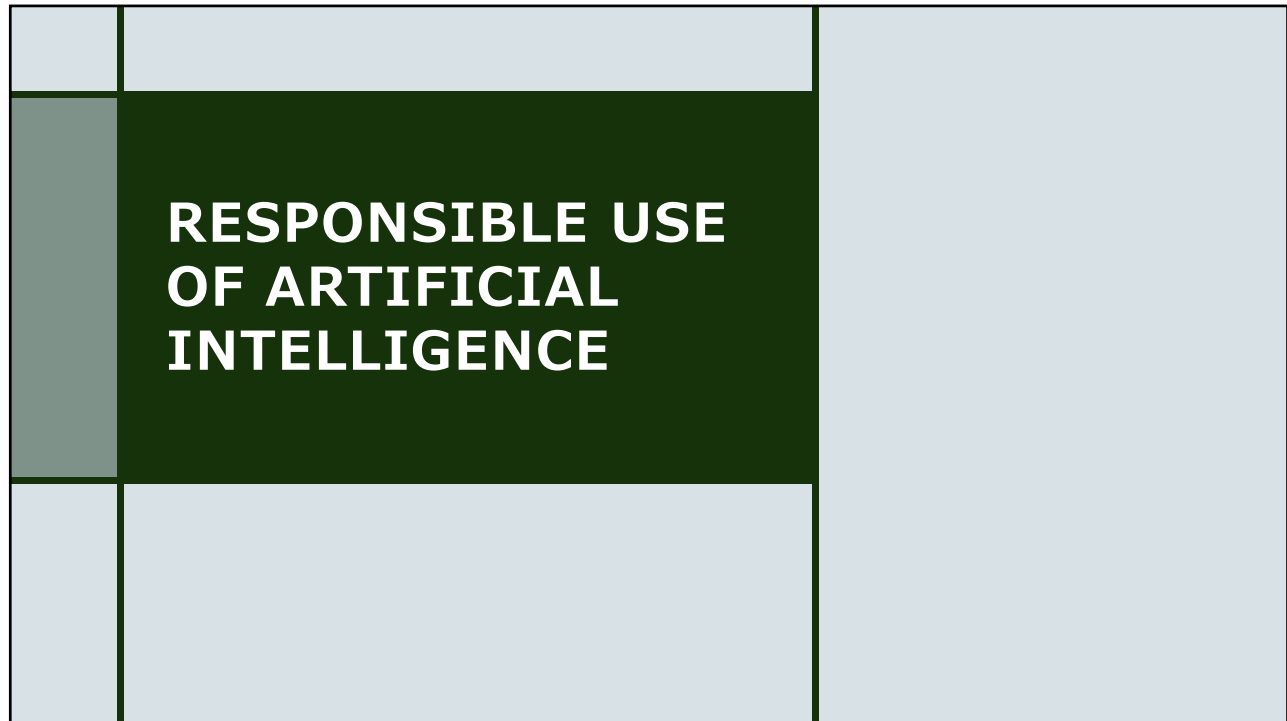
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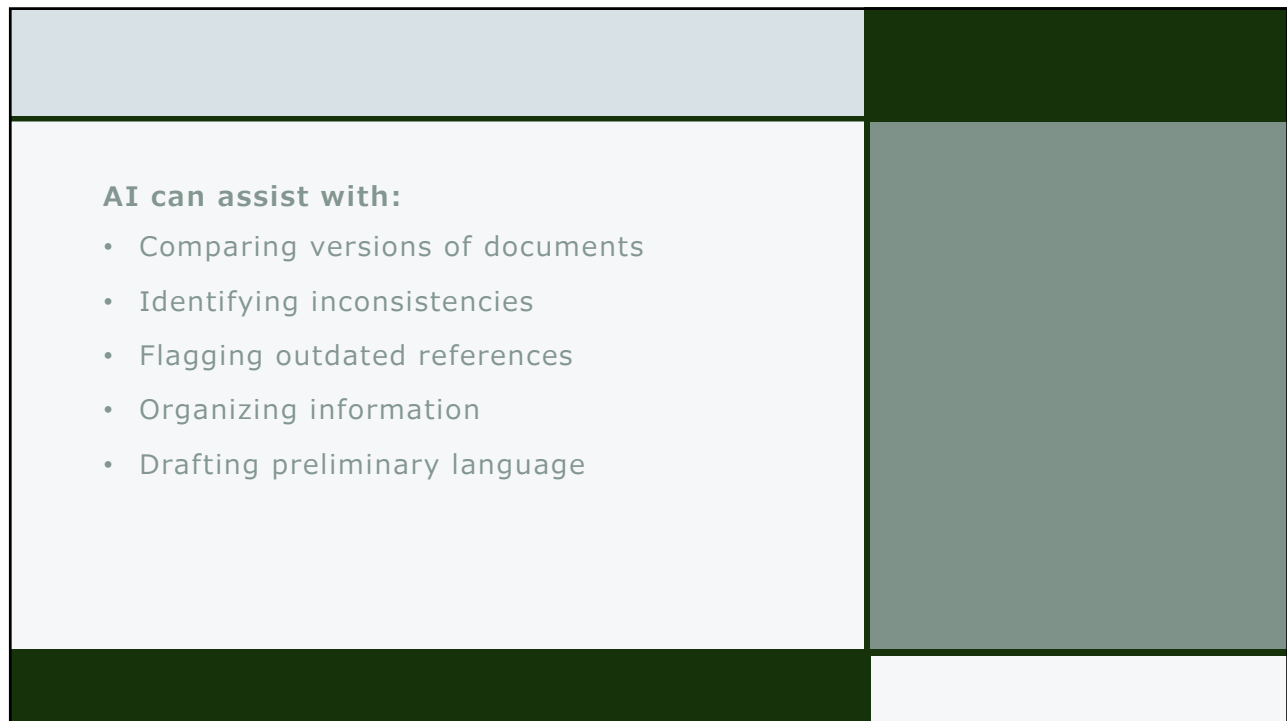
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30



31



32

<p>AI should never replace:</p> <ul style="list-style-type: none">• Professional judgment• Legal review• Policy decisions• Procurement expertise	

33

<p>Where AI could add value:</p> <ul style="list-style-type: none">• Comparing an existing template against updated policy• Identifying changes between document versions• Locating inconsistent terminology• Summarizing lengthy procurement documents• Generating first-draft revisions	

34

<p>Where caution is required...</p> <ul style="list-style-type: none">• AI may:• <i>Misstate legal requirements</i>• <i>Cite non-existent authorities</i>• <i>Misinterpret organizational policies</i>• <i>Produce language that sounds correct but is inaccurate</i>• <i>Trust, but verify. AI is a fast first-pass associate for comparing documents; it is not an oracle.</i>	

35

<p>Better inputs produce better outputs</p> <ul style="list-style-type: none">• When using AI to review procurement documents:• <i>Provide the relevant documents</i>• <i>Define the scope of the review</i>• <i>Specify what the model should analyze</i>• <i>Limit the sources the model may use</i>• <i>Require the model to identify uncertainties</i>	

36

<p>Better inputs produce better outputs</p> <ul style="list-style-type: none">• Example Instructions:• <i>"Review only the documents provided"</i>• <i>"Do not research or rely on outside sources"</i>• <i>"If information is missing, identify the gap and ask a question"</i>• <i>"Do not assume facts that are not provided"</i>• The goal is to make AI a document-review tool, not a source of unsupported conclusions	

37

	<p>FINAL TAKEAWAYS</p>	

38

<p>The Cost of Doing Nothing:</p> <ul style="list-style-type: none"> • If templates are never reviewed... • <i>Outdated requirements remain</i> • <i>Staff workarounds increase</i> • <i>Institutional knowledge is lost</i> • <i>Procurement cycles become slower</i> • <i>Compliance risks accumulate</i> 	

39

<p>Five Steps</p> <ol style="list-style-type: none"> 1. Inventory 2. Categorize <ul style="list-style-type: none"> <i>Statutory, Policy, Operational, or Historical</i> 3. Evaluate 4. Decide <ul style="list-style-type: none"> <i>Keep, Revise, or Remove</i> 5. Document & Maintain 	


40

<p>Three Things You Can Do Monday:</p> <ol style="list-style-type: none"> 1. Identify one template that has not been reviewed recently 2. Apply the Five Steps 3. Establish ownership and review schedule <p><i><u>Small, intentional improvements are more effective than major revisions that never happen.</u></i></p>	

41

<p>If You Remember Nothing Else...</p> <ul style="list-style-type: none"> • Ask: Why is this here? • Then: Identify the source, understand the purpose, and make an intentional decision <p><i><u>Do not preserve language just because it is familiar</u></i></p> <p><i><u>Do not remove language just because it is old</u></i></p> <p><i><u>Keep, revise, or remove language based on whether it still serves a legitimate purpose</u></i></p>	

42

		
		THANK YOU

43

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	AUSTIN 1114 Lost Creek Blvd. Suite 420 Austin, Texas 78746	LONGVIEW 1507 Bill Owens Parkway Suite 101 Longview, Texas 75604

44

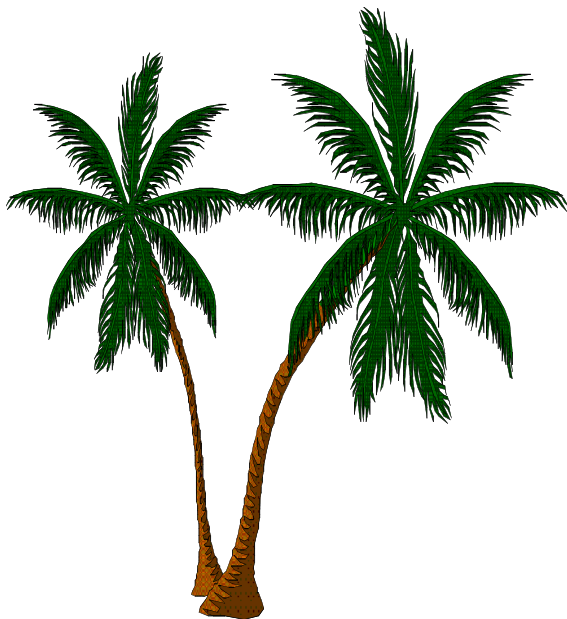
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SUMMER SESSION 2026

**KEEP YOUR PURCHASING FILES
IN ORDER-THE AUDITORS ARE
COMING**



SPEAKER:

Edna Johnson

Mastering Audit Preparedness in Public Procurement

June 25, 2026



Purpose

This presentation provides a comprehensive guide and lessons learned to ensure **preparedness and audit readiness in public procurement**, focusing on Federal (2 CFR Part 200), State (Texas Education Code & Government Code), and Local (board policy) requirements.



Key Learning Objectives



**Understand
Core Audit
Requirements**



**Documentation
and Internal
Controls**



**Assess and
Mitigate Audit
Risks**



**Enhance
Cross-
Functional
Collaboration**



**Apply Best
Practices for
Successful
Audit
Outcomes**

Federal
State
Local

Presenters



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Director of Procurement Services



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ABOUT US

Our Mission:

Harris County Department of Education supports Harris County by enriching educational opportunities and providing value through services.

Our Goals:

- Impact education by responding to the evolving needs of Harris County;
- Deliver value to Harris County by utilizing resources in an ethical, transparent, and fiscally responsible manner;
- Advocate for all learners by using innovative methods to maximize students' potential;
- Provide cost-savings for school districts by leveraging tax dollars; and
- Recruit and maintain a high-quality professional staff





Awards





GOVERNMENT FINANCE OFFICERS ASSOCIATION

*Distinguished
Budget Presentation
Award*



Transparency Stars
Traditional Finances Summary

9

ADULT EDUCATION

Adult Education is a state and federally-funded literacy program that consists of English Language, math, reading, writing and workforce training to help students acquire the skills needed to earn a high school equivalency diploma, enter college or to succeed in careers.



Basic Literacy

- English Literacy
- High School Equivalency
- Citizenship
- Distance Learning
- Leadership

Workforce Certification Training

- Phlebotomy
- Medical Assistant Prep
- Certified Nursing Assistant
- Customer Service/Marketing
- Heating Ventilation and Air Conditioning
- Business Office Technology
- Medical Billing and Coding
- Front Office Specialist

Workforce Literacy

- Workforce Workshops
- Communication and Employability
- Workbase Upskilling
- 1:1 Career Coaching and Support
- Career Advising and Placement

CENTER FOR AFTERSCHOOL, SUMMER AND ENRICHMENT

HARRIS COUNTY DEPARTMENT OF EDUCATION



- Afterschool Strategic Investment
- All-Earth Ecobot Challenge
- CASE Debates
- CASE for Kids City Connections
- Level Up! Digital Badging Initiative
- Partnership Project
- Provider Network
- Quality Improvement Resources
- Texas 21st Century Community Learning Center

CENTER FOR EDUCATOR SUCCESS



**Center for
Educator
Success**

What We Do

CES was developed and designed to transform educator talent pipelines by partnering directly with districts to reimagine a comprehensive approach to educator recruitment, growth, advancement and leadership with the primary goal to inspire a new generation of educators to teach and lead in ways that generate real results and new opportunities for all children.

CENTER FOR SAFE AND SECURE SCHOOLS (CSSS)

CSSS partners with federal, state and local entities to take the lead in the development of increased safety and security strategies, standards and best practices for K-12 school environments for both students and educators. CSSS continually seeks new and innovative opportunities to build safer and more secure learning environments.



13

HEAD START CENTERS

The Harris County Department of Education serves more than 1,300 students annually through the Head Start program with free healthy meals and snacks, vision, hearing, nutrition and developmental screenings, and physical activity indoors and outdoors in a healthy environment.

Head Start provides newborns to 5-year-olds a safe learning environment that supports growth in many areas including language, literacy, and social and emotional development.



14

SCHOOL-BASED THERAPY SERVICES

School-based Therapy Services supports children with disabilities and their families in the areas of occupational therapy, physical therapy and music therapy. This support comes through assessment, intervention, consultation, training and direct service in the classroom in a student's neighborhood school and district.



School-Based
Therapy Services

SPECIAL SCHOOLS



Special Schools

- The Schools Division partners with Harris County school districts to offer individualized learning through small-group instruction in highly structured classes. The goal is always for students to return to their home schools to graduate.
- HCDE operates four special schools—Academic and Behavior Schools East, Academic and Behavior Schools West, Highpoint School East, and Fortis Academy—serving three populations of students:
 - those with severe emotional or physical disabilities;
 - troubled or adjudicated youth;
 - and students recovering from addiction.

Choice Partners national cooperative includes:



- **Facility contracts**
- **Supplies**
- **Service contracts**
- **Food contracts for bread, dairy, etc.**
- **Technology products**

A background image showing several rolled-up newspapers of various colors (white, purple, blue, green) stacked together. The text 'Lessons Learned from Headline News and Public Audit Findings' is overlaid in white on the left side of the image.

Lessons Learned from Headline News and Public Audit Findings

Harris County Flood Control District Failed to Implement Procurement Safeguards

Publication: Houston Chronicle

Date: October 6, 2025

Location: Harris County, Texas

Audit findings:

- Flood Control District **failed to implement procurement safeguards** ordered by Commissioners Court.
- **Weak or missing documentation for vendor selection.**
- Incomplete or inconsistent **conflict-of-interest disclosures.**
- Continued **noncompliance despite earlier procurement audit warnings** in 2023–2024.

Why it matters: The findings raised concerns over ethics, transparency, and risk of conflicts of interest in large public infrastructure contracts.

☞ Source: <https://www.yahoo.com/news/articles/lina-hidalgo-calls-flood-control-002033729.html>

State Audit Triggers Criminal Investigation at Texas Southern University

Publication: KHOU-11 (Houston TV / News)

Date: November 10–11, 2025

Location: Houston, Texas

Audit findings:

- Thousands of **invoices paid against expired or invalid contracts.**
- Approximately **\$282 million linked to vendors without valid contracts.**
- **Weak procurement controls and inadequate contract management.**
- State auditors flagged “significant financial and operational weaknesses.”

Why it matters: These procurement failures led the Governor and Lt. Governor to direct the Texas Rangers to open an investigation and threatened state funding.

☞ Source: KHOU

Nolan County Failed to Formally Document Procurement Policies

Audit findings: Management did not prioritize the formal development and adoption of a procurement policy. This was primarily due to a **lack of awareness regarding the internal control risks** associated with undocumented procurement procedures and the **assumption that existing informal practices were sufficient**.

Why it matters: Without a written procurement policy, the entity is exposed to significant risks of fraud, waste, and abuse. This condition could lead to, noncompliance with regulations; inefficient use of resources; and risk of fraudulent activities, such as collusion, kickbacks, or purchasing from unapproved vendors. The lack of documentation prevents a clear audit trail, making it difficult to hold staff accountable for procurement decisions.

Auditors recommended that management immediately develop and formally adopt a comprehensive procurement policy and procedures manual. The manual should, at a minimum, include:

- Clear guidelines for soliciting bids and proposals, including requirements for full and open competition.
- Documentation for all procurement actions, including vendor selection rationale and price comparisons.
- Approval authority levels for different procurement thresholds.

↻ Source: [Federal Audit Clearinghouse](#)

21

Lubbock Independent School District Failed to Follow Procedures

Audit findings: The District did not follow established competitive procurement procedures for the purchase of two new vehicles totaling approximately \$113,600. Specifically, administration failed to document or perform a competitive bidding process, or formally justify an exception, for these purchases. Review of purchase orders and supporting documentation provided no evidence of soliciting competitive quotes, bids, or proposals.

Why it matters: Failing to utilize competitive procurement significantly increases the risk that the District did not obtain the most economically advantageous price for the vehicles, potentially resulting in unnecessary expenditures of public funds. .

Auditors recommended that the Board and Management immediately reinforce training for all personnel involved in the procurement process, particularly those authorizing large expenditures. Additionally, the District must modify its internal controls to incorporate mandatory, verifiable checkpoints in the procurement workflow.

↻ Source: [Federal Audit Clearinghouse](#)

22



Procurement Policies & Procedures

Federal, State & Local

Overview of 2 CFR 200 Federal Procurement Requirements

The **Uniform Administrative Requirements, Cost Principles, and Audit Requirements** for Federal Awards, commonly referred to as 2 CFR Part 200 (Uniform Guidance), establishes the federal rules that all non-federal entities must follow when spending federal funds.

Federal procurement requirements (2 CFR §§ 200.317–200.327), govern **competition, procurement methods, conflicts of interest, contract requirements, and documentation expectations**

Audit Requirements

2 CFR §200.501

A non-Federal entity that expends \$1,000,000 or more in Federal awards must have a single or program audit for that fiscal year (formerly \$750,000).

A Single Audit must:

- Cover the entity's financial statements
- Review **internal controls** over federal programs (COSO Framework)
- Test compliance with major program requirements
- Follow audit standards in §200.514

Why Single Audits Matter for Procurement

2 CFR §200.514 -

Single Audit testing specifically includes:

- Oversight of contractors (§200.318(b))
- Conflict of Interest compliance (§200.318(c))
- Competitive bidding compliance (§200.319)
- Procurement method selection (§200.320)
- Sole-source justification (§200.320(c))
- Independent Estimate (§200.324)
- Price Analysis (§200.324)
- Contract clauses (§200.327)



Documented Procurement Procedures

2 CFR §200.318(b)

Entities must maintain and use documented procurement procedures that are consistent with applicable Federal, State and local laws. Procedures must address **contract oversight** to ensure that contractors perform in accordance with the terms, conditions, and specifications of their contracts or purchase orders.

Conflict of Interest

2 CFR §200.318(c)

Entities must maintain **written standards of conduct** covering **conflicts of interest** governing actions engaged in the selection, award, and administration of contracts.

- No real or apparent conflicts of interest
- No financial or other interest to employees or their families
- No soliciting/accepting gratuities or favors from vendors

Responsible Contractors

2 CFR §200.318(h)

Entities must award contracts only to responsible contractors that **possess the ability to perform successfully** under the terms and conditions of a proposed contract.

Entities must consider:

- Contractor integrity
- Public policy compliance
- Proper classification of employees (Fair Labor Standards Act)
- Past performance record
- Financial and technical resources

Procurement Records

2 CFR §200.318(i)

Entities must **maintain records sufficient to detail the history of each procurement transaction.**

Records must include:

- Rationale for the procurement method
- Contract type selection
- Contractor selection/rejection
- Basis for the contract price



How does your organization ensure contract oversight to meet 2 CFR §200.318 requirements?

- A) Documented procedures with assigned oversight responsibilities**
- B) Oversight occurs, but procedures are not clearly documented**
- C) Relies largely on program staff without formal guidance**
- D) No formal contract oversight process in place**

Documented procedures for contract oversight and conflict of interest requirements are included in the [Financial Operating Guidelines \(FOG\)](#).

Contract Monitoring

- 1. Scope**
- 2. Terms and Conditions**
- 3. Goods/Services received**
- 4. Invoices reviewed/approved**
- 5. Maintain records of performance**

Conflict of Interest

- 1. No selection, award, or administration**
- 2. Board Members**
- 3. Budget Managers (completed annually)**
- 4. Employees (Form CIS)**
- 5. Vendors (Form CIQ)**

Procurement Methods

33

Audit Requests Procurement – Bids Support



HCDE
Procurement - Bids
August 31, 2025

[Summary](#)
Suralink #63

Please provide the following for the bids below: (Pending all support except A - Adverstism proof)

- B** Documentation for Date Bid proposals were received
- C** Bid tabulation/evaluation of bids received
- D** Contract award letter or board meeting approval minutes
- E** If federally funded, support showing vendor is not suspended or debarred
- F** If federally funded over \$250k, provide independent estimate and cost/price analysis

CHOICE PARTNERS

	Bid/Solicitation #	Title/Description of Bid/Solicitation	Date	Comment	
1	25/041SG	Payables Solutions, Purchasing Card Programs, and Related Services	06/27/25	RFP - Steve Gibson Close Date 7/22/25	uploaded

HCDE

	Bid/Solicitation #	Title/Description of Bid/Solicitation	Date	Comment	
1	25/034DR Addendum 1	Food and Beverage Concessions	04/18/25	RFP - Deisy Rubio Close Date 7/15/25	Uploaded
2	25/042DR	Governmental Relations Services	07/07/25	RFQ - Deisy Rubio Close Date 7/22/25	Uploaded

Procurement Methods

2 CFR §200.320 (effective October 1, 2025)

Micro-Purchase Threshold (MPT) – Very Small Purchase	Simplified Acquisition Threshold (SAT) – Small Purchase	Formal Procurement Methods
≤ \$15,000	≤ \$350,000	> \$350,000
Do not require quotes if price is reasonable and documented	Obtain adequate number of qualified quotes (three or more)	Sealed Bids – Public advertise, adequate response time, public opening, firm fixed-price contract
Price must be deemed reasonable based on research, purchase history, experience, other supporting information. Must be documented.	Maintain documentation of vendors contacted, quotes received, and evaluation and justification	Competitive Proposals – public advertise, evaluate for best value, written method for evaluating proposals, negotiation permitted,
Entity may self-certify up to \$50,000, if low-risk auditee, strong internal controls, risk assessment, etc.		Applies to A/E via qualifications-based selection (no price competition)

Texas Education Code §44.031

School districts must use one of several competitive procurement methods for all purchases of goods or services valued at **\$50,000*** or more in the aggregate for each 12-month period, that provides the best value for the district, unless a statutory exception applies.

Approved methods include:

- Competitive bidding for services other than construction
- Competitive sealed proposals (CSPs)
- Request for proposals (RFPs)
- Interlocal contracts
- Construction delivery methods in Government Code Chapter 2269
- Reverse auction (Gov't Code §2155.062)
- Formation of a political subdivision corporation (Local Government Code §304.001)
- ***Note: SB 1173 increased the threshold to \$100,000**



Competition Requirements

2 CFR §200.319

Federal procurement must be conducted in a manner that promotes **full and open competition**. Restrictions that limit competition—such as arbitrary vendor preferences, noncompetitive pricing practices, or unfair specifications—are prohibited

How does this apply to sole-source purchases when federal funds are used?

Sole-Source

2 CFR §200.320(c)

Although sole-source purchases are rare and usually prohibited, they may be permitted only if at least one of the following is true:

- The item or service is available from **ONLY ONE** source
- Awarding agency (or pass-through entity) gives prior written approval
- Competition is determined “inadequate” after a solicitation
- A public emergency will not allow time for competition (health or safety)
 - Must be temporary and fully documented



According to 2 CFR 200.320, effective October 1, 2025, procurement thresholds are:

- A) \leq \$15,000 (do not require quotes if price is reasonable and documented)
- B) \leq \$100,000 (advertised for two weeks)
- C) $>$ \$350,000 (Entity may self-certify up to \$350K, if low-risk auditee, strong internal controls, risk assessment, etc.)
- D) All of the above

Independent Estimates & Price Analysis

2 CFR §200.324

Make independent estimates **before receiving bids or proposals** and perform a cost or price analysis for every procurement transaction, including contract modifications, in excess of the simplified acquisition threshold.

***HCDE's Independent Estimate and Price Reasonableness Forms are required for all formal solicitations (\leq \$100,000).**

Complete bid/ing solicitation or advertisement for Proposals / Quotes



**HARRIS COUNTY DEPARTMENT OF EDUCATION
INDEPENDENT ESTIMATE DETERMINATION**

Purpose: Federal regulations require documentation of cost analysis or price analysis for every procurement action at or above \$350,000. As part of the analysis, the regulations require documentation of an independent estimate reached before receiving bids or proposals (see 2 C.F.R. § 200.323) or before receiving quotes or proposals from other governmental entities through an interlocal contract or a purchasing cooperative (see 2 C.F.R. § 200.318 (6)). The Independent Estimate Determination is a form used to document HCDE's estimated range of fair and reasonable costs for the goods and/or services to be acquired and to document the analysis PRIOR to seeking bids, proposals, or quotes. The form is kept as part of the procurement file along with the cost or price analysis, which is conducted after receiving proposals but before awarding a contract, to demonstrate that the procurement process was conducted in an open and fair manner and that HCDE received the most advantageous price.

Instructions: one (1) Independent Estimate Determination form PRIOR to either (1) advertising and receiving bids or proposals or (2) seeking quotes or proposals from other governmental entities through an interlocal contract or a purchasing cooperative and complete all sections.

2. Provide a detailed discussion of your independent estimate and attach the required supporting information.
3. Sign in blue ink and date the form.
4. Maintain a copy in the procurement contract file along with the cost or price analysis (as completed before contract award), subject to retention schedules.

