



INSTITUTE FOR SUPPLY MANAGEMENT

RIO GRANDE VALLEY CHAPTER

ISM-Rio Grande Valley, Inc.

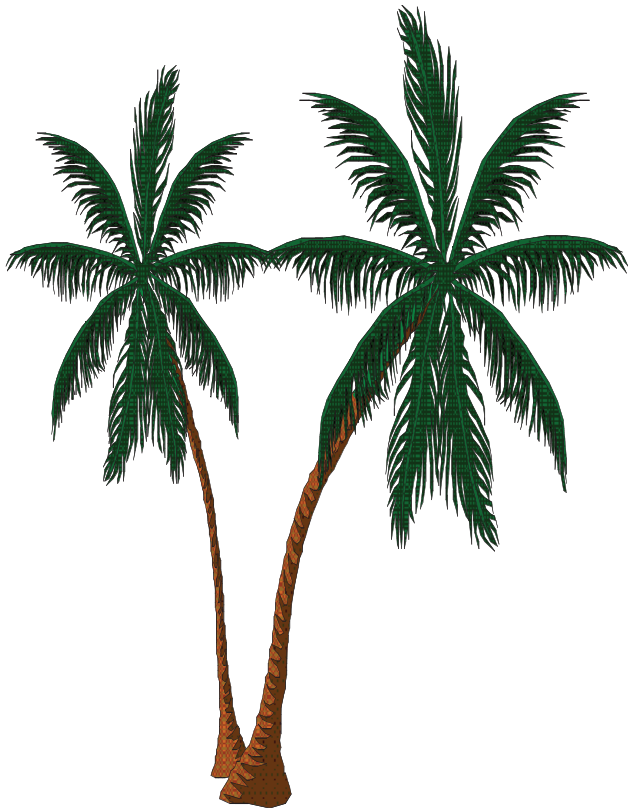
Presents

TIMELINE 2026

A PUBLIC EDUCATION PURCHASING
SEMINAR

from

September 23RD, 24TH, 25TH, 2026



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

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CALENDAR OF EVENTS

TIMELINE 2026

A PUBLIC EDUCATION PURCHASING SEMINAR

September 23, 24, 25, 2026

Hilton Garden Inn Beach Resort · South Padre Island, Texas

Tuesday, September 22	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, Sept 23	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, Sept 24	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, Sept 25	8:00 - 12:00 p.m.	Exhibits Open
	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)

TIMELINE 2026

CLASS SCHEDULE

WEDNESDAY—SEPTEMBER 23, 2026

10:00 – 1:00		REGISTRATION
1:00 – 1:05		INTRODUCTION
1:05 – 2:00	W-1	UPDATE ON LEGISLATION LEGISLATIVE LAWS • <i>Narita Holmes</i> • <i>Carol Cooper</i> • <i>Jesus Amezcua</i>
2:00 – 3:00	W-2a	WHAT MEASURES TO USE TO EVALUATE YOUR JOB • <i>Narita Holmes</i>
3:00 – 3:15	W-2b	VENDOR INTRODUCTIONS
3:15 – 4:00	W-3	LIABILITY, RISK AND IMMUNITY IN CONTRACTING • <i>Elton Brock</i> • <i>Joey Lopez</i>
4:00 – 5:00	W-4	AFTER THE BID OPENING—HOW TO MANAGE THE PROCEDURES • <i>Mark Rogers</i>
5:30 – 7:30		NETWORKING SESSION/RECEPTION

TIMELINE 2026

Class Schedule Thursday—September 24, 2026

TIME	CLASSROOM A		CLASSROOM B	
8:00 - 9:00	T-5A	PROCEDURES OF CONTRACT MANAGEMENT * <i>Narita Holmes</i> * <i>Carol Cooper</i>	T-5B	A REVIEW OF EDUCATION CODE 44.03(CH) * <i>Phillip Vasquez</i>
9:00 - 10:00	T-6A	HOW TO HANDLE A BID PROTEST * <i>Narita Holmes</i> * <i>Carol Cooper</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—INCLUDING ED-GAR MANUAL * <i>Jesus Amezcua</i>	T-7B	KEEP YOUR PURCHASING FILES IN ORDER—THE AUDITORS ARE COMING * <i>Edna Johnson</i>
11:00 - 12:00	T-8A	UPDATE YOUR PROCUREMENT TEMPLATES * <i>Jesus Amezcua</i>	T-8B	CHANGES ON JOB ORDER CONTRACTING (JOC) * <i>Stephen Kendrick</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>Cuong Pham</i>	T-10B	SPECIFICATION WRITING * <i>Mark Rogers</i>
3:00 - 4:00	T-11A	KEY TERMS AND CONDITIONS OF A CONTRACT—HIDDEN PITFALLS IN VENDOR CONTRACTS * <i>Mike Saldana</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			

TIMELINE 2026

CLASS SCHEDULE FRIDAY—SEPTEMBER 25, 2026

8:00 – 9:00 F-13

YIKES! AM I WITNESSING FRAUD

- *Narita Holmes*

9:00 – 10:00 F-14a

KEY FACTS OF A BID, PAYMENT BOND AND PERFORMANCE BOND

- *David P. Hanson*

10:00 – 11:00 F-14b

EXPANDING REGIONAL IMPACT & SUSTAINABLE SOURCING FOR FOOD & NUTRITION PROGRAMS

- *Kristina Carrizales Escobar*
- *Kimberly Keller*

11:00 – 11:30 F-15a

HEADLINE NEWS ARTICLES

- *Adrian Garcia*
- *Ignacio Amezcua*

11:30 – 12:00 F-15b

QUESTIONS & ANSWERS SESSION

- *Narita Holmes*
- *Carol Cooper*
- *Dr. Jesus Amezcua*
- *Mark Rogers*
- *Phillip Vasquez*

GENERAL SESSION CONCLUDES—SPECIAL GROUP SESSIONS LISTED BELOW

12:00 – 4:00

REGION ONE ESC PURCHASING COUNCIL MEETING LUNCH PROVIDED



TIMELINE 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.

ELTON BROCK

Elton 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.

CAROL COOPER

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

KRISTINA CARRIZALES ESCOBAR

Kristina is the South Texas Cooperative Lead with Region One Education Service Center and ten years of experience in cooperative procurement, specializing in Child Nutrition programs. Her expertise includes cooperative purchasing, USDA Foods, Further Processing, and developing compliant, efficient contracts that help school districts meet their program needs. Kristina is passionate about connecting procurement strategy with the real world needs of Child Nutrition professionals. She brings an analytical yet collaborative approach to her work, with a focus on simplifying complex procurement requirements, identifying innovative solutions, and helping districts maximize the value of their cooperative purchasing opportunities. Through her work with the South Texas Cooperative, Kristina is committed to empowering Child Nutrition professionals with the knowledge, resources, and partnerships they need to build stronger programs and keep students at the center of every decision

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.

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.

STEPHEN KENDRICK, RTSBA

Stephen Kendrick is the 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, and procurement in the government, education and private markets. Kendrick first joined HCDE in 2015 as a Contract Compliance Specialist for Choice Partners, HCDE's national purchasing cooperative. His success in that role quickly led to greater responsibility as Senior Manager of Facilities Planning, Assistant Director of Facilities & Construction, and ultimately the Compliance & Construction Officer, which allows him to share his expansive knowledge of the legal and practical challenges of managing construction projects with public funds. Kendrick's insight into construction developed as a young man, when he would accompany his father to job sites to observe firsthand the attention to detail required of effective project management. Throughout high school and college, Kendrick worked as an electrician's apprentice at Sprowls Corporation – an experience that allowed him to see important connections between his studies and real world applications. 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.

KIMBERLY KELLER

Kimberly is a Registered Dietitian with career goals dedicated to elevating school nutrition and procurement across South Texas. Her journey began as the School District Dietitian for Mission CISD, followed by serving as a Regional Food and Nutrition Specialist at Region One ESC, and later as the Child Nutrition Coordinator for Harlingen CISD. Today, she leverages that combined clinical and operational expertise in her current role as a Local Lead Procurement Specialist, ensuring our schools receive the highest quality goods while strictly adhering to state and federal regulations.

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.

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.

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. 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.

MIGUEL SALDANDA

Miguel (Mike) Saldana is a native of Brownsville, TX, he recently retired from Walsh Gallegos' Rio Grande Valley law office. In addition to his general school law practice, Mike focuses on litigation involving school employees and personnel issues as well as facilities and business. He is an experience litigator with over 45 jury trials in his career, Mike has argued successfully before the Texas 13th Court of Appeals, the Texas Supreme Court, and the U.S. 5th Circuit Court of Appeals. Prior to joining Walsh Gallegos' law Firm, he served as a school board trustee and later as general counsel to Brownsville ISD. Mike received his law degree from UT Austin

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.

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.



INSTITUTE FOR SUPPLY MANAGEMENT

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Institute for Supply Management-Rio Grande Valley

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TIMELINE

2026



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SEMINAR NO. 2026-02

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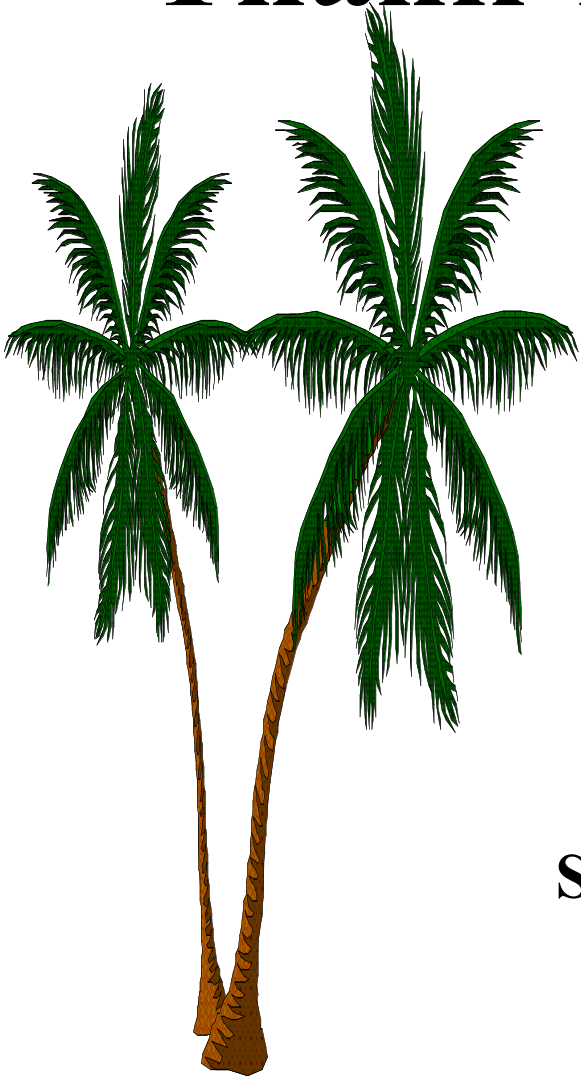
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Thank You Sponsors!



TIMELINE 2026

**September 23, 24, 25, 2026
South Padre Island, TX**

Vendor #1 | Gold Sponsor

**1GPA**

Address: 1910 W. Washington St.
Phoenix, AZ 85009

Phone: (480) 399-6366

Email: cknorr@1gpa.org

Website: <https://www.1GPA.org>

Products: National, non-profit purchasing cooperative.

Contacts: Christy Knorr (cknorr@1gpa.org); Dan Elliott (delliott@1gpa.org)

Vendor #2 | Gold Sponsor

**Choice Partners Purchasing Cooperative**

Address: 6300 Irvington Blvd
Houston

Phone: (832) 731-2628

Email: conferences@choicepartners.org

Website: <https://www.choicepartners.org>

Products: Procuring contracts for services, contracts for cooperative purchasing.

Contacts: Sylvia Zapata (sylvia@choicepartners.org); Rosa Murillo Rosa Murillo; Rosa Murillo Rosa Murillo; Rosa Murillo Rosa Murillo

Vendor #3 | Gold Sponsor

**D&M; Leasing**

Address: 1400 W 7th Steet
Fort Worth Texas

Phone: (817) 461-9688

Email: jhaddad@dmfleets.org

Website: <https://www.dmfleets.org>

Products: Government Fleet Management

Contacts: Jerry Haddad (jhaddad@dmfleets.org); Jennifer Garcia (jennifer.garcia@dmfleets.org); Yvette; Haddad

Vendor #4 | Gold Sponsor

**GerMax LLC**

Address: 5701 W Military Hwy STE B
McAllen, TX 78503

Phone: (956) 369-4636

Email: services@germax.us

Website: <https://www.germax.us>

Products: Janitorial/Cleaning Products (Chemicals, Trash Bags, Papers - Toilet/Hand)

Contacts: Maximiliano Fernandez (mfernandez@germax.us); Luis Gerardo Barragan (gbarragan@germax.us); Victor Fernandez (sales@germax.us); Jair Varela; Lic. Gerardo Barragan

Vendor #5 | Gold Sponsor

**Gulf Coast Paper Co. Inc**

Address: 635 Billy Mitchell Blvd
Brownsville, TX 78521

Phone: (956) 541-2281

Email: gary.ellis@imperialdade.com

Website: <http://www.gulfcoastpaper.com>

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

Contacts: Gary Ellis (gary.ellis@imperialdade.com)



Vendor #6 | Gold Sponsor

Herrcon, LLC**Address:** PO Box 988

Alamo

Phone: (956) 330-5566**Email:** herrcon.gh@gmail.com**Products:** Job Order Contracting - construction services**Contacts:** Gilbert Herrera (herrcon.gh@gmail.com); Domingo Pequeno (dpequeno0@gmail.com)

Vendor #7 | Gold Sponsor

Indeco Sales**Address:** Indeco Sales

Belton, TX, 76513

Phone: (563) 343-6533**Email:** ian.badolato@indecosales.com**Website:** <https://www.indecosales.com>**Products:** Furniture, Acoustics, Graphics, FF&E; Services**Contacts:** Martin Pena (martin.pena@indecosales.com); Cristal Pena (cristal.pena@indecosales.com); Ian Badolato (ian.badolato@indecosales.com)

Vendor #8 | Gold Sponsor

Link Imaging**Address:** 2501 E28th Street, Ste 106

Signal Hill, CA 90755

Phone: (888) 375-6648**Email:** mfernandez@linkimaging.com**Website:** <https://LDProducts.com>**Products:** Printer Supplies**Contacts:** Mike Fernandez (mfernandez@linkimaging.com)

Vendor #9 | Gold Sponsor

The Edu-Source Corporation**Address:** 315 E. Euclid Ave., Ste. 105

San Antonio, TX 78212

Phone: (210) 699-4268**Email:** edusource@edusourcecorp.com**Website:** <https://www.edusourcecorp.com>**Products:** Cafeteria remodel/refresh, graphic design, signage**Contacts:** Alex Rios (alex@edusourcecorp.com); Patsy Rios (patsy@edusourcecorp.com)

Vendor #10 | Gold Sponsor

TIPS - The Interlocal Purchasing System**Address:** 4845 US Hwy 271 N

Pittsburg, TX 75686

Phone: (866) 839-8477**Email:** tips@tips-usa.com**Website:** <https://www.tips-usa.com/>**Products:** TIPS, The Interlocal Purchasing System, is a leading national governmental purchasing cooperative.**Contacts:** Javier Farias (javier.farias@tips-usa.com)

Vendor #11 | Gold Sponsor

**VLS Construction and Restoration****Address:** 6340 Lake Worth Blvd #417

Fort Worth, Texas 76135

Phone: (956) 673-9446**Email:** gabriel.gonzalez@vlsgoldstandard.com**Website:** <https://vlsgoldstandard.com/>**Products:** Full-service construction delivering secure, on-time projects for schools, healthcare & government.**Contacts:** Gabriel Gonzalez (gabriel.gonzalez@vlsgoldstandard.com); Vitali Sasin (vitali.sasin@vlsgoldstandard.com); Leyli Sasin (leyli.sasin@vlsgoldstandard.com)

Vendor #12 | Gold Sponsor

**XRX Business Consultants****Address:** 708 N McColl

McAllen, Texas 78501

Phone: (956) 682-1820**Email:** javierg@xrxinc.com**Products:** Xerox Products**Contacts:** Javier Granado (javierg@xrxinc.com); Fatima Garajas (fatima@xrxinc.com)

Vendor #13 | Silver Sponsor

**ARMKO****Address:** 1320 Spinks Road

Flower Mound Texas 75028

Phone: (281) 633-1258**Email:** mperry@armko.com**Website:** <https://WWW.ARMKO.COM>**Products:** Building Envelope Consultants**Contacts:** Mike Perry (mperry@armko.com); Travis Jones (tjones@armko.com)

Vendor #14 | Silver Sponsor

**BuyBoard****Address:** 12007 Research Blvd.

Austin, TX 78759

Phone: (800) 580-8272**Email:** melissa.rodriguez@tasb.org**Website:** <https://buyboard.com>**Products:** Purchasing Cooperative**Contacts:** Melissa Rodriguez (melissa.rodriguez@tasb.org); Miguel Pescador (miguel.pescador@tasb.org); Lupe Mireles (lupe.mireles@tasb.org); Cesar Lopez

Vendor #15 | Silver Sponsor

**Ferguson Facility Supply LLC****Address:** 221 Junior Beck Drive

Corpus Christi, TX 78405

Phone: (956) 577-7466**Email:** edward.sanders@ferguson.com**Website:** <https://www.Ferguson.com>**Products:** janitorial supplies, Plumbing, HVAC, and renovation**Contacts:** Ed Sanders (edward.sanders@ferguson.com); Brandon Robinson (brandon.robinson@ferguson.com); Mike Jovich (mike.jovich@ferguson.com)

Vendor #16 | Silver Sponsor

**Gateway Printing & Office Supply, LLC****Address:** 315 South Closner

Edinburg, TX 78539

Phone: (956) 383-3861**Email:** cdiaz@gatewayp.com**Website:** <https://www.gatewayp.com>**Products:** Gateway is essentially a one-source procurement partner for all your office essentials.**Contacts:** Scott Wiland (scott@gatewayp.com); Chris Diaz (cdiaz@gatewayp.com); Andy Lozano (andy@gatewayp.com); Janie Bodden; Letty Saenz; Sandra De Leon

Vendor #17 | Silver Sponsor

**J.R., Inc.****Address:** 9223 Converse Business Ln.

Converse, TX 78109

Phone: (956) 241-1994**Email:** rmaldonado@jrinc.org**Website:** <https://jrinc.org/>**Products:** K-12 Classroom Furniture, Library, Office and Cafeteria**Contacts:** Rebecca Maldonado (rmaldonado@jrinc.org); William Rodriguez (wjrodriguez@jrinc.org)

Vendor #18 | Silver Sponsor

**Linebarger Goggan Blair & Sampson, LLP****Address:** 35 Providencia Ct

Brownsville, TX 78526

Phone: (956) 546-1216**Email:** jeffrey.garcia@lgbs.com**Website:** <https://lgbs.com>**Products:** Government receivable collection services.**Contacts:** Jeff Garcia (jeffrey.garcia@lgbs.com)

Vendor #19 | 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 #20 | Silver Sponsor

**Purchasing Cooperative of America****Address:** PO Box 604

Hico

Phone: (817) 917-1813**Email:** natalie@pcamerica.org**Website:** <https://www.pcamerica.org>**Products:** Purchasing cooperative**Contacts:** Mike Forbes (mikef@pcamerica.org)

Vendor #21 | Silver Sponsor

**Region One ESC**

Address: 1900 W Schunior St
Edinburg

Phone: (956) 984-6217

Email: dcuevas@esc1.net

Website: <https://www.esc1.net/services/operations/purchasing>

Products: Region One Purchasing Cooperative Child Nutrition Program - South Texas Cooperative

Contacts: Daisy Cuevas (dcuevas@esc1.net)

Vendor #22 | Silver Sponsor

**Telecom Solution Partners**

Address: 833 N Ware Rd
McAllen

Phone: (956) 451-6504

Email: orderentry@tel-sol.com

Products: Cellular Service, Mobile Hotspot, Camera, Routers, Buybacks

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

Vendor #23 | 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: Digital transformation and workflow automation, printing, labeling, managed services, and supply chain solutions.

Contacts: Roberto Arteaga (roberto.arteagajr@tbs.toshiba.com); Paolo Cristadoro Deviney (paolo.cristadoro@tbs.toshiba.com); Maria Saenz (maria.saenz@tbs.toshiba.com); Brent Marcsinski

Vendor #24 | Silver Sponsor

**Western Specialty Contractors of America**

Address: 9468 Corporate Drive
Selma

Phone: (210) 912-4948

Email: danw@westerngroup.com

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

Products: Provide comprehensive building envelope restoration, preservation, and maintenance services. TIPS Construction vendor.

Contacts: Dan Wicht (danw@westerngroup.com); Jesus Angeles (jesusa1@westernspecialtycontractors.com)

Vendor #25 | Bronze Sponsor

**EHP**

Address: 422 Eads Ave
San Antonio, Texas 78210

Phone: (210) 803-4054

Email: gustowinz@gmail.com

Website: <https://portal.everon.tech/?sponsorId=496548>

Products: Wellness Healthcare Plan Our plan is paid for by the Fica Tax. We provide Virtual Doctors, Free Prescriptions Weight Loss

Contacts: Gustavo Zaldivar (gustowinz@gmail.com); Alfonso Obregon (obregon3949@yahoo.com); Janie Canales



Vendor #26 | Bronze Sponsor

Ethos Engineering

Address: 1126 South Commerce Street
Harlingen, Texas 78550

Phone: (956) 230-3435

Email: gquin@ethoseng.net

Website: <https://www.ethoseng.net>

Products: TBD

Contacts: Guillermo Quintanilla (gquin@ethoseng.net)



Vendor #27 | Bronze Sponsor

LMS Associates

Address: 1203 Crestside Dr Suite 300
Coppell, TX 75019

Phone: (817) 548-7575

Email: kim@lmsassociates.com

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

Products: Commercial cooking equipment

Contacts: Carmen Ocanas (carmen@lmsassociates.com); Benjamin Arce (ben@lmsassociates.com); Michael Fiedler (mfiedler@lmsassociates.com); Jim Gallagher; Ron Munns; Robert Webb



Vendor #28 | 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 #29 | Bronze Sponsor

Redfish Recycling

Address: 5250 Coffee Port Rd
Brownville

Phone: (956) 299-8025

Email: nelda@redfishtx.com

Products: Residential and Commercial Recycling

Contacts: Luis Romo (luis@redfishtx.com); Rose Timmer (nelda@redfishtx.com)



Vendor #30 | Bronze Sponsor

Texas Department of Information Resources (DIR)

Address: 300 West 15th Street, 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 for all levels of Texas government through use of our technology contracts and services.