Prepared by: _____ Date: _____

Email: _____ Phone Number: _____

Division: _____

Subject: Independent Estimate Determination

**PART I
SCOPE AND/OR SPECIFICATIONS**

Please attach documentation reflecting the Scope or Proposal/Work and/or Specifications. The attached Scope of Proposal/Work and/or Specifications contains the following (check all that apply):

For Goods/Equipment	For Services
<input type="checkbox"/> Estimated quantity of items and/or goods required	<input type="checkbox"/> List of services/responsibilities to be performed
<input type="checkbox"/> Detailed description of each item required	<input type="checkbox"/> Detailed list of deliverables/tasks required
<input type="checkbox"/> Specifications and/or drawings for materials required	<input type="checkbox"/> Anticipated contract term and start date
<input type="checkbox"/> Date items and/or goods are required	<input type="checkbox"/> Location of project
<input type="checkbox"/> Delivery address and point of contact	<input type="checkbox"/> Specifications, drawings, and/or pictures of job site or projected results



**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	<ol style="list-style-type: none"> 1. Product needed 2. Estimated quantity 3. Unit price 4. Markups – overheads – profit 5. Desired delivery schedule 6. Warranty 	<ol style="list-style-type: none"> 1. Vendor survey/market survey 2. Current or past contracts for the same or similar product 3. Historical price and costs data
Services (other than professional services, as defined by Tex. Educ. Code § 44.031(f) and/or Tex. Gov't Code Ch. 2254)	<ol style="list-style-type: none"> 1. Tasks you want done 2. Types of people needed 3. Positions required 4. Estimated hours by position 5. Salary/billing rates applied 6. Prevailing wage rate category applied (if applicable) 7. Profit/applied fee 8. Direct expenses 9. Completion schedule 	<ol style="list-style-type: none"> 1. Current or past contracts for similar services 2. Other departments doing similar work 3. Historical price and cost data

**PART III
INDEPENDENT ESTIMATE**

Please complete the following form.

This Independent Estimate is for: Goods/Equipment 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):



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):

- 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
 - Markups-overhead profits
 - Unit price
 - Desired delivery schedule
 - Warranty
- For services, documentation reflecting the following (as required by Part II):
 - Tasks you want done
 - Types of people needed
 - Positions required
 - Estimated hours by position
 - Salary/billing rates applied
 - Prevailing wage rate category applied
 - Profit/applied fee
 - Direct expenses
 - Completion schedule
- 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 _____

Newspaper Advertisement Texas Education Code §44.031(g)

Publication Requirements:

- Once a week for at least two consecutive weeks
- Time, deadline, and place where bids/proposals will be received
- The notice must be published in a newspaper in the county where the district's central administrative office is located.
- If no newspaper exists in that county, publication must occur in a newspaper in the nearest county.



26/010TD (Local Food and Catering Services) Unsealed

Bid Duration 1 month 14 days

Award Lines Award Suppliers Actions

Award Details Responses Event Details Manual Responses Messages 1 Questions 4 Invitations 478 Activities 3 Attachments 2 Attributes 30 Line Items 7 Response Attachments 3 Notes Related Messages 270

Bid Information

Settings

Bid Type	RFP
Issue Date & Time	1/30/2026 04:02:13 PM (CT)
Close Date & Time	3/13/2026 02:00:00 PM (CT)
Bid Status	Unsealed
Question Cut Off Date	3/5/2026 05:00:00 PM (CT)
Bid Notes	The Harris County Department of Education is currently accepting proposals Local Food and Catering Services for HCDE's various Divisions. If your firm is currently awarded to an RFP for Local Food and Catering, you do not need to submit a new proposal. All responses must be submitted online via the eBid system.
Commodity	Catering Services (3 others)

Ship to Information

Bid Contact Information

Workgroup	HCDE Internal Purchasing
Contact Name	Tameisha C Davenport
Address	6300 Irvington Blvd Houston, Texas 77022, TX 77022 USA
Department	Procurement Services
Contact Phone	1 (713) 696 x0744
Contact Email	tameisha.davenport@hcde-texas.org

Bill to Information

Auditors will review the following:

- Issue Date & Time
- Close Date & Time

26/010TD (Local Food and Catering Services) Unsealed

Bid Duration 1 month 14 days

[Award Lines](#)
[Award Suppliers](#)
[Actions](#)

[Award Details](#)
[Responses](#)
[Event Details](#)
[Manual Responses](#)
[Messages 1](#)
[Questions 1](#)
[Invitations 470](#)
[Activities 3](#)
[Attachments 2](#)
[Attributes 30](#)
[Line Items 7](#)
[Response Attachments 3](#)
[Notes](#)
[Related Messages 270](#)

Respondents

Supplier Name	Classifications	Response	Progress	Submission Date
Alonti Market Cafe and Catering (Pepi Corporation)	SBE	Submitted	<div style="width: 100%; height: 10px; background-color: #0070C0;"></div>	2/25/2026 11:58 AM (CT)
K'Maries504 LLC	MBE, SBE, WBE	Submitted	<div style="width: 100%; height: 10px; background-color: #0070C0;"></div>	3/13/2026 12:34 PM (CT)
ezCater, Inc		Submitted	<div style="width: 100%; height: 10px; background-color: #0070C0;"></div>	3/13/2026 01:53 PM (CT)
Chicken Salad Chick (Houston CSC LLC)	SBE	Submitted	<div style="width: 100%; height: 10px; background-color: #0070C0;"></div>	3/6/2026 03:38 PM (CT)
Sushic, LLC	MBE, HUB	Submitted	<div style="width: 100%; height: 10px; background-color: #0070C0;"></div>	3/9/2026 02:21 PM (CT)

5 items in 1 pages

Auditors will request the following:

- **Date & Time proposals were received**



45

Reasonable Costs

2 CFR §200.404

To meet the *reasonable, necessary, and proper* standards the entity must consider the following:

- Is the cost necessary for the performance of the federal award?
- Does the cost align with market prices for comparable goods/services?
- Did the cost reflect established procurement policies?

Complete after receive Proposals / Quotes but before contract award

Harris County Department of Education

DETERMINATION OF COST OR PRICE ANALYSIS (REASONABLENESS)

Purpose: Federal regulations require documentation of cost analysis or price analysis for every procurement action at or above \$350,000 (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 the District received the most advantageous price.

- Instructions:** a separate Determination of Cost or Price Reasonableness form for each vendor being recommended for contract award. Complete all applicable sections according to the instructions given. An incomplete Determination of Cost or Price Reasonableness form cannot be approved.
- 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.
 - Maintain a copy on the grant file subject to retention schedules
 - Submit completed form to the **INSERT TITLE** prior to contract award

An improperly completed and/or unsigned form will be returned.

Prepared by: _____
 Date: _____
 Email: _____
 Phone Number: _____
 Department: _____
 Subject: Determination of Cost or Price Reasonableness

Good or service to be acquired: _____

[Procurement Type, e.g., RFP, RFQ] # _____

Independent Estimate Produced before Receiving Bids or Proposals: Yes (attach supporting document(s))

Vendor: _____

Amount: _____

(Attach written quotation or other information that documents the estimate of cost or price reasonableness) (As necessary include unit costs, rates, schedules, price estimates, and budgets, etc.)

I. Procurement Type

This expenditure of \$150,000 or more is being made under one or more of the following (check those that apply and attach supporting documentation):

For Items A – C, please complete Section II (Price Analysis)

- A. Interlocal agreement or purchasing cooperative (TEC 44.031(a)(4) / Tex. Gov't Code Ch. 791; 2 C.F.R. § 200.318(e)), including construction services
- B. Request for Proposals (or Competitive Sealed Proposals) for goods or services, including construction services
- C. Competitive bidding for goods or services, including construction services

For Items D – K, please complete Sections III (Cost Analysis) and IV (Profit)

- D. Sole source (as defined under TEC 44.031(i))
- E. Emergency procurement (as defined under TEC 44.031(h))
- F. Competitive Bidding, Competitive Sealed Proposal, or Request for Proposal (where the solicitation is publicly posted) where only one (1) bid/proposal is received
- G. Professional services (as defined under TEC 44.031(f) and/or Ch. 2254 of the Tex. Gov't Code) where no price competition exists prior to selection
- H. Design-Build, Construction Manager-Agent
- I. Price adjustment to Purchase Order No. _____ or Contract No. _____ (and already procured under Item A – I)
- J. Extension of an existing contract past its initial term. Contract extension is allowed under procurement method or contract, if allowed by Board policy
- K. Cost-reimbursement contract

Note: When using federal funds, Construction Manager-at-Risk or other Cost-Plus contracts are prohibited.

II. Price Analysis: If the expenditure is being made under Items A, B, or C in Section I (Procurement Type) above, complete this Section only. You are not required to complete Sections III or IV.

Price offered is considered fair and reasonable for the following reason(s), and if applicable, is supported by attached documentation and/or a detailed discussion of the price analysis (select at least one applicable situation):

- Comparison of previous district 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 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 as vendor's quotation or correspondence does not qualify as a published price list.
- Comparison of proposed price with independent estimates, which were determined to be allowable under 2 C.F.R. Part 200, Subpart E—Cost Principles. Attach estimates used.
- Comparison of proposed price with prices obtained through market research for the same or similar items. Attach documentation of research conducted.
- The order is priced in accordance with existing **INSERT DISTRICT** Purchase Order No. _____ and/or **INSERT DISTRICT** Contract No. _____ which was competitively established.
- Other reason (specify and attach supporting documentation if applicable): _____

III. Cost Analysis: If you selected D-K in Section I (Procurement Type), complete this Section and attach a detailed breakdown of the vendor's proposed costs (e.g., labor, materials, profit, reimbursable expenses).

After analyzing and verifying vendor's cost information, it is determined that each of the cost items listed by the vendor is allocable, reasonable, necessary, and therefore, allowable in accordance with 2 C.F.R. Part 200, Subpart E—Cost Principles for the following reason(s) (select at least one applicable situation and attach supporting documentation and/or a detailed discussion of the cost analysis):

- Comparison of costs proposed with actual costs previously incurred by the same vendor for the same or similar work.
- Comparison of costs proposed with actual costs of previous same or similar work performed by other vendors.
- Comparison of costs proposed with previous cost estimates from the vendor or other vendors for the same or similar items or work.
- Comparison of costs proposed with the District's independent estimate, which was determined to be allowable under 2 C.F.R. Part 200, Subpart E—Cost Principles. Attach independent estimate.
- Comparison of costs proposed with the methods proposed by vendor with the requirements of the solicitation, i.e., do the costs reflect the technical approach proposed and the work required?
- Verification that the costs proposed conforms to the appropriate set of cost principles.
- Verification of the accuracy of the cost and pricing information submitted and evaluating the application of audited or pre-negotiated (e.g., by the Federal Government) indirect cost (e.g., overhead) rates, labor and fringe benefit rates, or other factors.
- Verification of the accuracy of cost and pricing information proposed and evaluation of the effect of vendor's current practices on future costs.
- Verification of the accuracy of the cost and pricing information submitted and evaluation of vendor's projected cost trends.
- Other reason (specify and attach supporting documentation if applicable): _____

IV. Profit: If you selected D-K in Section I (Procurement Type), complete this Section.

Negotiated profit amount (attach supporting documentation): _____

Profit negotiated is considered fair and reasonable for the following reasons, and is supported by attached documentation and/or a detailed discussion of the cost or price analysis (you **must** complete each item below and explain reasoning; attach additional pages and/or supporting documents if necessary):

- Consideration of the complexity of the work to be performed: _____
- Consideration of the risk borne by the contractor: _____
- Consideration of the contractor's investment: _____
- Consideration of the amount of subcontracting: _____

- Consideration of the quality of contractor's record of past performance: _____
- Consideration of industry profit rates in the surrounding geographical area for similar work: _____

CERTIFICATION:
 I certify that the information provided above is true and correct to the best of my knowledge and belief. I further certify that I have determined that the costs or prices proposed are necessary, fair, and reasonable.

Full Name of Individual Preparing Form _____
 Signature _____ Date _____

APPROVED:
 "Level One: Full Name of Director of Purchasing" _____
 Signature _____ Date _____

"Level Two: Full Name of Assistant Superintendent for Program (grant)" _____
 Signature _____ Date _____

"Level Three: Full Name of Assistant Superintendent for Business" _____
 Signature _____ Date _____

Evaluate for “Best Value” under Texas Education Code §44.031(b)

Under TEC §44.031(b), a school district must consider all of the following factors when awarding a contract:

- Purchase **Price** (cost matters, but is not the sole determining factor)
- **Reputation** of the Vendor and Vendor’s Goods/Services (complaints or positive reviews)
- **Quality** of the Vendor’s Goods or Services (compliance with specifications)
- Extent to Which the Goods/Services **Meet the District’s Needs** (solves the problem)
- Vendor’s **Past Relationship** with the District
- Impact on the District’s Ability to **Comply with HUB**
- Total **Long-Term Cost** to the District (maintenance, warranty, etc.)
- Principal place of business in Texas, or 500 employees in Texas)
- Any other relevant factor listed in the Bid or RFP



Why “Best Value” Matters

Under TEC §44.031(b), “Best Value” means choosing the vendor(s) that gives the district the overall best combination of price, quality, service, reliability, and long-term impact – **not just the cheapest option.** Evaluation factors when awarding a contract matter because procurement:

- Governs all major school district purchases
- Drives how RFPs, CSPs, and Bids are scored
 - Scoring rubrics must be transparent, published, and defensible
- Helps avoid audit findings
- Protects the district against legal challenges
- Aligns with Federal Procurement Expectations
 - Documented evaluation
 - Reasonable costs



Evaluate for Best Value

HARRIS COUNTY DEPARTMENT OF EDUCATION EVALUATION CRITERIA FORM			
RFP 26/XXXXX Name of Solicitation			
Vendor Name:	Vendor A		
Evaluation Date:	October 26, 2026		
Selection Criteria	Max Points	Points Awarded	
1 Price (Tabulated and ranked by Purchasing Division)	25	25	
2 Reputation of Vendor and Vendor's goods and/or services (References scored by Purchasing Division)	20	0	
3 Quality of Vendor's goods and/or services (Evaluation team considers SOW to score Vendor's submission)	20	0	
4 Extent to which the goods and/or services meet HCDE's needs (Evaluation team considers SOW to score Vendor's submission)	25	0	
5 Vendor's past relationship with HCDE (Evaluation team may consider past relationship with other Divisions to score Vendor's submission)	10	0	
6 Impact on the ability of HCDE to comply with laws and rules relating to HUBs	0	0	
7 Total long-term cost to HCDE to acquire Vendor's goods and/or services	0	0	
8 For a contract for goods and services, other than goods and services related to telecommunications and information services, building construction and maintenance, or	0	0	
9 Other (Ability to allow other local government entities to piggy-back from this contract)	0	0	
	Total	100	25
Notes:			
Signature of Facilitator:			

Eval1	Eval2	Eval3	Eval4
0	0	0	0
0	0	0	0
0	0	0	0
0	0	0	0



Required Contract Provisions

2 CFR §200.327

Federally funded contracts must contain certain mandated clauses such as:

- Termination provisions
- Davis-Bacon (when applicable)
- Record retention

Domestic Preference

2 CFR §200.322

Entities must maximize the use of goods, products, and materials produced in the United States.

Bonding Requirements

2 CFR §200.326

For construction or facility improvement contracts specific federal bonding requirements apply:

- Bid Bond
- Payment Bond
- Performance Bond

Notification of Award

HCDE eBid Bid Award Notification: 24/006YR-03 (Local Food and Catering Services)

Message Date: 5/16/2024 10:04:34 AM (CT) Message From: HCDEebid@customer.ionwave.net
Priority: NORMAL HCDE eBid

Dear Supplier,

The following opportunity has been awarded. You were awarded items and can view award information online.

Award Notes:

Bid Opportunity Information
Bid Number: 24/006YR-03
Bid Title: Local Food and Catering Services
Issue Date: 12/13/2023 08:19:37 PM (CT)
Close Date: 3/5/2024 02:00:00 PM (CT)

Bid Notes
The Harris County Department of Education is currently accepting proposals for Local Food and Catering Services. **If you currently have an award or have recently submitted a proposal for RFP 24/006YR, you do not need to submit a new proposal.**

HCDE will be closed during the Christmas break from December 21, 2023 through January 2, 2024. Any questions posted on this site, will be answered on our return.

Bid Contact Information
6300 Irvington Blvd
Houston, TX 77022 USA
(713) 696-8212
(713) 696-0732
yroman@hcde-texas.org

[Click here to View Opportunity](#)

Questions about this system can be directed to:
Harris County Department of Education
Email: ebids@hcde-texas.org

Supplier Name	Username	User Name	Email	Delivery Status
Boot, Tesan Kitchen	boottesan	Latchney, Angeline	info@boottesankitchen.com	Opened



June 10, 2025

David Wood
Hiland Dairy Food Company

Subject: Contract Award

Dear David Wood

Congratulations! Harris County Department of Education (HCDE) has awarded Hiland Dairy a contract for the following commodity/service, based on the proposal submitted to HCDE Choice Partners and Board Approval on May 21, 2025:

Dairy and Other Related Products Contract No. 25/023TP

The contract is effective 08/01/2025 and will expire on 07/31/2026. The contract may be renewed annually for up to 4 additional years, if mutually agreed to by Choice Partners and Hiland Dairy

Your contract manager, Trisha Prestigiacomo, is available to set up an appointment to discuss the contract details and new vendor orientation. The partnership between Hiland Dairy and Choice Partners should be mutually beneficial for us, as well as our participating agencies.

A press release announcing the awards made this month is posted both at www.choicepartners.org and at www.hcde-texas.org. Your contract manager can send you the Choice Partners seal to add to your website and marketing materials and will request additional information as needed so we can accurately describe your company on our website. A signed contract page is included with this Award Letter.

If you have any questions or concerns in the meantime, please feel free to call us at the office at 713-696-1742 or e-mail at trisha@choicepartners.org.

Sincerely,

Jeff Drury, Director
Choice Partners

Record Retention

2 CFR §200.334-338

Procurement records must be retained for **at least three years** from **final expenditure**, unless superseded by a longer state or local retention period. These records include:

- Independent Estimates/Price Analysis
- Bids
- Quotes
- Evaluations
- Contracts



Auditors will ask:

- A) Independent Estimate
- B) Date and time proposals were received
- C) Copy of the award letter or Board minutes
- D) All of the above

Audit Requests Procurement – Vendor

HCDE Procurement - Vendor August 31, 2025	Summary Suralink #63															
Please provide a copy of the award letter or documentation of board meeting approval.																
<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 5%;">Vendor Number</th> <th style="width: 15%;">Vendor Name</th> <th style="width: 25%;">Aggregate Amount Expended</th> <th style="width: 25%;">Amount Expended Dates</th> <th style="width: 30%;">Comment</th> </tr> </thead> <tbody> <tr> <td style="color: red;">6</td> <td>23543</td> <td>DUROTECH CONSTRUCTI</td> <td>3,928,428.52</td> <td>9/1/2024 - 6/30/25</td> </tr> <tr> <td style="color: red;">3</td> <td>61927</td> <td>VERIZON WIRELESS</td> <td>150,565.35</td> <td>9/1/2024 - 6/30/25</td> </tr> </tbody> </table>		Vendor Number	Vendor Name	Aggregate Amount Expended	Amount Expended Dates	Comment	6	23543	DUROTECH CONSTRUCTI	3,928,428.52	9/1/2024 - 6/30/25	3	61927	VERIZON WIRELESS	150,565.35	9/1/2024 - 6/30/25
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5	89327	HILAND DAIRY FOODS	74,510.92	9/1/2024 - 6/30/25												

Vendor Onboarding & Verification Process



Vendor Onboarding Process

Step-by-step guidance ensures vendors meet HCDE requirements and comply with regulations before business engagement.



Risk Mitigation and Transparency

Comprehensive vendor packets helps to mitigate risks, maintains transparency, and upholds ethical procurement standards.



Compliance Verification

Includes debarment checks via SAM.gov, Texas Comptroller Office, and IRS tax-exempt for nonprofits.



Documentation and Audit Readiness

Adhere to documentation retention requirements and best practices to ensure accurate records and audit preparedness.

RISK MITIGATION & TRANSPARENCY

Comprehensive Vendor Packet

The **vendor packet** includes essential forms like Vendor Information, **CIQ**, Form **1295**, **W-9**, Felony Conviction Notice, Antitrust Certification Statements, and compliance certifications to meet **legal requirements**.

Critical Form Completion

Proper completion, **signatures**, and **dates** on all forms are mandatory to avoid delays and ensure compliance during vendor approval.

Verification and Checklist

Procurement staff must **verify all documentation** accuracy using **checklists** before proceeding to eligibility verification steps.

COMPLIANCE VERIFICATION

Debarment via SAM.gov

1. Navigate to SAM.gov
2. Select 'Search Records' to begin verification.
3. Enter vendor details like legal name or UEI to check status.
4. Check results for active exclusions
5. Save or print documentation with timestamp for compliance.

COMPLIANCE VERIFICATION

Texas Franchise Tax Search

1. Texas Comptroller's search to verify vendors' standing to do business in Texas
2. Select 'Search Records' to begin verification.
3. Verify that **entity name** and **registered agent** details match submitted documents.
4. Print or save status confirmation pages and file to maintain compliance records.

COMPLIANCE VERIFICATION

Verification Using TEOS Tool

1. Use the IRS Tax-Exempt Organization Search tool to **verify nonprofit tax-exempt status** effectively.
2. Check active tax-exempt status, current **Form 990 filings**
3. Ensure the organization is not on the revocation list.
4. Document search results with screenshots or PDFs to **maintain records** and **ensure transparency**.

Note: Do not proceed with contracting if tax-exempt status is revoked or filings are outdated until issues are resolved.

Criminal History Records Information Verification Process

67

As explicitly mandated in the **Texas Education Code § 22.0834**, a national criminal history record information review is required for contract employees (including subcontractor employees) who:

- Have or will have **continuing duties** related to contracted services, and
- Have or will have **direct contact** with students



68

SB 571

PRE-EMPLOYMENT OR PRE-SERVICE APPLICATION – TEC §22A.055:

- An individual applying for employment or seeking employment as a service provider must consent to the release of their employment records and submit a pre-employment or **pre-service affidavit** disclosing whether they have ever been:
 - investigated, charged with, adjudicated for, or convicted by a law enforcement agency or child protective services for an offense involving conduct described in Section 22A.051;
 - investigated by a licensing authority or had a license, certificate, or permit denied, suspended, revoked, or subject to another sanction in this state or another state;
 - included in the **Do Not Hire Registry**;
 - employed or is currently employed by a service provider for a public or private school; or
 - terminated or discharged or has resigned, in lieu of being terminated or discharged, from a public or private school.
- An individual who fails to disclose information commits a **Class B misdemeanor** punishable by fine, jail, or both.



Texas Education Code Chapter 22

Definitions:

- **Covered employees:** Employees of a Contractor/Subcontractor who have or will have **continuing duties** related to the service to be performed at a school district and have or will have **direct contact with students**. HCDE will be the final arbiter of what constitutes *continuing duties* and *direct contact* with students.
- **Continuing duties related to contracted services:** Work duties that are performed pursuant to a contract to provide services to a school entity on a regular, repeated basis rather than infrequently or one-time only. See 19 Tex. Admin. Code §153.1101(2).
- **Direct contact with students:** The contact that results from activities that provide substantial opportunity for verbal or physical interaction with students that is not supervised by a certified educator or other professional district employee. Contact with students that results from services that do not provide substantial opportunity for unsupervised interaction with a student or students, such as addressing an assembly, officiating a sports contest, or judging an extracurricular event, is not, by itself, direct contact with students. However, direct contact with students does result from any activity that provides substantial opportunity for unsupervised contact with students, which might include, without limitation, the provision of coaching, tutoring, or other services to students. See 19 Tex. Admin. Code § 153.1101(7).

69



Vendor Submission of All Covered Employees Process

Initial Employee List Submission

Vendors must submit a complete list of all covered employees through the InformedK12 platform to start the verification process.

Ensuring List Accuracy

The vendor is responsible for providing an accurate and complete list including all personnel involved during the contract term.

Streamlined Verification Workflow

Using InformedK12 enables centralized, secure data entry and facilitates communication between vendor and division.



70



Vendor Sends Laserfiche Link to Each Covered Employee

Sending Laserfiche Link

Vendor sends a secure Laserfiche link to each covered employee for required documentation completion.

Completing Legal Requirements

Covered employees complete the Pre-Service Affidavit and Criminal History requirements digitally for verification.

Vendor Monitoring and Follow-up

Vendor tracks completion rates and follows up to ensure timely submission of all required documents.



Division reviews list of covered employees and procurement services approves the contract term



Division Director **reviews** and approves **List of Covered Employees** that will have the substantial opportunity to have direct contact with students through InformedK12.



Procurement Services **confirms** that the List of Covered Employees are submitted and approves the **Contract Term** through InformedK12.

Human Resources Evaluation of Pre-Service Affidavit and Criminal History Information



Document Evaluation Process

Human Resources reviews Pre-Service Affidavits and Criminal History Review documents to verify eligibility for each covered employee.

Additional Checks and Documentation

Human Resources may request further background checks or documentation to confirm eligibility and maintain records securely.

73



Notification of Eligibility

Eligibility Notification Process

After Human Resources completes the evaluation process, notifications are sent via InformedK12 to the vendor, Division Director, and Procurement Services which provides covered employee eligibility status.

74



Requisition Submission or Contract Cancellation

Requisition Submission Process

Eligible covered employees allow the division to submit a requisition, attaching eligibility notification for documentation.

Contract Cancellation Procedure

If all covered employees are ineligible to provide service, then Procurement Services notifies the division and vendor that the contract must be canceled and requisition will not be permitted.

Ongoing Compliance Measures

Contract amendments are required if covered employees change, ensuring updated verification and compliance.

75

Texas Education Code 76 § 22.0834 requires criminal history verification for:



- A) Any contract that exceed \$100,000
- B) All contracts that exceed \$350,000
- C) Contractors/subcontractors with continuing duties and will have direct contact with students
- D) Only contracts that have been approved by the governing body

Audit Preparedness Checklist

77

Procurement Audit-Readiness Checklist (Texas Public Entities | Bidding, Purchasing, Contracts)

1. Governance & Policy Readiness

✓ Policies & Procedures

- Procurement policies are current, approved, and accessible
- Policies reference applicable statutes (2 CFR 200, Local Gov't Code, Gov't Code, etc.)
- Competitive procurement thresholds are clearly defined
- Emergency, sole-source, and cooperative purchasing rules are documented
- Conflict-of-interest and ethics requirements are included in procurement policy

✓ Roles & Authority

- Purchasing authority is clearly delegated in writing
- Central purchasing role vs. departmental roles are defined
- No single employee controls request, approval, award, and payment
- Evaluators and approvers are formally designated

2. Competitive Bidding Readiness

- ✓ Planning & Solicitation
 - Procurement method matches dollar thresholds
 - Procurement planning is documented for major purchases
 - Specifications are **vendor-neutral** and justified
 - “Brand name only” specs include written justification
 - Independent Estimate completed
 - Solicitation timelines meet posting and notice requirements
- ✓ Bid Documentation (Auditors will ask for this documentation)
 - Complete solicitation file exists (RFP/IFB/RFQ)
 - All addenda, Q&A, and notices retained
 - Bid opening or receipt documented
 - All bids/proposals retained (including non-awarded)

3. Evaluation & Award Controls

- ✓ Evaluation Process
 - Evaluation criteria established **before** bids are opened
 - Evaluation committee members documented
 - Scoring sheets completed, signed, and dated
 - Best-value decision rationale documented
 - Tie-breakers or deviations clearly explained
- ✓ Conflict of Interest Compliance
 - Conflict-of-interest forms on file for:
 - Evaluators
 - Decision makers
 - Contract approvers
 - Vendors
 - Forms are **complete, signed, and dated**
 - Disclosures reviewed **before** recommendation
 - Mitigation actions documented, if applicable

4. Sole-Source & Emergency Purchases

- ✓ Justification & Approval
 - Written sole-source justification prepared **before purchase**
 - Market research documented
 - Emergency purchases justified with facts, not convenience
 - Emergency declared only when truly unforeseeable
 - Post-emergency procurement reviewed and documented

5. Contract Execution & Management

- ✓ Contract Formation
 - Contract executed **before work begins**
 - Contract reflects bid terms and pricing
 - Legal and required approvals obtained
 - Contract term, renewal options, and limits defined
- ✓ Contract Monitoring
 - Central contract repository maintained
 - Expiration dates tracked
 - Spend monitored against contract limits
 - Amendments and change orders documented and approved
 - Change orders do not improperly expand scope

6. Invoice & Payment Controls

✓ Invoice Review

- Invoices matched to contract or PO
- Pricing verified against bid/contract terms
- Deliverables confirmed before payment
- Receiving documentation retained
- Overages reviewed and approved

✓ Payment Authorization

- Payment approvals segregated from procurement
- Invoices dated after approval and delivery
- No retroactive approvals without justification
- Manual overrides documented and reviewed

**Resources:
Texas Government Code**

Texas Government Code §2252.152

Contracts with Foreign Terrorist Organizations

This statute prohibits governmental entities, including school districts, from contracting with companies that are engaged in business with Iran, Sudan, or any foreign terrorist organization.

The Texas Comptroller's Divestment Statute List: [Divestment Statute Lists](#)

- Designated Foreign Terrorist Organizations – updated December 2025
- Scrutinized Companies with ties to Foreign Terrorist Organizations – August 2025
- List of Financial Companies that Boycott Energy Companies – updated August 2025
- Companies that Boycott Israel – updated November 2025
- Scrutinized Companies with ties to Iran – updated December 2025
- Scrutinized Companies in Countries of Concern – added December 2025

Texas Government Code §2252.908

Disclosure of Interested Parties

House Bill 1295 (2015) required business entities entering into certain contracts with governmental entities or state agencies to disclose interested parties via the website managed by the Texas Ethics Commission (Form 1295).

- **A business entity must file Form 1295 when entering a contract that:**
 - Requires an action or vote by the governmental body, or
 - Has a value of at least \$1 million.
- **The governmental entity must log in to the Texas Ethics Commission website and acknowledge receipt of the filed Form 1295 no later than the 30th day after the date the contract binds all parties**
- Publicly traded companies are exempt

Texas Government Code §2253.021 Performance and Payment Bonds

A governmental entity that makes a public work contract with a prime contractor shall require the contractor, before beginning the work, to execute to the governmental entity:

- A **performance bond** if the contract is in the excess of **\$100,000**
 - The performance bond is solely for the protection of the governmental entity
 - The performance bond is in the amount of the contract
 - The performance bond is conditioned on the faithful performance of the work
- A **payment bond** if the contract is in the excess of **\$25,000**
 - The payment bond is solely for the protection and use of beneficiaries who have direct contractual relationship with the prime contractor or a subcontractor to supply public work labor or material

Texas Government Code §2254.002, Professional and Consulting Services

Professional services means services provided in connection with the professional employment or practice of a person who is licensed or registered as:

- A certified public accountant
- An architect
- A landscape architect
- A land surveyor
- A physician, including a surgeon
- An optometrist
- A professional engineer
- A state certified or state licensed real estate appraiser
- A registered nurse, or
- A forensic analyst or forensic science expert

Texas Government Code §2254.004, Architects, Engineers & Land Surveyors

In procuring **architectural, engineering, or land surveying services**, a governmental entity shall:

- First select the **most highly qualified** provider based on demonstrated **competence** and **qualifications**; and
- attempt to **negotiate** with that provider a contract at a **fair and reasonable price**

If a satisfactory contract cannot be negotiated with the most highly qualified provider, the entity shall formally end negotiations with that provider, then select the next most highly qualified and attempt to negotiate a fair and reasonable price. The entity shall continue the process to select and negotiate until a contract has been established.

Resources: Local Government Code

Local Government Code 176 – Conflict of Interest Disclosures

Form CIQ (Conflict of Interest Questionnaire)

- For vendors doing business with local government entities

Form CIS (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 government entity; a **director, superintendent, administrator, president, or an agent of a local governmental entity who exercises discretion in the planning, recommending, selecting, or contracting of a vendor.**
- List gifts accepted during the 12-month period in the aggregate that exceed \$100 in value

Local Government Code 271 – Purchasing and Contracting Authority of Municipalities, Counties, and Certain Other Local Governments

Under Local Government Code 271.101 – “Local government” means a county, municipality, special district, school district, junior college district, regional planning commission, or other political subdivision of the state.

Subchapters F & G – Allows school districts to use cooperative purchasing programs, Federal supply schedules, and local government purchasing networks such as:

Buy Board

Choice Partners

Other statewide or national cooperatives

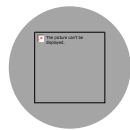
Resources

Local Board Policies

HCDE'S LOCAL BOARD POLICIES



[Policy Code CAA – Fiscal Management Goals and Objectives: Financial Ethics – Harris County Department of Education Board Policy Manual - Policy Online](#)



[Policy Code CBB – State and Federal Revenue Sources: Federal – Harris County Department of Education Board Policy Manual - Policy Online](#)



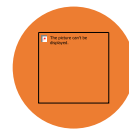
[Policy Code CH – Purchasing and Acquisition – Harris County Department of Education Board Policy Manual - Policy Online](#)



[Policy Code CHE – Purchasing and Acquisition: Vendor Disclosures and Contracts – Harris County Department of Education Board Policy Manual - Policy Online](#)



[Policy Code CJA – Contracted Services: Background Checks and Required Reporting – Harris County Department of Education Board Policy Manual - Policy Online](#)



[Policy Code CV – Facilities Construction – Harris County Department of Education Board Policy Manual - Policy Online](#)

[HCDE's Financial Operating Guidelines \(FOG\)](#)

What
questions do
you have?



Thank you!

Edna E. Johnson, Ed.D., CTCM, RTSBA

edna.johnson@hcde-texas.org

713-696-2104

Jorge A. Garza

jorge.garza@hcde-texas.org

713-696-8201

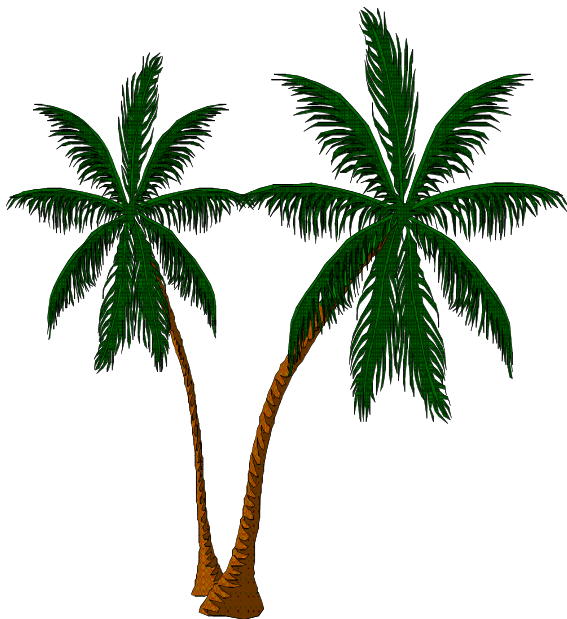
Brenda Del Valle

brenda.Delvalle@hcde-texas.org

713-696-8249

SUMMER SESSION 2026

BEST PRACTICES IN PURCHASING



SPEAKER:

Jesus Amezcua

Financial and Purchasing Playbook

Best Practices and thoughts

Dr. Jesus Amezcua

jamezcuacpa@gmail.com

956-324-9827

About your Speaker today,

- 10 Rings
- 39+ years of experience
- CFO – Internal Auditor
- Asst Supt
- Superintendent
- Finance Director
- City
- School District
- County ISD
- University
- Private

HS, BA, MBA, Mpaac, MIL, PhD, CPA, RTSBA. CPFIM, Supt.



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

jamezcuacpa@gmail.com

Dr. Jesus J. Amezcua has spent over 39 years in school business. Amezcua holds a bachelor's degree in business and accounting from Tarkio College, a master's degree in business administration, accountancy and logistics from Texas A&M International University and a doctorate in education administration from Texas A&M University. In 2009, he worked as chief financial officer at Laredo Independent School District. Amezcua's achievements include earning multiple certificates of achievement for financial reporting and excellent budget document awards.

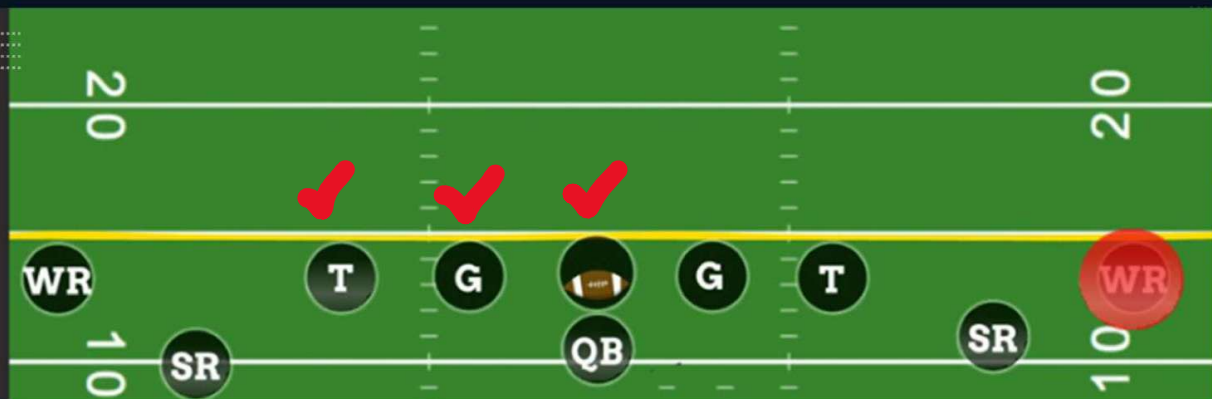
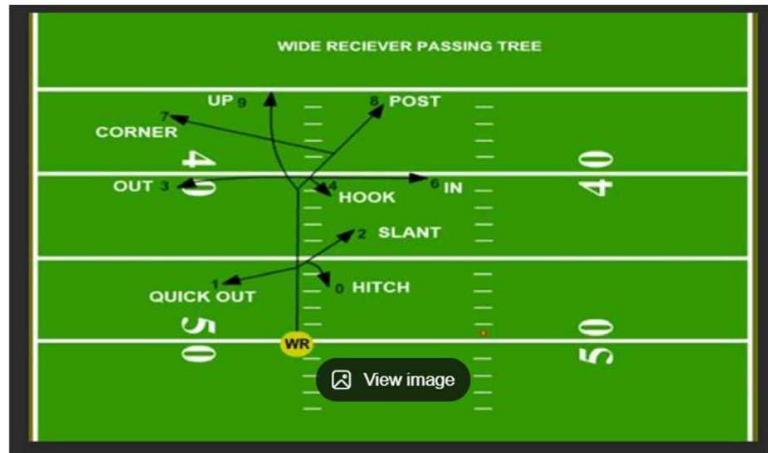


Top 50 Things to consider and rules

- Everyone has a playbook and rule book or best practices.
- These are mine – working with Superintendents, CFOs , Auditors, School Board Members, Community, etc.

3 Routes

- Everyone has a route to run.
- What is your route?
- Function, purpose and focus
- Not everyone can be the # 1 or # 2 receiver- after there is only one ball



4 Team Approach

- The team is more important than the individual
- Individual effort is great, but not at the expense of the team.
- Everyone has a job to do and they need to do it in Unisom. Do not take plays off. No Friday night players.

#5 Continuous improvement

Small steps in the right direction

Many times in education, we seek immediate success and not sustained success.

I recall working out and gaining strength . Some 5 pounds at a time.

6 Poised

- Sudden Blitzes
- Change

Often, we have a 3rd and long at your 5 yard line and a blitz is coming.

My coach would tell us to be poised just like a duck.

Sample – Board – Community Challenges Internal Challenges, etc.



7 Recruit a Dennis Rodman

- Steady
- Someone who plays defense and gets the job done.



Here are some **key statistics for Dennis Rodman** during his NBA career:

- **Points per game:** Average of 7.3 points. [↪ 1](#)
- **Rebounds per game:** Average of 13.1 rebounds. [↪ 1](#)
- **Assists per game:** Average of 5.0 assists. [↪ 1](#)
- **Defensive Player of the Year awards:** 2 wins.
- **NBA Championships:** 5 titles. [↪ 1](#)

#8 Learn from successes but also from failure

- I recall that I worked on an RFP with political implications. I did not handle it right because it became a circus, and often you have to remember to replay and reflect to determine what you did wrong. And fix it for next time



9 Listen more than talk

- Early in my life, my father and mother taught me to listen for instructions and pay attention at all times.
- And think . Wait until you are ready to offer value.
- Don't be too ready to talk.
- Never let the other person know what you are thinking.



10 Be practical when needed and technical when needed

- **My father** was an analytical person and a technical person. He would do the pros and cons and plan the action.
- **My mother** was more practical. She would see what makes sense and make a decision without too much thinking
- I recall I played defense and offence. In offense you are taught to think of the play and defense you are taught not to think by to react and chase.



#11 80/20 Gut feeling

- Once you analyze all the facts and reach 80%
- Then trust your gut
- I recall an insurance RFP – an internal audit recommendation and I was asked for my recommendation.
- My ACM says to me NO GUTS no Glory!

**no
guts
no
glory.**

#12 in Life there are no book answers – like in school

- The difference between Working and studying

We don't get to have a solutions manual.



Often, we need to decide whether we are correct now or later. Situation is a matter of time.

#13 Adapt to situations

- We all often **must adapt to various situations.** It is part of adjusting in a game, at work and in life.
- In there is something that it certain, is that we will have changes in our career.



14 Understand your audience and community

- **GO around the department,** the school, the community to find out what is important



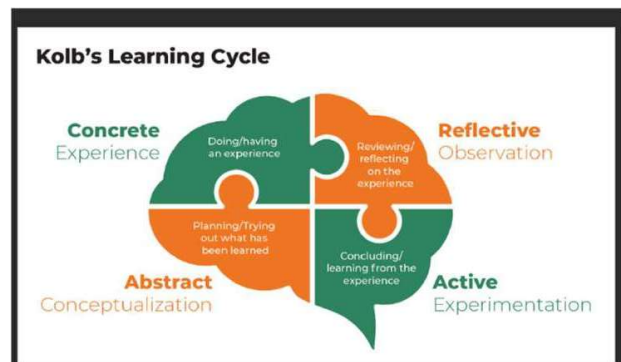
15 Develop a coaching style

- Had six major types:
- ACM 1 – Tell me a story
- ACM 2 – Bottom line
- CM – Analytical
- Supt – Heart
- Supt 2 Laissez Faire
- Supt 3 Visionary



16 Always in learning mode

- You are always in learning Mode. We can learn or else there is nothing to improve and Develop.
- I thought that I can learn from someone that did not have govt knowledge. You can still learn how not to do it.



#17 Motivate your team

- Everyone needs motivation –
- All human beings need motivation –it is a human emotion- Just look at the Baseball Classic

SUCCESS IS NO ACCIDENT.
It is hard work, perseverance,
learning, studying, sacrifice
and most of all, **love** of what you are doing.
- Pele

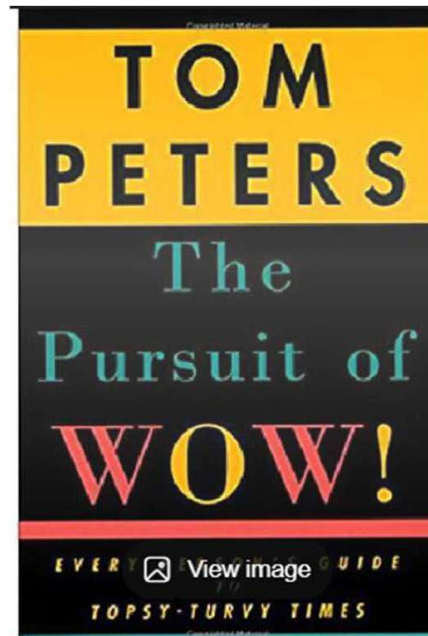
18 Connect to the Organization Goals

- You must connect to your organizational goals.
- You have to decide if working for your organization is what you are.
- **Impactful**
- **Can I support it!**



#19 Create WOW projects

- A beautiful and awesome project
- Pinnacle Award
- Eagle Award
- Create a WOW TEAM



20 Know your Boss

- How do they want their steak Cooked?



21 Know your colleagues and staff

- Get to know their families and likes.
- Who has an allergy
- Who likes donuts
- Who likes coffee
- Who does not like eggs



22 Think like an auditor

- If you do, you will be ready for an audit.
- What would an auditor like to see? Due Diligence



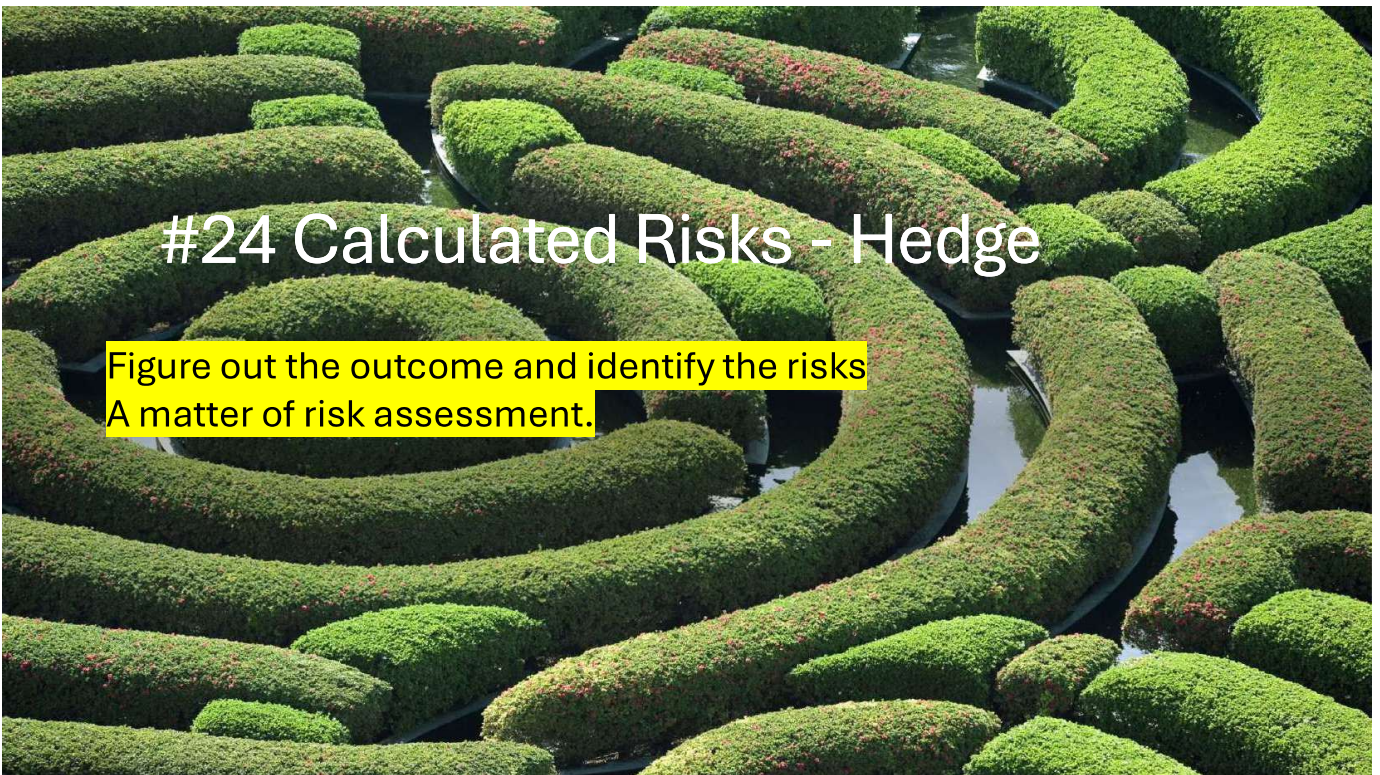
#23 Its all about public funds

- Deposit = public funds
- We are all in a fish bowl
- All monies are public



#24 Calculated Risks - Hedge

Figure out the outcome and identify the risks
A matter of risk assessment.



#25 Go Long

- Take a chance
- Take a shot in the end zone
- Innovate, and take an opportunity to improve dramatically
- New Project
- New Bond
- New Process



#26 Go short

- Early wins and short yardage
- Small and easy wins and processes and changes
- Gauge the temperature and determine if ready
- Ground game.
- If you gain 4 yards each time, you will never put.



27 Back to fundamentals

- When in doubt
- Focus on the basics
- Fundamentals
- Revisit procedures and evaluate



#28 Take care of Food and Maslow's needs

- Food is very important to me.
- Breakfast is the most important meal of the day.
- So is lunch and dinner.
- People do better with meeting their needs



#29 Fish Bowl - Transparency

- We are in a fish-bowl
- Everything that you do is in the public eye.
- Be transparent.



30 Empower but monitor

- Empower staff if they are Ready.
Some folks want empowerment and
Some do not. Figure out who they are.
Some folks like a matrix and are not ready
for empowerment.



#31 MBWA

- Manage by
- Wondering around
- What to provide what the other person needs to be successful.



32 Two-way lane

- Highway to the top
- Highway to the bottom
- Identify how to provide information
- In both lanes. Different approach depending
On channels.



33 Speed and pace

- Determine the speed and pace
- I recall being a first time CFO and folks would tell me to pace myself and slow down.
- They did not want to change the status quo. I worked with my mentors to reach a suitable approach.



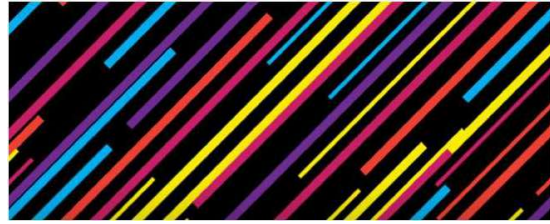
#34 Change your view – move your desk

- Change your angle
 - Look at alternative ways to
- View the process from someone else's eyes.



#35 Understand the line

- Identify the line
- A Supt asked me. Your job I to tell me that there is a line that I need to be aware, and determine if I need to cross or not.



36 Check what is important

- Monitor and check what is of value and priority

I.e. Collateral
RFP evaluations
Contracts
Etc



#37 Think with your heart and act with your mind

A supt asked me once to do what is right for children with your heart and do what is best for kids.

#38 you have one boss and your boss has 7 bosses

- A supt asked me that she had 7 bosses and that I had only one.



39 Free agency vs the portal

- Time to recruit- We are always looking for talent.
- And Talent needs to be developed.
- Take time to develop even the stars of the game.



#40 Learn with legacy in organization

Work with those that have been in the organization and learn from them . Keep the good and learn from the bad.

41 Golden Rule or Platinum Rule

- How do you want to be treated?
- How do they want to be treated?



42 Hall of Fame celebrations

- Celebrate wins
- Celebrate Staff
- Recognize and Honor. Respect
Be genuine.



43 Your thinking is yours only – not everyone's

What you are thinking is for you and not for others.

Everyone wants to know what you thinking but it is often better to keep your thoughts until you are ready to share.



#44 Noone can tell you how to think

- You are your own person.
- Do not be influenced to change your values.



#45 Do you care?

- Can you teach someone to care?
- Example on how to care.



#46 Take care of yourself

- Take time to care for yourself.



#47 Collaborate

- Collaborate with everyone.
- Show initiative.



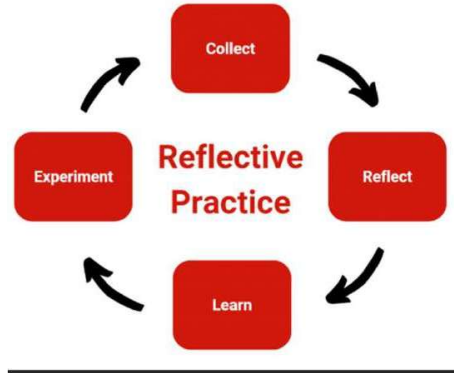
#48 Be ready at all times

- Be ready at all times
- Board, Meeting, job, etc.



49 Reflect

- Reflect in action
- Reflect on action
- Reflect for action



50 Document Document Document

- Always document
- Due Diligence

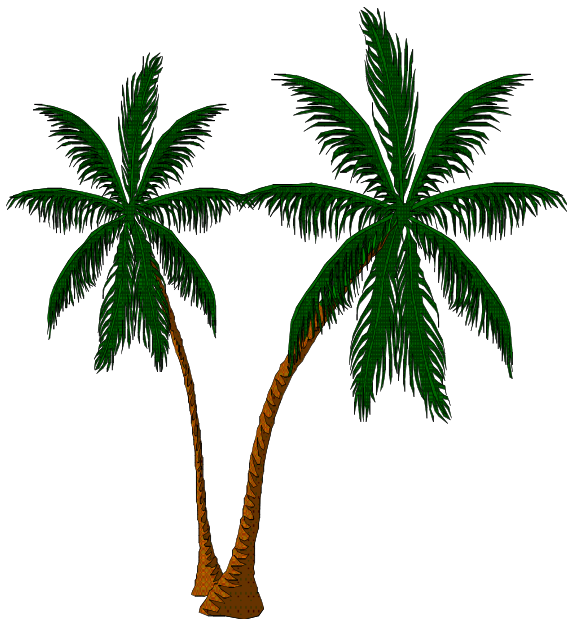


What questions do you have?

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SUMMER SESSION 2026

NEGOTIATIONS



SPEAKER:

Mark Rogers

Negotiations: The Art of Compromise

Mark J. Rogers, C.P.M.

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

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

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

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

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”

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

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

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

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

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

Mark J. Rogers, C.P.M.

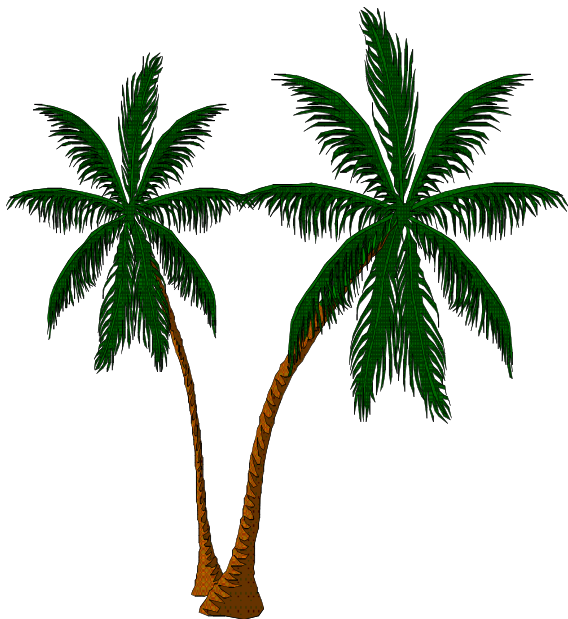
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SUMMER SESSION 2026

TEXAS ATTORNEY GENERAL—BID RIGGING AND OTHER ANTITRUST VIOLATIONS



SPEAKER:

Josh Ciampi



KEN PAXTON
ATTORNEY GENERAL *of* TEXAS

Bid-Rigging and Other Antitrust Violations

Josh Ciampi
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the Attorney General of Texas
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1



Disclaimer

The views expressed in this presentation do not necessarily
reflect those of the Office of the Attorney General.