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



Vendor #31 | Bronze Sponsor

Valley Risk Consulting

Address: 1200 Fresno

McAllen Texas 78502

Phone: (956) 664-1430

Email: roger@vrctx.com

Website: <https://Vrctx.com>

Products: Risk Management Services

Contacts: Roger Garza (roger@vrctx.com); Xavier Leal (xavier@vrctx.com); Albert Guerra (albert@vrctx.com)

TIMELINE 2026

UPDATES ON LEGISLATION LEGISLATIVE LAWS



SPEAKERS:

Narita Holmes
Carol Cooper
Jesus Amezcua

Update on Legislation

89TH LEGISLATIVE SESSION 2025

LOOKING AHEAD TO 90TH LEGISLATIVE SESSION 2027

1

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

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

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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

19

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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

25

25

2025 Legislation Impacting Only the State

26

26

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

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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

29

29

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

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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

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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.*

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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.

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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

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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 official websites of the Texas House and Senate. On the left, there are two vertical navigation menus. The top menu is for the Texas House, and the bottom menu is for the Texas Senate. Both menus list various resources such as Home, Speaker of the House, Members, Committees, Committee Meetings, Committee Witnesses, Calendars, Current Amendment, Journals, News, House Research Organization, Kids' House, Lieutenant Governor, Senate Research Center, and Senate Kids. To the right of these menus is a 'Search Legislation' section. It includes a dropdown menu for the Legislature (set to 89(2) - 2025), radio buttons for 'Bill Number' (selected) and 'Word/Phrase', a search input field with a help icon, and a 'Search' button. Below the search section are two more lists of links: 'Additional Searches' and 'How Do I ...'. The 'Additional Searches' list includes links for Text Search, Bill Search, Reports, Legislative Archive System, Administrative Code, Bill Lookup, Amendments, View Votes, Statutes and Constitution, and Sections Affected. The 'How Do I ...' list includes links for following the status of a bill, finding a list of filed bills, contacting a legislator, finding how a legislator voted, finding when hearings are scheduled, viewing the text of a bill, and testifying at a House committee hearing. A 'more>>' link is provided below this list. At the bottom left, there is a 'Related Links' section with links to '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.

Texas House

- [Home](#)
- [Speaker of the House](#)
- [Members](#)
- [Committees](#)
- [Committee Meetings](#)
- [Committee Witnesses](#)
- [Calendars](#)
- [Current Amendment](#)
- [Journals](#)
- [News](#)
- [House Research Organization](#)
- [Kids' House](#)

Texas Senate

- [Home](#)
- [Lieutenant Governor](#)
- [Members](#)
- [Committees](#)
- [Committee Meetings](#)
- [Calendars](#)
- [Journals](#)
- [News](#)
- [Senate Research Center](#)
- [Senate Kids](#)

Search Legislation

Legislature:

☒ Bill Number ☐ Word/Phrase

Additional Searches

- [Text Search](#)
- [Bill Search](#)
- [Reports](#)
- [Legislative Archive System](#)
- [Administrative Code](#)
- [Bill Lookup](#)
- [Amendments](#)
- [View Votes](#)
- [Statutes and Constitution](#)
- [Sections Affected](#)

How Do I ...

- [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?](#)
- [Testify at a House committee hearing?](#)

[more>>](#)

My TLO

- [Track Legislation With Bill Lists](#)
- [Receive Bill and Meeting Alerts](#)

Related Links

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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

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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](#)

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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.

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TIMELINE 2026

WHAT MEASURES TO USE TO EVALUATE YOUR JOB



SPEAKERS:

Narita Holmes

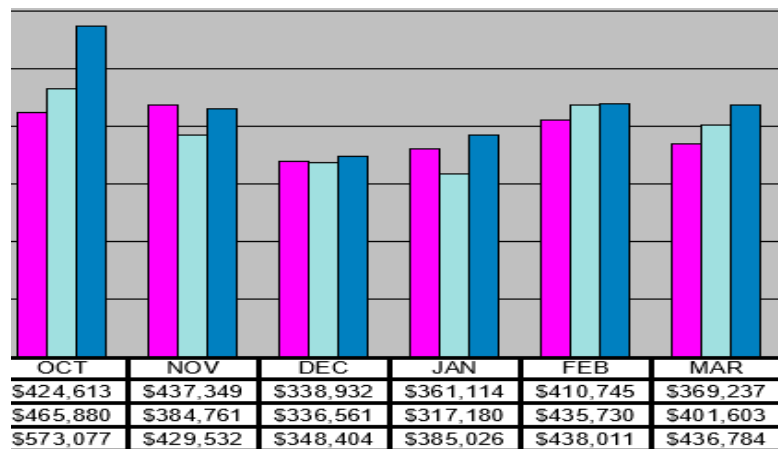
What Measures to Use to Evaluate Your Job

Narita K. Holmes, MBA, CPA, CIA

1

1

PERFORMANCE MEASURES



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

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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

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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

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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

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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

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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

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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)

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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

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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

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Development Steps

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

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Development Steps

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

30

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Development Steps

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

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Outcome of Measuring

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

32

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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

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Reminders

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

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Reminders

Measurements Must Help Your Department and Entity Achieve its Objectives

- Focus on Results
- High Performance
- Good Measurements

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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

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THANK YOU N&C CONSULTING

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TIMELINE 2026

VENDOR INTRODUCTIONS



SPEAKERS:

TIMELINE 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.

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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.

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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.

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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

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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

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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

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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.

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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

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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.

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**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

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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.

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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

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The insurance policy – review it



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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

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Some “exclusions”



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

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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

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What about the pre-existing conditions?



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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

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

CERTIFICATE OF INSURANCE		775034	RENEWAL DATE 08/01/06
PRODUCER K & R Insurance Group, Inc. 1713 Madisonway Way P.O. Box 2338 Fort Wayne, IN 46801		THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND DOES NOT PROVIDE THE COVERAGE UNDER THE POLICY. IT IS NOT A CONTRACT AND DOES NOT ALTER THE COVERAGE SET FORTH IN THE POLICY.	
YOUR 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 POLICY NUMBER AND THE POLICY IS OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE ASSURED NAME(S) FOR THE POLICY PERIOD AS NOTED IN THE POLICY. THE POLICY IS OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE ASSURED NAME(S) FOR THE POLICY PERIOD AS NOTED IN THE POLICY. THE POLICY IS OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE ASSURED NAME(S) FOR THE POLICY PERIOD AS NOTED IN THE POLICY.			
CO TYPE OF INSURANCE ☒ General Liability ☐ Commercial General Liability ☐ Owners & Contractors Protection	POLICY NUMBER YOUR POLICY # HERE	POLICY EXPIRATION DATE (MM/DD/YY) 08/03/06	RATES (IN DOLLARS) General Aggregate \$ 2,000,000 Products/Completed Operations \$ 1,000,000 Personal & Advertising Injury \$ 1,000,000 Med. Payments \$ 1,000,000 Ex. Damage \$ 50,000 Uninsured Motorist \$ 5,000
A Automobile Liability ☐ Any auto ☐ All owned autos ☐ Non-owned autos ☐ Hired autos ☐ Physical Damage	YOUR POLICY # HERE \$20,000 per vehicle \$1,000,000 aggregate	POLICY EXPIRATION DATE (MM/DD/YY) 08/14/06	RATES (IN DOLLARS) Liability \$ 1,000,000 Medical Payments \$ 1,000,000 Physical Damage \$ 1,000,000 Uninsured Motorist \$ 5,000
☐ Excess Liability ☐ Other (Specify Under the Term)			RATES (IN DOLLARS) Excess Liability \$ 1,000,000 Other (Specify Under the Term) \$ 1,000,000
Workers Compensation and Employers Liability Printed Equipment Props, Sets, Video Third Party P.D.	YOUR POLICY # 080306	POLICY EXPIRATION DATE (MM/DD/YY) 08/14/06	RATES (IN DOLLARS) Workers Compensation \$ 1,000,000 Employers Liability \$ 1,000,000 Printed Equipment \$ 1,000,000 Props, Sets, Video \$ 1,000,000 Third Party P.D. \$ 1,000,000
CERTIFICATE HOLDER Movie Gun Services LLC PMB 268 Babylon, NY 11702			
CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED, THE CANCELLATION NOTICE SHALL BE FURNISHED TO THE ASSURED BY THE COMPANY BY MAIL OR BY E-MAIL. THE ASSURED SHALL BE RESPONSIBLE FOR THE CANCELLATION OF THE POLICY. THE ASSURED SHALL BE RESPONSIBLE FOR THE CANCELLATION OF THE POLICY. THE ASSURED SHALL BE RESPONSIBLE FOR THE CANCELLATION OF THE POLICY.			

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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”

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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's a navigation bar with links: Home, About TXCOMP, Contact Us, and Log On. Below this is a main menu on the left with options like Report Injury, Locate Covered Employer, and File Online. The main content area is titled "Online Employer Workers' Compensation Insurance Verification (CVS) Search". It includes a "Back" link, a "Help" icon, and a "Ayuda" link. The text instructs users to "Click on the coverage verification link below to locate a covered employer:" and provides a link to "Employer Workers' Compensation Coverage Verification". At the bottom, there's a footer with 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
FLOYD SMITH CONCRETE INC	PO BOX 1781	DENTON	TX	76202-1781
FLOYD SMITH CONCRETE INC	PO BOX 1781	DENTON	TX	76202-1781
FLOYD SMITH CONCRETE INC	1319 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>

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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.

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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

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TIMELINE 2026

AFT R TH BI OP NING
HO TO ANAG TH PROC UR S



SPEAKER:

a R

Post Bid Opening Drama

Mark J. Rogers, C.P.M.
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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

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TIMELINE 2026

PROCEDURES OF CONTRACT MANAGEMENT



SPEAKER:

Narita Holmes
Ca C

Procedures of Contract Management



1

Definitions of Contract Management/Administration

1. Directing necessary activities to establish and execute an agreement between two parties
2. Ensuring fulfillment of contractual obligations by both the entity and the contractor
3. Entire contracting process from planning through contract closeout

2

2

Ten Most Common Contract Issues

1. **Wrong Product** — Product identified correctly by Entity, but vendor ships the incorrect product
2. **Delay** — Completion date is delayed due to Entity or vendor actions (with or without cause)
3. **Change Order** — Modification in scope of work (additional work, money, time) after contract award requested by either party
4. **Personality Conflict** — between Entity staff and vendor employees
5. **Definition of Acceptance** — usually due to differences in either party's definition of what was supposed to be delivered or provided. Completion is delayed

3

3

Ten Most Common Contract Issues

6. **Poor Performance** — vendor fails to perform as required by the contract or quality is less than specified
7. **Subcontractors** — often problems develop when subcontractors do not perform according to the contract requirements or receive conflicting direction
8. **Risk of Failure** — the project has a high risk of failure
9. **Cost** — High cost or too low. High dollar projects often are high visibility with many stakeholders. Low can equal change orders, material substitutions, short cuts
10. **Sourcing** — limited number of vendors able to perform the desired work

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4

Establish and Execute

Establish

- Initial Stage (Planning)
- Bid Stage
- Contract Development Stage

Execute

- Management Stage
- Administration Stage



5

5

ESTABLISH

- Initial Planning Stage
- Bid Stage
- Contract Development Stage

6

6

Establish Stages Include

Initial Planning Stage

- Objectives and Strategies
- Team Roles and Responsibilities
- Risk Assessments
- Establish a timeline working back from desired start date
 - Advertisement
 - Pre-solicitation conference
 - Evaluation – from selecting, training, and analysis of responses
- Performance Measures

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Risks of Lack of Planning

Could result in:

- Lack of contractor accountability
- Entity acceptance of poor quality or wrong product
- Increased cost
- Overpayment to contractor
- Delays
- Risk of failure

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Establish Stages Include

Bid Stage

- Selecting the appropriate type of solicitation
- Developing the Solicitation and Scope of Work
- Ensuring relevant evaluation criteria

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Establish Stages Include

Contract Development Stage

- Determining responsibility for contract development
- Ensuring all terms and conditions are included
- Distributing executed legally and enforceable contract to all parties
 - Work does not start in any way, shape or form till contract is executed

10

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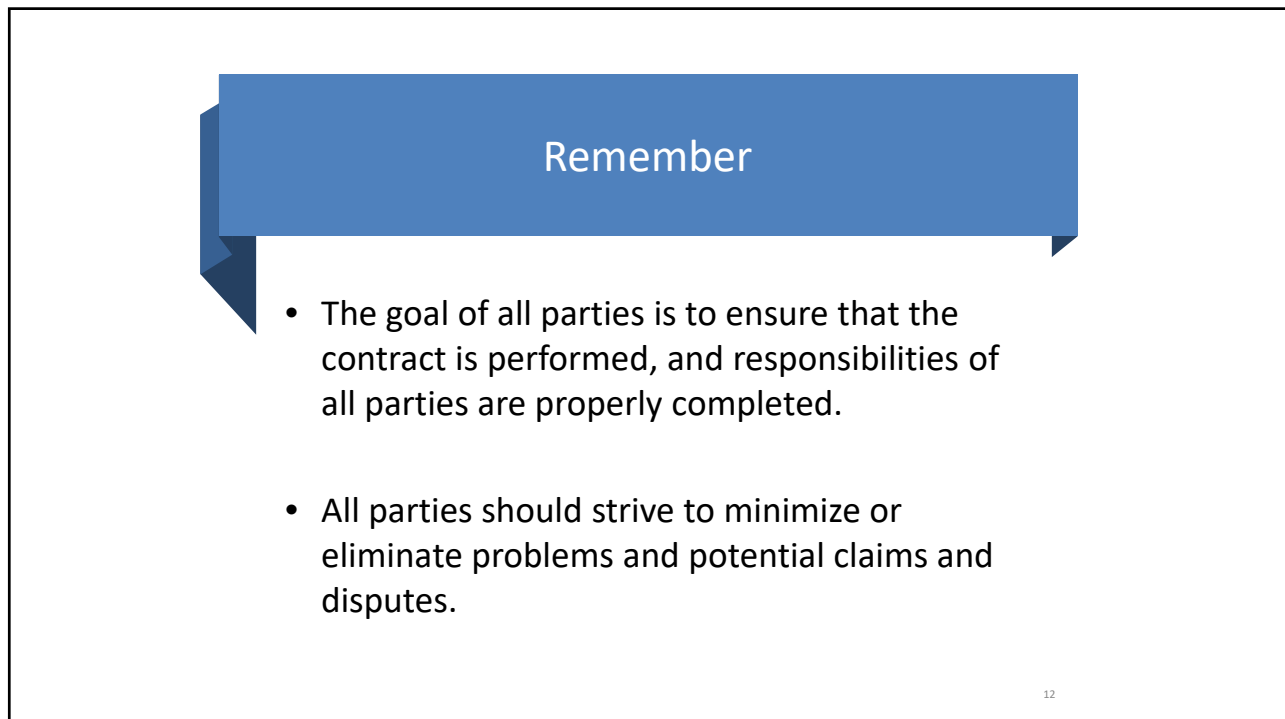


EXECUTE

- Management Stage
- Administration Stage

11

11



Remember

- The goal of all parties is to ensure that the contract is performed, and responsibilities of all parties are properly completed.
- All parties should strive to minimize or eliminate problems and potential claims and disputes.

12

12

Management Stage

The central process to ensure that contractor is, has and will perform in accordance with the executed contract.

Contract Manager – participates from identifying the needs through contract closeout

Responsibilities upon execution include (but are not limited to):

- Ensure compliance with contractual terms
- Evaluate vendor performance
- Approval of expenditures and change orders (IF).....
- Ensures quality of work

13

13

Management Stage

Evaluate Vendor Performance

- Periodic evaluation of contractor performance gives an opportunity to provide feedback in a timely and structured manner.
- Feedback gives the vendor an opportunity to meet or exceed expectations.

14

Administration Stage

After execution of contract, the actions taken that will assure full compliance with all terms and conditions.

Contract Administrator – Post Contract Execution

Responsibilities as follows:

15

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Contract Administrator Responsibilities Could Include but is not Limited to:

- Obtain a complete understanding of all aspects of the contract
- Develop a plan for administering the contract
 - Inspection and acceptance
 - Progress and budget
 - Change order process
 - Invoice review
 - Potential disputes

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16



Contract Administrator Responsibilities Could Include but is not Limited to:

- Communicate with Procurement and the vendor on contract issues
 - Monitor work progress to ensure quality, timeframes and other contract terms
 - Maintain a complete contract file
 - Approve progress reports and contract completion
 - Closely monitor contract milestone dates
-

17

17

Contract Administrator Responsibilities Could Include but is not limited to:

- Attend contractor performance meetings
- Complete contract closeout responsibilities
- Watch for potential vendor fraud
- Always maintain a professional and ethical relationship with the vendor

IF NOT IN WRITING – DOES NOT EXIST

18

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Contract Administrator Should **NOT**:

- Allow vendor to start work before contract is fully executed
- Take any actions such as contract extension unless authorized
- Allow the vendor to incur additional costs over contract amount without approval
- Sign any document unless specifically authorized

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Administration Stage Contract Issues

- Put a dispute resolution plan in place before it is needed
- Identify and process requests for extensions
- *Verify invoice pricing against contract
- Identify and process amendment requests
- Investigate issues or delays that could stop work
- Determine facts and potential solutions.

*see next slide

20

20

*Verify invoice pricing against contract

- Invoice processing is a very important aspect of contract administration
- Delay in reviewing invoices and approving payment could lead to a dispute or worse
- Before payment is approved, due diligence is required
- No payment shall be made without submission of detailed, correct invoices
- No invoice shall be submitted for payment without verification goods/services are complete, accepted and pricing verified

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21

*Verify invoice pricing against contract

- Vendors information is same as on contract
- Correct PO/Contract number is on invoice
- Description of goods/services on receiving document match PO/contract
- Quantities received and pricing is verified
- Indirect costs checked and verified
- Service contracts
 - Quantity of hours billed verified
 - Dollars match PO/Contract
 - Receipt of service verified and accepted

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22

*Verify invoice pricing against contract

- Progress payments
 - Deliverables/milestone/percent complete, verified and accepted
 - Retention withheld as applicable
- Time and Materials (JOC)
 - Labor hours verified and match PO/Contract
 - Material costs invoiced with back-up documentation and verification of use by Entity
- Compare to previous submissions
- Invoice signed, dated and approved by CA

23

23

*Verify invoice pricing against contract



- Overtime billed during regular hours
- Billing at supervisor rate when lower-level personnel performed work
- Submissions are identical when there should be variations
- Submissions vary when charges should be consistent

24

24

What Happened?



25

25

What Happened?



26

26

What Happened?



27

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Administration Stage Contract Closeout

- Ensure that the contract master file includes all completed documentation
- Complete final vendor evaluation
- Process property dispositions
- Conduct final acceptance of products or services
- Authorize final payment after acceptance of work completion

28

Administration Stage Contract Closeout

- Notify Finance when funds can be disencumbered
- Conduct closeout procedures
- Complete contract checklist
- Complete any required audit procedures
- Determine retention period



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Procurement Representative

- Stay involved in contract activities
- Carry out defined responsibilities
- Act as liaison between Contract Administrator and vendor if needed
- Complete a post-award orientation with all parties to obtain a clear understanding of all requirements and identify potential problems
- Process documents submitted by the Contract Administrator

30

30

Remember



You cannot demand compliance that was not in writing in the first place.



The quality of the solicitation = quality responses = the ability of administer successful contracts.

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Thank You from N&C Consulting



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TIMELINE 2026

A R I OF UCATION
CO CH



SPEAKER:

P a

TEXAS EDUCATION CODE
CHAPTER 44 -
44.031. PURCHASING CONTRACTS.

By:

Phillip Vasquez, Managing Director

Date: September 24, 2026

Phillip Vasquez and Associates

For: ISM RGV Conference

South Padre Island

Public School Purchasing

1

1

Welcome to Education Purchasing

- Learning About Education Code 44.031 And Other Statutes
- Understanding Citizens And Vendors Expectations
- Following A Legal, Ethical, And Fair Purchasing Process

Public School Purchasing

2

2

Education Code 44.031:

(a) Except as provided by this subchapter, all school district contracts for the purchase of goods and services, except contracts for the purchase of produce or vehicle fuel, valued at \$100,000 or more in the aggregate for each 12-month period shall be made by the method, of the following methods, that provides the best value for the district:

- (1) competitive bidding for services other than construction services;
- (2) competitive sealed proposals for services other than construction services;
- (3) a request for proposals, for services other than construction services;
- (4) an interlocal contract;

Public School Purchasing

3

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Section 44.031 : (Continued)

(5) a method provided by Chapter [2269 \(Contracting and Delivery Procedures for Construction Projects\)](#), Government Code, for construction services; To be discussed at the end.

(6) the reverse auction procedure as defined by [Section 2155.062 \(Purchase Methods\)\(d\)](#), Government Code; or

- (7) the formation of a political subdivision corporation under Section [304.001 \(Aggregation by Political Subdivisions\)](#), Local Government Code.