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Topics Covered

Background

What is antitrust law, and why is competition important?

Anticompetitive Agreements

What type of agreements does Antitrust law prohibit?

Bid-rigging

What is it and how can you guard against it?

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What is Antitrust?

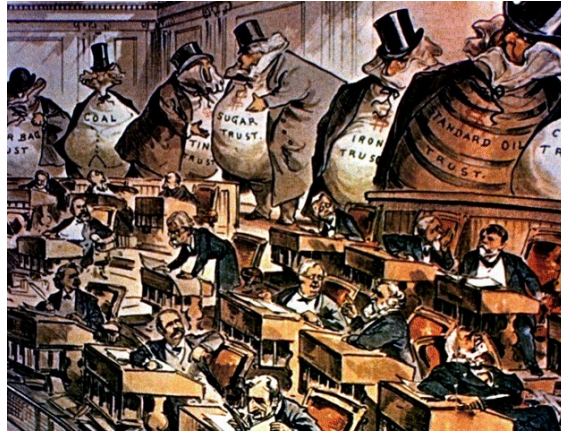
- The “trust” in antitrust describes a group of companies operating together as a monopoly.
 - When trusts are formed in an industry, competition is removed from the equation.
 - Companies in trust make more money at the expense of consumers.

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History of Antitrust



Monopolies or “trusts” dominated the national economy and wielded enormous political power in the late 1800s

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Why is Competition Important?

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....”

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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



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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.

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What Does Antitrust Prohibit?

Three primary types of antitrust violations:

1. Anticompetitive agreements (including bid rigging)
2. Monopolization
3. Illegal mergers

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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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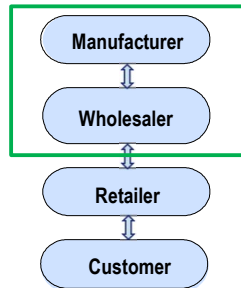
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Types of Anticompetitive Agreements

Vertical Agreements

Typically less suspect



Examples:

- Resale Price Maintenance
- Tying

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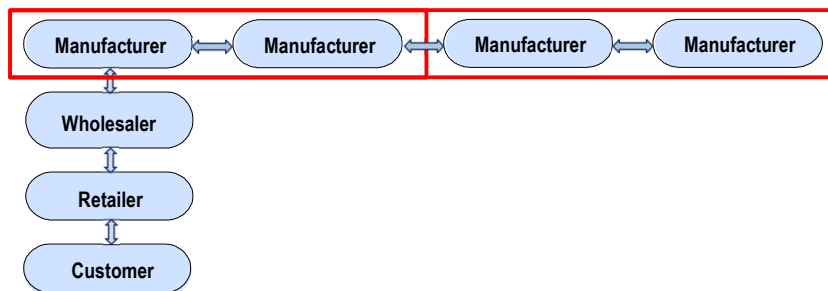
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Types of Anticompetitive Agreements

Horizontal Agreements

Inherently suspect



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Types of Anticompetitive Agreements

- Horizontal Agreements
 - Price Fixing
 - Market Allocation / Customer Allocation
 - Group Boycott (Concerted Refusal to Deal)
 - Bid Rigging

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Types of Anticompetitive Agreements



Agreements to set prices

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Types of Anticompetitive Agreements

- Horizontal Agreements
 - Price Fixing
 - **Market Allocation / Customer Allocation**
 - Group Boycott (Concerted Refusal to Deal)
 - Bid Rigging

15

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Types of Anticompetitive Agreements



Agreements to allocate the market

16

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Types of Anticompetitive Agreements



Agreements to allocate the customer types

17

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Types of Anticompetitive Agreements

- Horizontal Agreements
 - Price Fixing
 - Market Allocation / Customer Allocation
 - **Group Boycott (Concerted Refusal to Deal)**
 - Bid Rigging

18

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Types of Anticompetitive Agreements



Agreements to refuse to deal

19

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Types of Anticompetitive Agreements

- Horizontal Agreements
 - Price Fixing
 - Market Allocation / Customer Allocation
 - Group Boycott (Concerted Refusal to Deal)
 - **Bid Rigging**

20

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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

21

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Bid Rigging Terminology

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22

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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

23

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Bid Rigging Terminology

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 ↑

24

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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 the end of the school year.

Vendor	Bid
Anthony	\$95 ↑
Billy	\$150 ↑
Chris	\$75*

25

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Bid Rigging Terminology

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

26

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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

27

27



Bid Rigging Terminology

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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

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Bid Rigging Terminology

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

31

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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

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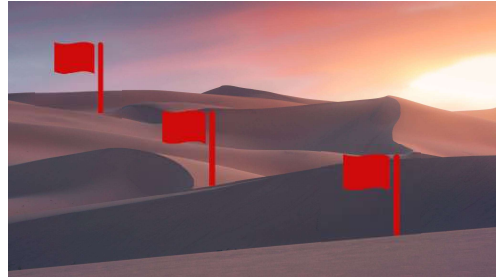


Red Flags Part 1: Conditions Favorable to Collusion



- 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.



35

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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



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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
- Line items are close, except one or two crucial ones from losing bidders are much higher
- Suspicious explanations for price increases



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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



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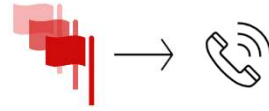
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Guarding Against Collusion

What Can You Do About Collusion?

- Be aware of the red flags; contact us if you suspect 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.



39

39



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).

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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

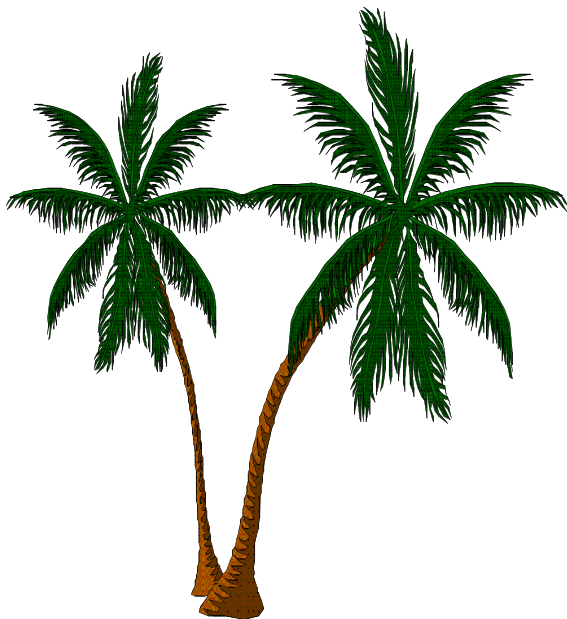
Paige Etherington: (512) 803-6587, josh.ciampi@oag.texas.gov

www.texasattorneygeneral.gov/divisions/antitrust-division

41

SUMMER SESSION 2026

SPECIFICATION WRITING



SPEAKER:

Mark Rogers

Specifications

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What are they?

- Clear, thorough description of product or service

Why are they needed?

- Essential to competitive process
- Means of communication
- Necessary for evaluation

What should be included?

- Functions
- Features
- Dimensions
- Grade or Quality
- Color
- Warranty
- Means for testing
- Intended use

3

What types are most commonly used?

- “Or equal”
- Performance is ideal
- Qualified product list
- Brand name only / No substitutions
- Design or engineering
- Sample
- Federal Specification
- State of Texas
- Hybrid

4

“Or equal”

- Most common
- Include disclaimer
Example: Brand and manufacturer names are used to establish quality and characteristics of merchandise required, and not to exclude other products of equal quality and characteristics.
- Never reference private label or store brand

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Performance is ideal

- Describes which functions must be performed
- Example: Copier must be capable of:
 - 180,000 copies per month
 - 70 copies per minute
 - reducing legal to letter
 - handling 16# to 32# paper
 - handling plain paper transparencies
 - Semi-automatic document feeding
 - Electronic copy accounting with at least 200 access codes
 - Automatic duplexing
 - Feeding from multiple trays allowing as many as 1500 copies to be made without reloading

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Qualified product list

- Only bids for tested/approved products are considered
- Prior to solicitation, test many products simultaneously
- Allows for prompt evaluation & award
- No further testing until specification or product changes
- Must allow other products to be considered prior to next round of solicitations
- Qualified products list does not encourage innovation

7

Brand name only / No substitutions

- Limits competition to sellers of brand specified
- Must be justified

Design or engineering

- Details of construction, dimensions, chemical composition, physical properties, etc.

Sample

- Vendor is furnished or shown a sample of what is required

8

Federal Specification

State of Texas

Hybrid

- Includes elements of more than one type of specification

9

Who prepares?

- Staffing
- Expertise

Minimum Specifications

- Compromise to get best value
- Example: user requires vehicle... We obtain specifications from three different manufacturers. One offers a 6900 lb GVWR, the second 6800 and the third, 6750. Do we have to have a 6900 lb GVWR to do the job? If not, we probably would set our minimum gross vehicle weight rating at 6750. We are not excluding anybody unnecessarily, nor are we “watering down” our specifications.
- Next, we discover that the engine displacements offered by the three manufacturers are 460 CID, 454 CID and 360 CID. The difference between the first and second offering is not very significant, but the third offering is substantially smaller than the first two. Will an engine displacing 360 CID be adequate? If not, we should specify a minimum cubic inch displacement of 454.

11

Where can they be obtained?

- Never start from “scratch”
- Vendors
- Peers
- Federal Agencies
- State Agencies
- Professional & Trade Associations

12

Standards & Specifications

- Repetitive purchases
- Reduces variety of inventory
- Facilitates volume purchases

13

Pre-bid conference

- Timing
- Conduct
- Addendum

14

Mark J. Rogers, C.P.M.

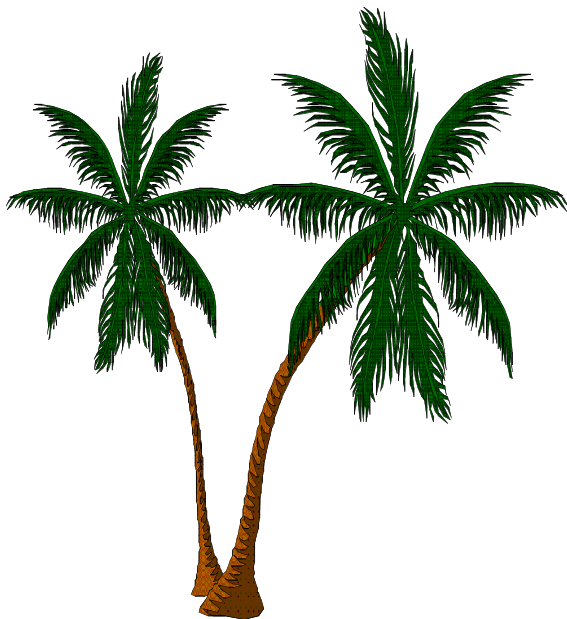
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SUMMER SESSION 2026

PURPOSE DRIVEN PURCHASING



SPEAKER:

Johnny Torres

TIPS VS. THE ALTERNATIVES

A better-supported cooperative path for the Rio Grande Valley



Co-presenters representing TIPS Construction

Trevor Hopkins, CJP

Senior Construction Consultant — TIPS Construction | NXP LLC

- ✓ Texas State Contract Manager
- ✓ Former Director of Construction, \$100M+ Texas GCs
- ✓ JOC + public cooperative strategy

Johnny 'JT' T...

JOC Field Representative & Constr...

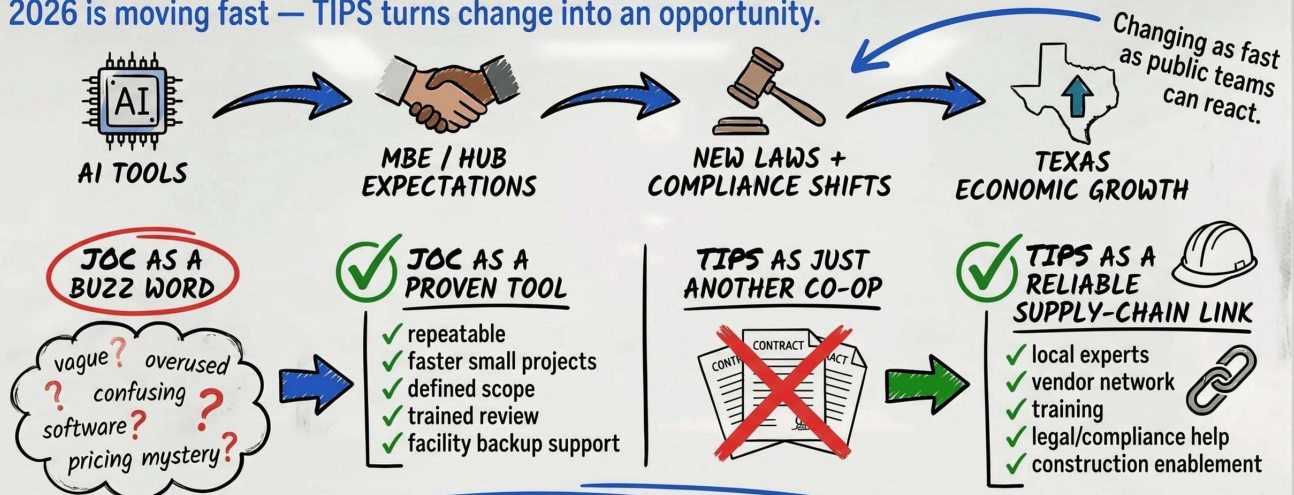
- ✓ ISM Member
- ✓ RGV market + relationship expert
- ✓ SDVOB / HUB founder, BuildTactical
- ✓ U.S. Navy Veteran

ADD JULIE — Julie Sands is the Chief Business Development Officer for TIPS Construction. With more than 25 years of experience in the Texas public sector, design, construction, industry, S... philosophy emphasizes collabor... relationship-building, and complian... of strong technical fundamentals. S... and capital programs for UNT, Lew... recently she served as the Chief of C... for Community IS...



REFRAMING THE PROCUREMENT CONVERSATION

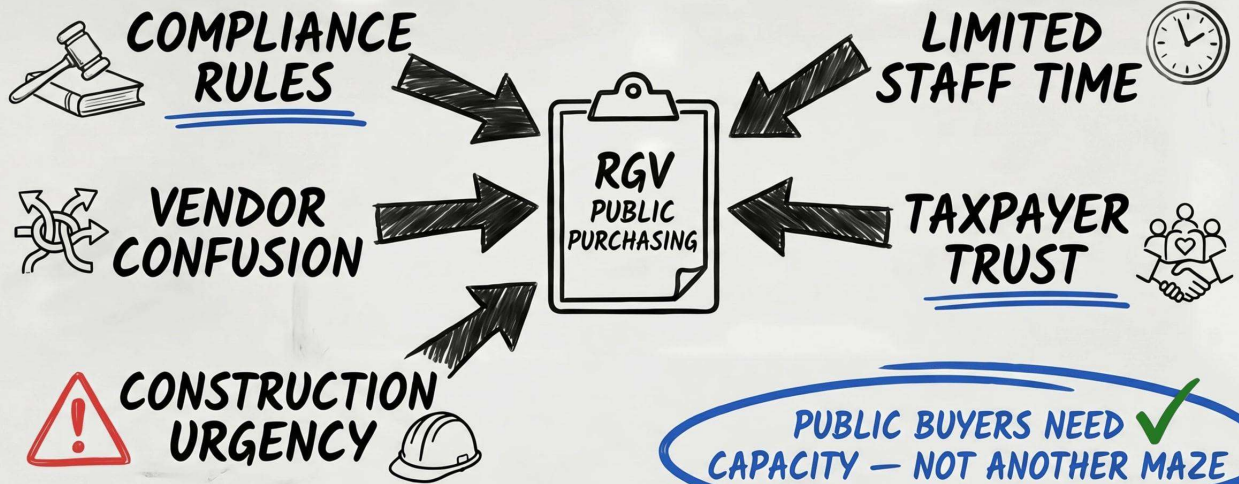
2026 is moving fast — TIPS turns change into an opportunity.



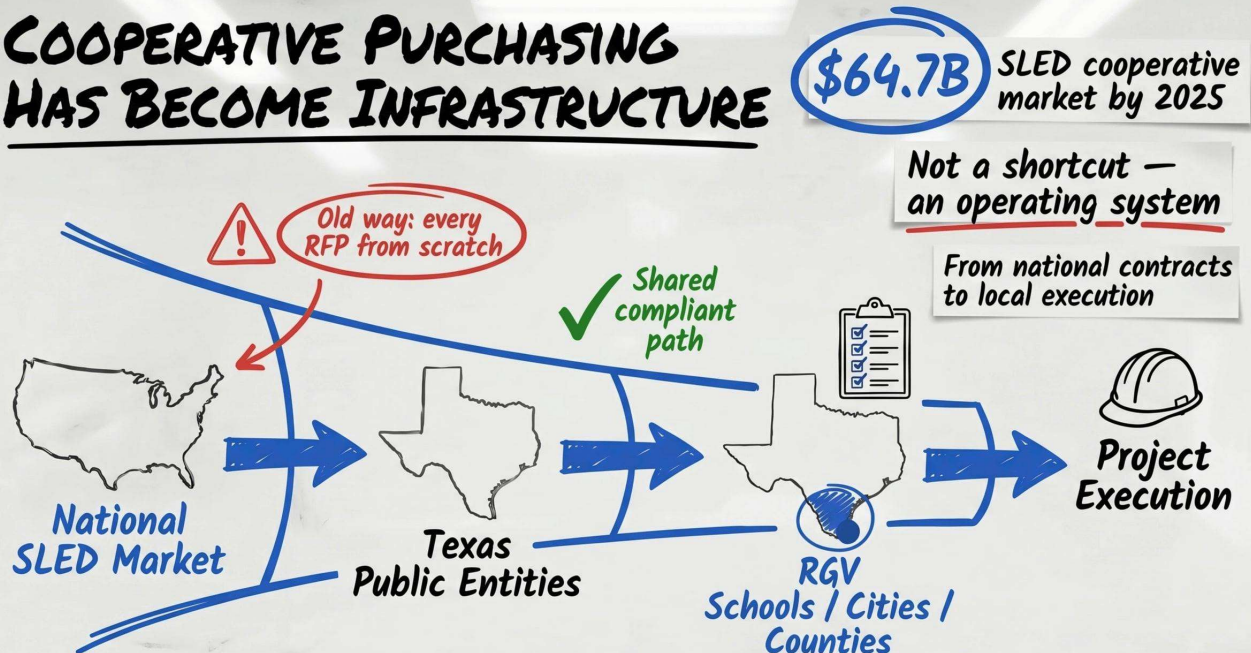
The new standard is not more procurement theory — it is supported execution.



THE ROOM ALREADY KNOWS PROCUREMENT IS HARD



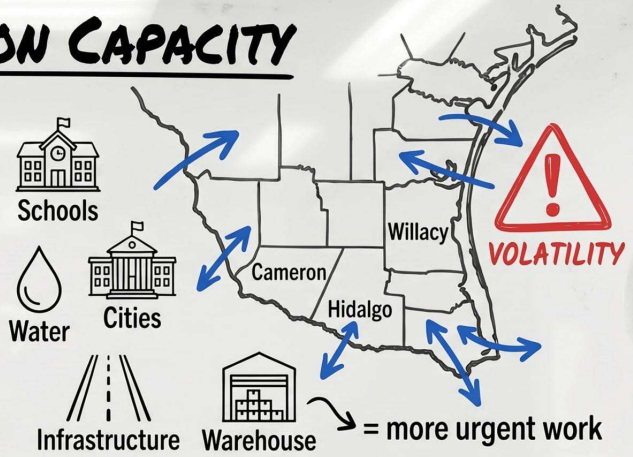
COOPERATIVE PURCHASING HAS BECOME INFRASTRUCTURE



THE RGV NEEDS EXECUTION CAPACITY

Growth is real: jobs **+2.8%** annualized in Q1 2025

Construction pressure: construction jobs **+4.7%** annualized
DEMAND



Procurement must simplify execution, not add handoffs

Growth + Complexity + Backlog = Need for Supported Execution

Data or References: Federal Reserve Bank of Dallas Rio Grande Valley Economic Indicators, Q1 2025; LRGVDC CEDS 2025–2030 describes the Lower Rio Grande Valley as fast-growing, binational, and dependent on regional collaboration and infrastructure investment.



“BuyBoard Is Useful; TIPS Is Built for Construction Enablement”

Insight: Not either/or — use the right tool for the job.

BuyBoard: strong default lane

- catalog-style buying
- trusted Texas cooperative
- **2% vendor service fee on transmitted POs**
- rebate story

hidden friction

routine purchasing



TIPS: construction enablement lane

- local experts + training ✓
- specialty trades + 4,000 vendor network ✓
- legal/compliance support ✓
- simplifies construction decisions ✓

support + training



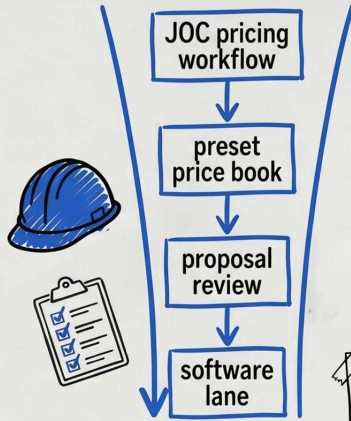
construction projects

faster project execution

TIPS reduces the construction burden — not just the contract search.

GORDIAN SOLVES ONE PROBLEM; TIPS SOLVES THE FRICTION STACK

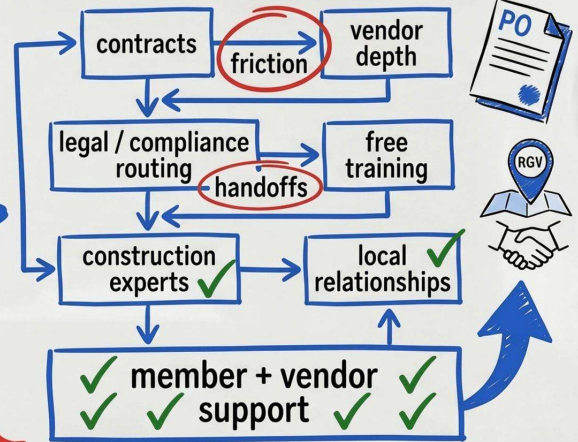
GORDIAN / EGORDIAN



FRICTION STACK

Not either/or — choose the tool that reduces the most friction.

TIPS



TIPS TURNS COMPLIANCE INTO USABLE CAPACITY

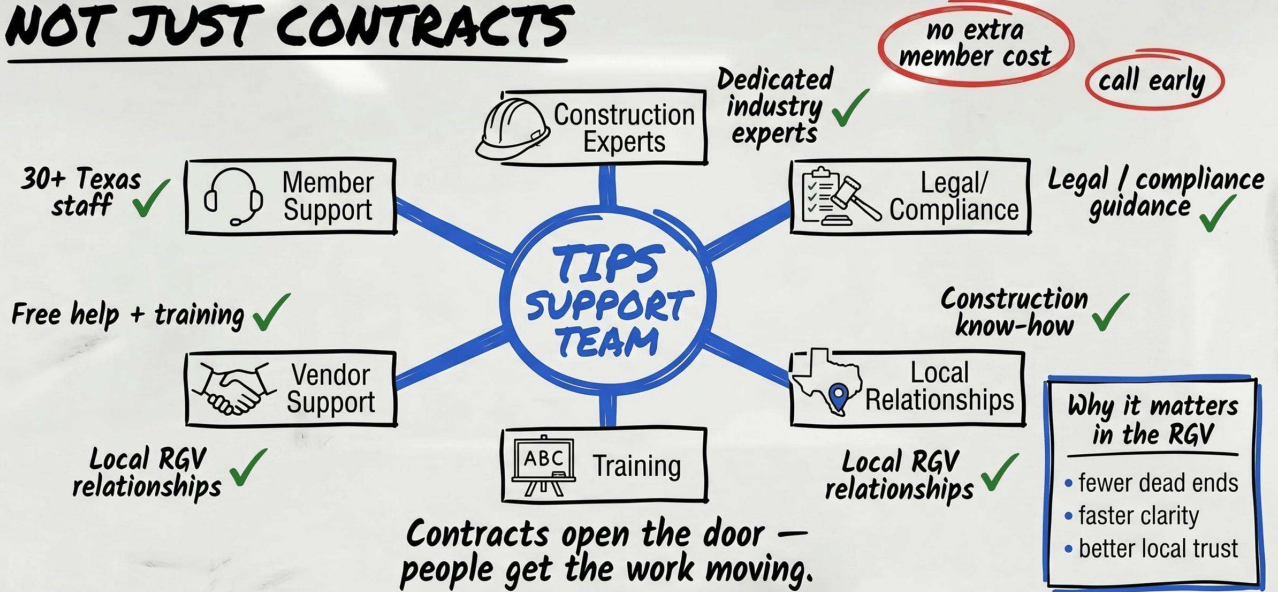
TIPS supports the path — local policy still governs.



Compliance + Support = Usable Capacity

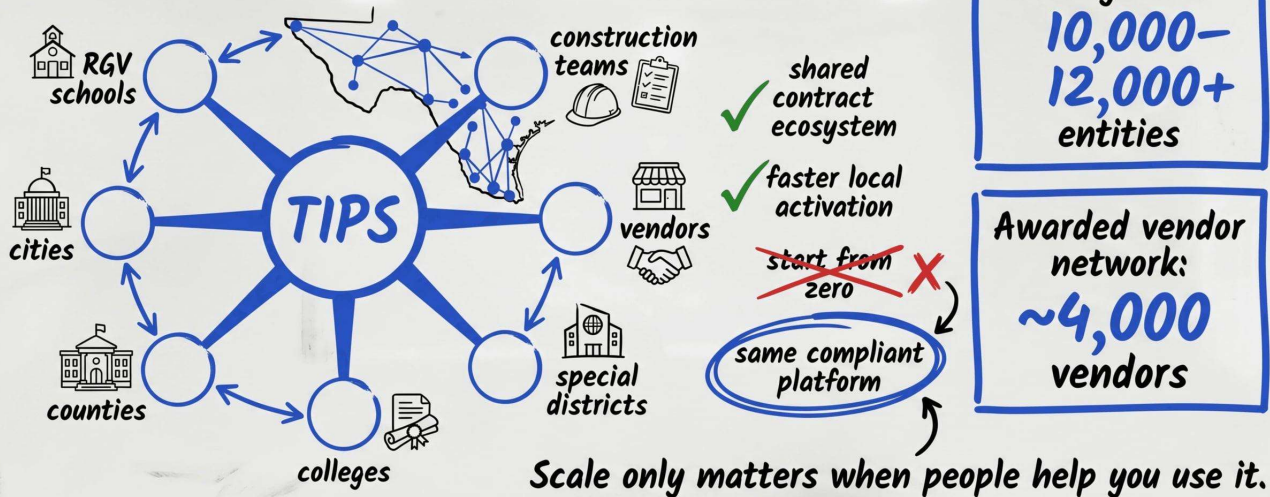
Less chasing. More executing.

THE DIFFERENTIATOR IS PEOPLE, NOT JUST CONTRACTS

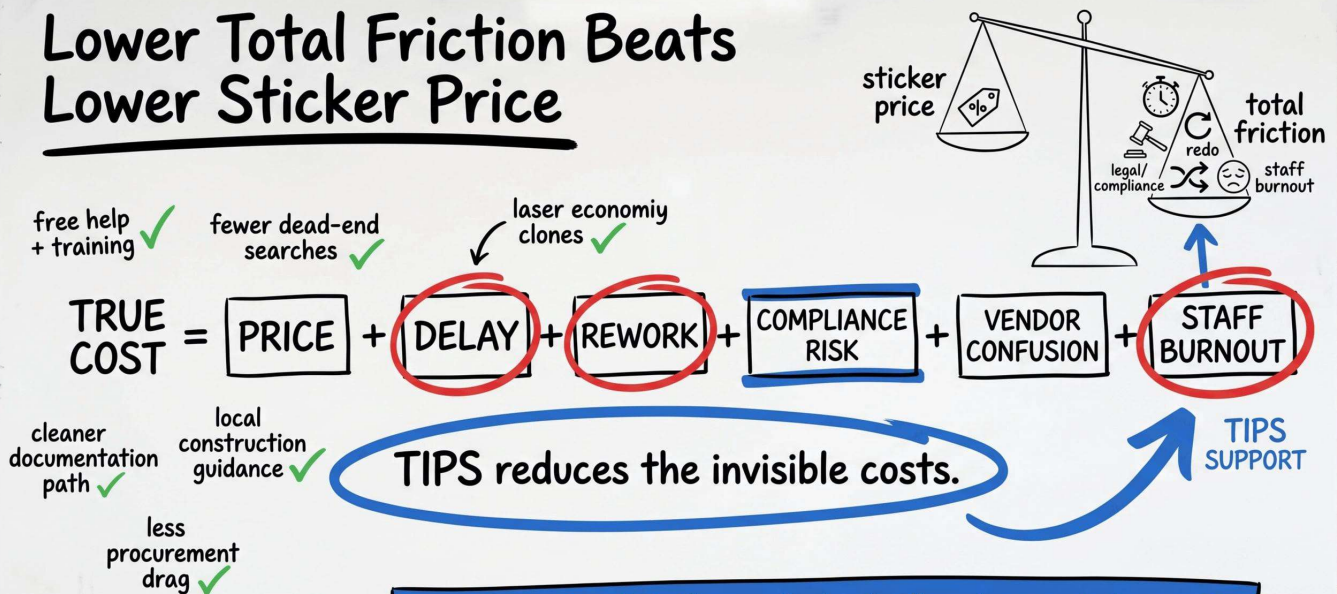


THIS SLIDE RESERVED FOR JULIE, WAITING FOR HER CONTENT

SCALE CREATES A LOCAL NETWORK EFFECT



Lower Total Friction Beats Lower Sticker Price



The cheapest path is the one that actually gets executed correctly.

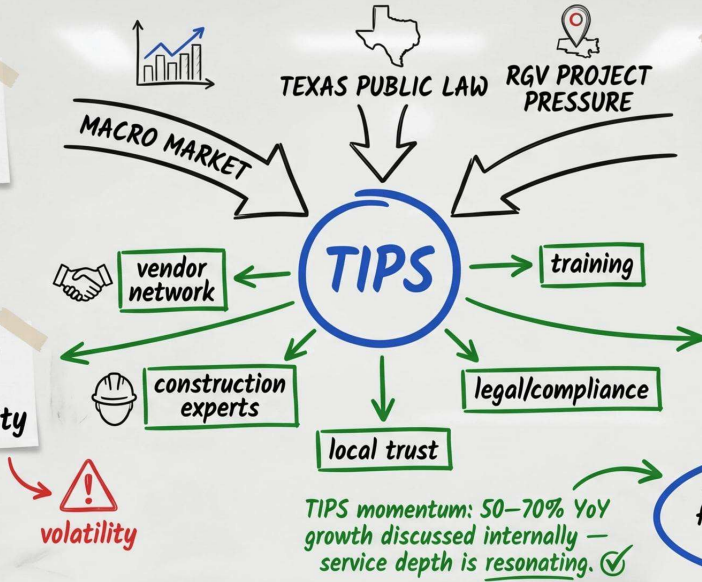
WHY TIPS FITS ISM-RGV RIGHT NOW

1. Co-ops are now core SLED infrastructure

2. Texas interlocal buying rewards efficient collaboration

3. The RGV needs construction execution capacity

4. TIPS adds people + contracts + local relationships



volatility

TIPS momentum: 50-70% YoY growth discussed internally — service depth is resonating. ✓

Support-heavy cooperative for a volatile, construction-heavy market.

Make TIPS the First Construction Call

Practical behavior-change recommendation, ISM-RGV public purchasing leaders

Before the next construction solicitation, emergency repair scramble, specialty-trade search, or facilities backlog workaround — call TIPS early.

- ✓ 1. Identify the project need
- ✓ 2. Call TIPS early
- ✓ 3. Match contract + vendor path
- ✓ 4. Route documentation
- ✓ 5. Execute with support

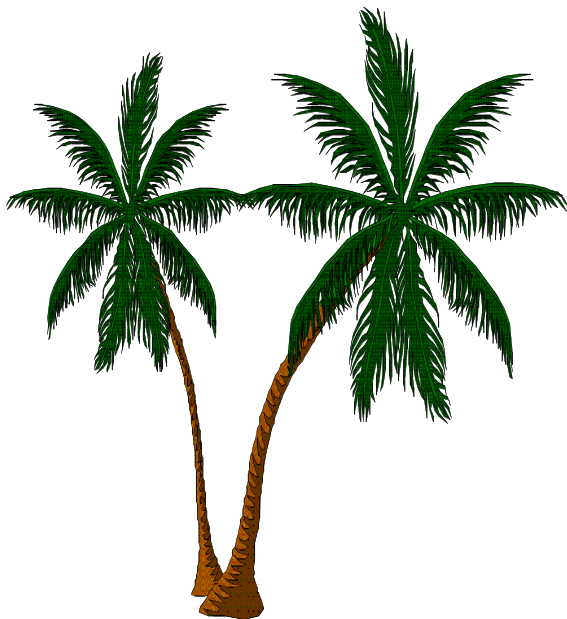


TIPS does not lower standards — it helps teams meet them with less burden.

Simpler path. Better support. Faster public work.

SUMMER SESSION 2026

ETHICS



SPEAKER:

Mark Rogers

Ethics

Mark J. Rogers, C.P.M.
markjeffreyrogers@gmail.com

Ethics

- Vendor treatment
 - Fair
 - Consistent in treatment of late bids, requests for “in house” checks, etc.
 - Time stamp, log in, witness
 - Race, creed, color, appearance

Ethics

- Don't berate vendor or institution
- Vendor is valuable resource
- Thin margins
- Keep in business - not adversary
- Sample requirements
- Over-shipments
- Special orders

Mark J. Rogers, C.P.M.

3

Ethics

- 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.

4

Ethics

- Vendor support for professional development activities
- Encourage communications early
- Specifications development

Mark J. Rogers, C.P.M.

5

Ethics

- Emphasize importance of surfacing spec problems early
- “Or equal” disclaimer
- Inform vendor of quality, timely expectations

Mark J. Rogers, C.P.M.

6

Ethics

- Make certain vendor is aware of all requirements
 - Training
 - Delivery, lack of elevator, multiple locations, as needed shipments etc.
 - Installation

Mark J. Rogers, C.P.M.

7

Ethics

- Work with vendor on payment problems
- Don't handhold
- Buying used equipment
- Develop "doing business with" website or brochure

Mark J. Rogers, C.P.M.

8

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

Mark J. Rogers, C.P.M.

9

Ethics

- Vendor references—get them and check them—document results
- Product endorsements vs product references
- Services are often prototypes
- Cooperative purchases

Mark J. Rogers, C.P.M.

10

Ethics

- All or none bids
- Industry standard delivery
- Alternate bids

Mark J. Rogers, C.P.M.

11

Ethics

- M/WBE
- Enforcement
 - Warranty
 - Price escalation

Mark J. Rogers, C.P.M.

12

Ethics

- Change order “tail and dog”
- Negotiations
- Share user surveys with vendors
- Fax or e-mail quote instead of phone

Mark J. Rogers, C.P.M.

13

Ethics

- Gifts, entertainment, etc.
- Public information
- RFP cautions

Mark J. Rogers, C.P.M.

14

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.

Mark J. Rogers, C.P.M.

15

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.

Mark J. Rogers, C.P.M.

16

Code of Ethics

5. 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.

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.

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

Ethics Questionnaire

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

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

Ethics Questionnaire

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
 - c) 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

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

Ethics Questionnaire

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

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
 - c) grant the price increase, if he can submit evidence to support his claim of an error in bidding, provided that the adjusted price is lower than the next lowest bid

Ethics Questionnaire

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
 - b) reward the order to the lowest bidder and negotiate whatever price adjustment or modification of the specification is necessary to reach agreement
 - c) 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

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 re-advertise

Ethics Questionnaire

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 at 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

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

Ethics Questionnaire

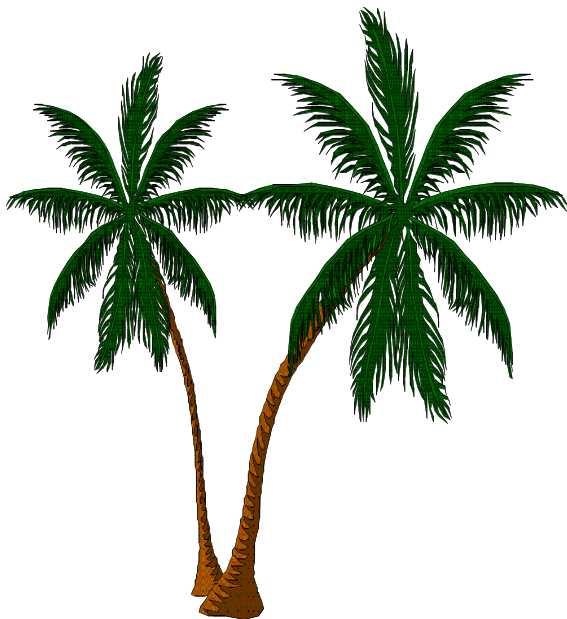
12. Your invitation to bid specified that a sample must accompany the bid in order for it to be considered. The low bidder provided a sample, which did not meet specifications, but after you discovered the deficiency, the supplier offered to fill your order with goods, which did meet the specifications. Would you recommend the low bid?
- a) yes
 - b) no

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SUMMER SESSION 2026

TRAINING YOUR STAFF—USE THESE PROCEDURES



SPEAKER:

Rudy Salinas



1

Plan, Prepare & Budget

- Plan for upcoming Training Opportunities
- Prepare a Training Program for all Staff
- Budget Now for Tomorrow's Training

2

Training Resources



**Agency's P&P Manual
(plus, SOP)**



ISM
INSTITUTE FOR SUPPLY MANAGEMENT

ISM - Rio Grande Valley, Inc.



NIGP The Institute for Public Procurement







Texas
Legislature Online



UPPCC
UNIVERSAL PUBLIC PROCUREMENT
CERTIFICATION COUNCIL



NASPO
National Association of
State Procurement Officials




ASCM ASSOCIATION FOR
SUPPLY CHAIN
MANAGEMENT




COMPTROLLER.TEXAS.GOV

3



Training Resources

2025 AEP Application Part III: Criteria



3. Established a procurement staff "professional development" program (10 pts)

The intent of this criterion is to recognize agencies that have a planned and deliberate approach to continuing education. There must be an established, clearly defined continuous, formal professional development program in place to receive points.

Training shall be on procurement issues. Participation in professional association sponsored seminars and webinars, internal and external procurement related training, are all acceptable. Client/customer (i.e., user) training programs **do not** meet/qualify for this criterion. Program must include all full-time professional procurement staff. Professional staff are defined as those staff involved in the traditional procurement/contracting functions, e.g., buyer, contract officer, procurement agent, specifications writer, contract administrator, purchasing manager, etc.

Dedicated funding for professional development is considered optimal; however, webinars and other free or low-cost training are encouraged to meet this criterion for agencies with limited budgets.

Attending the occasional webinar, conference or class does not on its own constitute a formal program.

Submissions must demonstrate:

- a) The agency has a formal professional development program that is supported, and;
- b) That there is a planned and deliberate approach to professional development and continuing education.

- **Submit:** Narrative explaining the professional development program established for training professional procurement staff members. Narrative must demonstrate a planned and deliberate approach to continuing education.
- **Submit** three separate lists to support the training program:
 - A list of all full-time professional procurement staff members.
 - A training list by staff member name delineating the training received since *January 1, 2024*.
 - A training list by staff member name for planned training in 2025.

Each record in the training lists must begin with the name of the staff member, a description of the training, and the date of the training for each training event. Each professional staff member must have at least one training listed in both lists.

For conferences and webinars, the description must include a title(s) or specific sessions substantiating that training was procurement related.

TIP: ["Accessing Model Submittals"](#)

4

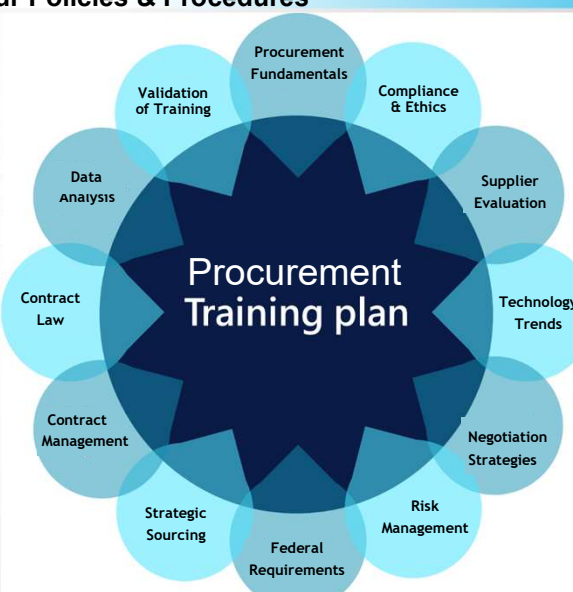


5

A Comprehensive Training Plan

Your Plan should come from your Policies & Procedures

A comprehensive purchasing training plan should cover essential aspects of the procurement process, including negotiation, contract management, and supplier evaluation. It should also incorporate training on procurement fundamentals, strategic sourcing, and best practices. **Furthermore**, the plan should align with the organization's specific needs and goals, ensuring that training outcomes support broader agency objectives.



6

Internal – Purchasing Department Training

Procurement training equips individuals with the knowledge, skills, and techniques needed to effectively and successfully carryout their procurement and purchasing duties and it should properly place them inline with certification requirements.

- **All Staff** – shall have a thorough knowledge of procurement fundamentals: The Role of Procurement; Code of Ethics & Compliance; Understanding the Procurement Process; Procurement Policies and Procedures including Certificates of Insurance compliance
- **Buyers** – shall have a thorough knowledge of procurement fundamentals plus: Supplier Evaluation (e.g., IPQ, ITB, etc.); Risk Management (e.g., mitigating potential risks); Purchasing Cooperative Contracts (PACE, TIPS, BuyBoard, Goodbuy, etc.); Technology Trends (e.g., AI, Cyber Security, etc.); Strategic Sourcing (e.g., Market Conditions , etc.); Negotiation Strategies (Establishing clear objectives & BATNA)
- **Senior Buyers** – shall have a thorough knowledge of procurement fundamentals and buyer requirements plus: Supplier Evaluation (e.g., RFI, RFQ, RFP, etc.); Federal Requirements (e.g., D.O.L-Davis Bacon, FAA-BABA, FHWA, etc.); Data Analysis (Incorporating market data to improve the efficiency and resilience of an agency's inventory levels, Identifying supply bottlenecks and predicting supply & demand, etc.)
- **Contract Managers** – shall have a thorough knowledge of procurement fundamentals and senior buyer requirements, plus: Contract Law (Provides legal framework between buyers and sellers, etc.); Contract Management (overseeing the entire contract lifecycle, from initiation and negotiation to execution, ensuring compliance, maintaining good vendor relationships, etc.), record retention laws.

7

Purchasing Cooperatives

In Texas, purchasing cooperatives are administrative agencies created in accordance with Chapter 791 of the Texas Government Code and Chapter 271 of the Texas Local Government Code to help entities comply with state competitive procurement requirements.



THE INTERLOCAL PURCHASING SYSTEM



8

Procurement Sourcing Software



A Euna Solutions Brand







Delivered by Contruent



A Euna Solutions Brand





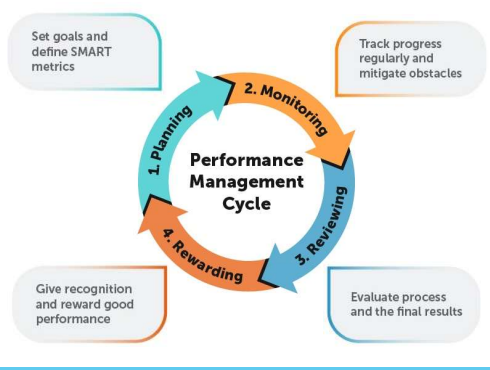
COMPROLLER.TEXAS.GOV
Centralized Master Bidders List (CMBL)

9

Purchasing Department Training Validation

Incorporate a Performance Improvement Plan (PIP)

Develop and maintain a Measurement and Evaluation Metrics: Develop & Maintain SMART Goals, Provide Necessary Resources, Incorporate Pre- and Post-Training Assessments, Feedback Mechanisms, and Performance Metrics (including tracking Key Performance Indicators or KPI's). Certified staff should maintain a schedule yielding the annual required number of Continuing Education Hours ("CEH"). The plan should reflect an ongoing process maintained annually.



Performance Management Cycle

Procurement management employee training plan timeline

This slide presents an overview of employee training program plan to guide them about activities and techniques in procurement process. It includes learning elements such as need analysis, vendor management and sourcing, supply chain risk management, procurement planning, data management, etc.

Cost of Training: \$500 Trainer: James Bond Training Mode: Online

Learnings	Day 1	Day 2	Day 3	Day 4	Day 5	Day 6	Day 7	Day 8	Day 9	Day 10
Need Analysis										
Vendor Management and Sourcing										
Supply Chain Risk Management										
Procurement Planning										
Data Management										
Making Buy or Build Decisions										
Negotiation of Procurement Terms										
Procurement Budget Forecasting and Preparation										
Supplier Evaluation										
Add text here										

10

External – Outside Department Training

Procurement training for departments should expand your internal training program. It should address the needs of each specific position. Outside departments are an extension of the purchasing department and are also subject to comply with the Agency’s purchasing policies and procedures.

- **All Staff** – shall have a thorough knowledge of procurement fundamentals: The Role of Procurement, Code of Ethics & Compliance, Understanding the Procurement Process, and Procurement Policies and Procedures including Certificates of Insurance compliance
- **Field Staff** – shall have a thorough knowledge of procurement fundamentals plus: How to properly request for quotes (e.g., service quotes should disclose insurance requirements, specifications should be apples-to-apples, etc.); Purchasing Cooperative Contracts (e.g., efficient and compliant purchasing method, quotes should contain an effective contract number, etc.); How to maintain excellent Vendor Relationships
- **Management** – shall have a thorough knowledge of procurement fundamentals, field staff requirements plus: The agencies purchasing thresholds (e.g., Formal bid requirement for purchases of \$50k and over, etc.); Construction projects requirements (e.g., threshold requiring Payment & Performance Bonds, etc.); Service & Supply Contracts; Materials Management (or Fixed Assets)

11

Procurement Training Presentations



Convert your Training Program into a Multi-use Presentation



12

Train Like You Mean It

- ✓ Take the time to visit and understand your departments
 - ✓ Your training presentations should be inspiring
- ✓ Keep your training real and easy to understand
 - ✓ Your audience should fully believe your message
- ✓ Be authentic...you have to speak from the heart

13

Our Personality

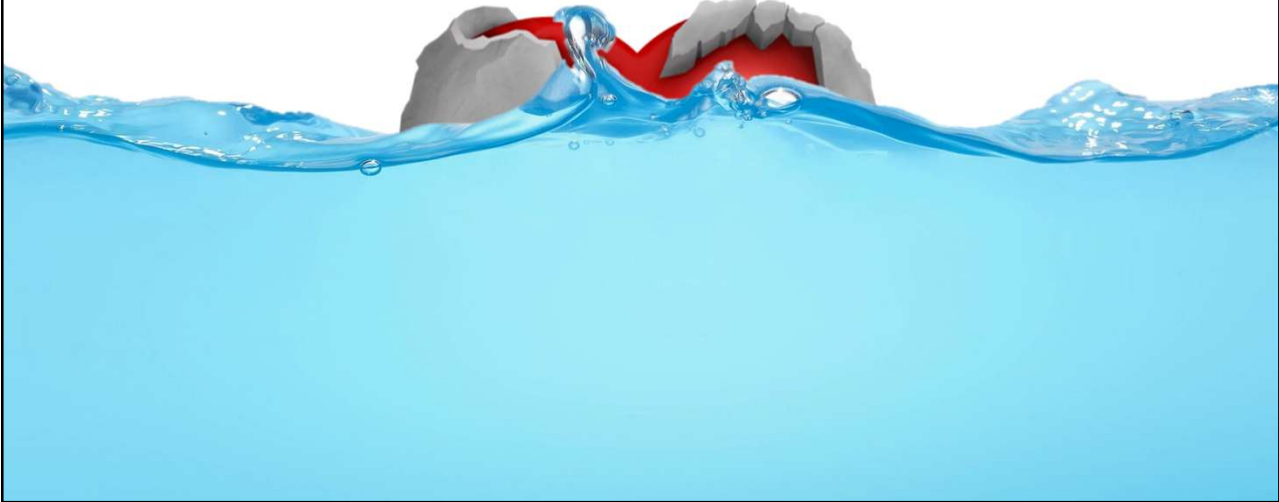
Our personality is like the tip of an iceberg....its what people see first, but...



14

Our Character


...the weight of who we really are...lies in our Character.



15

The Best Example...

Start and Ends with...



16

Ending Quotes

**“Your staff doesn’t care how much you know
until they know how much you care.”**

**“When we seek to discover the best in others,
we somehow bring out the best in ourselves.”**

17

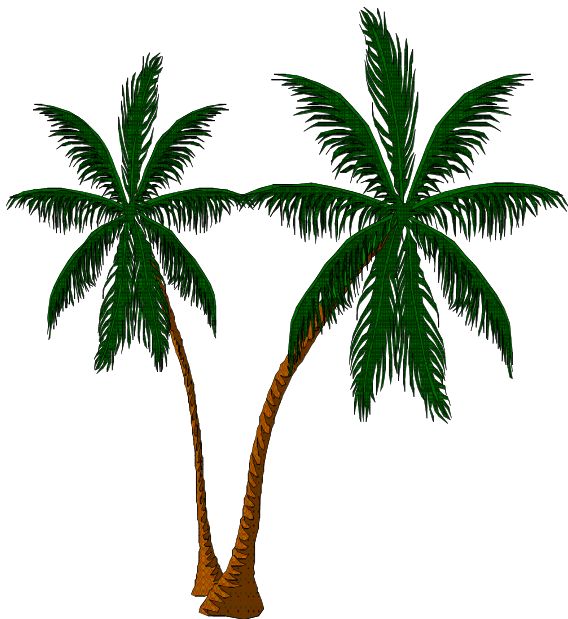
Q & A

Thank You!

18

SUMMER SESSION 2026

HOW THE POLITICAL ENVIRONMENT AFFECTS YOUR PERFORMANCE



SPEAKER:

Meliton Moya

How the Political Environment Affects Your Performance

Presented at the
Institute for Supply Management - RGV
Summer Session 2026
Thursday, June 25, 2026
By Melitón Moya, PhD

Let's Understand Ourselves First

- I love the United States of America.
- I fear wealthy Americans, especially billionaires and their self-serving Notion of Manifest Destiny.

While both represent mental constructs, an **idea** is a focused, actionable thought or solution. A **notion** is usually a vague, abstract, or intuitive belief that lacks hard factual backing. An **idea** prompts action, while a **notion** is often a passing inclination.

Fifteen years ago, the world's billionaires collectively had \$4.5 trillion.

By 2024, their wealth had more than tripled to \$14.2 trillion.

There are **≈3,000 billionaires in the world**. There are **≈1,000 billionaires in the USA**.

Now, **their combined wealth totals \$20.1 trillion** — an amount that is **equivalent to nearly a fifth of the entire world's total yearly output**.

The Age of 3P - Puro Show

- **I have no problem with who you are.**
- **I have a problem with who you think you are.**

Basic Rules of Capitalism

- **Never apologize.**
- **Never admit you're wrong.**
- **Always walk out with more than you walked in with.**

Basic Rules of Relationships

- **Civility** (Do unto others as you would have them do to you.)
- **Mutuality** (Equality. Do unto others as they do unto you.)
- **Reciprocity** (Mutual benefit)

How the Political Environment Significantly Impacts Daily Performance

- **Chronic Stress:** leads to sleep loss, emotional exhaustion, and physical strain. Burnout.
- **Decreased Concentration:** high political anxiety makes “doomscrolling” and obsessive thinking more frequent, which directly impairs attention span and workflow.
- **Social Division:** strained and unfulfilling interpersonal relationships.

Workplace Politics

- **Lowered authenticity**
- **Knowledge hoarding**
- **Decreased trust**

A Simple View of Experience

- **Sensation**
- **Perception**
- **Feeling**
- **Thought**
- **Emotion**
- **Action**

Mindfulness

Definition

Mindfulness is paying attention, on purpose, in the present, and non-judgementally, to the unfolding of experience moment by moment – Jon Kabat-Zinn.

Mindfulness attitudes:

- » Patience
- » Nurturing trust
- » Non-striving
- » Acceptance
- » Letting go



What occupies your attention?