Public School Purchasing

4

4

Section 44.031 : (Continued)

(b) Except as provided by this subchapter, in determining to whom to award a contract, the district **shall** consider:

- (1) the purchase price;
- (2) the reputation of the vendor and of the vendor's goods or services;
- (3) the quality of the vendor's goods or services;
- (4) the extent to which the goods or services meet the district's needs;
- (5) the vendor's past relationship with the district;
- (6) the impact on the ability of the district to comply with laws and rules relating to historically underutilized businesses;
- (7) the total long-term cost to the district to acquire the vendor's goods or services;

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Section 44.031 : (Continued)

(8) for a contract for goods and services, other than goods and services related to telecommunications and information services, building construction and maintenance, or instructional materials, whether the vendor or the vendor's ultimate parent company or majority owner:

(A) has its principal place of business in this state; or

(B) employs at least 500 persons in this state; and

(9) any other relevant factor specifically listed in the request for bids or proposals.

(b-1) In awarding a contract by competitive sealed bid under this section, a school district that has its central administrative office located in a municipality with a population of less than 250,000 may consider a bidder's principal place of business in the manner provided by Section [271.9051 \(Consideration of Location of Bidder's Principal Place of Business in Certain Municipalities\)](#), Local Government Code. This subsection does not apply to the purchase of telecommunications services or information services, as those terms are defined by 47 U.S.C. Section 153.

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6

Section 44.031 : (Continued)

- (c) The state auditor may audit purchases of goods or services by the district.
- (d) The board of trustees of the district may adopt rules and procedures for the acquisition of goods or services.
- (e) To the extent of any conflict, this subchapter prevails over any other law relating to the purchasing of goods and services except a law relating to contracting with historically underutilized businesses.
- (f) This section does not apply to a contract for professional services rendered, including services of an architect, attorney, certified public accountant, engineer, or fiscal agent. A school district may, at its option, contract for professional services rendered by a financial consultant or a technology consultant in the manner provided by Section [2254.003 \(Selection of Provider; Fees\)](#), Government Code, in lieu of the methods provided by this section.

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Section 44.031 : (Continued)

- (g) Notice of the time by when and place where the bids or proposals, or the responses to a request for qualifications, will be received and opened shall be published in the county in which the district's central administrative office is located, once a week for at least two weeks before the deadline for receiving bids, proposals, or responses to a request for qualifications. If there is not a newspaper in that county, the advertising shall be published in a newspaper in the county nearest the county seat of the county in which the district's central administrative office is located. In a two-step procurement process, the time and place where the second-step bids, proposals, or responses will be received are not required to be published separately.
- (h) If school equipment, a school facility, or a portion of a school facility is destroyed, severely damaged, or experiences a major unforeseen operational or structural failure, and the board of trustees determines that the delay posed by the contract methods required by this section would prevent or substantially impair the conduct of classes or other essential school activities, then contracts for the replacement or repair of the equipment, school facility, or portion of the school facility may be made by a method other than the methods required by this section.

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Section 44.031 : (Continued)

- (j) Without complying with Subsection (a), a school district may purchase an item that is available from only one source, including:
- (1) an item for which competition is precluded because of the existence of a patent, copyright, secret process, or monopoly;
 - (2) a film, manuscript, or book;
 - (3) a utility service, including electricity, gas, or water; and
 - (4) a captive replacement part or component for equipment.
- (k) The exceptions provided by Subsection (j) do not apply to mainframe data-processing equipment and peripheral attachments with a single-item purchase price in excess of \$15,000.
- (l) Each contract proposed to be made by a school district for the purchase or lease of one or more school buses, including a lease with an option to purchase, must be submitted to competitive bidding when the contract is valued at \$20,000 or more.

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Section 44.031 : (Continued)

- (m) If a purchase is made at the campus level in a school district with a student enrollment of 180,000 or more that has formally adopted a site-based decision-making plan under Subchapter [F \(Planning and Decision-making Process\)](#), Chapter [11 \(School Districts\)](#), that delegates purchasing decisions to the campus level, this section applies only to the campus and does not require the district to aggregate and jointly award purchasing contracts. A district that adopts site-based purchasing under this subsection shall adopt a policy to ensure that campus purchases achieve the best value to the district and are not intended or used to avoid the requirement that a district aggregate purchases under Subsection (a).

Public School Purchasing

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Education Code Section 44.0313

Procedures for Electronic Bids or Proposals

(a) A school district may receive bids or proposals under this chapter through electronic transmission if the board of trustees of the school district 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.

(b) Notwithstanding any other provision of this chapter, an electronic bid or proposal is not required to be sealed. A provision of this chapter that applies to a sealed bid or proposal applies to a bid or proposal received through electronic transmission in accordance with the rules adopted under Subsection (a).

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Education Code Section 44.0311

Applicability to Junior College Districts

(a) Except as provided by Subsection (c), this subchapter applies to junior college districts.

(b) For purposes of this subchapter, "board of trustees" includes the governing board of a junior college district.

(c) This subchapter does not apply to a purchase, acquisition, or license of library goods and services for a library operated as a part of a junior college district. In this subsection, "library goods and services" has the meaning assigned by Section [130.0101 \(Acquisition of Library Materials\)](#)(a).

12

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Education Code Section 44.032

Enforcement of Purchase Procedures: Criminal Penalties; Removal; Ineligibility

(a) In this section:

(1) "Component purchases" means purchases of the component parts of an item that in normal purchasing practices would be purchased in one purchase.

(2) "Separate purchases" means purchases, made separately, of items that in normal purchasing practices would be purchased in one purchase.

(3) "Sequential purchases" means purchases, made over a period, of items that in normal purchasing practices would be purchased in one purchase.

(b) An officer, employee, or agent of a school district commits an offense if the person with criminal negligence makes or authorizes separate, sequential, or component purchases to avoid the requirements of Section [44.031 \(Purchasing Contracts\)](#)(a) or (b). An offense under this subsection is a Class B misdemeanor and is an offense involving moral turpitude.

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Section 44.032: Continued

(c) An officer, employee, or agent of a school district commits an offense if the person with criminal negligence violates Section [44.031 \(Purchasing Contracts\)](#)(a) or (b) other than by conduct described by Subsection (b). An offense under this subsection is a Class B misdemeanor and is an offense involving moral turpitude

(d) An officer or employee of a school district commits an offense if the officer or employee knowingly violates Section [44.031 \(Purchasing Contracts\)](#), other than by conduct described by Subsection (b) or (c). An offense under this subsection is a Class C misdemeanor.

(e) The final conviction of a person other than a trustee of a school district for an offense under Subsection (b) or (c) results in the immediate removal from office or employment of that person. A trustee who is convicted of an offense under this section is considered to have committed official misconduct for purposes of Chapter [87 \(Removal of County Officers from Office; Filling of Vacancies\)](#), Local Government Code, and is subject to removal as provided by that chapter and Section [24](#), Article V, Texas Constitution. For four years after the date of the final conviction, the removed person is ineligible to be a candidate for or to be appointed or elected to a public office in this state, is ineligible to be employed by or act as an agent for the state or a political subdivision...

14

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Section 44.032: Continued

(e) (Continued)... of the state, and is ineligible to receive any compensation through a contract with the state or a political subdivision of the state. This subsection does not prohibit the payment of retirement benefits to the removed person or the payment of workers' compensation benefits to the removed person for an injury that occurred before the commission of the offense for which the person was removed. This subsection does not make a person ineligible for an office for which the federal or state constitution prescribes exclusive eligibility requirements.

(f) A court may enjoin performance of a contract made in violation of this subchapter. A county attorney, a district attorney, a criminal district attorney, a citizen of the county in which the school district is located, or any interested party may bring an action for an injunction. A party who prevails in an action brought under this subsection is entitled to reasonable attorney's fees as approved by the court.

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What Does All This Mean?

- We Need To Know What We Are Doing For Starters!
- Making Sure Purchasing Gets Great Training.
- Your Jobs Are Transparent!
- Follow The Law, Have A Code Of Conduct (Ethics) And Follow Them.
- You Will Be Audited At Least Once A Year.
- There Is No "Gray Area," Especially When Your Users Want You To Find A Loophole To Save Them From Their Lack Of Planning.

16

16

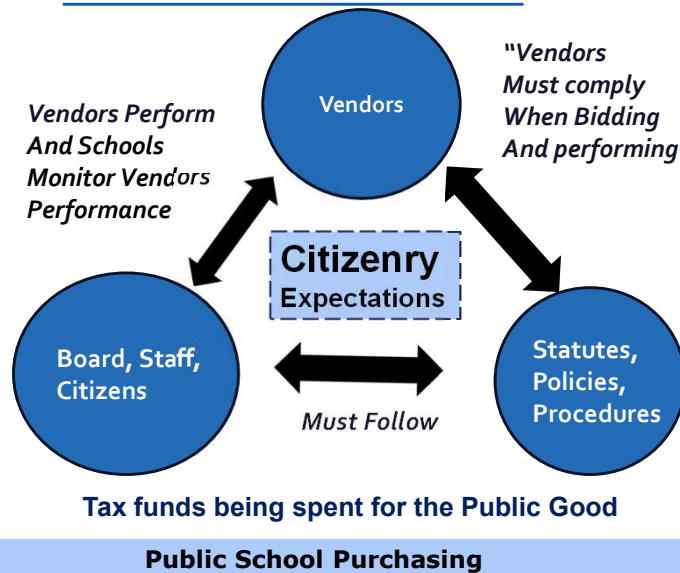
What Does All This Mean?

- There Are No Short Cuts.
- In **Educ. Code Section 44.044** Contract with Person Indebted to School District
 - A District May after adopting Guidelines May refuse to award a bid to an Individual who is in debt to the district.
- There are penalties for not following this Statute
- Follow the rules!

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17

Public Schools Model



18

18

EDUCATION CODE 44.031

- Ways of making a Purchase
- Competitive Bidding
- Competitive Sealed Proposals
- Request for Proposals
- An Interlocal Contract
- Reverse Auction Method
- Chapter [2269 \(Contracting and Delivery Procedures for Construction Projects\)](#),
- Section [304.001 \(Aggregation by Political Subdivisions\)](#) Creation of Political Subdivision
- [Consideration Of Location Of Bidder's Principal Place Of Business In Certain Municipalities.](#)

Public School Purchasing

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ADVERTISING OF SOLICITATIONS

- Advertisement Of Local Newspaper In The County Seat Of The County Of The District's Administrative Offices
- Advertised Once A Week For Two Weeks Prior To Opening Date
- Must Include The Date Of Advertisement, The Opening Date, Where The Solicitation Will Be Opened And Where They Will Be Received
- In A Two-step Procurement Process, The Time And Place Where The Second-step Bids, Proposals, Or Responses Will Be Received Are Not Required To Be Published Separately.
- District May Adopt Rules For Electronic Bid Submissions. The District Will Include This Information On The Advertisement And How To Obtain A Copy Of The Solicitation
- Include The Evaluation Criteria For Award

Public School Purchasing

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GOVERNMENT CODE CHAPTER 2269.055

CRITERIA TO CONSIDER. (a) In determining the award of a contract under this chapter, the governmental entity may consider:

- (1) the price;
- (2) the offeror's experience and reputation;
- (3) the quality of the offeror's goods or services;
- (4) the impact on the ability of the governmental entity to comply with rules relating to historically underutilized businesses;
- (5) the offeror's safety record;
- (6) the offeror's proposed personnel;
- (7) whether the offeror's financial capability is appropriate to the size and scope of the project; and
- (8) any other relevant factor specifically listed in the request for bids, proposals, or qualifications.

(b) In determining the award of a contract under this chapter, the governmental entity shall:

- (1) consider and apply any existing laws, including any criteria, related to historically underutilized businesses; and
- (2) consider and apply any existing laws, rules, or applicable municipal charters, including laws applicable to local governments, related to the use of women, minority, small, or disadvantaged businesses.

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Local Government Code Sec. 2269.056.

USING METHOD OTHER THAN COMPETITIVE BIDDING FOR CONSTRUCTION SERVICES; EVALUATION OF PROPOSALS;

CRITERIA. (a) The governing body of a governmental entity that considers a construction contract using a method authorized by this chapter 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.

Public School Purchasing

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Local Government Code 271.9051

(Consideration of Location of Bidder's Principal Place of Business in Certain Municipalities),

- (a) This section applies only to a municipality that is authorized under this title to purchase real property or personal property that is not affixed to real property.
- (b) In purchasing under this title any real property, personal property that is not affixed to real property, or services, if a municipality receives one or more competitive sealed bids from a bidder whose principal place of business is in the municipality and whose bid is within five percent of the lowest bid price received by the municipality from a bidder who is not a resident of the municipality, the municipality may enter into a contract for construction services in an amount of less than \$100,000 or a contract for other purchases in an amount of less than \$500,000 with:
- (1) the lowest bidder; or
 - (2) the bidder whose principal place of business is in the municipality if the governing body of the municipality determines, in writing, that the local bidder offers the municipality the best combination of contract price and additional economic development opportunities for the municipality created by the contract award, including the employment of residents of the municipality and increased tax revenues to the municipality.
- (c) This section does not prohibit a municipality from rejecting all bids.
- (d) This section does not apply to the purchase of telecommunications services or information services, as those terms are defined by 47 U.S.C. Section 153.

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Local Government Code 271.906

REVERSE AUCTION METHOD OF PURCHASING.

- (a) A local government, as defined by Section 271.081, may use the reverse auction procedure, as defined by Section 2155.062(d), Government Code, in purchasing goods and services in place of any other method of purchasing that would otherwise apply to the purchase.
- (b) A local government that uses the reverse auction procedure must include in the procedure a notice provision and other provisions necessary to produce a method of purchasing that is advantageous to the local government and fair to vendors.

Is Anyone Actually Using This?

Public School Purchasing

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GOVERNMENT CODE CHAPTER 2251

Sec. 2251.021. TIME FOR PAYMENT BY GOVERNMENTAL ENTITY. (a) Except as otherwise provided by this section, a payment by a governmental entity under a contract executed on or after September 1, 1987, is overdue on the 31st day after the later of:

- (1) the date the governmental entity receives the goods under the contract;
- (2) the date the performance of the service under the contract is completed; or
- (3) the date the governmental entity receives an invoice for the goods or service.

(b) A payment under a contract executed on or after September 1, 1993, owed by a political subdivision whose governing body meets only once a month or less frequently is overdue on the 46th day after the later event described by Subsections (a)(1) through (3).

(b-1) A payment under a contract for legal services described by Section 402.0212 owed by a state agency is overdue on the 46th day after the date the agency receives an invoice for the legal services.

(c) For a contract executed on or after July 1, 1986, and before September 1, 1987, a payment by a governmental entity under that contract is overdue on the 46th day after the later event described by Subsections (a)(1) through (3).

(d) For purposes of this section, the renewal, amendment, or extension of a contract executed on or before September 1, 1993, is considered to be the execution of a new contract.

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GOVERNMENT CODE CHAPTER 2251

Sec. 2251.025. INTEREST ON OVERDUE PAYMENT. (a) A payment begins to accrue interest on the date the payment becomes overdue.

(b) The rate of interest that accrues on an overdue payment is the rate in effect on September 1 of the fiscal year in which the payment becomes overdue. The rate in effect on September 1 is equal to the sum of:

- (1) one percent; and
- (2) the prime rate as published in the Wall Street Journal on the first day of July of the preceding fiscal year that does not fall on a Saturday or Sunday.

(c) Interest on an overdue payment stops accruing on the date the governmental entity or vendor mails or electronically transmits the payment. In this subsection, "governmental entity" does not include a state agency.

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Resources

Texas Attorney Opinions:

<https://guides.sll.texas.gov/texas-law/ag-opinions>

Texas Education Code:

<https://texas.public.law/statutes/tex.educ.code.section.44.044>

Or

<https://statutes.capitol.texas.gov/?tab=1&code=GV&chapter=GV.2251&artSec=2251.022>

Other Statutes:

<https://statutes.capitol.texas.gov/?tab=1&code=GV&chapter=GV.2251&artSec=2251.022>

Colleagues!!

Public School Purchasing

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Conclusions

- Welcome To Education Public Purchasing If You Are New
- Thank You For Attending If You Are An Experienced Professional
- Review Your Procedures
- If You Do Not Have Time Hire A Local Consultant Or Retired Public Purchasing Professional To Review Your Procedures

Public School Purchasing

28

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Questions and Discussion

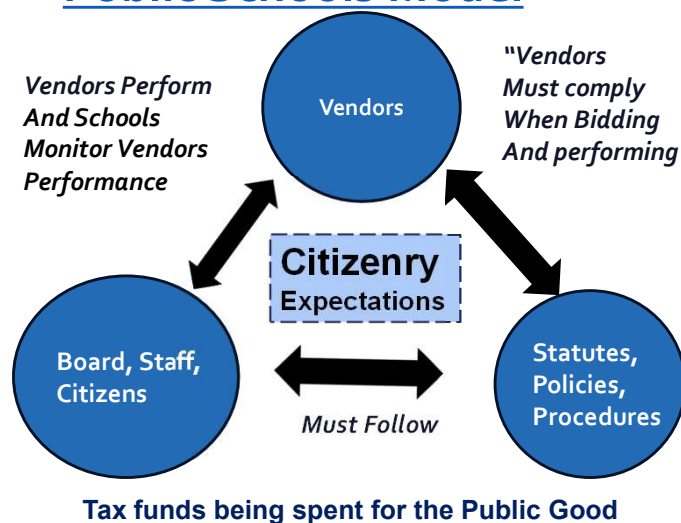
- Is Anyone Receiving Paper Bids For Electronic Bids?
- Do You Track Bid Responses From Local Newspaper Ads?
- How Often Do You Review Your Processes And If Staff Is Following Them Or Going Through The Motions?
- Does anyone look up AG Opinions?
- Other Questions

Public School Purchasing

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Public Schools Model



Public School Purchasing

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THE END

September 24, 2026

Contact: Phillip Vasquez

Managing Director

Phillip947@gmail.com

214-668-9234

Public School Purchasing

31

TIMELINE 2026

HOW TO HANDLE A BID PROTEST



SPEAKER:

Na a H

Ca C

How to Handle Protests

Narita K. Holmes
Carol Cooper

N&C Consulting
Government Procurement & Compliance

1

1

Why do I Need to be Concerned?

2

2

What Laws Require

- Specific processes described in state law must be followed to ensure competition
- Selection and award is based on criteria included in specification documents
- Award is made to bidders or proposers that meet all the mandatory requirements and offer either the best price or the best value
- Bidders must be treated equally and fairly

3

3

Examples of Abuses that have Resulted in Litigation

- Restrictive specifications that favor one vendor
- Waiving mandatory requirements for a favored vendor
- Providing incomplete or vague specifications in the solicitation packet
- Providing information to only some vendors

4

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Examples of Abuses that have Resulted in Litigation

- Awarding contracts to friends or relatives
- Splitting purchases to keep amounts under formal bid limits
- Release of information considered confidential by vendors
- Release of proposal information prematurely

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Examples of Abuses that have Resulted in Litigation

- More time is needed to respond
- There are many brand names or equal issues
- The specifications are overly complicated and detailed, making them difficult to understand
- Evaluation factors not clear

6

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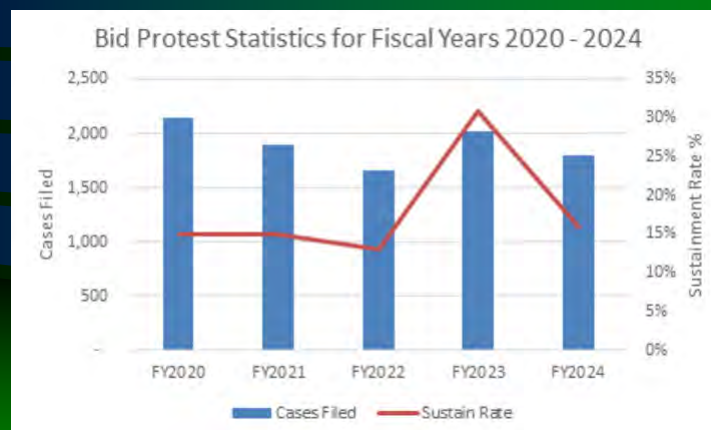
When Vendors are Unhappy

- Some complain to the purchasing department
- When they cannot get a satisfactory explanation, some will go public by complaining to elected officials or the press
- Some resort to filing official protests or lawsuits because they believe that the process is flawed

7

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Trend: Federal Procurements Protested 2020-2024



8

8

What Should We Do to Avoid Protests and Lawsuits?

9

9

Determine Where You Are in the Bid/Proposal Process

- Before distribution of specifications
- After distribution of specifications but before opening
- After bids/proposals are opened but before award
- After bids/proposals are awarded

10

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Procedures to Be Considered Before Distribution

- Check specifications for restrictive wording.
- If specifications are prepared by the user department:
 - 1) Determine the source of their information.
 - 2) Get copies of the materials they used.



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Procedures to Be Considered Before Distribution

- Make suggestions to the department for any changes you feel necessary.
- Have potential bidders comment on the specifications.
 - 1) Ask whether they can bid on the specifications as written.
 - 2) Be sure to mark the request “draft”.



12

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Procedures to Be Considered Before Distribution

- Have calls regarding the specifications come to Purchasing rather than to the user department.
- Hold a pre-bid conference if you think that there could be protests.
 - 1) Try to resolve all disputes there.
 - 2) Have the department explain to vendors the reason for certain specifications.

13

Procedures to Be Considered Before Distribution

- Be sure that your instructions are complete. Don't assume anything.
- If you feel that there could be a political problem with the specifications, have your governing body approve them BEFORE distribution.

14

If Bid Specifications Have Been Distributed But Before Opening

- Watch for warning signs:
 - 1) A call from a vendor.
 - 2) Comments from the user department.
- Send an addendum to correct restrictions, if possible.
- Be certain that all vendors have the same information.

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If Bid Specifications Have Been Distributed But Before Opening

- Cancel the bid and rewrite the specifications if major changes need to be made.
- Make all potential bidders/proposers aware of the cancellation and that new specifications will be issued

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If a Problem Is Discovered After Opening, Before Award

- Admit that there is a problem.
- Consider canceling the bid.
- Consult with legal counsel.
- Rebid with new specifications.

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If the Bid Has Been Awarded

- Proceed with caution—there may be legal liability.
- Consult with legal counsel for advice.
- Carefully document all steps that have occurred.