- » The present moment
- » Zoning out
- » Distractions and "multi-tasking"
- » Thinking about the future
- » Thinking about the past

The State of the Union According to Three Sources

Democracy Matrix Research Project
Julius-Maximilians-Universität Würzburg
136 Countries Studied

Costa Rica - 10th
Canada - 24th
Uruguay - 27th
Chile - 29th
U.S.A. - 36th
Brazil - 75th
Mexico - 90th

**The Economist
Democracy Index**
167 Countries Studied

Canada - 14th
Uruguay - 15th
Costa Rica - 18th
U.S.A. - 28th
Chile - 29th
Brazil - 57th
Mexico - 84th

**Vision of Humanity
Global Peace Index**
163 Countries Studied

Canada - 14th
Uruguay - 48th
Costa Rica - 54th
Chile - 62nd
U.S.A. - 128th
Brazil - 130th
Mexico - 135th

The World Happiness Report 2025

1. Finland
4. Costa Rica
7. Netherlands
12. Mexico
22. Saudi Arabia
- 23. United States**
25. Canada



Top 10 Fears of 2023

The Fears	% of Very Afraid or Afraid
1. Corrupt government officials	60.1
2. Economic/financial collapse	54.7
3. Russia using nuclear weapons	52.5
4. The U.S. becoming involved in another World War	52.3
5. People I love becoming seriously ill	50.6
6. People I love dying	50.4
7. Pollution of drinking water	50.0
8. Biological warfare	49.5
9. Cyber-terrorism	49.3
0. Not having enough money for the future	48.0

The Chapman University Survey of American Fears

Top 10 Fears of 2024

The Fears	% of Very Afraid or Afraid
1. Corrupt government officials	65.2
2. People I love becoming seriously ill	58.4
3. Cyber-terrorism	58.3
4. People I love dying	57.8
5. Russia using nuclear weapons	55.8
6. Not having enough money for the future	55.7
7. The U.S. becoming involved in another World War	55.0
8. North Korea using nuclear weapons	55.0
9. Terrorist attack	52.7
0. Biological warfare	52.5

The Chapman University Survey of American Fears

Top 10 Fears of 2025

The Fears	% of Very Afraid or Afraid
1. Corrupt government officials	69.1
2. People I love becoming seriously ill	58.9
3. Economic/financial collapse	58.2
4. Cyber-Terrorism	55.9
5. People I love dying	55.3
6. The U.S. becoming involved in another world war	55.3
7. Pollution of drinking water	54.5
8. Russia using nuclear weapons	53.7
9. Pollution of oceans, rivers, and lakes	53.5
0. Government tracking of personal data	52.7

The Chapman University Survey of American Fears

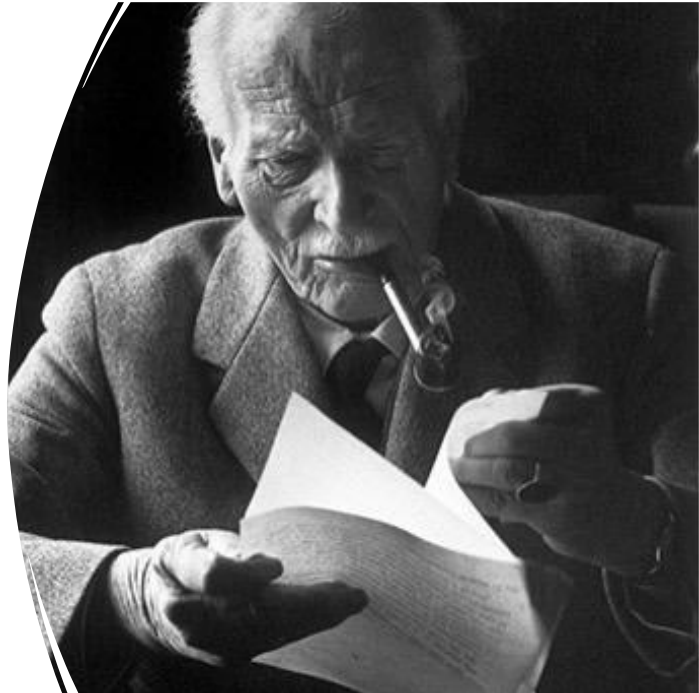
BELIEVE

To Speak or Not To Speak

"When something is festering in your memory or your imagination, laws of silence don't work, it's just like shutting a door and locking it on a house on fire in hope of forgetting that the house is burning."

- Tennessee Williams from "Cat on a Hot Tin Roof"

Carl Gustav Jung
Born: July 26, 1875
Died: June 6, 1961



“What you resist will not only persist but will grow in size.”

When we repress feelings, they generally surface in other ways: insomnia, nightmares, isolation, anger, depression...

Something Everyone Should Know

	KNOWN TO SELF	NOT KNOWN TO SELF
KNOWN TO OTHERS	<p>OPEN SELF</p> <p><i>What you and everyone else knows and which is public knowledge.</i></p> <p><i>For example:</i> We all know your job title.</p>	<p>BLIND SELF</p> <p><i>What others know about you but you don't know.</i></p> <p><i>For example:</i> They know you flare your nostrils when you're angry. You don't.</p>
NOT KNOWN TO OTHERS	<p>HIDDEN SELF</p> <p><i>What you know about yourself and others but keep to yourself.</i></p> <p><i>For example:</i> Only you know what your salary is.</p>	<p>UNKNOWN SELF</p> <p><i>What you and others don't know about yourself.</i></p> <p><i>For example:</i> How you'll rise to the challenge of a new promotion.</p>

Credit: Jonny Thomson / Big Think

Self-Monitoring & Mental Fatigue

Self-monitoring — the act of evaluating and **adjusting your behavior** based on how you think others perceive you. In small doses, it functions as a useful social compass. In large doses, it becomes a cage. A [2019 study](#) found that people high in self-monitoring **performed significantly worse on cognitive tasks**. The mental energy spent managing their image left less energy for the task itself.

When self-monitoring tips from a social compass into **constant self-image management**, it **depletes the cognitive resources** (such as working memory) **needed to succeed at primary tasks**. **Instead of focusing on the job at hand, mental energy is hijacked by impression management, leading to decreased task performance.**

Four States of Being in the World:

- the Body and the Soul
- the Brain and the Mind

Three Analytical States:

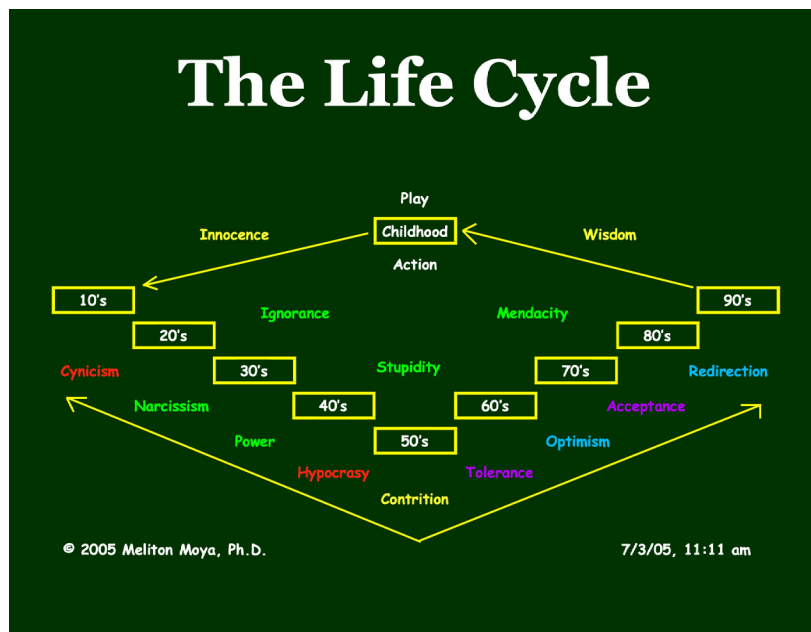
- Transpersonal – gender, race/ethnicity, profession, etc.
- Interpersonal – you and the ones you esteem or don't
- Personal – the you that only you knows

Three Experiential States:

- Injured Self – real or perceived injustices
- Uninjured Self – the superhero complex
- Existential Self – the one lost in doing for self and others

Four Vantage Points To Understand How People See Things

- **Insider Looking In** - the in-group, satisfied with the way things are; puro show is required outside circle of loved ones
- **Insider Looking Out** - part of the in-group but are not satisfied with the way things are; usually the popular ones
- **Outsider Looking In** – want to be part of the in-group but are not accepted, wannabes
- **Outsider Looking Out** - rebels and iconoclasts, always looking to improve the situation



Managing Politically Induced Stress

- **Limit information consumption (news, social media).**
- **Focus on the controllable to combat feelings of helplessness.**
- **Foster inclusive workspaces.**

Consider the Following

- Expect **Civility, Mutuality, and Reciprocity.**
- Set **Boundaries** (territorial imperative).
- All **Politics** is **Local.**
- **Beware of the Kool-Aid.**
- There is much **Power** in **Listening.**
- **Impermanence** and the **Illusion of Permanence.**
- You must spend time in the **Abyss**, before reaching your **Mountaintop.**

Who's the Monster

Is it the Republican?

No.

Is it the Democrat?

No.

Then, who's the Monster?



"Symptomatic anger covers up the pain of our CORE HURTS." Steven Stosny

And you might get meaner and more hostile when you're mentally drained.

"Americans weren't just constantly pursuing happiness — they were never satisfied." Alexis de Tocqueville

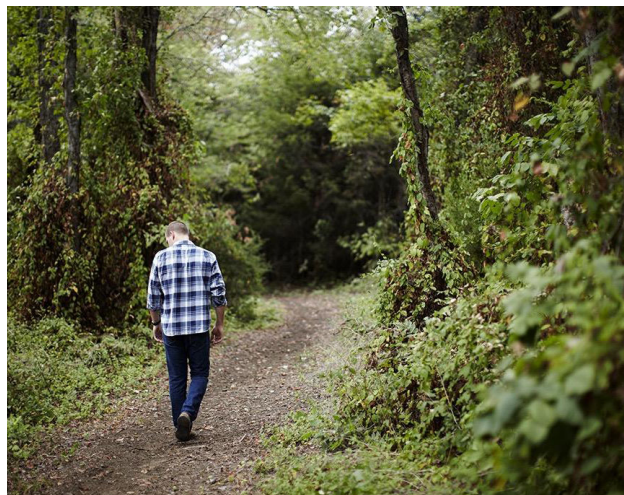
Time Outside

The '20-5-3' Rule: How Much Time You Should Spend Outside

20 minutes 3 x week
out in nature

5 hours each month in
semi-wild nature

3 days off the grid in
nature (camping/cabin)

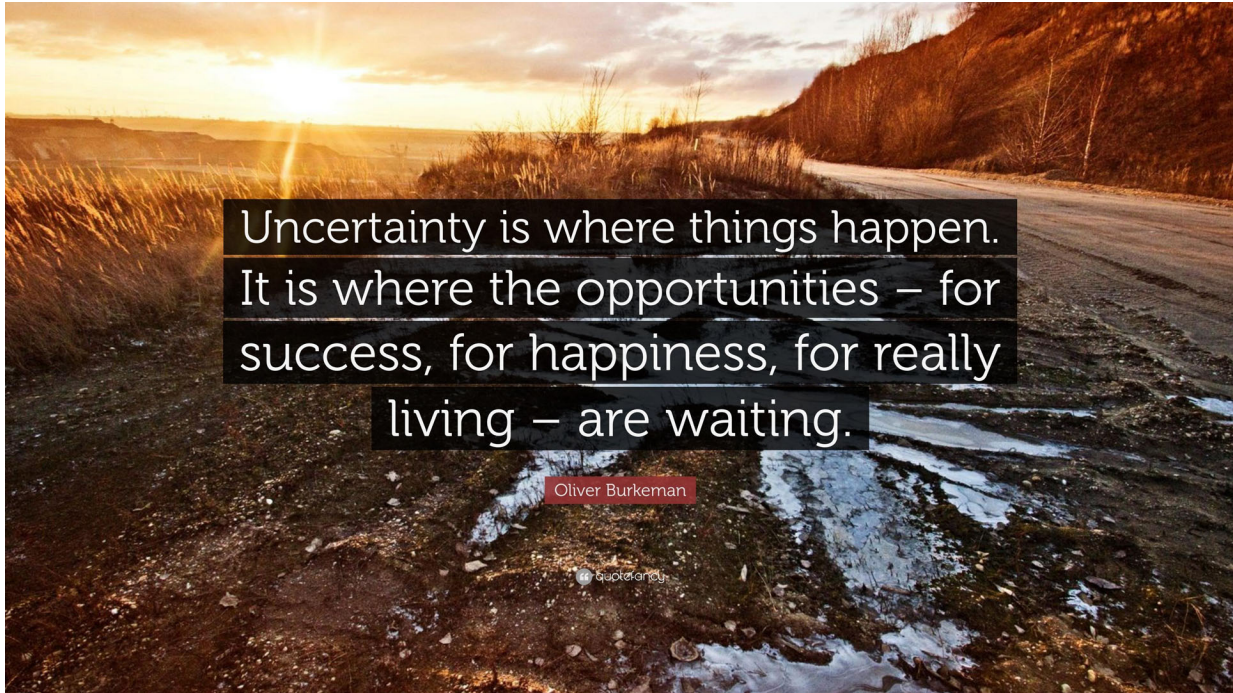




Developing Independence

Navigating Loneliness can foster independence and self-reliance, strengthening one's ability to cope with challenges.





The Power of Journaling

- Expressive writing imparts extraordinary health benefits, from lowering blood pressure and boosting your immune system to fighting depression and feelings of negativity.
- Journaling is also associated with increased self-awareness, tapping into your creative mind and intuition, emotional release, reducing stress, improving memory, decluttering your mind, and reaching your goals.



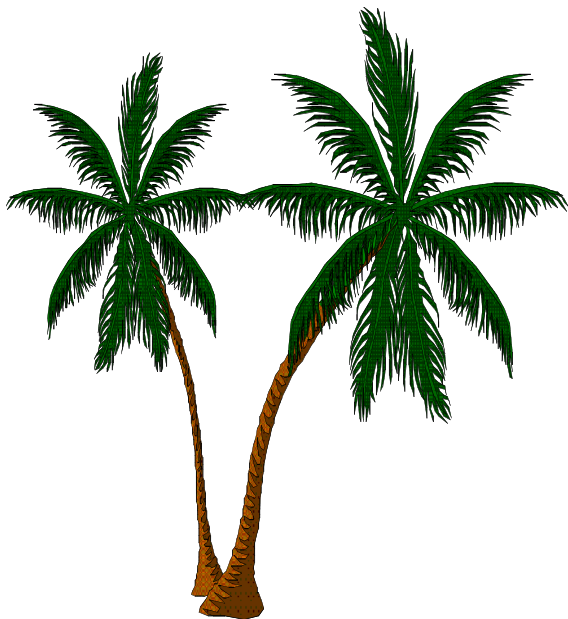
Finish each day and
be done with it.

Ralph Waldo Emerson



SUMMER SESSION 2026

YIKES! AM I WITNESSING FRAUD



SPEAKERS:

Narita Holmes

Yikes! Am I Witnessing Fraud?

Narita Holmes
MBA, CPA, CIA

N&C Consulting
Government Procurement & Compliance

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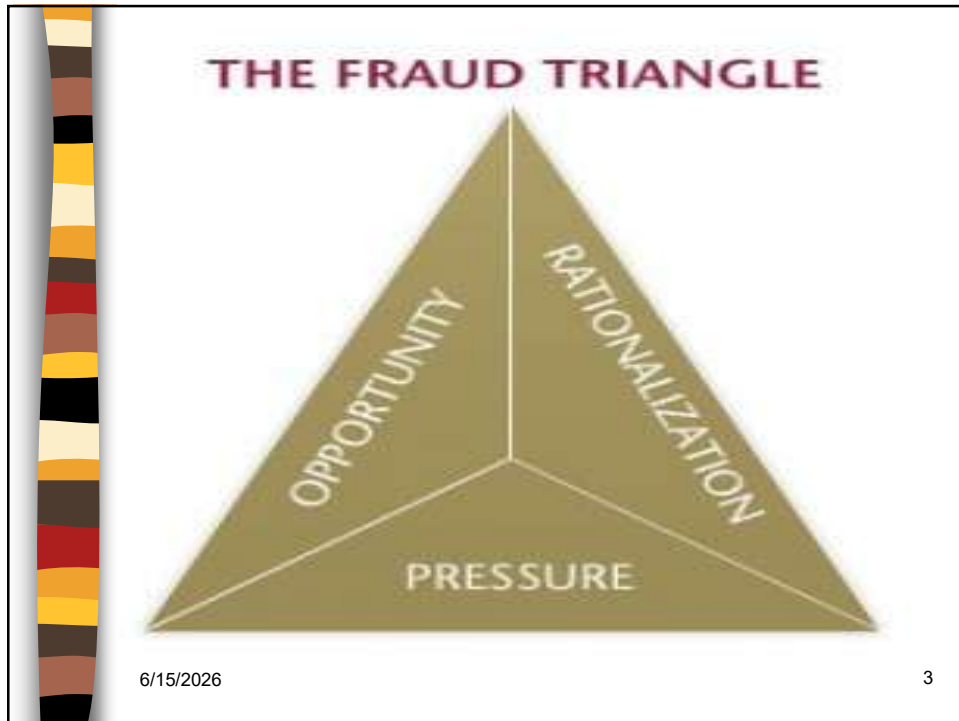
Definition of Fraud

An intentional act of deception for
unfair personal gain for the
perpetrator(s) which results in
injury to the victim(s)

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3

-
- Why Fraud Occurs**
- Pressure**
- Political pressure
 - Asked to perform a small “favor” this one time
 - Financial stress (high medical bills, gambling addiction, etc.)
 - Desire to advance in their career
- 6/15/2026 4

4




Why Fraud Occurs

Opportunity

- Thinks no one is watching
- Got away with it once, so why not do it again
- Perceived understanding of how to “beat” the system
- Weaknesses in internal controls

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5




Why Fraud Occurs

Rationalization


- Believe they are justified in their actions and can repay
- Believe they are underpaid and the action is justified
- Family obligations

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6



Fraud Diamond Theory




Incentive Opportunity

Rationalize Capability

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7



Why Fraud Occurs

Capability

- Position/function
- Brains
- Confidence/ego
- Coercion skills
- Effective lying
- Immunity to stress

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8



Common Types of Fraud

Bid Rigging

- Agreement of multiple bidders to manipulate the procurement process
- Bidders agree to rotate bidding, bid high prices, or participate in anticompetitive practices

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Common Types of Fraud

Bribery

- Vendors provide kickbacks to purchasers and decision makers in exchange for contracts
- The bribe can be monetary, tickets to sporting events or work on personal property, etc.

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10

10



Common Types of Fraud

Conflicts of Interest

- A person with fiduciary responsibility to the entity exploit their position for personal benefit
- A project manager for a new park fails to disclose he has partial ownership in the selected firm

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11

11



Common Types of Fraud

P-Card Misuse

- Employee uses his P-Card for personal purchases
- Employee purchases restricted items, i.e. alcohol

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12

12



Common Types of Fraud

Phantom Vendors

- Fictitious vendors are established as reputable firms
- Payments are made to these vendors even though work was never performed

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13

13



Common Types of Fraud

Separate and Sequential Purchases

- To avoid the threshold for competitively procuring goods and services, the request is split into small purchases
- The cumulative amount of the purchase order is well over the bid threshold

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14

14



Common Types of Fraud

Substitution of Items

- Suppliers submit substitute items without prior approval of the purchaser
- The substitute items are inferior to the specifications and can either be of lesser cost or lesser quality. However, the entity is billed at the higher price.

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15

15



Common Types of Fraud

Asset Misappropriation

- Suppliers intentionally ship an incomplete order, but the receiving slip states that a full order was delivered
- Employees steal inventory
- Good inventory is marked as scrap so that it can be discarded and then resold

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16

16



Common Types of Fraud

Fictitious Revenue

- Suppliers overstate their revenue to appear more financially solvent than they really are
- Entities believe the firm is in good financial health, but the supplier may not be able to complete the work

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17

17



Common Types of Fraud

Improper Disclosures

- Suppliers may not disclose their full ownership structure, which may lead entity to do business with debarred firms
- Firms fail to disclose legal issues that may impact their contract

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18

18



Common Types of Fraud

Overstated Credentials

- Suppliers provide inflated qualifications of their company and staff performing the work
- Firms may overstate their success rate with past projects or experience performing comparable projects

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19



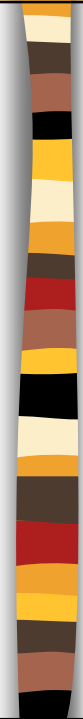
Weaknesses that may Exist in the Procurement Process

- Decentralized procurement function
- Lack of segregation of duties
- Maverick or after-the-fact purchases
- Lack of three-way match in payment process

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20

20




Weaknesses that may Exist in the Procurement Process

- Failure to have a formal procurement policy
- Lack of cross-training for staff
- Lack of an internal audit function
- Failure to review submittals for use of AI which could provide fictitious information

6/15/2026 21

21



Examples of Evidence of Fraud

Internal

- Purchase orders created after hours (weekends, evenings, holidays)
- An initial low bid is awarded, followed by multiple change orders
- Minimal documentation for procurement requests submitted

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22



Examples of Evidence of Fraud

Internal

- A losing bidder is hired by the winning bidder, which may suggest that the winning bidder did not have the qualifications to perform the work
- Close social relationships between suppliers and entity employees (vacation together, gifts, tickets)

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23

23



Examples of Evidence of Fraud

External

- The ownership structure is the same for multiple firms
- Companies who share offices with other suppliers that do business with your entity

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24

24

Red Flags that an Individual May Commit Fraud

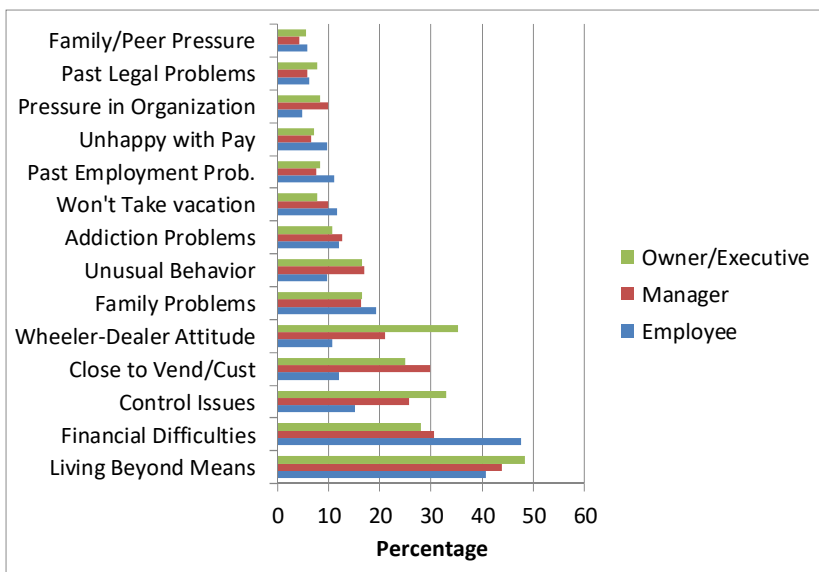
- Intimidating personality
- Regularly takes shortcuts in established procedures
- Hangs around in order to be the last one to leave work
- Close friendship with a large vendor

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25

25

Behavioral Red Flags of Perpetrators Based on Position



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26

26



Red Flags that Fraud May Occur in Organizations

- Payment addresses for multiple vendors going to the same box
- Employees never take their vacation
- Weak internal controls exist in general
- Stale items on bank reconciliations
- Excessive voids or credits
- Increased past due accounts

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27

27



Red Flags that Fraud May Occur in Organizations

- Alterations on documents
- Duplicate payments
- Document sequences that do not make sense
- Questionable handwriting on documents
- Photocopied documents

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28

28



Red Flags that Fraud May Occur in Organizations

- Lack of physical safeguards over assets
- Lack of independent checks
- Weak system of transaction authorization
- Frequent management override over established controls
- Accounting system lacks controls

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29

29



Red Flags that Fraud May Occur in Organizations

- Unexplained or excessive inventory adjustments
- Excess purchases
- Excessive late charges
- Excessive executive or employee turnover

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30

30



Steps to Prevent or Detect Fraud

- Evaluate bidder responsiveness to bid requirements
- Evaluate pricing proposals
- Perform bidder due diligence (background checks and site visits)
- Determine capacity and qualifications of bidders

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31

31



Steps to Prevent or Detect Fraud

- Inspection and acceptance of goods and services
- Contract monitoring to ensure compliance with contract terms
- Regular meetings to review vendor performance

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32

32



Steps to Prevent or Detect Fraud

- Perform announced and unannounced site visits
- Include right to audit in specifications
- Maintain segregation of duties and internal controls
- Constantly monitor!

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33

33



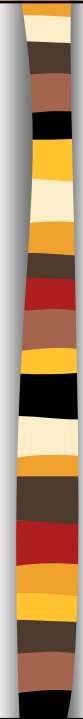
If Fraud is Found, Investigators will Ask these Questions

- Were the actions deliberate and intentional?
- Was the offense committed by one or more individuals?
- At what stage in the procurement process did the fraud occur?

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34

34




If Fraud is Found, Investigators will Ask these Questions

- Was fictitious paperwork created?
- Was the contract established to facilitate fraud?
- Are there procedures in place that should have caught the fraud?

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35




Actions to Take After Fraud is Discovered

- Update/implement applicable policies and procedures to address weaknesses in internal controls
- Share key take-aways through staff training to prevent future fraud

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36



Fraud is an ongoing issue and cannot be resolved by “quick fixes”. A thorough knowledge of fraud prevention, detection and investigation will help you provide better professional services in every phase of your career

6/15/2026 37


37




THANK YOU

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naritaholmes@utexas.edu
432-349-0116

Carol Cooper, C.P.M., CPPO, CPSM
cacooper@tx.rr.com
214-202-5903


Allied States Cooperative
Contract Holder

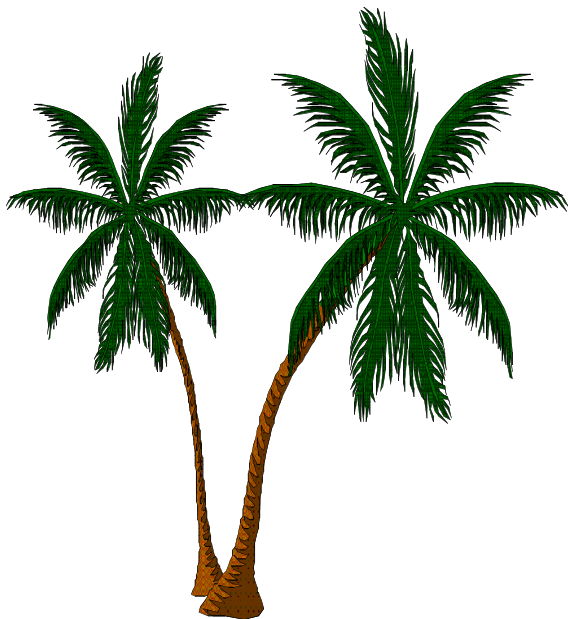


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38

SUMMER SESSION 2026

AFTER THE BID OPENING— HOW TO MANAGE THE PROCEDURES



SPEAKERS:

Mark Rogers

Post Bid Opening Drama

Mark J. Rogers, C.P.M.
markjeffreyrogers@gmail.com

Bid Recording and Evaluation

- Purchasing is responsible for recording bids
- Documenting any shortcomings
- Reference Checks
- References must be comparable and factual
- Documentation of reference checks must be legible

Bidder Evaluation

- Is the bidder responsible/capable?
- Is the bid responsive/compliant?

3

Best Value Determination

- Price...competitive bidding process ensures consideration of purchase price
- Reputation of bidders goods and services can be considered in requiring and checking references and determining responsiveness of specifications
- Quality of bidders goods and services in sample evaluation process

4

Best Value Determination (2 of 3)

- Extent to which goods and services meet entity needs can be considered in developing specifications and evaluating responsiveness to specifications
- Bidders past relationship with entity can be considered in evaluating bidder responsibility or capability
- HUB impact

5

Best Value Determination (3 of 3)

- Total long term cost for entity to acquire can be considered when solicitation package is prepared and appropriateness of life cycle costing is determined
- Any other relevant factor specifically listed in the solicitation can be considered if any were in fact listed

6

Checklist is Evolutionary

- Were required signatures present?
- Required references furnished?
- Bonds furnished?
- Certificates of insurance furnished?
- Required disclosures furnished?
- Samples furnished?
- Are delivery dates acceptable?