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Other Considerations

- Make sure that your bosses are aware of the problem. Don't let them be blind-sided.
- Be aware that taking more time and thought in developing specifications can save days and weeks of dealing with a protest.
- You cannot avoid a protest by having vendors sign a waiver.

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Other Considerations

- When a vendor protests:
 - 1) Listen to his/her concerns carefully.
 - 2) Ask questions to show that you heard what he said.
 - 3) Make sure that you understand what and why he is protesting.
 - 4) Don't minimize a vendor's position. Make them feel that their concern is important.

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Other Considerations

- 4) Be sure that you act on **complete** information.
- 5) Listen with an open mind.
- 6) Be courteous and responsive.
- 7) Consider having a debriefing with vendors after complex or high dollar bids. This may help you avoid a protest and help them understand how they scored.
- 8) Never compromise your ethics.

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Other Considerations

- DOCUMENT,
DOCUMENT,
DOCUMENT!!

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There can be Positive Aspects of a Protest from a Vendor Perspective

In a report issued by NASPO, the following benefits for vendors were noted:

- Provides a fair process and real check on flawed or anticompetitive awards
- Opportunity to improve the procurement process
- Opportunity to change bid outcome

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There can be Positive Aspects of a Protest from a Vendor Perspective

- Opportunity to complain about losing competitive process
- Opportunity to express dissatisfaction with the bid award process
- Opportunity to learn how to better prepare a bid response

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Should We have a Protest Policy or Procedure?

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What are the Requirements?

- State Agencies are required to have Protest Procedures
- Local Governments are not mandated to have them, but it is a best practice

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Texas Government Code

- 2155.076. PROTEST PROCEDURES. (a) The commission and each state agency by rule shall develop and adopt protest procedures for resolving vendor protests relating to purchasing issues. An agency's rules must be consistent with the commission's rules. The rules must include standards for maintaining documentation about the purchasing process to be used in the event of a protest.

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Items to Consider Including in a Protest Procedure

- Steps for the protestor to follow
- Deadline for filing a protest
- Instructions whether the protest must be written and/or verbal
- Information that must be included in the protest documentation

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Items to Consider Including in a Protest Procedure

- Indication whether a stay will be issued on the procurement pending resolution of the protest
- Protest bond or fee
- Method of final determination
- Appeal process

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Required Protest Documentation Might Include

- Statute or procedure alleged to have been violated
- The relevant facts
- Issues that the protestor is requesting to be resolved
- Protestor's argument and supporting documentation

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Examples of Local Entity Protest Procedures

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FANNIN COUNTY PROTESTS PROCEDURES

1. RIGHT TO PROTEST

Any actual or prospective bidder, offeror, or contractor who is aggrieved in connection with the solicitation or award of a contract shall seek resolution with the Purchasing Agent unless the solicitation provides other avenues of appeal. If the aggrieved person does not perceive there to be satisfactory resolution, then a written appeal may be submitted to the Fannin County Commissioners' Court, whose decision will be final. A protest with respect to an invitation for bids or request for proposals shall be submitted in writing prior to the opening of bids or the closing date of proposals, unless the aggrieved person did not know and should not have known of the facts giving rise to such protest prior to bid opening or the closing date for proposals. The protest shall be submitted within ten (10) calendar days after such aggrieved person knows or should have known of the facts giving rise thereto.

2. STAY OF PROCUREMENT DURING PROTESTS

In the event of a timely protest under **Right to Protest**, the County shall not proceed further with the solicitation or award of the contract until all administrative and judicial remedies have been exhausted or until the Commissioners' Court makes a determination, in writing, that the award of a contract without delay is necessary to protect the substantial interests of the County of Fannin.

3. A FORMAL PROTEST SHALL CONTAIN

- a) A specific identification of the statutory or regulatory provision that the action complained of is alleged to have violated;
- b) A precise statement of the relevant facts;
- c) An identification of the issue or issues to be resolved;
- d) Argument and authorities in support of the protest;
- e) An affidavit that the contents of the protest are true and accurate.

Failure to include all of Items (a) through (e) above will result in a protest being incomplete and it will be rejected.

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City of San Marcos Protest Procedures

Protest Procedures

The purpose of the protest procedures is to protect the public interest in the purchasing process. This section is intended to give a bidder, proposer, or contractor who is aggrieved in connection with the solicitation, evaluation, or award of a contract the opportunity to protest. The City's objective is to resolve protests as soon as practical.

Any protest or complaint to the City's consideration must be submitted in writing and received by the Purchasing Manager no later than 5:00 PM on the fifth (5th) calendar day after the City notifies the bidder or proposer: 1) that it is deemed non-responsive; 2) that it is deemed not responsible; 3) the name of the apparent winning bidder; or 4) the City's intent to award a contract. If the protest or complaint does not contain the following information, it may be dismissed by the Purchasing Manager:

- Protestor's name, address, telephone number, and email address;
- The solicitation number;
- Identification of the statute or policy that is alleged to have been violated;
- A precise statement of the relevant facts;
- Identification of the issues to be resolved; and
- Supporting documentation.

The protest must be concise and presented logically and factually to help with the City's review and determination as to whether the grounds for the protest are sufficient. The Purchasing Manager will notify the protesting party that the protest has been received and make every effort to resolve the protest before contract award.

If it is determined that the grounds for the protest are insufficient and no violation of a statute or policy has occurred, the Purchasing Manager will provide a written decision to the protesting party setting forth the reasons for the determination.

If, after conferring with the City Attorney's Office, it is decided that the grounds for the protest are sufficient and it is determined that a violation of a statute or policy has occurred, the Purchasing Manager will inform the protesting party by letter setting forth the reasons for the determination and the remedial action that will be taken.

When a protest is filed, the City will not make an award until a decision on the protest is made except, as determined by the City Manager, when a delay would jeopardize urgently needed goods or services, or a delay in making an award will unduly delay delivery or performance of urgently needed services.

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More Examples of Protest Procedures

- DIR

<https://dir.texas.gov/View-Information-For-Vendors/Pages/Content.aspx?id=21>

- The University of Texas System

<https://utsystem.edu/offices/contracts-and-procurement/27-supplier-protests-disputes-resolutions>

- GAO

<https://www.gao.gov/legal/bid-protests>

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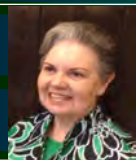
A Final Thought

Having a policy that allows fair handling of protests helps ensure a fair and level playing field for all vendors who wish to participate in your entity's bid process. An approved procedure, posted for vendors' use, will provide less stress when a protest is made.

35

35

Thank You from N&C Consulting



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cacooper@tx.rr.com
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The materials provided in this presentation and any comment or information provided by the presenter are for educational purposes only and nothing conveyed or provided should be considered legal advice. Please contact your own attorney with any specific questions you have related to the information provided that are of legal nature.

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ISM-Rio Grande Valley, Inc.

TIMELINE 2026

PURCHASING COOP RATI S
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GO RNING BOAR

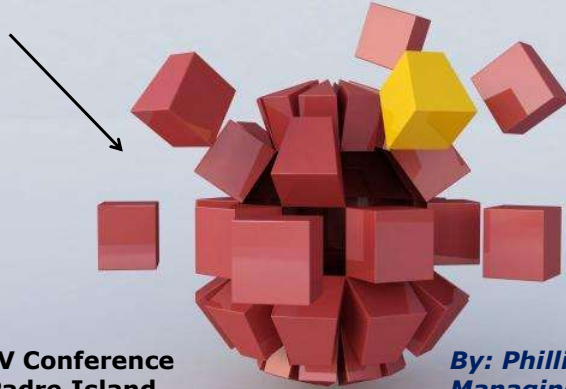


SPEAKER:

P a

Purchasing Cooperatives

Grouping Together



**ISM RGV Conference
South Padre Island
September 24, 2026**

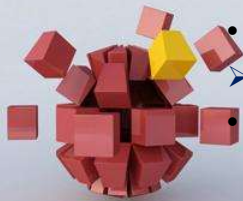
***By: Phillip Vasquez
Managing Director
Phillip Vasquez &
Associates***

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**

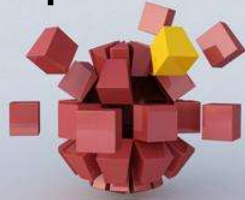


Page 2

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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**

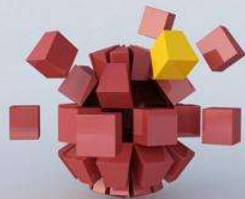


Page 3

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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**



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5

Choosing a Purchasing Co-op

1. Omnia Partners	10. E & I Cooperative Services
2. HCDE-Choice Partners	11. HGAC
3. BuyBoard	12. Sourcewell
4. NASPO (WSCA)	13. ASC-ESC 19
5. State of TX DIR	14. 1GPA
6. State of TX & TXMAS	15. PACE-ESC 20
7. TIPS-ESC 8	16. GOODBUY-ESC 2
8. NCPA-ESC 14	17. TEX-BUY ESC16
9. Equalis-ESC 10	18. PCA
	19. Regional Piggyback Co-ops
	20. GSA Schedules (a few)

In the bottom left corner, there is a 3D graphic of red and yellow cubes arranged in a sphere. The page number **Page 6** is in the bottom right corner.

6

Cooperatives

Alphabet Soup Anyone

Page 7

7

Cooperative Changes

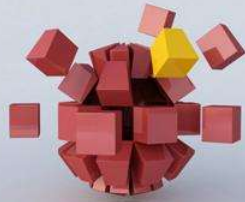
- HCDE-Choice Partners Has High Growth
- E & I Cooperative Services Not the Largest
- Omnia Partners includes (Largest):
 - **US Communities**
 - **National IPA**
 - **TCPN**
 - **NCPA**
 - **Private Sector Hospital GPOs**
- TIPS is Expanding
- Co-ops w/Moderate Growth
 - **PACE, TEX-Buy, ASC, 1GPA,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

Page 8

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Cooperative Key Players

- **NCP-P-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

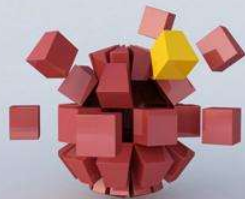
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Are You Confused Yet

You should be

Roll the Dice?

Or Determine the Right Co-op

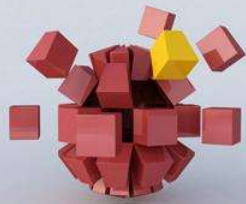


- Cooperative Sourcing Method
- Pick the Vendor You Want
- Standardize
- Find the Cheapest Price
- Evaluate Best Value
- Evaluate the (Original) Bid Docs
- Use a Checklist
- Hire a Consultant
- Base Choice on Rebates
- Find the Right Product in Budget

Page 10

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Your Local Government Perspectives Determine Your Choices



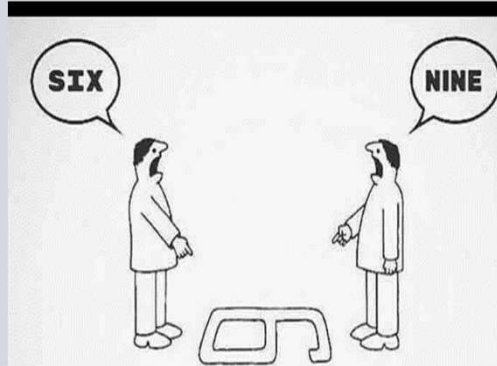
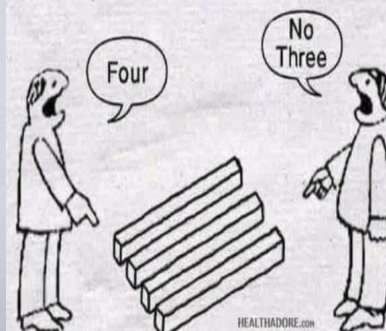
Page 11

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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

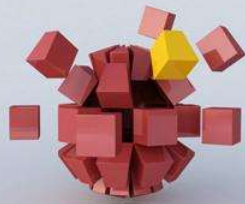


**Each LGA has a Unique
Perspective**

Page 12

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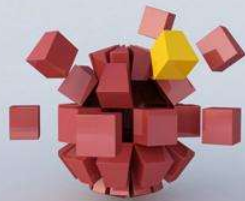
Lets Look at What's Important to Your LGA in Choosing a Co-op



Page 13

13

What Does Your Policy Say

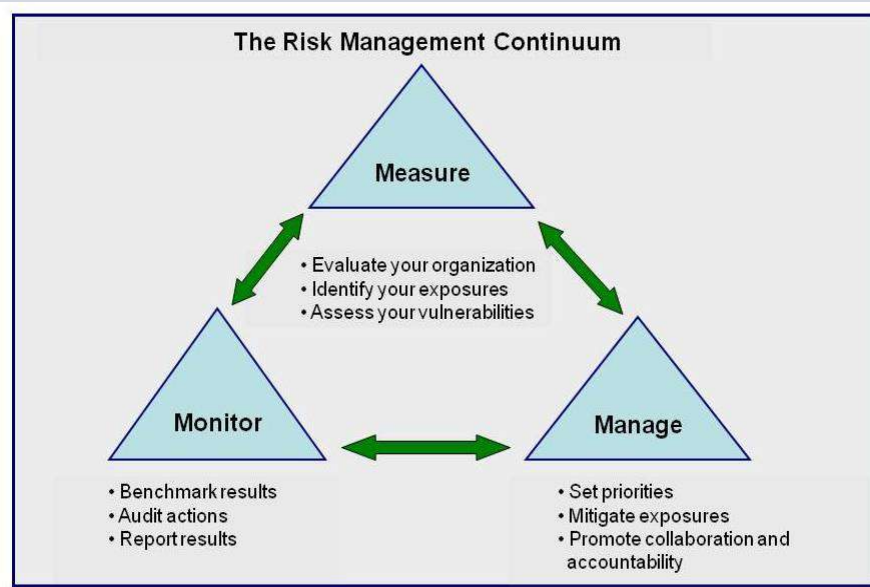


- **Governing Board Approvals**
 - To Use A COOP
 - To Use Specific Contracts
 - For Funding Approvals
- **Management Policy and Operational Procedure Manuals**
- **Remember to Always Comply With Your Governing Board Policy (Do You Have one?)**

Page 14

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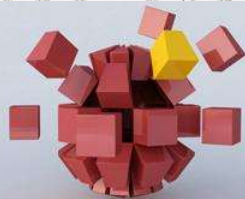
Risk Management Policy



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Contract Award



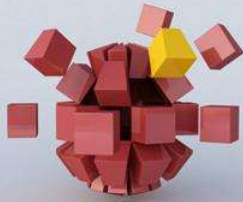
- Do the Contract T's & C's Meet Agency's Policy
- Does the Co-op Program Master Agreement Delegate **(Your)** Purchasing Authority?
- How Is Pricing Calculated?
- How is Vendor Performance Calculated?
- Does it Meet Federal Grant Guidelines?
- Evaluate Each Program and Contract Carefully.

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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.**



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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

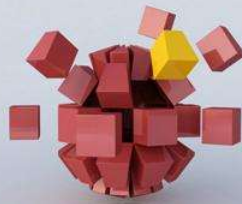
Page 18

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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



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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



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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

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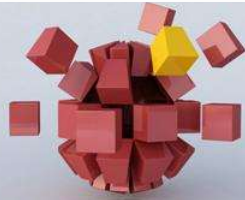
Co-ops Are Not the Same

- 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

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Right Cooperative For You Local Govt.



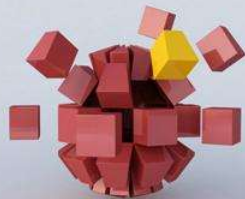
**Your Staff must be Strategic In
Selecting Cooperative Contracts**

Page 23

23

A Few Tools

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



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What Are Your Coop Procedures and Policies

- Do You Have A Plan For Determining Which Coop Contract To Use And Justify To Your Board?
- Has Your Board Approved A Coop Policy?
- Do You Report Usage Annually To Your Board?
- Do You Provide Estimates For Fy Usage By Contract?
- Do You Take Joc Contracts To Your Board?
- You Should Answer Yes To These Questions Others!



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25

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.....

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<u>Co-op Questionnaire</u>		
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		

27

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**

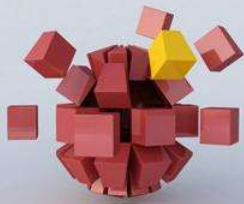


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THE END

Contact Phillip Vasquez at:
Work: 972-626-2803
Mobile:214-668-9234
Email: Phillip947@gmail.com



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TIMELINE 2026

**STAY UP WITH THE NEW FEDERAL
REGULATIONS INCLUDING GAR
ANUAL**



SPEAKER:

Jesus Amezcua



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



ISM RGV Purchasing Seminar
2026

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

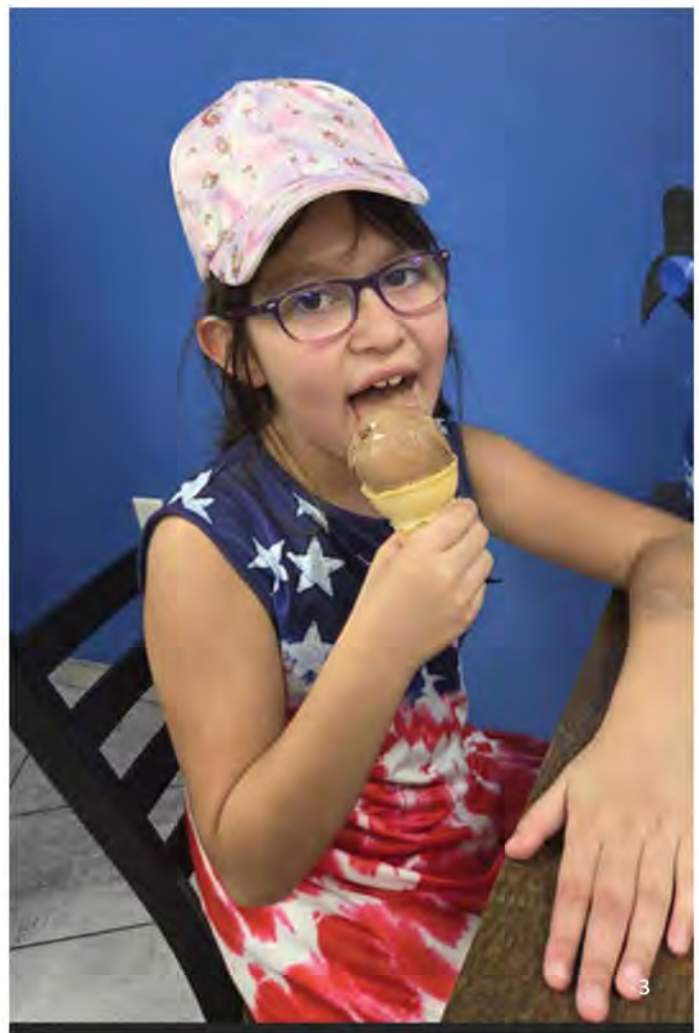
Types of federal Funds



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

First Step – Identify the NOGA and requirements



FUNDER:

FEDERAL FUNDS **ALN #**

NON-FEDERAL FUNDS Yes

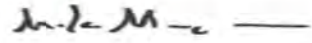
FUND:	Description	Number
Fiscal Year		2022-2023
Grant Revenue Amount		
Expenditure		
	6100 Payroll	
	6200 Misc Contracted Services	
	6300 General Supplies	
	6400 Misc Operating Expenses	
	Unrestricted Admin. Fee	-
Total Expenditure		\$ -

Name of Grant Manager:

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

9

Sample TEA NOGA

Texas Education Agency										
eGrants TEXAS EDUCATION AGENCY SAS #: SPEDAA24		Organization: TEJANO CENTER FOR COMMUNITY CONCERNS INC Campus/Site: N/A Vendor ID: 1760377101				Application ID: 003257034753 County District: 101806 ESC Region: 04 School Year: 2023-2024				
Notice of Grant Award										
Application submit Date: 4/29/2024						Amendment Number: 02				
NOGA ID/ Reimbursement ID	Name of Grant Program	FAR Fund Code	FAR Rev Code	Fed Awd # CTOA *	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		Date		
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								5/23/2024		

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

1	Subrecipient Name RAUL YZAGUIRRE SCHOOLS FOR SUCCESS 2850 BROADWAY HOUSTON, TX 77017	2	Subrecipient Unique Entity Identifier UEI (SAM): FDBAL3NGD3H9 CDN: 101808
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:	\$1,208,117,002	
8	Federal Award Project Description Incorporated by reference in program guidelines		

11

Texas Education Agency

Standard Requirements Supplement Form 101

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 <u>General and Fiscal Guidelines</u> , 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
☒	I certify my acceptance of and compliance with the General and Fiscal Guidelines.
☒	I certify my acceptance of and compliance with the program guidelines for this grant.
☒	I certify my acceptance of and compliance with all General Provisions and Assurances requirements.
☒	I certify that I am not debarred or suspended. I also certify my acceptance of and compliance with all Debarment and Suspension Certification requirements.
☒	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.
☒	I certify my acceptance of and compliance with No Child Left Behind Act of 2001 Provisions and Assurances requirements.

Sample
Supplement
to NOGA

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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

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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	

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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\(c\)](#)).

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Code of Federal Regulations

A point in time eCFR system



Title 2



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

Print

Search

Subscribe

Title 2 Grants and Agreements

Subtitle A Office of Management and Budget Guidance for Grants and Agreements

Part 1 About Title 2 of the Code of Federal Regulations and Subtitle A

Chapter I Office of Management and Budget Governmentwide Guidance for Grants and Agreements

Chapter II Office of Management and Budget Guidance

Subtitle B Federal Agency Regulations for Grants and Agreements

Part / Section

1 – 299

1,100 – 1,305

2 – 199

200 – 299

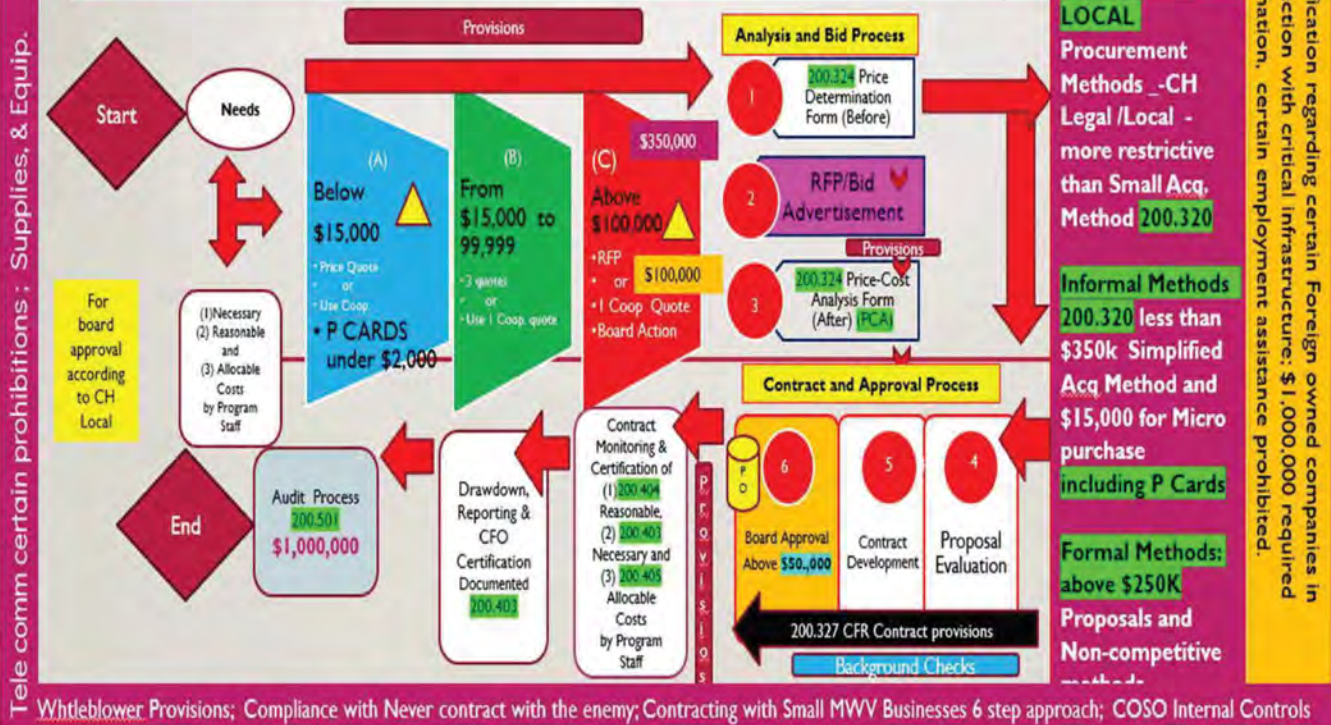
300 – 6099

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



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.

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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.

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General and Fiscal Guidelines

5

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.

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

6

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): 1. Competitive bidding 2. Competitive sealed proposals 3. Request for proposals (RFP) 4. Interlocal contract 5. Request for qualifications (RFQ) 6. Reverse auction 7. 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): 1. Competitive bidding 2. Competitive sealed proposals 3. RFP 4. Interlocal contract 5. RFQ 6. Reverse auction 7. 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

7

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: 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.

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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](#).

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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.

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§ 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.

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§ 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.

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§ 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.

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§ 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.

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§ 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.

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§ 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.

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§ 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.

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§ 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.

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§ 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.

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§ 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.**

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§ 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.

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§ 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.

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§ 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.

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§ 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](#).

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§ 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.

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

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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



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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
5300 Inverton Boulevard • Houston, Texas 77022 • Tel: 713.694.6300 • www.hcde-texas.org

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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@hcd-e-texas.org or 713-696-1371.

Very truly yours,

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





For additional information or training, contact:

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TIMELINE 2026

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



SPEAKER:

Edna Johnson

Mastering Audit Preparedness in Public Procurement



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

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Presenters



Dr. Edna E. Johnson,
CTCM, RTSBA
Director of Procurement Services



Jorge A. Garza,
*Senior Compliance Officer for
Business Services*



Brenda Del Valle,
*Compliance Analyst for
Procurement Services*

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



- 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



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.



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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.



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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

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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.

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Choice Partners national cooperative includes:



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

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](#)

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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](#)

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Procurement Policies & Procedures

Federal, State & Local

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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

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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 - Adverstiment 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 <u>reasonable</u> 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 bidding information on
advertisements 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 \$50,000. 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 (a)). 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 completed 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 (to be 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
☐ Estimated quantity of items and/or goods required	☐ List of services/responsibilities to be performed
☐ Detailed description of each item required	☐ Detailed list of deliverables/tasks required
☐ Specifications and/or drawings for materials required	☐ Anticipated contract term and start date
☐ Date items and/or goods are required	☐ Location of project
☐ Delivery address and point of contact	☐ 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	1. Product needed 2. Estimated quantity 3. Unit price 4. Markups – overheads – profit 5. Desired delivery schedule 6. Warranty	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 (3)(f) and/or Tex. Gov't Code Ch. 2254)	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	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):

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Goods/Equipment

Source Used to Develop Independent Estimate of Goods/Equipment (check all that apply and attach supporting documentation):

- ☐ Vendor survey/market survey
- ☐ Current or past contracts for the same or similar product
- ☐ Historical price and costs data
- ☐ Other (please specify source and attach supporting documentation): _____

Services

Source Used to Develop Independent Estimate of Services (check all that apply and attach supporting documentation):

- ☐ Current or past contracts for similar services
- ☐ Other departments doing similar work
- ☐ Historical price and costs data
- ☐ Other (please specify source and attach supporting documentation): _____

PART IV
ATTACHMENT CHECKLIST

The following required documentation is included as attachments to this Independent Estimate Determination (please check boxes to certify compliance with required documentation):

- ☐ 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

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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.



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26/010TD (Local Food and Catering Services) Unsealed
Bid Duration 1 month 14 days

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)

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

Ship to Information

Bill to Information

Auditors will review the following:

- Issue Date & Time
- Close Date & Time

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26/010TD (Local Food and Catering Services) Unsealed

Bid Duration 3 month 14 days

Award Lines Award Suppliers Actions

Award Details Responses Event Details Manual Responses Messages 1 Questions 3 Invitations 477 Activities 3 Attachments 2 Attributes 20 Line Items 2 Response Attachments 3 Notes Related Messages 273

Respondents

Supplier Name	Classifications	Response	Progress	Submission Date
Alonzi Market Cafe and Catering (Pepi Corporation)	SBE	Submitted		2/25/2026 11:58 AM (CT)
K'Maries504 LLC	MBE, SBE, WBE	Submitted		3/13/2026 12:34 PM (CT)
esCater, Inc.		Submitted		3/13/2026 01:53 PM (CT)
Chicken Salad Chick (Houston) CSC LLC	SBE	Submitted		3/6/2026 03:30 PM (CT)
Sushic LLC	MBE, HUB	Submitted		3/9/2026 02:21 PM (CT)

5 items in 1 page

Auditors will request the following:

- Date & Time proposals were received



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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 or
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. ☐ Intentional agreement or purchasing cooperative (TEC 44.031(a)(4) / Tax 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(a))
E. ☐ Emergency procurement (as defined under TEC 44.031(b))
F. ☐ Competitive Bidding, Competitive Sealed Proposal, or Request for Proposals (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 Tax 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 paid 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.

- B. **Price Analysis:** If the expenditure is being made under Item 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 order/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 LISTED** Purchase Order No. _____ and/or **INSERT LISTED** Contract No. _____ which was competitively established.
☐ Other reason (specify and attach supporting documentation if applicable): _____

- B. **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, non-reimbursable expenses).

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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 methodology 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 evaluation of the application of audited or pre-negotiated (e.g., by the Federal Government) indirect costs (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 vendors' 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 involvement: _____
☐ 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: _____

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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: HCDEbid@customerchoicewave.net
Priority: NORMAL HCDE eBid

Dear Supplier:

The following opportunity has been awarded. You were awarded items and can view award information online.

Award Notice:

Bid Opportunity Information
Bid Number: 24/006YR-03
Bid Title: Local Food and Catering Services
Issue Date: 12/13/2023 06:19:37 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) 696-6212
(713) 696-0732
vroman@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
Boat, Texas Kitchen	boat@tkc	Latchley, Angeline	info@boatkitchen.com	Opened

CP CHOICE PARTNERS
The Right Resource. Right Now.

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 Dury, 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

Procurement Vendors

Audit Requests Procurement – Vendor

HCDE	Summary				
Procurement - Vendor	Suralink #63				
August 31, 2025					
Please provide a copy of the award letter or documentation of board meeting approval.					
	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	
Kindly provide the supporting document that shows the date and time when the bids were received.					
	Vendor Number	Vendor Name	Aggregate Amount Expended	Amount Expended Dates	Comment
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.

DOCUMENTATION & AUDIT READINESS

Complete Vendor Documentation

Maintain a full vendor file including executed Vendor Packet, SAM.gov, Texas Comptroller, and IRS TEOS results.

Standardized Compliance Checklist

Use a **checklist to verify all required forms** and active status on regulatory websites or each vendor. **HCDEs Vendor Verification Checklist is featured on next page.**

Consistent Document Organization

Organize documents in a set order to simplify audits, including Vendor Packet, W-9, Comptroller status, SAM.gov, and IRS verification.

Ensuring Regulatory Compliance

Accurate records ensure adherence to state and federal regulations, reduce risk, and promote procurement accountability.

VENDOR PACKET CHECKLIST

[illegible]

Criminal History Records Information Verification Process

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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



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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).

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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.





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.



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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.

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Human Resources Evaluation of Pre-Service Affidavit and Criminal History Information



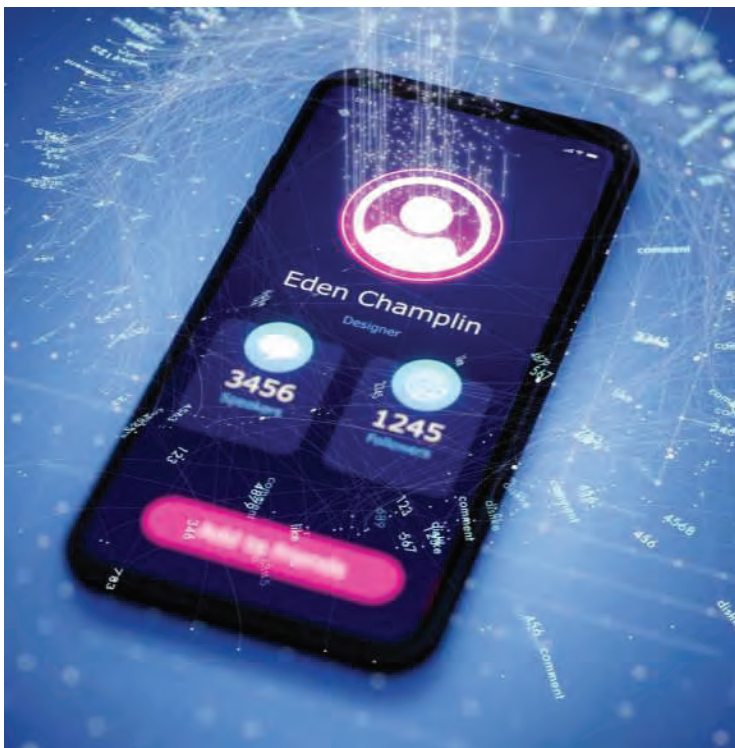
Document Evaluation Process

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.

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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.

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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.

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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

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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

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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 \(FOG\)](#)

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What
questions do
you have?



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Thank you!

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TIMELINE 2026

UP AT YOUR PROCUR NT
T PLAT S



SPEAKER:

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a a L a

Updating Procurement Templates Without Losing Compliance

A Practical Framework for Modernizing Public Procurement Documents

**Presented by Dr. Jesus Amezcua and
Marcia Leiva**



Disclaimer

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.

Who is in the room?

Please raise your hand if you work for:

- 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

WHY ARE WE TALKING ABOUT PROCUREMENT TEMPLATES

THE PROBLEM...

Because templates influence almost every procurement decision we make...

They serve as:

- **Compliance tools;**
- **Risk management mechanisms;**
- **Vendor communication tools;**
- **Institutional memory;**
- **Training resources for new employees;**
- **Decision-making guides**

Unfortunately, they also tend to accumulate language over time...

WHY IS THIS HERE?

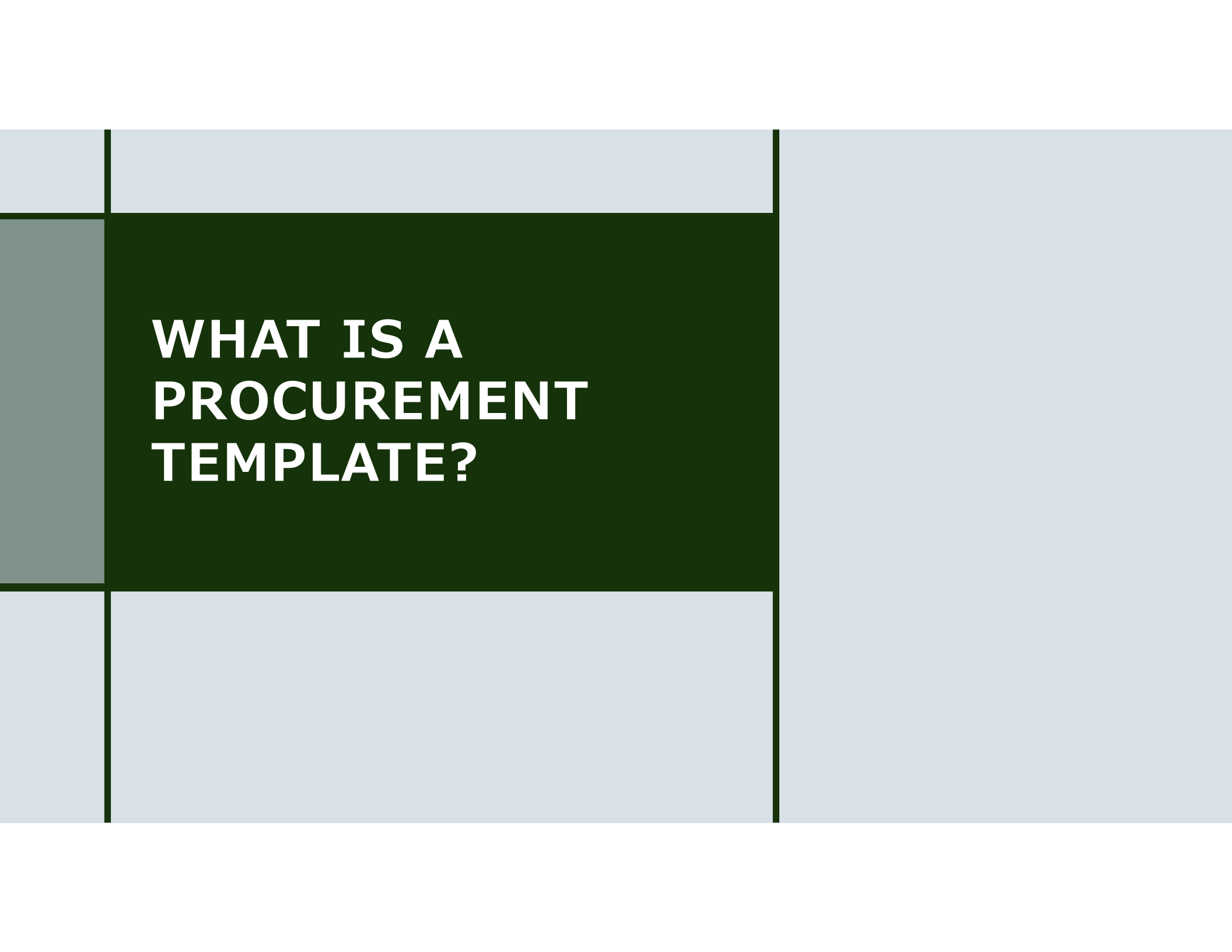
THE QUESTION THAT LAUNCHED THIS PRESENTATION...

Why is this **CLAUSE** here?

- 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?

Sources of Template Language

- **Statutory requirements**
- Administrative decisions
- **Local policy decisions**
- Audit findings
- **Grant requirements**
- Attorney recommendations
- Prior disputes or protests
- Historical practices



WHAT IS A PROCUREMENT TEMPLATE?

External Documents

- Requests for Proposals (RFP)
- Invitations for Bid
- Requests for Qualifications (RFQ)
- Contract Templates
- Amendment templates

Internal Documents

- Sole source justification forms
- Emergency purchase forms
- Cooperative purchasing documentation
- Evaluation forms
- Approval workflows

**FIVE STEPS FOR
ANY TEMPLATE**

Step 1: Inventory

- Pull every template into one place
- Identify:
 - *Which templates currently exist?*
 - *Which version is official?*
 - *Who owns the document?*
 - *When was it last reviewed?*
 - *Are duplicate versions circulating? One official version; retire the rest*

Step 2: Categorize and Find the Gaps

- Review each document and identify:
- *Statutory requirements*
- *Policy requirements*
- *Operational requirements*
- *Historical requirements*
- *Not all provisions should be evaluated the same way*

Step 2: Categorize and Find the Gaps Statutory Requirements

- **Imposed by law**
- Competitive procurement requirements
- Required notices
- **Required certifications and disclosures**
- Conflict of interest requirements
- Public records requirements

Step 2: Categorize and Find the Gaps Statutory Requirements

- **Ask:**
- *What law requires this?*
- *Is the citation still current?*
- *Has the law changed since this language was added?*
- **Statutory language generally cannot be removed, but it may need to be updated (at least every biennium)**

Step 2: Categorize and Find the Gaps Policy Requirements

- **Imposed by the organization**
- **Board policies**
- Internal procedures
- Approval thresholds
- Delegations of authority
- Internal approval requirements

Step 2: Categorize and Find the Gaps Policy Requirements

- **Ask:**
- *Is this required by policy? If so, which policy?*
- *Is the policy still in effect?*
- *Does the template reflect current practice?*
- **A template can comply with state law and still conflict with local policy.**

Step 2: Categorize and Find the Gaps Operational Requirements

- Requirements that help people perform the work
- Evaluation forms
- Approval workflows
- Checklists
- Vendor submission instructions
- Internal review procedures

Step 2: Categorize and Find the Gaps Operational Requirements

- Ask:
 - *Does this improve consistency?*
 - *Does this improve decision-making?*
 - *Does staff use it?*
- Operational requirements should make procurement easier, not more difficult.

Step 2: Categorize and Find the Gaps Historical Requirements

- 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

Step 2: Categorize and Find the Gaps Historical Requirements

- Ask:
 - *Why was this added?*
 - *Does the original purpose still exist?*
 - *Would we intentionally add it today?*
- Historical language is not automatically bad, but it should not be immune from review.

Step 3: Evaluate

- For each provision ask:
- *Why is it here?*
- *What purpose does it serve?*
- *Does that purpose still exist?*
- *Would we intentionally add it today?*

Step 4: Decide to Keep, Revise, or Remove?

- **Keep:**
 - *Required by law*
 - *Required by policy*
 - *Continues to serve a useful purpose*
- **Revise:**
 - *Outdated references*
 - *Changed procedures*
 - *Ambiguous language*

Step 4: Decide to Keep, Revise, or Remove?

- **Remove:**
- *Duplicative requirements*
- *Obsolete provisions*
- *Requirements with no continuing purpose*

Step 5: Document & Maintain

- Assign an owner
- *One named person per template*
- Document significant changes
- *What changed? Why? Who approved?*
- *Future reviewers should not have to rediscover your reasoning*

Step 5: Document & Maintain

- Establish a review cycle
- *Schedule the next review before you close*
- *Maintain one official version*
- *Following significant legislative changes*
- *Following policy revisions*
- *Following audit findings*
- *At least once each biennium*

COMMON OBSTACLES TO TEMPLATE REVIEW

Common obstacles...

- **Nobody remembers why it was added**
- Nobody wants to remove it
- Multiple versions exist
- Ownership is unclear
- Review is viewed as too time-consuming

**RESPONSIBLE USE
OF ARTIFICIAL
INTELLIGENCE**

AI can assist with:

- **Comparing versions** of documents
- **Identifying inconsistencies**
- **Flagging outdated references**
- **Organizing information**
- **Drafting preliminary language**

AI should **never** replace:

- **Professional judgment**
- **Legal review**
- **Policy decisions**
- **Procurement expertise**

Where AI could add value:

- **Comparing** an existing template against updated policy
- Identifying **changes** between document versions
- **Locating inconsistent** terminology
- **Summarizing** lengthy procurement documents
- Generating **first-draft revisions**

Where caution is required...

- **AI may:**
 - *Misstate legal requirements*
 - *Cite non-existent authorities*
 - *Misinterpret organizational policies*
 - *Produce language that sounds correct but is inaccurate*
- **Trust, but verify. AI is a fast first-pass associate for comparing documents; it is not an oracle.**

Better inputs produce better outputs

- When using AI to review procurement documents:
 - *Provide the relevant documents*
 - *Define the scope of the review*
 - *Specify what the model should analyze*
 - *Limit the sources the model may use*
 - *Require the model to identify uncertainties*

Better inputs produce better outputs

- **Example Instructions:**
- *“Review only the documents provided”*
- *“Do not research or rely on outside sources”*
- *“If information is missing, identify the gap and ask a question”*
- *“Do not assume facts that are not provided”*
- **The goal is to make AI a document-review tool, not a source of unsupported conclusions**

FINAL TAKEAWAYS

The Cost of Doing Nothing:

- If templates are never reviewed...
- *Outdated requirements remain*
- *Staff workarounds increase*
- *Institutional knowledge is lost*
- *Procurement cycles become slower*
- *Compliance risks accumulate*

Five Steps

1. Inventory

2. Categorize

Statutory, Policy, Operational, or Historical

3. Evaluate

4. Decide

Keep, Revise, or Remove

5. Document & Maintain

Three Things You Can Do Monday:

1. Identify one template that has not been reviewed recently
2. Apply the Five Steps
3. Establish ownership and review schedule

Small, intentional improvements are more effective than major revisions that never happen.