7

Miscellaneous

- Negotiations seldom used or allowed in competitive bid environment
- Single response
- Post award
- Price increases
- Substitutions
- Delivery/performance issues

8

Post Award

- Bid withdrawal
- Protest of award
- Disputes

9

Mark J. Rogers, C.P.M.

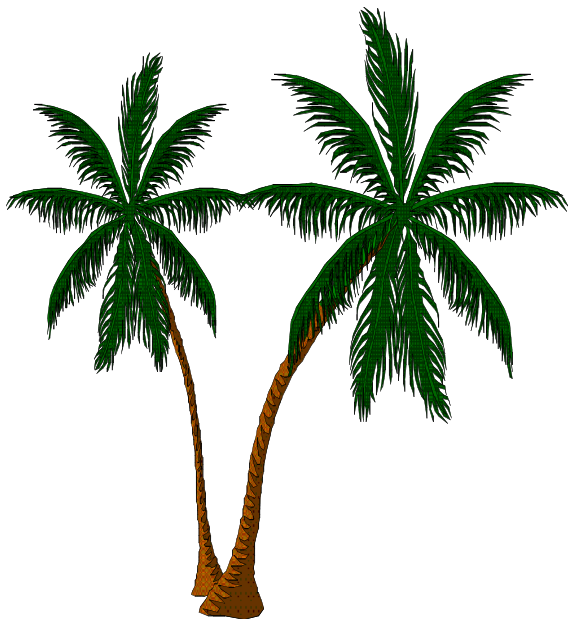
9901 Liriope Cove

Austin, TX 78750

markjeffreyrogers@gmail.com

SUMMER SESSION 2026

HOW TO GET YOUR CPPO CERTIFICATION



SPEAKERS:

Diane Palmer-Boeck
Kellie Pendelton

Unlock Your Potential with CPPB and CPPO Certification!



The Value of UPPCC Certification: Beyond the Credential

Professional Credibility

- Validates expertise
- Builds trust and confidence

Career Advancement

- Enhances promotion potential
- Demonstrates commitment to growth

Organizational Benefits

- Improves procurement performance
- Supports best practices

Commitment to the Profession

- Advances industry standards
- Encourages lifelong learning

Differences Between CCPO and CPPB

CPPO (Certified Public Procurement Officer)	CPPB (Certified Professional Public Buyer)
Demonstrates executive-level procurement competency	Demonstrates technical and operational procurement competency
Concentrates on leading procurement functions and teams	Concentrates on performing procurement functions effectively
Focuses on procurement leadership and management	Focuses on procurement operations and execution
Designed for directors, managers, and senior leaders	Designed for buyers, analysts, contract specialists, and procurement professionals
Emphasizes strategic planning, policy development, and organizational performance	Emphasizes sourcing, specifications, evaluation, contracting, and purchasing processes

Domain I. Regulatory & Compliance (14%)

- Defines the legal and regulatory framework governing public procurement.
- Professionals must apply laws, policies, and procedures, detect unethical behavior, safeguard confidentiality, and manage cross-border requirements (e.g., customs, tariffs, currency exchange).

Domain II. Procurement Life Cycle: Pre- Solicitation Planning (20%)

- Covers strategic and analytical planning before solicitation.
- Involves aligning procurement with organizational goals, conducting market and financial analyses, using tools like RFIs, standardizing processes, evaluating cooperative options, determining sources and methods, and managing risks and funding requirements.

Domain III. Procurement Life Cycle: Sourcing & Supplier Selection (19%)

- Focuses on sourcing strategies and choosing suppliers.
- Involves selecting procurement methods (competitive, alternative, or non-competitive), drafting solicitation documents, managing the sourcing workflow, evaluating offers, applying negotiation tactics, and preparing for supplier debriefs or protests.

Domain IV. Procurement Life Cycle: Contract Development & Administration (18%)

- Addresses building and managing contracts.
- Professionals prepare enforceable agreements, oversee approvals, administer performance, handle modifications and disputes, manage renewals and terminations, and ensure contract closeout.
- Also covers ordering and receiving processes.

Domain V. Leadership & Influence (15%)

- Highlights the leadership and interpersonal skills required for procurement success.
- Involves advocating for procurement's value, demonstrating ethics, delivering clear communication, building partnerships, mentoring staff, resolving conflicts, and driving organizational change through influence.

Domain VI. Procurement Business Principles (14%)

- Covers foundational principles ensuring efficient and ethical operations across the procurement cycle.
- Includes transparency, emerging trends, diversity and sustainability programs, roles and responsibilities, continuous improvement, supplier engagement, disaster preparedness, project management, and data integrity.

GOVERNMENT PROCUREMENT AND LEADERSHIP
SOLUTIONS

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Prep Program Format

Each session will focus on a specific domain

Session Structure:

1. Pre-Session Preparation:

Scenario-Based Questions: Students will receive scenario-based questions one week prior to each session. These questions will be relevant to the domain being covered in the upcoming session.

Submission: Students are required to complete and submit their responses the Friday before each session.

2. Session Agenda: A brief overview of the domain's key concepts and principles.

Review of Pre-Session Questions:

- **Analysis:** We will review and provide an analysis of the students' responses.
- **Discussion:** There will be a discussion on each question, highlighting key points, common mistakes, and best practices.
- **Real-Time Questions:** Interactive questions will be posed to the group during the session, to be completed and discussed in real-time.

CPPB

Prep Course: CPPB

- Purpose: Prepares candidates to sit for the certification exam.
- Focus: Meeting the standards and criteria set by the certifying body.

Schedule: All sessions will be held from 1:00 – 3:30 CENTRAL TIME

- August 14: Domain 1 - Regulatory & Compliance
- August 21: Domain 2 - Procurement Life Cycle: Pre-Solicitation Planning
- September 11: Domain 3 - Procurement Life Cycle: Sourcing and Supplier Selection
- September 18: Domain 4 - Procurement Life Cycle: Contract Development and Administration
- September 25: Domain 5 and 6 - Leadership & Influence / Procurement Business Principles
- October 2: A 1.5 hour wrap-up to boost confidence, address last-minute questions, and review key concepts before the exam.

CPPO

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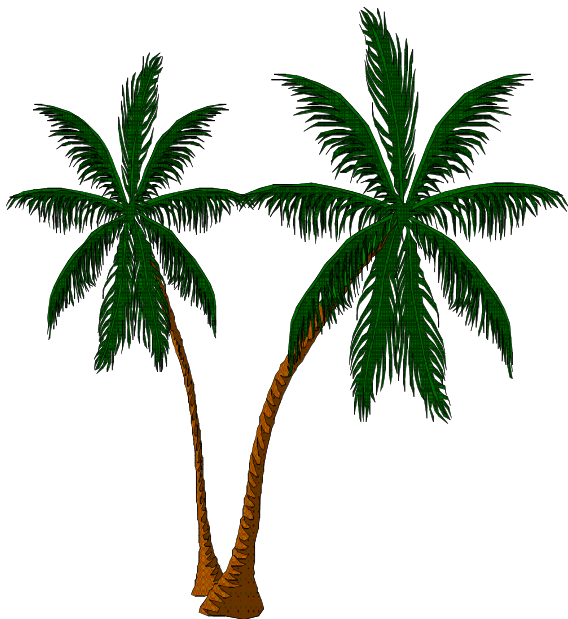
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SUMMER SESSION 2026

HEADLINE NEWS ARTICLES



SPEAKERS:

Panel of Speakers

PROGRESO, Texas ([ValleyCentral](#)) — The Progreso Police chief spoke about the city's decision to buy a \$13,000 barbecue pit from the city manager's brother.

On Tuesday, CBS4 Investigates went to the public safety building to see the barbecue pit for itself.

1/2

Progreso bought \$13,000 BBQ pit from city manager's brother ▶

Perez said the city manager needs approval to conduct transactions and cannot buy whatever he wants.

The city couldn't produce any documentation to show who approved the purchase.

CBS4 Investigates asked the city manager, and he said the mayor approved it.

2/2

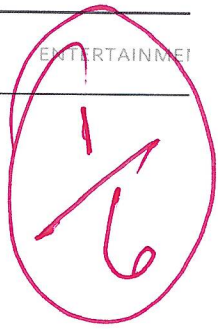
The mayor was questioned, but denied it.

CBS4 Investigates spoke to City Councilman Mando Garcia, who said he witnessed the conversation and that the mayor did authorize it.

Regardless, the issue isn't who approved it or how much the city paid.

It's the process.

BREAKING NEWS Man shot, killed by San Antonio police officers had long criminal history, was wanted on 3 warrants



KSAT INVESTIGATES

Ex-purchasing director says he resigned after ignored warnings of Texas A&M-SA credit card use

Records show internal dispute over former provost's use of university procurement card

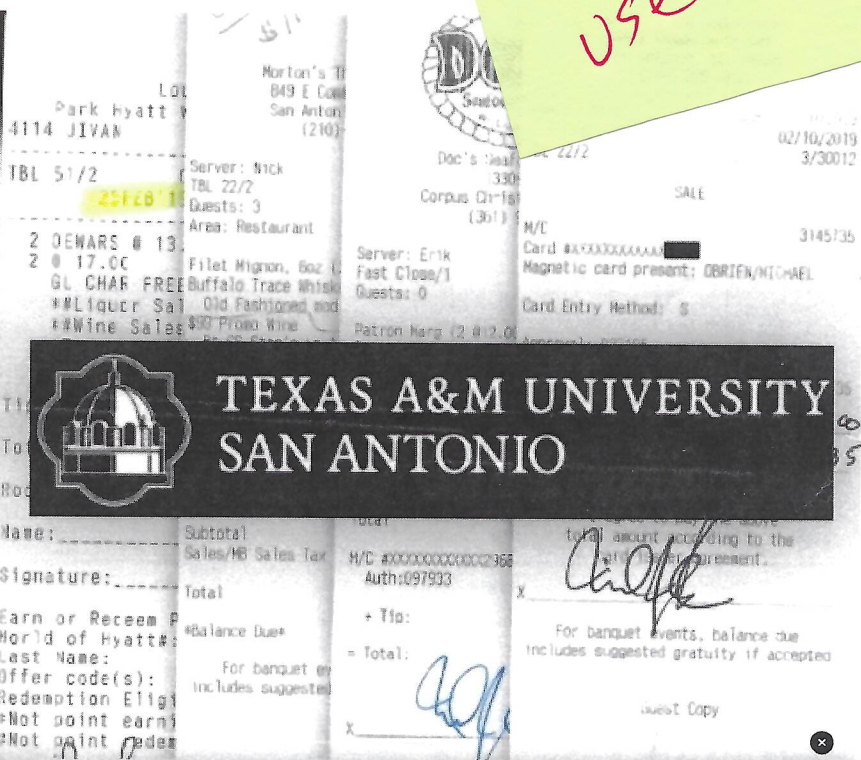
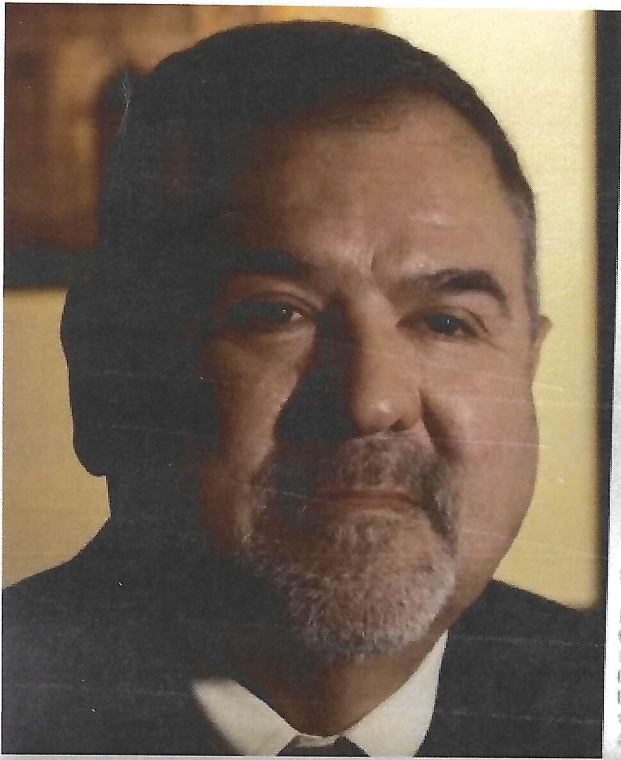
Dillon Collier, Investigative Reporter

Joshua Saunders, Photojournalist

Published: **October 7, 2025 at 10:00 AM**

Updated: **October 7, 2025 at 11:21 PM**

Tags: **KSAT Investigates, Texas A&M University-San Antonio, Cynthia Teniente-Matson, Education**

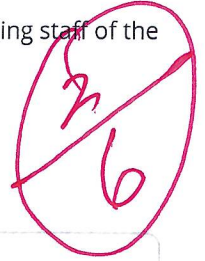


SAN ANTONIO – The former director of purchasing at Texas A&M University-San Antonio said he repeatedly warned superiors that employees were improperly using school credit cards.

“Fine dining, purchase of alcohol. Exceeding the per diem rates,” said Daniel Garza, who also served as the university’s director of auxiliary services before stepping down several years ago.

In his first sit-down interview, Garza told **KSAT Investigates** he repeatedly flagged purchases made by high-ranking staff of the school, only for those complaints to be ignored.

Internal email and expense report records appear to back up that claim.



Hard-hitting journalism from the KSAT Investigates team delivered straight to your inbox.

Email Address

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Expense reports reveal alcohol-only purchases by former provost

Garza credits himself and his team with bringing Texas A&M-San Antonio into the modern age of university procurement.

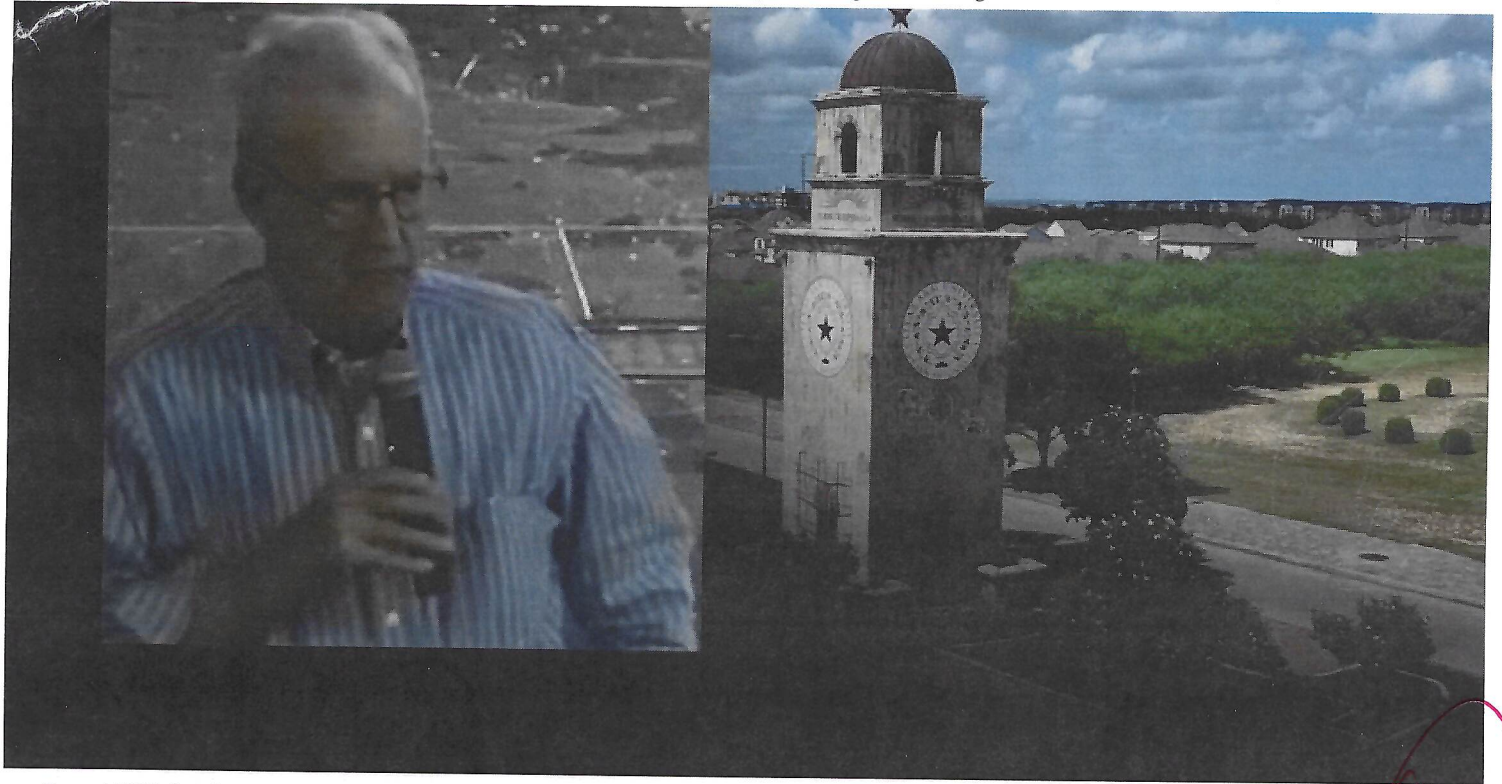
“We drafted policies and procedures because they didn’t have any at the time,” said Garza, who also provided KSAT copies of records showing weekly training sessions offered by his procurement staff.

Garza, who has worked in procurement for more than 40 years, said it did not take him long to realize the written policies were not being followed.

According to university procurement rules in place during Garza’s tenure with the school, alcohol was a prohibited purchase —
without exception.

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Texas A&M University-San Antonio provost Michael O'Brien stepped down in late 2021, amid a budget shortfall at the school. (KSAT)

3/6

O'Brien, who did not respond to multiple requests for comment from KSAT for this story, stepped down as Texas A&M-San Antonio's provost in late 2021 **amid a multi-million dollar budget** shortfall at the school.

O'Brien remains a faculty member in the university's College of Arts and Sciences, **according to the school's website.**

Jessica Loudermilk, who served as Matson's chief of staff and is now the university's vice president of strategic communication, used her P-Card to purchase alcohol at least 10 times between March 2019 and May 2024, records show.

Descriptions of the events include "cocktails for concluding session of strategic planning retreat" that was attended by cabinet members and "Alcohol & refreshment expenses at president-hosted offsite employee morale & engagement meeting," records show.

Loudermilk did not respond to multiple emails seeking comment from KSAT for this story.

KSAT could find no record that she was disciplined over the use of the university credit card.



Advertisement



Former Texas A&M University-San Antonio director of purchasing and auxiliary services Daniel Garza. (KSAT)

"I don't feel I had the support or protection from my leadership. And it got to the point where we were being targeted," said Garza, when asked to describe the reaction from school leaders when he would question purchases that were made.

Handwritten pink scribble containing the numbers '4' and '6' with a diagonal line through them.

Records show former director of financial aid purchased technology before IT approval

Expense report records also show the university's former director of financial aid, Phillip Rodgers, repeatedly bought technology prior to receiving approval from IT.

Advertisement

"He signed off on the training and that evening he went online to procure a laptop," said Garza, who added that IT was required to sign off on technology purchases ahead of time.

Advertisement

April expense report key 809607. I do not see an IT approval for my iPhone. **Did you get IT approval before purchasing?**

CD, CTCM
Coordinator
San Antonio

6/5/20

University procurement staff repeatedly questioned technology purchases made by Phillip Rodgers, the school's then-director of financial aid. (KSAT)

Rodgers, who did not respond to requests for comment from KSAT for this story, appeared to finally correct the issue in the summer of 2021 and began to get IT approval prior to making purchases.

KSAT could find no record that he was ever disciplined over the issue.

By then, Garza told KSAT that the repeated bypassing of rules by staff had become too much to handle, and he quit his job.

"It was affecting my health," Garza said. "It was so extreme."

Among the purchases flagged by Garza during his tenure were tickets to a San Antonio Spurs game bought for Matson on a university credit card, records show.

Such purchases were prohibited, according to Texas A&M-San Antonio procurement rules in place during Garza's tenure.

KSAT could find no such policy set by the Texas A&M University System related to the purchase of tickets to sporting events.

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Matson did not respond to multiple requests for comment from KSAT for this story.

Investigation of former A&M-San Antonio HR manager handed over to state auditor's office

Garza said he came forward after watching a [KSAT Investigates story in July](#) on former Texas A&M-San Antonio human resources manager Christina Gomez.

Gomez resigned at the end of March, while the university investigated the use of her university procurement card.

"I thought 'this is barely touching the surface of what I experienced,'" Garza said.

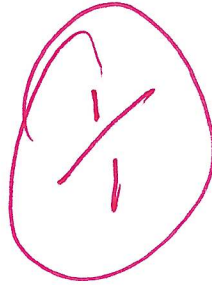
A review by the Texas A&M University System's chief auditor determined Gomez made 211 potentially fraudulent purchases with the card between October 2023 and February 2025.

In all, officials identified questionable purchases by Gomez totaling \$70,135.



Advertisement

1-12-26



3 Sports and entertainment mogul indicted, then pardoned, in UT bid-rigging case

In July, a federal grand jury in Austin indicted Timothy Leiweke, accusing him of bid-rigging to secure the construction contract for Moody Center, the \$388 million sports and entertainment arena at the University of Texas at Austin.

In December, Trump pardoned Leiweke, a former top executive for several professional sports teams.

The indictment said Leiweke, co-founder of Oak View Group, a global sports-and-entertainment construction and management firm, struck a deal with a rival construction company that agreed not to bid on the Moody Center project, leaving Oak View as the sole bidder.

In exchange, the indictment said, Oak View promised to steer lucrative subcontracts to the rival firm.

Leiweke said of his pardon: "I do not have the words to adequately convey my profound gratitude to President Trump. This has been a long and difficult journey for my wife, my daughter, and me. The president has given us a new lease on life with which we will be grateful and good stewards."

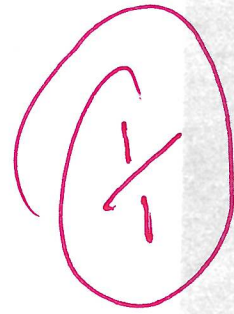
Leiweke is a former president of National Basketball Associa-

Not to bid

Advertisement

Trending
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OPEN



Former Edcouch city manager sentenced for public corruption

BY MARK REAGAN

Staff Writer

Edcouch's former city manager will join a former alderman from the municipality in federal prison for one year and one day.

U.S. District Judge Randy Crane on Thursday sentenced Victor Hugo De La Cruz to prison on a charge of conspiracy to defraud the United States. On June 3, Crane sentenced Rene Adan Flores, the former alderman, to the same sentence on the same charge.

Both men were allowed to self-surrender at a later date, court records show.

Advertisement

"Mexican"
owned
business

used to
bribe

HARRIS COUNTY

Harris County Flood Control District disputes allegations of contract process violations

The flood control district however argues the Monday audit covers a transition period during which the flood control district was actively implementing reforms and updating their procedures.

Sarah Grunau | October 7, 2025, 5:09 PM (Last Updated: October 8, 2025, 10:45 AM)



Sarah Grunau/ Houston Public Media

Harris County Judge Lina Hidalgo confirmed her intentions not to seek reelection during a press conference, Sept. 16, 2025.

Harris County Judge Lina Hidalgo is making calls for transparency after a Monday audit showed the Harris County Flood Control District allegedly failed to implement a reformed procurement process for selecting project vendors.

The revelation comes after Hidalgo's office called for an audit of the flood control district and its selection process following conversations last month about a major funding shortfall on dozens of post-Hurricane Harvey flood projects.

County commissioners last year directed the flood control district, the Harris County Toll Road Authority and the county engineering department to implement written procedures for how the entities select vendors, maintain process documents, and require that county employees involved in the procurement process complete conflict of interest forms.

The guidance was prompted by an earlier 2023 audit that found issues with the flood control district's procurement process that may have posed "undue risk to Harris County," according to county documents.

The 2023 audit found that the flood control district failed to document how professional services vendors are evaluated and selected, "meaning there is no written record of why a particular vendor was determined to be the 'most highly qualified' vendor for a given contract," according to the documents.

It also found that the flood control district and commissioner precincts failed to specifically document that individuals involved in the vendor evaluation process do not present a personal or financial conflict of interest.

Former Edcouch city manager pleads guilty to kickback scheme

BY XAVIER ALVAREZ

Staff Writer

The former Edcouch city manager accused of plotting a kickback scheme alongside the city's former alderman pleaded guilty on Thursday.

Victor Hugo De La Cruz pleaded guilty to one count of conspiracy to defraud the United States following former Edcouch Place 1 Alderman Rene Adan Flores' guilty plea to a similar charge in January, according to court documents.

The two were arrested back in September on bribery charges involving a kickback scheme where they would obtain money from a private business in Brownsville, namely Pink Ape Media, which is owned and operated by a Mexican national named Rodrigo Moreno-Fernandez, in exchange for steering Edcouch to awarding the business with a marketing contract.

According to the indictment, the business owner met with the duo on or about July 9, 2019, where they agreed to this exchange.

Guilty to award



Edcouch City Manager Victor Hugo De La Cruz, left, and Place 1 Alderman Rene A. Flores, far right, leave the McAllen federal courthouse after making initial appearances in a public corruption case against them on Sept. 13, 2024.

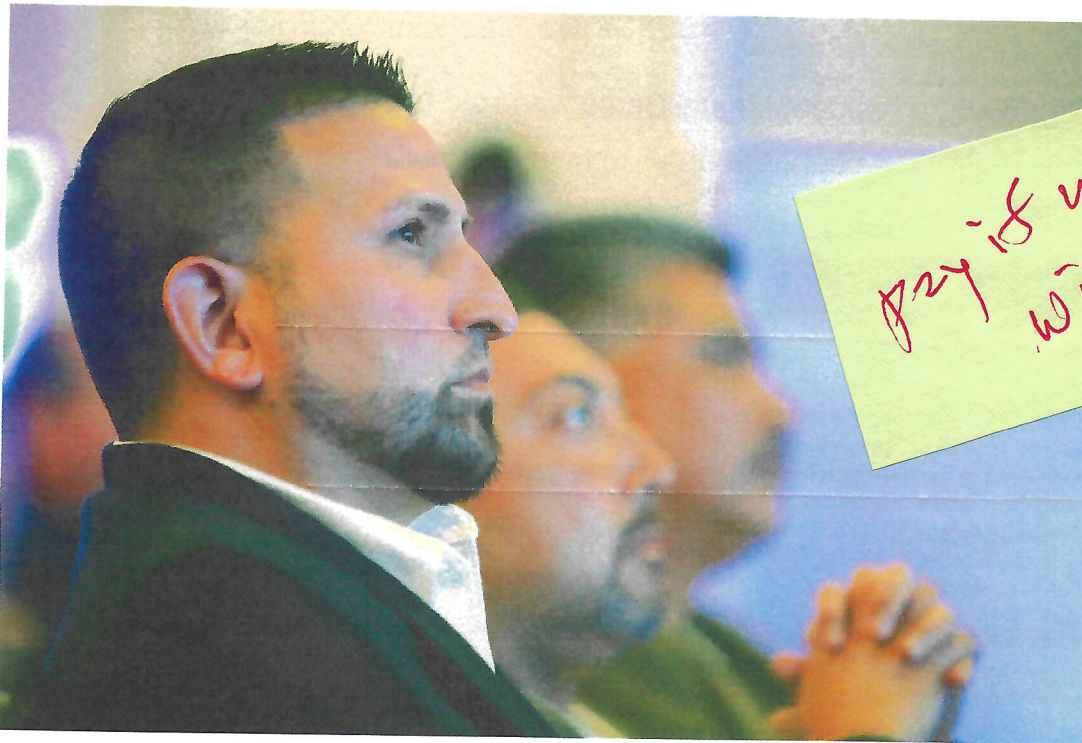
Dina Arévalo | The Monitor

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Advertisement

Former Edinburg councilmember admits to 'pay-to-win' bribery scheme

By Xavier Alvarez - August 14, 2025



Former Edinburg city councilmember Jorge "Coach" Salinas listens to the State of the City Address at the Edinburg Auditorium on Thursday, April 19, 2018, in Edinburg. (Joel Martinez | jmartinez@themonitor.com)

Only have a minute? Listen instead



A former Edinburg city councilmember pleaded guilty Wednesday for his role in a "pay-to-play" bribery scheme.