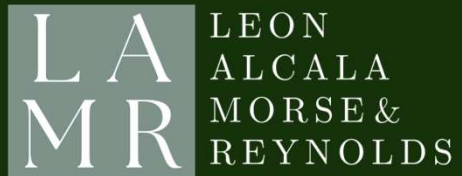
If You Remember Nothing Else...

- Ask: Why is this here?
- Then: Identify the source, understand the purpose, and make **an intentional decision**

Do not preserve language just because it is familiar

Do not remove language just because it is old

Keep, revise, or remove language based on whether it still serves **a legitimate purpose**



THANK YOU

What questions do you have?

**Dr. Jesus Amezcua
Marcia Leiva
Stephanie Hardin**

Contact Us

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info@leoncalca.com

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TIMELINE 2026

CHANGES ON JOB ORDER CONTRACTING (JOC)



SPEAKER:

Stephen Kendrick

Job Order Contracting (JOC)

ISM RGV TIMELINE

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
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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:

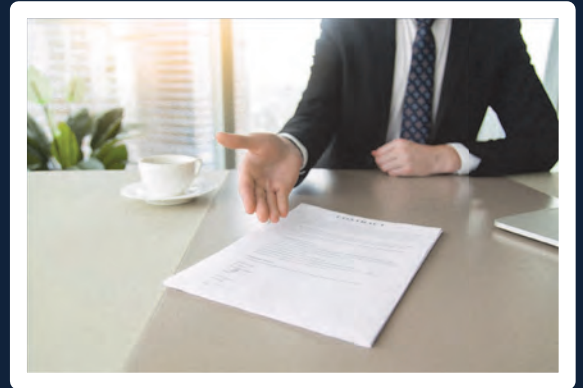
- Only construction method allowed to select contractors for future, undefined projects *Tex. Gov't Code § 2269*



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)

Maintenance Contract
(TEC 44.31)



Repair &
Maintenance

Construction
Services



OSHA Letter to Raymond Knobb (11.18.2003)



Maintenance vs. Construction

Good rule of thumb:

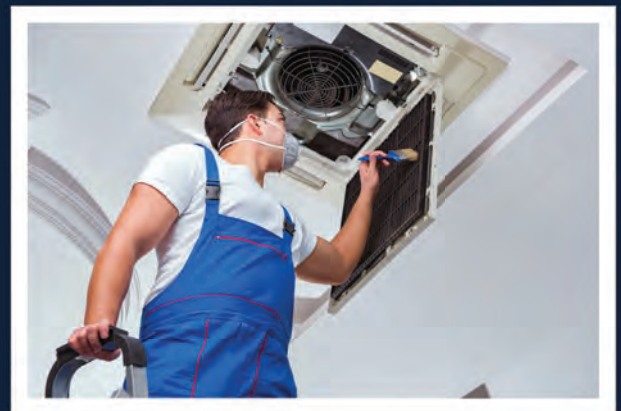
Procure maintenance service contracts under *Tex. Gov't Code Chapter 2269*, rather than under non-2269 method (like *TEC 44* for ISD's), if:

- 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**



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%	\$104,524.63
07 - THERMAL AND MOISTURE		\$102,153.94	Non-Priced Items 1 of 7	7.00%	\$7,752.00
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	
99 - FLEX Total						\$7,752.00	
Notes: Quote Widget USA Quote 26-10102							

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.



<https://myjoc.com/contractor>



HVAC Example

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

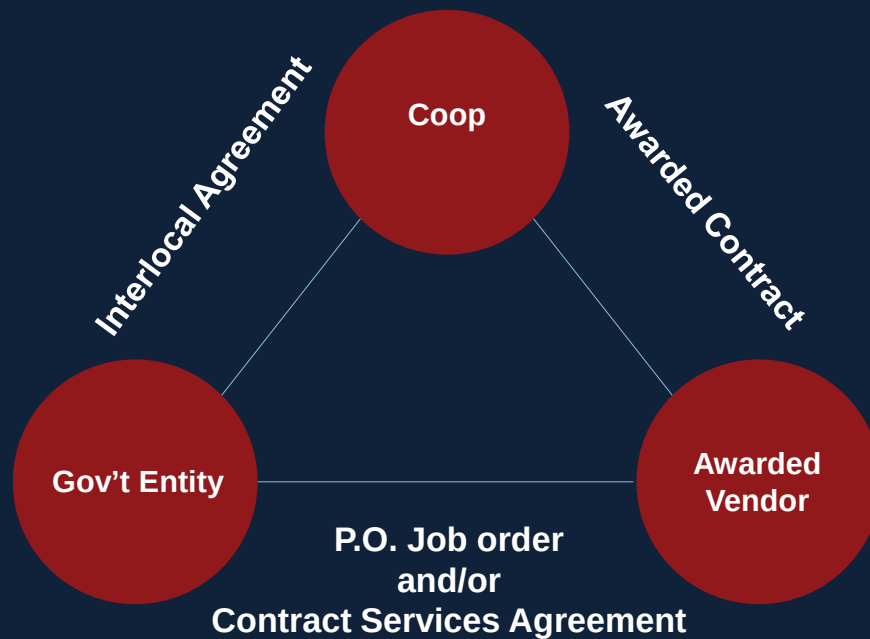
JOC/IDIQ Estimate

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				
		Insert what you bid 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

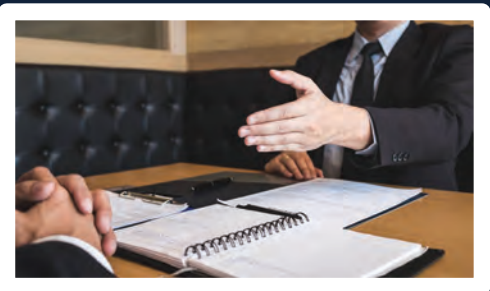
- Allows for the use of all divisions and is typically a general contractor



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.

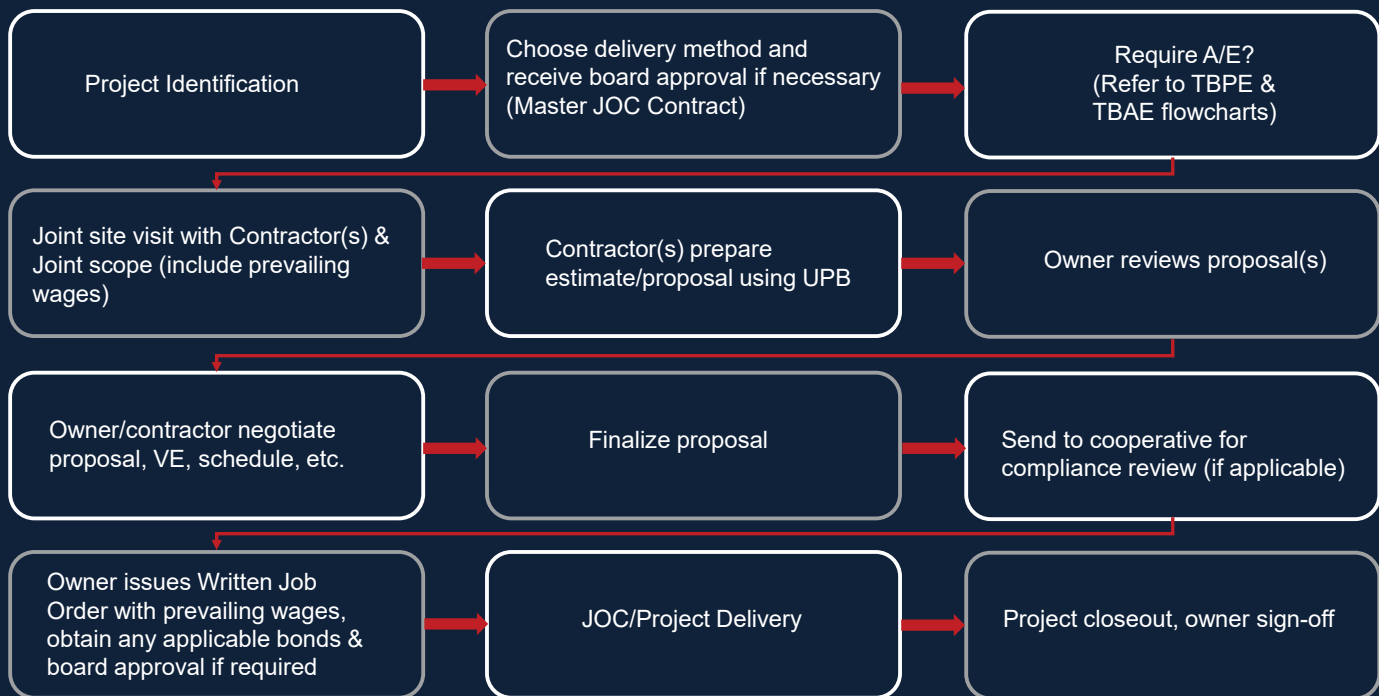


Quote

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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**Harris County
Department of
Education**

TIMELINE 2026

FINANCIAL and PURCHASING PLAYBOOK BEST PRACTICES and THOUGHTS



SPEAKER:

Jesus Amezcua

Financial and Purchasing Playbook Best Practices and thoughts

Dr. Jesus Amezcua

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About your Speaker today,

- 10 Rings
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- Asst Supt
- Superintendent
- Finance Director
- City
- School District
- County ISD
- University
- Private

HS, BA, MBA, Mpaac, MIL, PhD, CPA, RTSBA, CPFIM, Supt.



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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.



2024

National Procurement Institute

3

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.

1 VALUE

- It is the **value that you bring** to the table not the amount of work that you do!
- Value + Positive Force + Added Value + Effort + Due diligence + what you bring to the table.
- What do you have to offer:
- In HS:, I recall that I wanted to make the Varsity team, and I would stay after class to work. Extra Effort
- IN College: Preparing for that test, that you need to get ready
- At work: Invest an extra hour to organize, plan and reflect
- Education, Experience, Background, Flexibility,

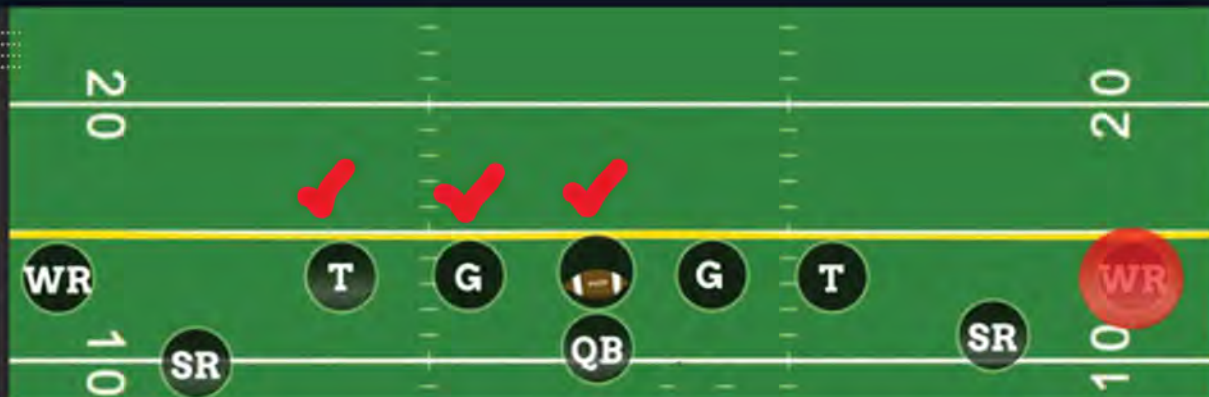
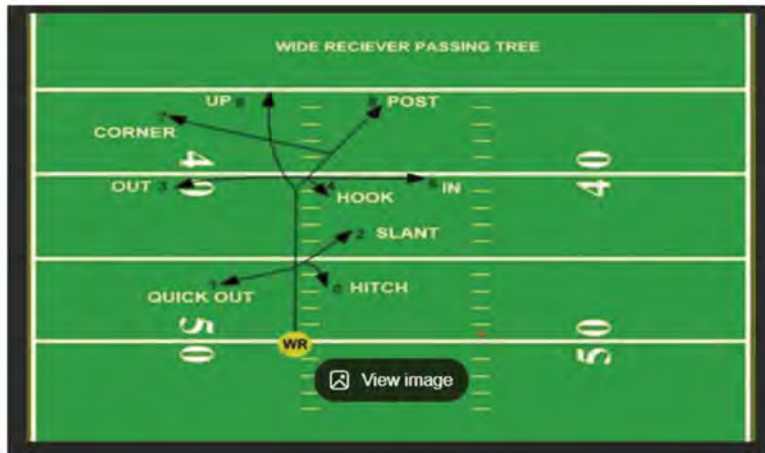
2 Ethics and Integrity

- Any position is about your character
- What are your values that you hold in high regard!
- Who is the most ethical person that you know?



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 Movement

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.
- Rebounds per game: Average of 13.1 rebounds.
- Assists per game: Average of 5.0 assists.
- Defensive Player of the Year awards: 2 wins.
- NBA Championships: 5 titles.

#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

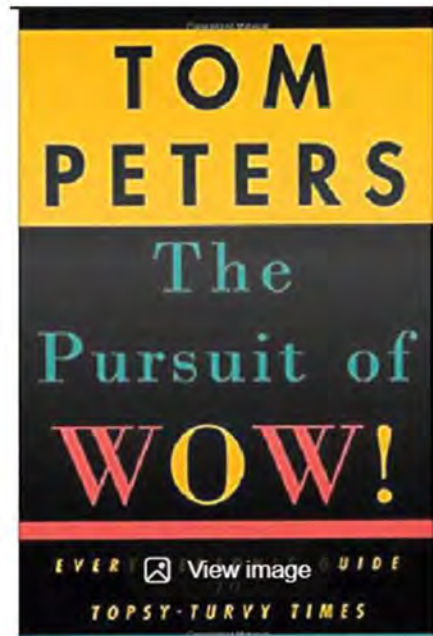
18 Connect to the Organization Goals

- 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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TIMELINE 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

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TIMELINE 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

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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?

3

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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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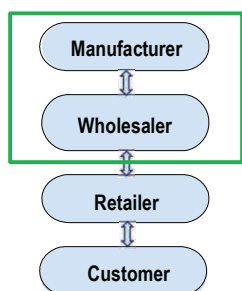
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Types of Anticompetitive Agreements

Vertical Agreements

Typically less suspect



Examples:

- Resale Price Maintenance
- Tying

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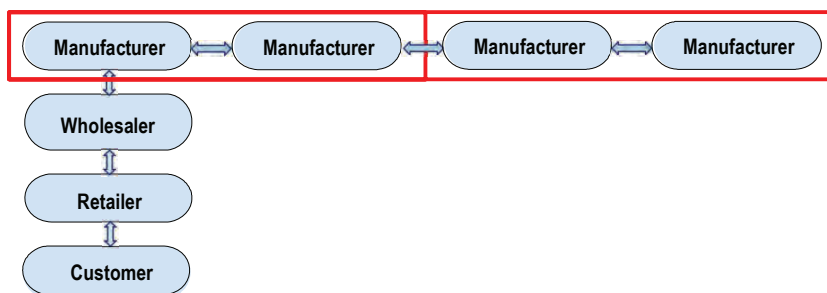
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Types of Anticompetitive Agreements

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

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Types of Anticompetitive Agreements



Agreements to allocate the market

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Types of Anticompetitive Agreements



Agreements to allocate the customer types

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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 refuse to deal

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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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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

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Bid Rigging Terminology

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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

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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 ↑

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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*

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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

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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

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Bid Rigging Terminology

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28



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- Incentives:

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- **Subcontracting:** rigging bids in exchange for lucrative or guaranteed subcontracts from the winning bid

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Bid Rigging Terminology

Bid Rotation:

Competing vendors may agree to "take turns" winning a job. This is similar to market allocation where competitors agree to what they think is their "fair share" of the industry.

This agreement guarantees that they will win the job without having to compete.

Vendor	Year 1	Year 2	Year 3
Anthony	\$90	\$85	\$90
Billy	\$85	\$90	\$95
Chris	\$95	\$95	\$85

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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



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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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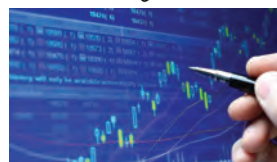
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01/20/05	2PM	1,600,000	00/19/2005	12156	03-57180-13	EPROD MATH PURPOSE CLASSROOM ADDITIONS	MARKHILL SMITH & COOPER	EL PASO TX	WB	X	X
07/22/05	2PM	5,000,000	07/22/05	12299	03-57180-14	EL PASO POLICE OFFICE RENOVATION	MARKHILL SMITH & COOPER	EL PASO TX	WB	X	X
03/24/05	2PM	2,000,000	03/24/05	12194	03-57180-15	JOHN DRUGAN RISE K. 8TH	TELEVISION	EL PASO TX	WB	X	X
05/26/05	3PM	10,000,000	05/26/05	12149	04-56583-31	FOYER AREA MESSIAH DEFENSE BUSTION FACILITY PHASE 557	CORPUS OF ENGINEERS	FORT BLISS TX	MS	X	X
09/06/05	2PM		09/23/2005	12227	05-634505-1	ANTHONY PUBLIC HEALTH OFFICE REMODEL	NM STATE PURCHASING	ANTHONY NM	MS	X	X
01/20/05	2PM	1,000,000	01/20/05	12147	03-57180-12	ANTHONY SD HIGH SCHOOL OFFICE	MARKHILL SMITH & COOPER	ANTHONY NM	MS	X	X
09/25/05	2PM	505,000	09/25/05	12175	05-63395-4	EL PASO POLICE DEPARTMENT CRIME LAB FACILITY	MUARES MORA	EL PASO TX	DS	X	X
09/25/05	3PM		09/25/05	12192	05-64735-03	METAL BATHROOM PARTITIONS	EPROD PLANNING & DESIGN	EL PASO TX	KS	X	X
16/20/05	2PM	3,000,000	02/28/2005	12174	02-61730-17	NORTHEAST REGIONAL PARK - PHASE 1	MARKHILL SMITH & COOPER	EL PASO TX	EM	X	X
16/20/05	2PM	330,000	02/28/2005	12293	03-52619-13	YULEITA & HENDERSON PUBLIC HEALTH CENTER (ALTERATIONS)	RON BROWN	EL PASO TX	DS	X	X
01/20/05	2PM	350,000	02/25/2005	12234	05-64007-12	HOMELESS NIGHT SHELTER	WRIGHT & DALBIN	EL PASO TX	MS	X	X
02/22/05	2PM	2,250,000	02/23/2005	12229	09-61816-13	DONNA AREA BRANCH EAST MESA CENTER CLASSROOM BLDG- PHASE 2	WILLIAMS DESIGN	LAS CRUCES NM	WB	X	X
02/22/05	3PM	14,000,000	02/25/2005	12168	03-92258-16	YULEITA SD MIDDLE SCHOOL GYM/CAFETERIA ADDITIONS	ARTISTENBACH/ARROW	EL PASO TX	WB	X	X
01/20/05	2PM	8,000,000	02/23/2005	12235	04-70095-00	YULEITA SD HIGH SCHOOLS ATHLETIC FIELD HOUSES	WRIGHT & DALBIN	EL PASO TX	WB	X	X
01/20/05	2PM	1,000,000	02/23/2005	12243	04-70095-01	YULEITA MIDDLE SCHOOL GYM	WRIGHT & DALBIN	EL PASO TX	WB	X	X
01/20/05	2PM	1,000,000	02/23/2005	12244	04-70095-02	YULEITA MIDDLE SCHOOL GYM	WRIGHT & DALBIN	EL PASO TX	WB	X	X
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3. Suspicious patterns



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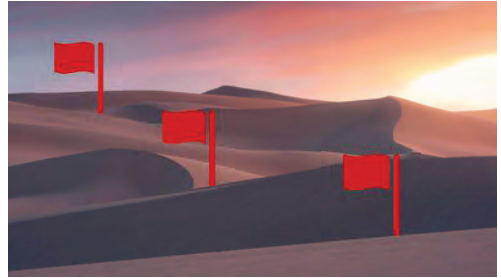


Red Flags Part 1: Conditions Favorable to Collusion



- 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.



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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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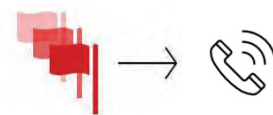
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Guarding Against Collusion

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.



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Guarding Against Collusion

What Can You Do About Collusion?

- Advertise in a variety of ways.
- Insist on compliance with procedures.
- Maintain and review procurement records.
- Don't disclose cost estimates before awarding a contract (unless required).
- Don't disclose the identity or bids of proposal holders or other bidders (unless required).

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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

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TIMELINE 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

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“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

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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.

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Where can they be obtained?

- Never start from “scratch”
- Vendors
- Peers
- Federal Agencies
- State Agencies
- Professional & Trade Associations

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Standards & Specifications

- Repetitive purchases
- Reduces variety of inventory
- Facilitates volume purchases

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Pre-bid conference

- Timing
- Conduct
- Addendum

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TIMELINE 2026

KEY TERMS CONDITIONS OF A CONTRACT HIDDEN PITFALLS IN VENDOR CONTRACTS



SPEAKER:

Miguel A. Saldana

HIDDEN PITFALLS IN VENDOR CONTRACTS

Presented by:
Miguel A. Saldaña
Attorney
Law Office of Miguel A. Saldaña

1

COVERING THE BASICS

WHAT MAKES A CONTRACT?

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



2

DOCUMENTING THE PARTIES' INTENT

☐ DOES THE CONTRACT HAVE ANY OF THESE ?

- ATTACHMENTS (INCLUDING ELECTRONIC)
- EXHIBITS
- ADDENDUMS
- WAIVERS
- LIMITATIONS
- DISCLAIMERS
- Check the Back of the Pages
- Check Links and Print
- Rogue Terms and Conditions
- “Incorporated by Reference”

3

DOCUMENTING THE PARTIES' INTENT

☐ SPECIFICATIONS (KIND OF GOODS/SERVICES)

☐ EXPECTATIONS (SERVICE)

☐ COMPLETION

☐ TERMINATION/DEFAULT

- CONVENIENCE
- NON-APPROPRIATION
- COOPERATION
- CURE PERIOD

4

GENERAL TERMS & CONDITIONS

- ❑ **THE GENERAL TERMS AND CONDITIONS GOVERN ANYWHERE FROM 50-80% OF HOW THE CONTRACT WILL BE CARRIED OUT**
 - THESE ARE OFTEN OVERLOOKED BECAUSE THEY DO NOT RELATE TO THE SPECIFICS OF THE CONTRACT
 - BUYERS TEND TO FOCUS ON THE SPECIFICS OF THE CONTRACT
 - QUANTITY OF GOODS/SERVICES
 - DESCRIPTION (MODEL AND/OR BRAND)
 - DATES OF DELIVERY
 - PRICE

5

GENERAL TERMS & CONDITIONS

- ❑ **THE GENERAL TERMS & CONDITIONS WILL GOVERN THE OVERALL RESPONSIBILITIES AND OBLIGATIONS OF THE PARTIES TO CARRY OUT THE INTENT OF CONTRACT**

6

THE HIDDEN GENERAL TERMS & CONDITIONS

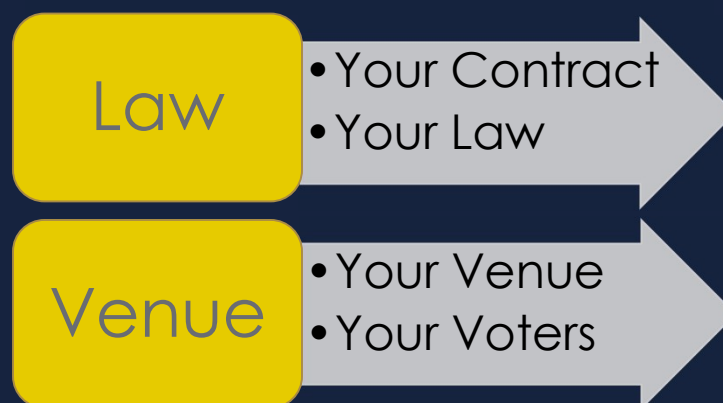
❑ MOST OF TODAY'S CONTRACTS ARE PROVIDED IN ELECTRONIC FORM

- DOES THE CONTRACT HAVE ANY LINKS?
 - "CLICK HERE TO VIEW GENERAL TERMS & CONDITIONS"
 - BY CLICKING YOU ARE OFTEN SENT TO THE VENDOR'S GENERAL WEBSITE WHERE YOU WILL OFTEN HAVE TO SEARCH FOR THE GENERAL TERMS & CONDITIONS
- DOES THE CONTRACT REFER YOU TO WEBSITE?
 - GO TO WWW.VENDOR.COM TO VIEW THE GENERAL TERMS & CONDITION
 - AGAIN, YOU WILL HAVE TO EXPLORE THE VENDOR'S WEBSITE FOR THE GENERAL TERMS & CONDITIONS
- DOES THE CONTRACT HAVE EXHIBITS?
 - SEE EXHIBIT 5 ATTACHED FOR GENERAL TERMS & CONDITIONS
 - THESE EXHIBITS ARE OFTEN IN SINGLE SPACED AND IN FINE PRINT
- DOES THE CONTRACT STATE "GENERAL TERMS & CONDITIONS INCORPORATED BY REFERENCE"
 - REFERENCE TO WHAT?
- INCORPORATING WEBSITES OR SEPARATE ELECTRONIC DOCUMENTS BECOMES A CHORE AND IS OFTEN OVERLOOKED

7

RISK ALLOCATION AND REMEDIES

❑ CHOICE OF LAW AND VENUE



8

RISK ALLOCATION AND REMEDIES

- ❑ DON'T ACCEPT GOODS WITHOUT INSPECTION AND SATISFACTION
- ❑ NO PRE-SIGNATURE ON CERTIFICATES OF ACCEPTANCE
- ❑ ACCEPTANCE ONLY BY SIGNATURE OF AUTHORIZED PERSON

9

RISK ALLOCATION AND REMEDIES

THIS MAN IS WHY YOU NEED TO ADDRESS INSURANCE COVERAGE!

- ❑ **REQUIRE ADEQUATE INSURANCE LIMITS/DEDUCTIBLES**
 - PRIMARY COVERAGE
 - GOV'T ENTITY AS ADDITIONAL INSURED (GL & AUTO)
- ❑ **REQUIRE ADEQUATE PROOF OF INSURANCE**
 - POLICIES VS. CERTIFICATES OF INSURANCE
- ❑ **MANDATE QUALITY OF INSURER**
 - TEXAS LICENSED COMPANY
- ❑ **REQUIRE NOTICE OF CHANGE OR CANCELLATION**
- ❑ **INCLUDE WAIVER OF SUBROGATION**



10

RISK ALLOCATION AND REMEDIES

❑ PUBLIC ENTITIES MAY NOT INDEMNIFY

- GIFT OF PUBLIC FUNDS
- UNLIQUIDATED DEBT

❑ CONDITION OR STRIKE INDEMNITY PROVISIONS

❑ INDEMNITY

- WHAT IS IT?
- WHO PROVIDES IT?
- WHY IS IT IMPORTANT?



11

RISK ALLOCATION AND REMEDIES

❑ ADDRESS GOVERNMENTAL IMMUNITY

- LOCAL GOVERNMENT CODE CHAPTER 271, WAIVES SOVEREIGN IMMUNITY TO SUIT FOR BREACH OF CONTRACT.
- INCLUDE A PROVISION CONFIRMING DISTRICT'S NON-WAIVER OF OTHER IMMUNITIES (NOT ASSOCIATED WITH BREACH OF THE CONTRACT).

❑ LEGAL FEES PROVISIONS

- LOCAL GOV'T CODE ALLOWS AN AWARD OF "REASONABLE AND NECESSARY ATTORNEY'S FEES THAT ARE EQUITABLE AND JUST" .

12

PROTECTION THROUGH PROVISIONS

☐ **DISPUTE RESOLUTION**

- AVOID BINDING ARBITRATION
- AVOID WAIVING RIGHT TO JURY TRIAL
- ENCOURAGE MEDIATION

☐ **DAMAGES**

- BE AWARE OF LIABILITY LIMITATION AND CAPS
- LIMIT THE CONTRACTOR CONSEQUENTIAL DAMAGES
- AVOID WAIVERS OF CONSEQUENTIAL DAMAGES BY DISTRICT
- LIQUIDATED DAMAGES IMPORTANT WITH CRITICAL DEADLINES

13

PROTECTION THROUGH PROVISIONS

- ☐ **REMOVE PROVISIONS ALTERING THE STATUTE OF LIMITATIONS**
- ☐ **AVOID DISCLAIMERS OF WARRANTY**
- ☐ **INCLUDE CLEAR LANGUAGE DEFINING THE RELATIONSHIP**
- ☐ **CONSIDER A NON-ASSIGNMENT/NON-DELEGATION CLAUSE**

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PROTECTION THROUGH PROVISIONS

❑ PUBLIC ENTITIES CANNOT GUARANTEE CONFIDENTIALITY

- ALL AGREEMENTS ARE PUBLIC INFORMATION SUBJECT TO THE TEXAS PUBLIC INFORMATION ACT UNLESS A SPECIFIC EXCEPTION APPLIES

❑ INCLUDE DISCLOSURE AND NOTICE OF THE PUBLIC INFORMATION ACT IN PROCUREMENT DOCUMENTS



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SOLUTION TO VENDOR'S GENERAL TERMS & CONDITIONS

HAVE YOUR OWN GENERAL TERMS & CONDITIONS

16

INCORPORATE INTO YOUR SPECIFICATIONS

INCLUDE IN YOUR PROCUREMENT LANGUAGE THAT THE VENDOR, BY SUBMITTING A BID, PROPOSAL, SEALED PROPOSAL OR LIST OF QUALIFICATIONS AGREES, UPFRONT, TO THE GOVERNMENTAL ENTITY'S GENERAL TERMS & CONDITIONS

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KEY ELEMENTS OF ENTITY'S GENERAL TERMS & CONDITIONS

YOUR GENERAL TERMS & CONDITIONS SHOULD AT LEAST INCLUDE:

- Texas law shall apply
- Venue shall be in the entity's county
- The entity, under no circumstance, agrees to indemnify the vendor
- Mediation shall be encouraged; however, binding arbitration shall not apply
- Renewal of contracts is subject to good faith effort to budget funds but otherwise, automatic renewals are prohibited.
- Require that the vendor submit a contract for your review or review by legal

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NEGOTIATING LEVERAGE

GOVERNMENTAL ENTITY'S GENERAL TERMS & CONDITIONS, AS PART OF THE PROCUREMENT SPECIFICATIONS, GIVE YOU THE MOST LEVERAGE TO NEGOTIATE WITH VENDORS. AFTER A CONTRACT HAS BEEN AWARDED THE LEVERAGE SWITCHES TO THE VENDOR AND TO THE FACT THAT THE BOARD OR COMMISSION HAS ALREADY APPROVED THE VENDOR.

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BASIC CONTRACTS CHECKLIST

Purchasing Procedures Followed?

- ☐ Have the applicable procurement laws, as well as district Regulations policies and procedures been followed?
- ☐ Was a form of Agreement or contract terms and conditions included in the procurement documents? If so, does the proposed Agreement conform to the procurement requirements?

Do I Have The Entire Agreement?

- ☐ Is the Agreement complete (i.e., are all pages accounted for and have all exhibits and attachments been provided)?

Parties.

- ☐ Are all references to the parties, including references in (1) the first paragraph of the Agreement, (2) the abbreviations or defined terms referring to the parties, and (3) the signature blocks, accurate, complete and consistent?

Effective Date, Term and Termination.

- ☐ Does the Agreement clearly state (1) the beginning or effective date, and (2) the ending or expiration date?
- ☐ Is there a Certificate of Acceptance or commercial term?
- ☐ Does the agreement create financial obligations for the district outside of the current budget year?
- ☐ If so, is there a multi-year source of funding such as a general revenue bond to fund the obligation or is a non-appropriation clause or a provision providing the district a right to terminate the contract for any reason or no reason?
- ☐ Does the contract clearly set out the "events of default" and time periods allowed for cure?

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- ☐ Does the contract allow the district sufficient time to cure a default, taking into consideration how often the Board meets?

Consideration/Payment Terms.

- ☐ Does the Agreement clearly and accurately state the maximum amount that the district will be obligated to pay under the Agreement?
- ☐ Does the Agreement clearly establish place, time and method of payment?
- ☐ Does any benefit flow to any entity or individual other than the district?
- ☐ If so, is the predominant purpose to benefit the school district as a whole? Is the expenditure appropriate or conducive to conduct of a public school? Are there controls in place to insure that the benefit to the district is accomplished? Will the district receive a return benefit?
- ☐ If so, has the Board of Trustees adopted a written resolution making these findings and setting out facts that establish them?

Goods and Services, Duties and Obligations.

- ☐ Is a detailed Scope of Work included, which defines what is to be done, the completion date and what constitutes an acceptable result?
- ☐ If for a product or non-professional service is there a detailed list of specifications included, providing the criteria for performance design or both, or in the case of goods, quality, quantity and any other details?
- ☐ Are all duties and obligations of the district and the other party to the Agreement clearly stated so that all parties know: (1) what the duties and obligation of each party are, (2) how those duties and obligations will be performed, and (3) when those duties and obligations will be performed?

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Representations, Warranties, Duties and Obligations.

- ☐ Has the other party asked the district to represent or warrant anything other than (1) the district's authority to sign the Agreement, or (2) clearly supported and accurate factual information?
- ☐ Has another party asked the district to keep information confidential?
- ☐ If so, is information that party considers confidential adequately identified?
- ☐ Does the contract contain a provision stating that the information may be subject to release under the Texas Public Information Act?

Insurance and Indemnity.

- ☐ Has the other party asked the district to carry any kind or amount of insurance? If so, verify that the district can provide the coverage and, if not, delete or modify the requirement.
- ☐ Has the other party agreed to provide adequate insurance to the district based upon an evaluation of the risks associated with this contract?
- ☐ Does the Workers' Compensation Insurance require a waiver of subrogation?
- ☐ Are there requirements in the contract for the district to be named as an additional insured?
- ☐ Is there a requirement for notification in the event of change or cancellation?
- ☐ Is the insurance provider required to be licensed in Texas?
- ☐ Is the insurance company reputable? A- or better?
- ☐ Does the Agreement require the district to indemnify other parties to the Agreement from claims or liability or hold other parties to the Agreement harmless from claims or liability? If so, it should be deleted or conditioned "as permitted by Texas law..."
- ☐ Does the Agreement require other parties to the Agreement to indemnify the district from claims or liability or hold the district harmless from claims or liability?

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Remedies and Damages.

- ☐ Does the Agreement contain a limitation on or waiver of another party's liability?
- ☐ Does the Agreement contain the dispute resolution (arbitration or mediation) provision?
- ☐ Does the Agreement contain a provision that attempts to change or limit the time period during which the district may file a cause of action or lawsuit against the other party based on a breach of the Agreement?
- ☐ Does the Agreement contain a provision for Liquidated Damages? If so, does the per day amount roughly approximate the damages likely to fall upon the district in the event of delay in completion?
- ☐ Does the Agreement contain a provision waiving Consequential Damages? If so, is the waiver mutual?

Miscellaneous.

- ☐ Does the Agreement contain a provision selecting Texas law and local venue?
- ☐ Does the Agreement contain a provision confirming that the district does not waive its governmental immunity?

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

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

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Law Office of
MIGUEL A. SALDAÑA
Mike.saldana1444@gmail.com

THANK YOU

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Brownsville, Texas 78520
Office: 956.455.3103

TIMELINE 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

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3

Ethics

- Restocking charges
 - High tech market changes daily
- Vendor is specialist
 - Buyer is generalist
- Maintain “arms length” relationship
 - Vendor partnerships
 - Adopt a school

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Ethics

- Vendor support for professional development activities
- Encourage communications early
- Specifications development

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Ethics

- Emphasize importance of surfacing spec problems early
- “Or equal” disclaimer
- Inform vendor of quality, timely expectations

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Ethics

- Make certain vendor is aware of all requirements
 - Training
 - Delivery, lack of elevator, multiple locations, as needed shipments etc.
 - Installation

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Ethics

- Work with vendor on payment problems
- Don't handhold
- Buying used equipment
- Develop "doing business with" website or brochure

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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

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9

Ethics

- Vendor references—get them and check them—document results
- Product endorsements vs product references
- Services are often prototypes
- Cooperative purchases

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Ethics

- All or none bids
- Industry standard delivery
- Alternate bids

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Ethics

- M/WBE
- Enforcement
 - Warranty
 - Price escalation

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Ethics

- Change order “tail and dog”
- Negotiations
- Share user surveys with vendors
- Fax or e-mail quote instead of phone

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13

Ethics

- Gifts, entertainment, etc.
- Public information
- RFP cautions

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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.

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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.

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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.

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17

Code of Ethics

7. Know and obey the letter and spirit of laws governing the purchasing function and remain alert to the legal ramifications of purchasing decisions.
8. Ensure that all segments of society have the opportunity to participate in government contracts.

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Code of Ethics

9. Discourage purchasing office involvement in employers sponsored programs of personal purchases which are not business related.
10. Enhance the stature of the purchasing profession by improving your technical knowledge and adhering to the highest ethical standards.

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

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Ethics Questionnaire

3. Is it proper for a buyer to take advantage of an offer from a supplier giving special price discounts for personal purchases of items?
- a) yes b) no

If the offer were made to all employees of the institution would it be proper to accept?

- a) yes b) no

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22

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

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Ethics Questionnaire

11. Your invitation to bid specified that a sample must accompany the bid in order for it to be considered. The low bidder offered an item meeting specifications, but did not submit a sample. Would you consider the low bid?
- a) yes
 - b) no

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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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TIMELINE 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



TML
TEXAS MUNICIPAL LEAGUE



United States
Federal Agencies



Texas
Legislature Online



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.

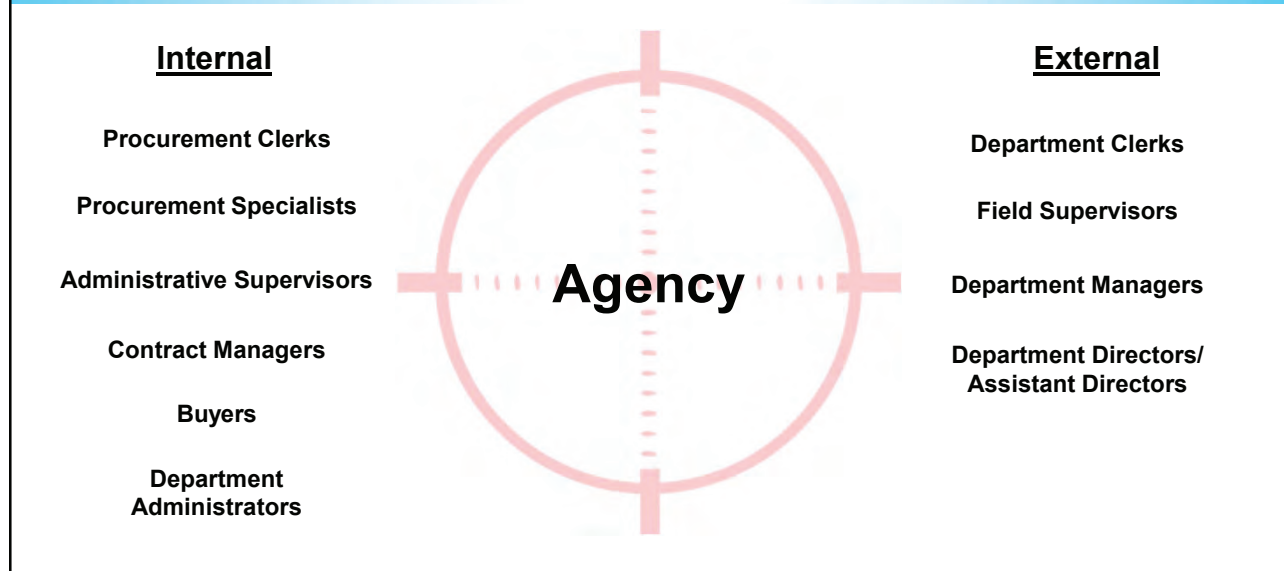
For conferences and webinars, the description must include a title(s) or specific sessions substantiating that training was procurement related.

TIP: ["Accessing Model Submittals"](#)

4

Develop A Comprehensive Training Program

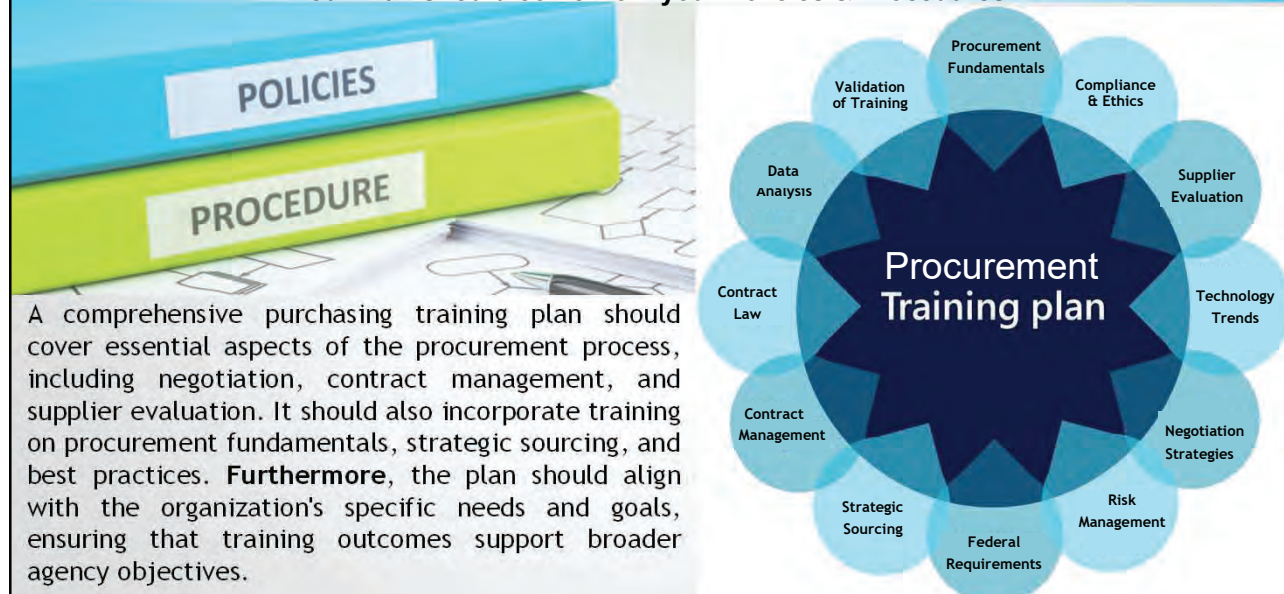
One Agency - Two Training Targets



5

A Comprehensive Training Plan

Your Plan should come from your Policies & Procedures



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.



8

Procurement Sourcing Software







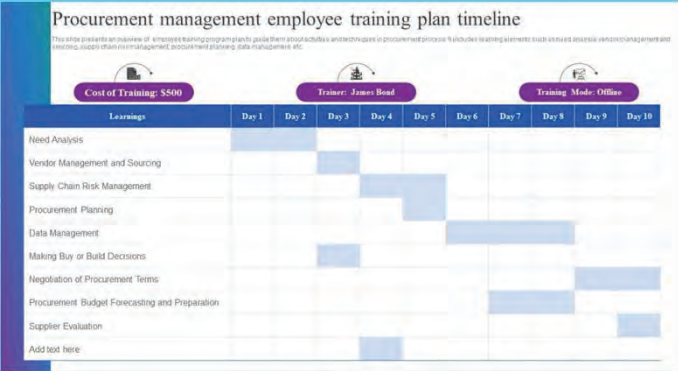
9

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.