As part of a plea agreement, 47-year-old Jorge "Coach" Salinas pleaded guilty to one count of bribery involving federal programs, court records show.

Both Salinas and Garza are currently scheduled to be sentenced in November.

Xavier Alvarez

<https://myrgv.com>

Xavier Alvarez is a Rio Grande Valley native who covers crime and courts in Hidalgo County for The Monitor. He can be reached at xalvarez@themonitor.com.

Ann Taubert
Broker Associate
5-245-4184

Velma DeLos Santos
Owner/Broker,
GRI, CRS, CREP
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San Benito, TX 78586

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DUE DATE & TIME

May 12, 2026, 2:00 PM
May 7, 2026, 2:00 PM

May 7, 2026, 2:00 PM
May 7, 2026, 2:00 PM

id.ionwave.net/Login.aspx

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ool District
larlingen, Texas 78550

Wednesday, and Friday 8:00am to 12:00pm and 1:00pm to 5:00pm.

Or you may visit our office in La Feria at 313 Lions Villa in La Feria, TX 78559. Our phone number there is (956) 797-1041 Tuesdays and Thursdays 8:00am to 12:00pm and 1:00pm to 5:00pm.

You may also apply online at <https://cchatx.housingmanager.com>

REQUEST FOR PROPOSAL

The La Feria Independent School District is now accepting bids for SY 2026-2027 on the following:

- Teaching and Office Supplies and Materials
- Awards, Incentive, and Promotional Items Districtwide
- Janitorial Chemicals and Supplies
- Janitorial Paper and Paper Products
- Plumbing Hardware Supplies, Materials, and Services
- Bus, Heavy, & Light Duty Mechanic
- Gasoline and Oil Products
- Refrigeration and Air Conditioning & Heating Repairs and Equipment
- Fire Extinguisher
- Glass and Installation
- Fencing Services and Supplies
- Electrical Services
- Roofing Repair Services
- Locksmith Services
- Pest Control Services
- Fire & Burglar Alarm Services
- Occupational Therapy Services
- Physical Therapy Services

*all
due
same
day/time*

Bid Specifications may be obtained online www.laferiaisd.org or at 203 E. Oleander Ave. La Feria, TX. All bids must be in a sealed envelope with the words "SEALED BID" typed or printed on the outside of the envelope and addressed to CFO, Mr. Alejandro Cespedes.

The deadline for bids will be May 20, 2026 at 3:00 pm and recommendations will be made during our scheduled June 2026 Board meeting. The District reserves the right to accept and/or reject any or all bids.

CITY OF COMBES

ADVERTISEMENT AND INVITATION FOR BIDS

The City of Combes will receive sealed bids for the reconstruction of One (1) home until 11:00 A.M. May 12th, 2026 at City Hall, 21626 Hand Road/P.O. Box 280, Texas 78535. The bids will be publicly opened and read aloud at 11:00 A.M. at the City Hall at the same address.

Bids are invited upon the several items and quantities of work as follows:

101 Legal Notices 101 Legal Notices 101 Legal Notices 101 Legal Notices 101 Legal Notices 101 Legal Notices 101 Legal Notices



PURCHASING DEPARTMENT INVITATION

BID/CSP/RFQ (Bid/Competitive Sealed Proposal/Request for Qualification)

Description	Number	Submission/ Opening
Achievement Awards & Incentives District-Wide Senior Buyer: Sandy Hernandez, CTSBO	RFP 27-003	06/04/2026 Submission <u>9:00 AM</u> Opening <u>9:15 AM</u>
Training Room Supplies & Equipment District-Wide Senior Buyer: Sandy Hernandez, CTSBO	RFP 27-005	06/04/2026 Submission <u>9:00 AM</u> Opening <u>9:30 AM</u>
Two Way Portable Radios, Supplies and Accessories District-Wide Senior Buyer: Sandy Hernandez, CTSBO	RFP 27-046	06/04/2026 Submission <u>9:00 AM</u> Opening <u>9:45 AM</u>
Graduation & Honor Awards District-Wide Senior Buyer: Sandy Hernandez, CTSBO	RFP 27-010	06/04/2026 Submission <u>9:00 AM</u> Opening <u>10:00 AM</u>
General Merchandise Supplies, Services & Groceries District-Wide Senior Buyer: Marisela Ayala, CTSBO	RFP 27-001	06/11/2026 Submission <u>9:00 AM</u> Opening <u>9:15 AM</u>
High School Marching Band Show Writing Services & Supplies District-Wide Senior Buyer: Marisela Ayala, CTSBO	RFP 27-024	06/11/2026 Submission <u>9:00 AM</u> Opening <u>9:30 AM</u>
Special Education Services District-Wide Senior Buyer: Marisela Ayala, CTSBO	RFP 27-027	06/11/2026 Submission 9:00 AM Opening 9:45 AM

PUBLIC

CIT

Notice is hereby given that the City of Starbase, Texas, will hold a public hearing on an application to rezone a portion of the Heavy Industrial District located west of Kingstone, Texas, legally described as a portion of Share 3, San Matias County, Texas, Tract III in the Survey of No. 2021-14444, Official Map

The **Public Hearing** will be held at 48491 State Highway 171, Starbase, Texas. Interested parties may contact the City Clerk at (956) 261-1111 for more information.

This notice is issued pursuant to the Government Code Chapter 211.

PUBLIC NOTICE OF THE CITY OF BUILDING AND

Notice is hereby given that the City of Starbase, Texas, will hold a public meeting at 5:30 PM in the Commission Room at the City Hall at 1001 E. Elgin Street. A public meeting was held on June 11, 2026, at which time the Standards Commission heard the following case concerning the International Property Maintenance Code and adopted codes and ordinances.

Case Number 2026-001
Property Address: 48491 State Highway 171
Owner(s): Perla Esquivel
ORDER of the Board of Commissioners
The owner is hereby notified to appear and clear the property.

The selected contractor will perform a minimum of 12 and up to a maximum of 24 full beach cleaning operations per year using a Barber SURF RAKE, supplemented by hand-picking of litter and removal of heavy debris. All work must strictly comply with Texas General Land Office (GLO) guidelines.

Proposal Deadline: May 26, 2026, at 2:00 PM CDT

For the complete RFP package and submission instructions, contact: **Gretchen Norton, City Clerk** gretchen.norton@starbase.texas.gov



City of Brownsville Procurement Department

INVITATION

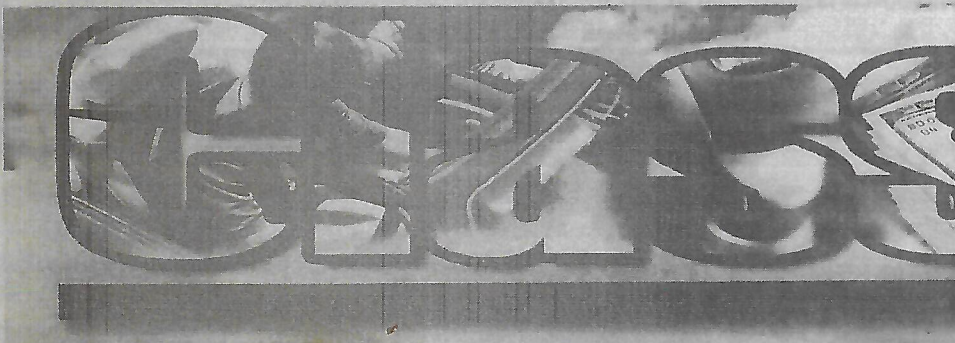
** B/P/Q (Bid/Proposal/Qualifications)*

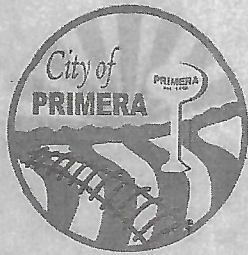
Description	Number	Pre-Bid/Proposal Meeting	Site Visit	Proposal Opening
Invitation for Bids: Bore and Trenching On-Call Services	*B 218-26-EPW- IFB	Tuesday, May 19, 2026 @10:00 A.M CT TEAMS VIRTUAL MEETING	N/A	Tuesday, June 16, 2026, @ 3:00 PM CT TEAMS VIRTUAL MEETING

Interested Bidders/Proposer are invited to attend the Bid/Proposal opening via Video conference on the dates specified. Presence is not mandatory. Specifications may also be viewed and downloaded at: <http://www.brownsvilletx.gov> or <https://brownsvilletx.bonfirehub.com/> (956) 548-6087 office, e-mail: purchasing@brownsvilletx.gov.

5/16/2026

Pre bid ?





Request for Qualifications (RFQ) Engineering Services for the

City of Primera's Water Treatment Plant and Water System Improvements

The City of Primera (the City) is seeking qualified firms to provide engineering services for the City.

The City proposes to contract with a qualified Engineering Firm to provide engineering services for the design of a Water Reverse Osmosis (RO) Water Treatment Plant, groundwater pump(s), and other water system improvements.

The requested engineering services shall include, but are not limited to, preparing all preliminary and final design plans and specifications, support permit and regulatory approvals, and overseeing implementation.

Particular consideration will be given to firms demonstrating experience with similar water supply and RO treatment projects, the ability to prepare a detailed project schedule and implementation plan to bring the project to "shovel-ready" status as soon as possible.

Interested firms can request a copy of the full RFQ by going to www.cityofprimera.us or by e-mailing a request to the City's Water Plant Project Manager at aurrea@clfenterprise.com.

The RFQ release date is April 25, 2026. Questions regarding this RFQ must be submitted no later than May 19, 2026, at 5:00 p.m. Statements of Qualifications for the proposed services must be received no later than May 26, 2026, at 5:00 p.m., at the following address:

City of Primera, TX
ATTN: Celina Gonzales, City Manager
17635 Primera Rd.
Primera, Texas 78552

If you have any questions, please feel free to reach out to the City's Water Plant Project Manager at aurrea@clfenterprise.com or (956) 433-2276

Extra Space Storage, on behalf of its affiliates, Life Storage or Storage Treasures, is conducting a public auction to satisfy Extra Space Storage's personal property described below of individuals listed below at the following address: **All spaces contain household items, unless otherwise noted. Clean up debris by 5:00 PM on the day of the auction.**

Property #7
296 Lorenaly Dr, Brownsville, TX 78520
• Elsa Chio
• Brandy Coffey

Auction Date : May 26, 2026
Time: 10:00 AM

The auction will be listed on www.storage-treasures.com. Payment must be made with cash only and at the referenced facility to complete the purchase. Extra space storage may refuse to rescind any purchases up until the time the purchaser takes possession of the personal property.

Necessary for the question?

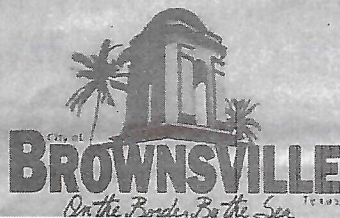
PUBLIC NOTICE TO DEFENDANT
On May 26, 2026, the City of Primera, Texas, is conducting a public auction of the property described below. The City of Primera, Texas, is the owner of the property and is taking corrective action to clear the property containing the personal property of the defendant. The City of Primera, Texas, is assessing civil penalties against the defendant for failure to appear at the auction.

CITATION BY PUBLIC NOTICE
THE STATE OF TEXAS
2025-1

U.S. Bank National Association, Not a Trustee in Individual Capacity but Solely as Trustee of the U.S. Bank National Association NRZ Pass-Through Trust XII
vs
Alejandro N. Mata

TO: The Unknown Heirs-at-Law
No Known Address

NOTICE TO DEFENDANT: You are hereby notified that a public auction will be held on May 26, 2026, at 10:00 am on the Monday



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HEARINGS

s by the Zoning Board
be held at 5:30 p.m. on
own Hall, 118 East Tyler

to allow an accessory
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n a Residential, Single-
826 North Mockingbird
Lot 20, Cardinal Terrace
oel Sanford

ccessory structure (metal
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esidential, Mobile Home
Vista Verde Circle East,
22, Block 2, Vista Verde
gorio Rodriguez, Jr.

ow an accessory structure
the required twenty (20)
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esidential, Single-Family
ngton Avenue, bearing a
Park Meadows, Section II
a

n or by attorney to submit
n and variance requests.

o Muñoz, Chairperson
oard of Adjutment



BID ITEM: ✓ Uniform Service Districtwide

BID DESCRIPTION: ✓ Uniform Service for Maintenance,
Transportation, Security, and other
departments of the San Benito School
District

BID DEADLINE: ✓ Tuesday, June 16, 2026, at 3:00 p.m.
(CST)

San Benito Consolidated Independent School District (SBCISD) is interested in purchasing the above items. Sealed bid proposals will be received at the office of **Mrs. Vicki Perez Assistant Superintendent of Finance & Operations, 240 North Crockett Street, San Benito TX 78586**, immediately following the deadline proposals will be open and read aloud at the **Purchasing Department, 2001 UTex Drive, San Benito, TX. 78586**.

Interested bidders may obtain specifications and information for bidding by contacting **Eddie Cavazos, Purchasing Director, SBCISD, 2001 Utex Drive, San Benito, Texas 78586**, telephone number (956) 361-6390 or at www.sbcisd.net.

Vicki Perez
Assistant Superintendent of Finance & Operations
San Benito CISD

✓
Cook
Ad

101 Legal Notices

101 Legal Notices

REQUEST FOR QUALIFICATIONS

The South Texas Health Cooperative is now accepting Qualification Statements for:

Employee Managed Health Insurance Consulting Services

RFQ #HC-2026-03

The South Texas Health Cooperative ("STHC") is extending its original RFQ #HC-2026-03 notice to request Qualification Statements for the purpose of selecting a Highly Qualified firm to provide Health Insurance Consulting Services. Services are to include, but are not limited to, assisting STHC with all aspects of planning, design, and budgeting for our Group Medical Coverage beginning with the 2026-2027 plan year. The successful consulting firm will be retained to assist for the next five

SC

or Southern Cameron County
Rehabilitation Project (Phase I)

Improvements along IIS-281/

al (956) 548-6150). Of all said matters and things, all persons interested in the things and matters herein mentioned will take notice.

May 16-17



2606 BOCA CHICA BLVD
BROWNSVILLE, TX 78521
(956) 541-8315
www.hacb.us

REQUEST FOR PROPOSALS (RFP)

The Housing Authority of the City of Brownsville (HACB) is hereby soliciting Proposals for the following item:

- 1. "RFP HACB No. 26-002 "NSPIRE Inspection Services"

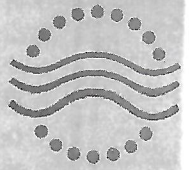
HACB is seeking to engage qualified firms to perform NSPIRE (National Standards for the Physical Inspection of Real Estate) Inspection Services. All applicants must comply with the RFP requirements and must address all items.

All proposals must be submitted electronically no later than 4:00 p.m. C.S.T. on Thursday, June 11, 2026, through the Housing Agency Marketplace. No Proposal will be accepted for consideration after the deadline specified above.

All proposals will be evaluated in accordance with the HACB procurement process. Any proposal not fully addressing the requirements of the Request for Proposals may be considered non-responsive and may be eliminated from further consideration.

This RFP (and any future Addendums to it) may be obtained by accessing the Housing Agency Marketplace website <https://ha.internationaleprocurement.com>. If you have any problems obtaining the document, please contact Mr. Julio C. Martinez, Procurement Manager at jcmartinez@hacb.us or (956) 214-1536.

PUBLISHED: 5/9/2026 & 5/16/2026 ✓

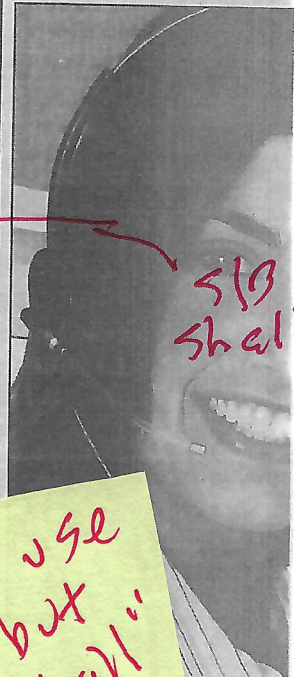


BROWNSVILLE
PUBLIC UTILITIES BOARD

NO.	PRE-BID/ PROPOSAL CONFERENCE CONFERENCE CALL
P 041-26	N/A

*B/P/Q (BID/PROPOSAL)

Sealed bids/proposals/Utilities Board, at the c
OLMITO, TEXAS 7857
received until the date :
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[brownsville-pub.com/rfp](https://www.bidnetdirect.com)
<https://www.bidnetdirect.com>



slg shall

do not use "may" - but use "shall"

VISIT OUR WEBS

FIND THE BEST RATES ON MORTGAGES



FIND YOUR NEXT APARTMENT



LOOKING FOR A NEW HOME?



REQUEST FOR PROPOSALS

D. Wilson Construction Company will be accepting Proposals for:
San Benito Consolidated Independent School District
New Performing Arts Center GMP2

Description of the Project:

The project phase 2 will consist of a ground-up 30,000 SF building for a new performing arts center. Work includes earthwork, hot mix asphaltic & concrete paving, cast in place concrete, masonry, structural steel, millwork, metal panels, thermal & moisture protection, TPO roof, doors, glass systems, drywall systems, sound panels, flooring, painting, accessories, theatre specialties, fire protection, plumbing, HVAC systems, electrical, fire alarm, telecommunications, fencing, landscape and irrigation.

Pre-Proposal Conference and Site Visit: Tuesday, May 19, 2026, at 10:00 AM CT at San Benito Veterans Memorial Academy Campus, Library Building, 2115 N. Oscar Williams Rd, San Benito, TX 78586.

RFIs Due: Wednesday, May 20, 2026, at 2:00 PM CT RFIs must be in writing and submitted via email to FredL@dwilsonconstruction.com or delivered to 1207 East Pecan, McAllen, TX 78502 prior to deadline.

Proposal Due Date: Wednesday, May 27, 2026, at 4:00 PM CT, via email to FredL@dwilsonconstruction.com or delivered in a sealed and labeled envelope "RE: SBCISD PAC GMP 2 PROPOSAL" to D. Wilson Construction office at 1207 East Pecan, McAllen, Texas 78502 prior to deadline.

Bid Package, Plans, Specifications, and Addenda:

Bid documents may be obtained from D. Wilson Construction Company at <https://www.dwilsonconstruction.com/bid-opportunities> beginning at 8:00 AM on Saturday, May 16, 2026, PlanHub, VBX, or by contacting Abraham Perez by email, AbrahamP@dwilsonconstruction.com. By submitting a proposal, each sub-proposer represents that he has read and understands the DWC bid package, plans, and specifications, has visited the site and is familiar with the site and local conditions under which the work is to be performed and that his proposal is based upon labor, materials, equipment, and all requirements to execute this portion of the work as required by the bid package without exception. Proposals received after the deadline may be rejected. All sub-proposals will be considered as competitive sealed proposals.

D. Wilson Construction Company is an Equal Opportunity Employer (EEO). Participation by Certified HUB firms is encouraged.

MILITARY HIGHWAY WATER SUPPLY CORPORATION
Request for Qualifications (RFQ) for Engineering Services
Notice

Military Highway Water Supply Corporation is seeking to enter into an engineering services contract with a qualified Engineer Firm to execute a pilot-scale water treatment study for an existing groundwater system (Joines Rd Water Treatment Plant) with elevated TDS and membrane fouling.

Scope of Work – Services shall include furnishing and actively operating a mobile pilot treatment system (RO and/or NF), performing continuous testing under varying conditions, and optimizing pretreatment and chemical dosing to address scaling and fouling and improve water quality. Deliverables shall include clear, data-driven recommendations for full-scale treatment improvements.

HARLINGEN CO
NOTICE OF INTENT

NOTICE IS HEREBY GIVEN that the Texas Local Government Development Corporation is the Texas Local Government Community Improvement Development Corporation. It is requested that you provide financial information for the Hunter Park improvement project, including basketball Court, and American City \$750,000.

The Harlingen Community Improvement Corporation will consider undertaking the 60th day after the date of the body of the City of Harlingen. More than 10 percent of the municipality request these projects are authorized by the Corporation Act, § 215.001.

It is requested that you appear in person or by your representative at the City Improvement Board meeting, Room 100, 78550.

Executed this 23rd day of May, 2026.

Over 100
now available

SUBSCRIBE



REQUEST FOR BIDS (RFB) - LIVE PLANT SUPPLY AND MAINTENANCE SERVICES

VALLEY INTERNATIONAL AIRPORT (HRL) HARLINGEN, TEXAS

MAY 2026

The City of Harlingen, Valley International Airport (Airport), is seeking qualified vendors to submit bids for the purchase, provision, installation, and ongoing maintenance of live plants throughout the airport (terminal: outside, front area and inside of the terminal). The goal is to establish a contract with a responsible bidder capable of providing professional services that enhance the appearance, safety, and environmental quality of the airport along with a memorable passenger experience and high-standard tropical, visual appeal, improve air quality, and maintain a high standard of tropical, visual appeal.

The following minimum requirements must be met in order for a company to provide Live plant supply and maintenance for the Airport:

- (1) Vendor name, address, phone number, and contact person.
(2) Possess a valid license in the State of Texas.
(3) Provide proof of appropriate insurance as required by the Airport, including general liability and workers' compensation insurance, prior to contract execution.
(4) Minimum of five (5) years of experience in commercial live plant supply and maintenance.
(5) Compliance with FAA and TSA safety and security regulations.
(6) Ability to work in secure and restricted areas.
(7) Knowledge of plant care suitable for South Texas climate conditions.
(8) Adequate staffing and equipment to service the airport's needs.

The selected vendor will ensure a safe environment throughout the airport facility in compliance with all applicable federal, state, local, and TSA rules and regulations, including weekly maintenance of all plants, detailed service reports after each visit, and reporting of all work in detail.

RFB - Live Plant Supply and Maintenance Services Advertisement

The anticipated contract term is for twelve (12) consecutive months commencing on August 1, 2026, and ending on July 31, 2027, with the option to renew for an additional four (4) years at one (1) year intervals as long as both parties agree in writing under the same terms, conditions, and costs.

All bids must be submitted by 10:00 AM, Thursday, June 4, 2026. Bids

INARY DECISION WASTEWATER

y Highway Water Supply operates Joines Road Water ant, has applied to the Texas of Texas Pollutant Discharge ich authorizes the discharge ed 1,440,000 gallons per day ary 24, 2025.

an Benito, Cameron County, facility's general location is tion or notice. For the exact

46388.26.076388&level=18.

Drainage District No. 3 Main 01 of the Nueces-Rio Grande aquatic life use for San Benito s for Segment No. 2201 are

view of the application and establish the conditions under made a preliminary decision ry requirements. The permit draft permit are available for reet, San Benito, in Cameron available electronically at the

Handwritten notes: OK, NOT, NOX, NOX, NOX

mits/tpdes-applications

otice in Spanish is available at: mits/tpdes-applications.

mits/tpdes-applications.

public comments or request blic meeting is to provide the estions about the application. tive Director determines that ion or if requested by a local

After the deadline for public and prepare a response to all sponse to comments, along , will be mailed to everyone e on a mailing list for this so provide instructions for of the Executive Director's milar to a civil trial in a state

INCLUDE THE FOLLOWING number; applicant's name of your property/activities ow you would be adversely public; a list of all disputed

The flood control district, HCTRA and the engineering department are the only county departments that independently make procurement decisions on projects over \$50,000 — with the exception of projects funded by federal dollars. The Harris County Purchasing Agent is responsible for managing that process for other departments and awarding contracts for professional services.

Monday's audit found that the departments' independent procurement processes mean that the county lacks tracking and documentation of those contracts. The process of recordkeeping to track the vendor selection process is left solely to the flood control district.

A new policy by the flood control district, implemented in response to the 2023 audit, included specific conflict of interest certifications and a vendor evaluation and scoring process, but the audit asserts it wasn't implemented until August this year, after the flood control district requested several extensions.

On Monday, Hidalgo said the audit shows there are apparent risks of conflicts of interest in how flood control contracts are awarded.

"The Auditor's report proves what we've known for nearly two years: our current procurement processes put the county and taxpayers at risk," she said in a statement. "We need transparency and guardrails, so we can get Harris County government in line with basic ethics standards."

The flood control district, however, argued that the Monday audit covers a transition period during which the flood control district was actively implementing reforms and updating its procedures.

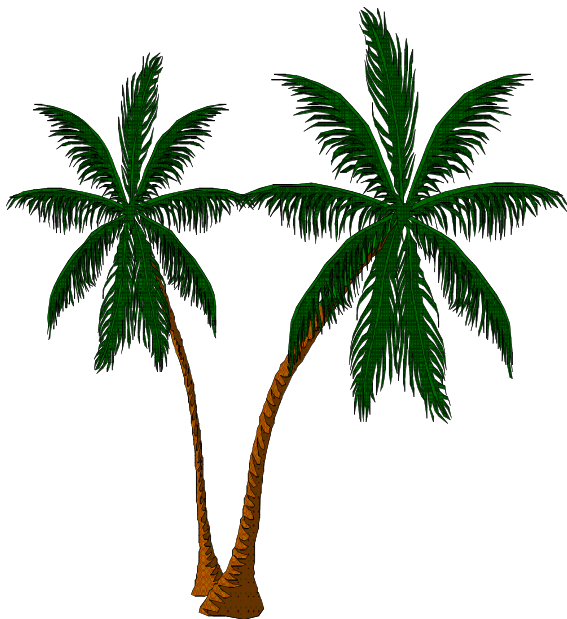
In a statement to *Houston Public Media*, a spokesperson for the flood control district said the entity categorically rejects any implication of unethical behavior in its contracting processes.

"Our record speaks for itself; every day, our engineers, field staff, and professionals bring their expertise, integrity, and dedication to mitigate flooding for Harris County residents," according to the statement.

A follow-up audit is planned for next year to review the flood control district's implementation of process reforms.

SUMMER SESSION 2026

QUESTIONS & ANSWERS SESSION



SPEAKERS:

**Jesus Amezcua
Narita Holmes
Mark Rogers
Phillip Vasquez**