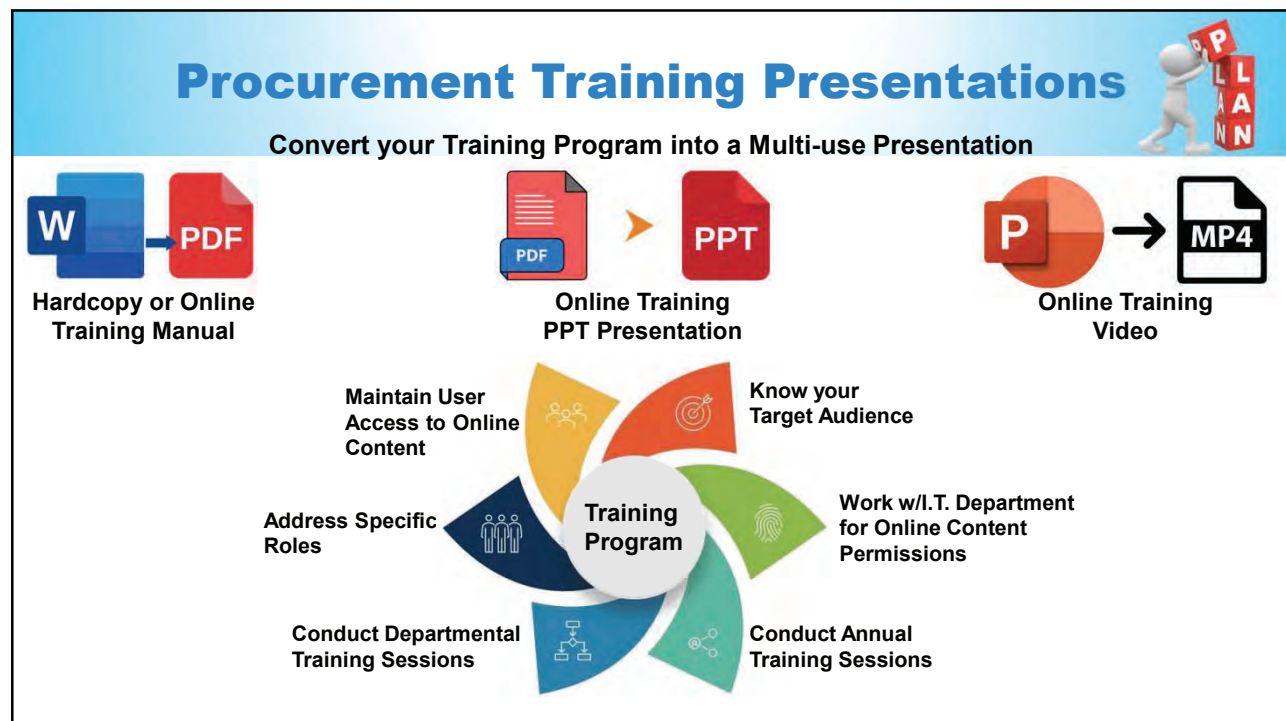
10

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



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

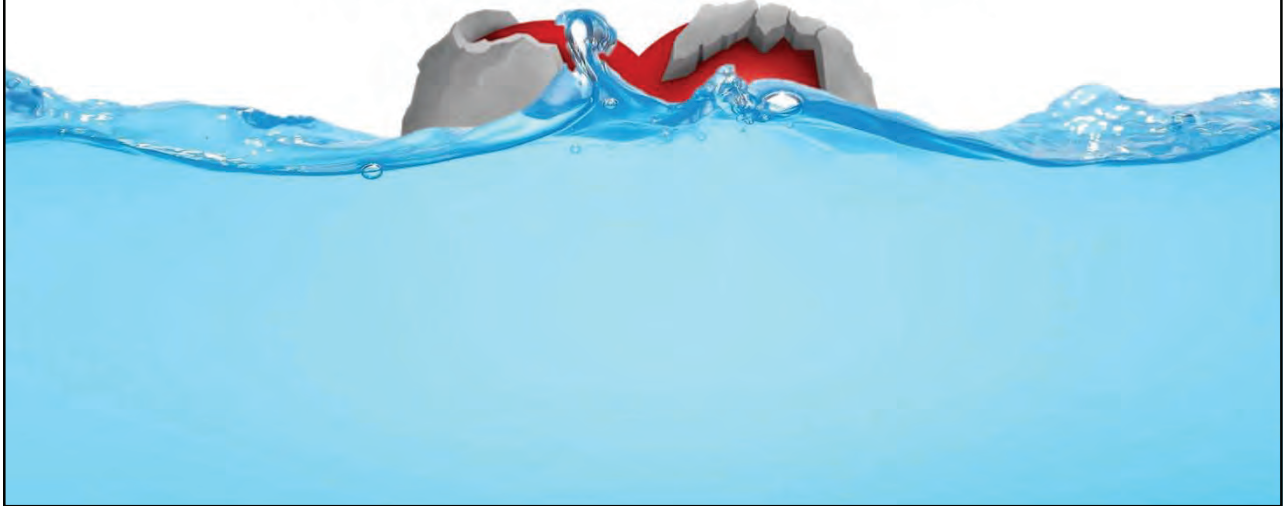
Our personality is like the tip of an iceberg....its what people see first, but...



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

TIMELINE 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
Timeline 2026
Thursday, September 24, 2026
By Melitón Moya, Ph.D.

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 unto 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



“Americans weren’t just constantly pursuing happiness — they were never satisfied.” Alexis de Tocqueville
He traveled widely in the United States for nine months in 1931.

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

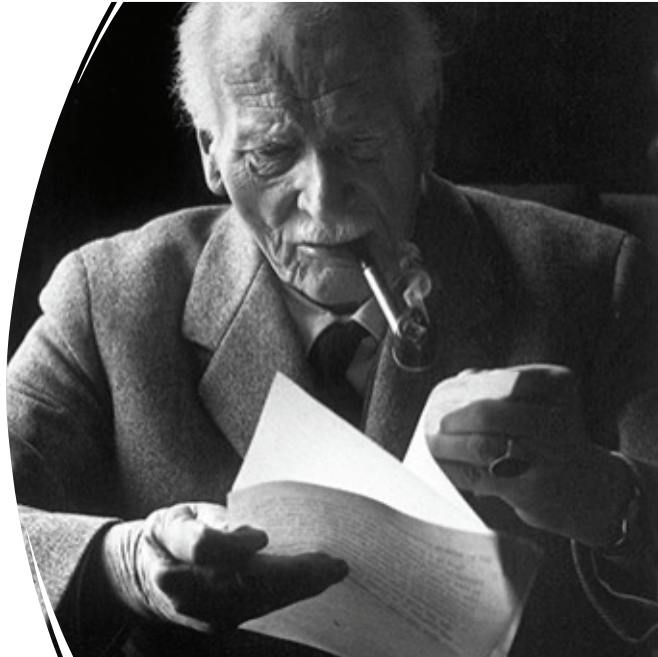
"When something is festering in your memory or your imagination, laws of silence don't work, it's just like shutting a door and locking it on a house on fire in hope of forgetting that the house is burning."

- Tennessee Williams from "Cat on a Hot Tin Roof"

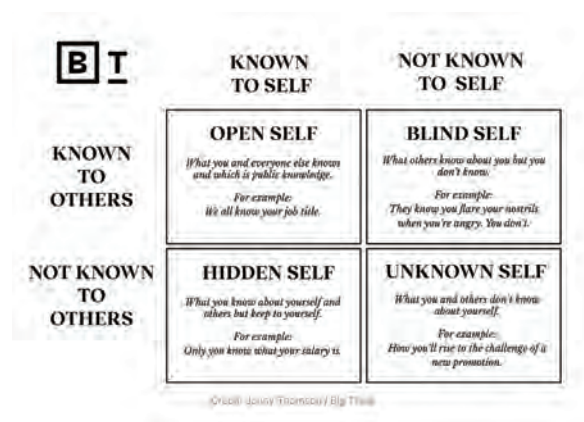
Carl Gustav Jung
Born: July 26, 1875
Died: June 6, 1961

**“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



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:

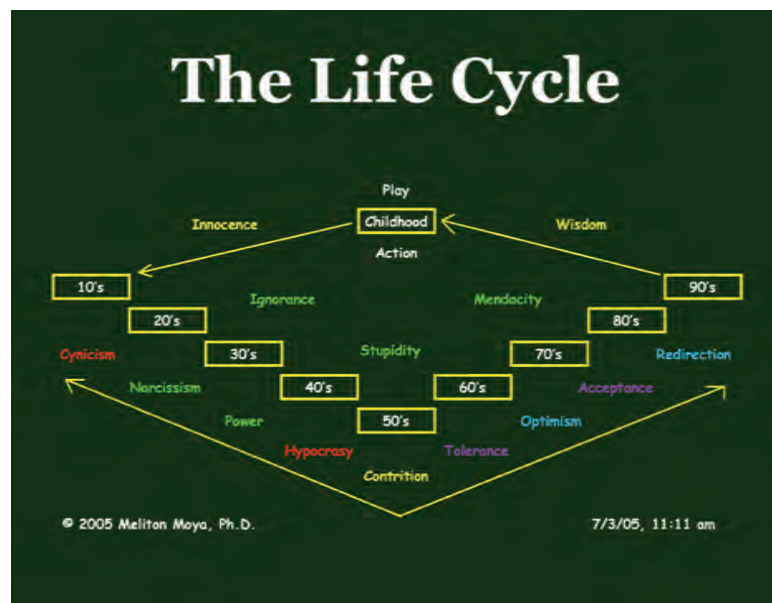
- Transpersonal – gender, race/ethnicity, profession, etc.
- Interpersonal – you and the ones you esteem or don't
- Personal – the you that only you knows

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.

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)

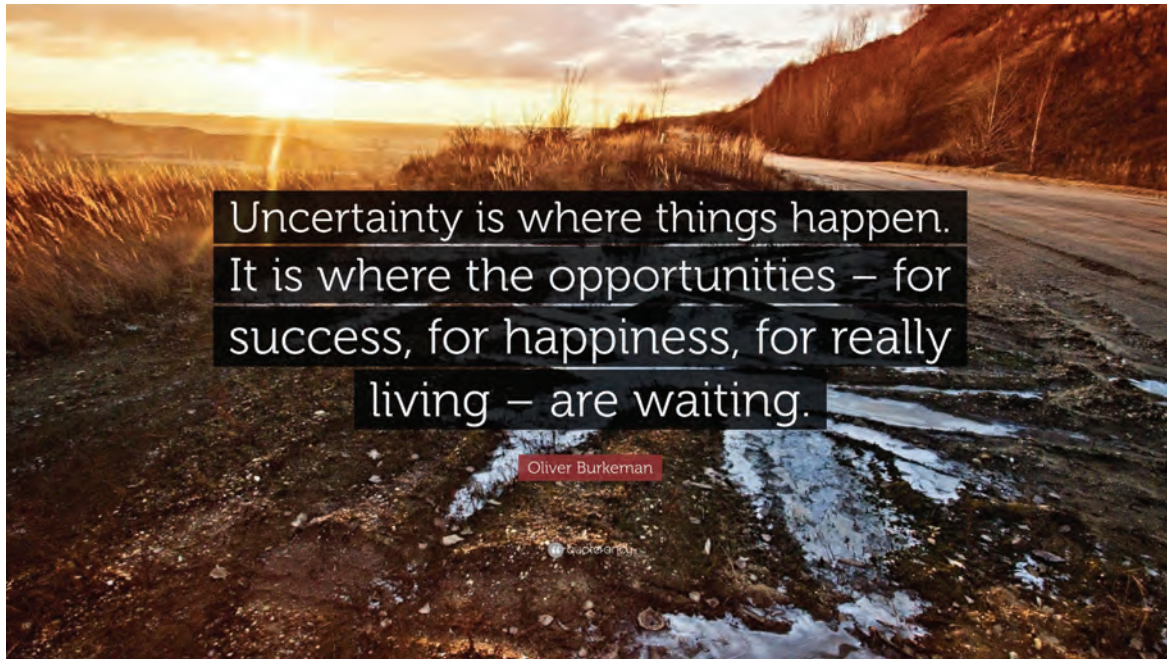




Developing Independence

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



TIMELINE 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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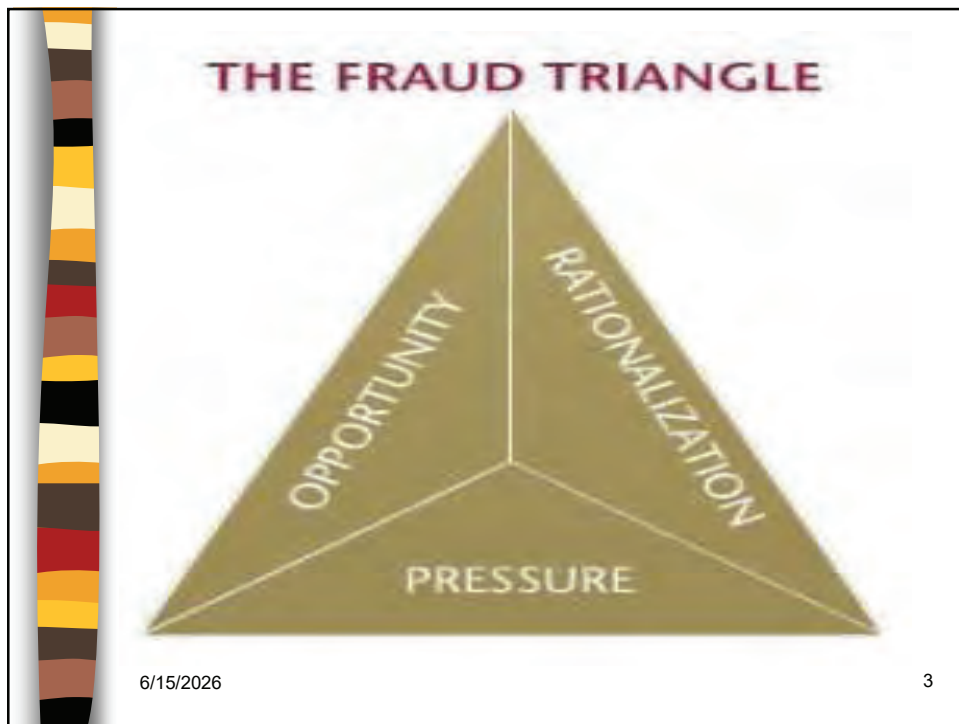
Definition of Fraud

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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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

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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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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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Fraud Diamond Theory



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Why Fraud Occurs

Capability

- Position/function
- Brains
- Confidence/ego
- Coercion skills
- Effective lying
- Immunity to stress

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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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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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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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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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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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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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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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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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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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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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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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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

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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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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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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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Red Flags that an Individual May Commit Fraud

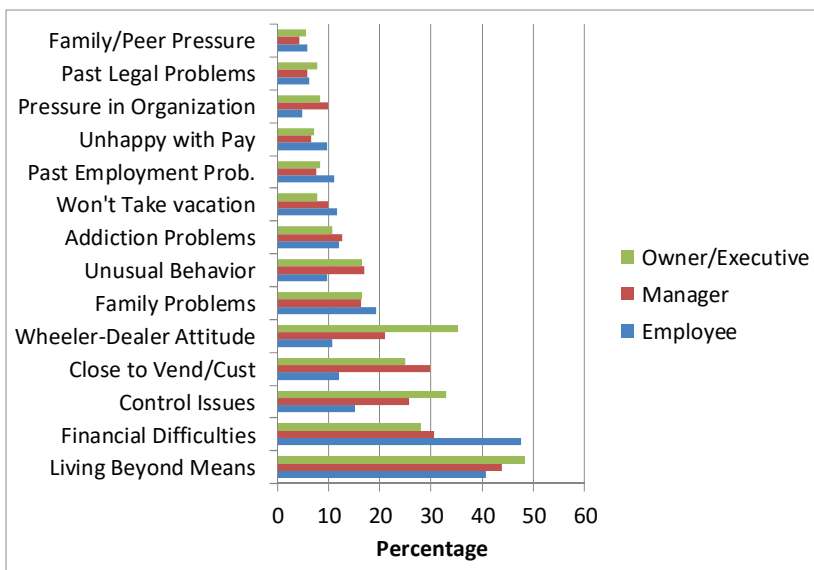
- Intimidating personality
- Regularly takes shortcuts in established procedures
- Hangs around in order to be the last one to leave work
- Close friendship with a large vendor

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Behavioral Red Flags of Perpetrators Based on Position



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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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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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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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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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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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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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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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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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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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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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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

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THANK YOU

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Government Procurement & Compliance

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TIMELINE 2026

**KEY FACTS OF A BI PAY NT BON
P RFOR ANC BON**



SPEAKERS:

a d P Han n

TIMELINE 2026

PAN AMERICAN REGIONAL IMPACT SUSTAINABLE SOURCING FOR FOOD NUTRITIONAL PROGRAMS



SPEAKERS:

K na Ca a a
K K

TIMELINE 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.

READ NEXT >

Airbnb host reports party, 7 minors cited for underage

READ NEXT >

Next story in 5

Cancel

...en the mayor and the city
...down to this. But is everything

1/2

fraud

Ad : (0:22)



| 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.



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.

NEWS

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ENTERTAINMENT

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

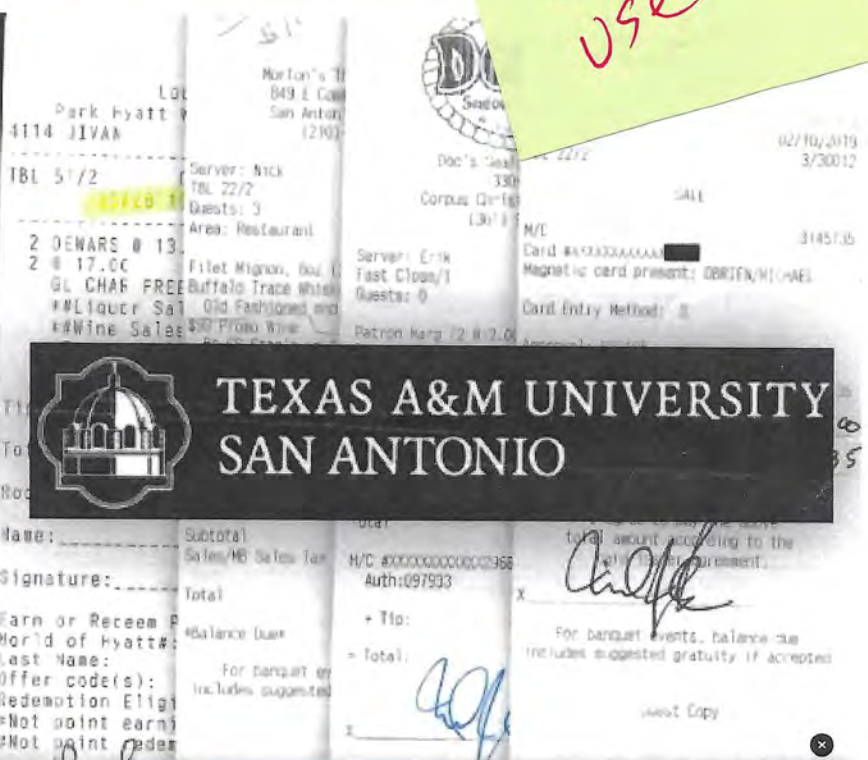
Dillon Collier, Investigative Reporter

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**

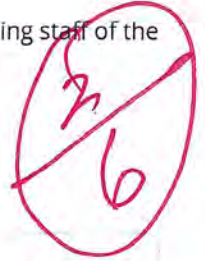


SAN ANTONIO – The former director of purchasing at Texas A&M University-San Antonio said he repeatedly warned superiors that employees were improperly using school credit cards.

"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.

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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)

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.

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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.

4/6

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.

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"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.

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April expense report key 809607. I do not see an IT approval for the phone. **Did you get IT approval before purchasing?**

CD, CTCM
Coordinator
City – San Antonio

6/6

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.



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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 the National Basketball Association.

Not to bid

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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.

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"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.



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
roker Associate
5-245-4184

Velma DeLos Santos
Owner/Broker,
GRI, CRS, CREP
(956) 399-7777
800 E. Stenger
San Benito, TX 78586

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ent School District

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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

nt ON OR BEFORE

time.

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:

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 P.M 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 ?



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The Harlingen Consolidated Independent School District Request for Proposals

BID NAME & NUMBER**DUE DATE & TIME**

Athletic Baseball, Softball and Physical Education Supplies & Equipment #ABSS0526	May 4, 2026, 2:00 PM
Athletic Cross Country, Soccer, Track and Physical Education Supplies & Equipment #ACST0526	May 4, 2026, 2:00 PM
Athletic Strength & Conditioning, Powerlifting and Physical Education Supplies & Equipment #ASCP0526	May 4, 2026, 2:00 PM
Maintenance Canopy Installation and Repair Services #MCIR0526	May 4, 2026, 2:00 PM
Maintenance Concrete Services #MCON0526	May 4, 2026, 2:00 PM
Maintenance Electrical Services #MECS0526	May 4, 2026, 2:00 PM
Maintenance Fire Extinguisher Supplies, Services and Inspections #MFES0526	May 4, 2026, 2:00 PM
Maintenance Pressure Washing & Soft Washing Services #MPSW0526	May 4, 2026, 2:00 PM

Proposal Specifications are available at: <https://hcsidbid.ionwave.net/Login.aspx>

Proposals are to reach the Purchasing Department ON OR BEFORE the above-mentioned due date & time.

Harlingen Consolidated Independent School District
Purchasing Department
407 N 77 Sunshine Strip, Harlingen, Texas 78550

REQUEST FOR

The Santa Maria Independent School District is requesting sealed proposals from Reputable Vendors for the following:

DESCRIPTION: RFQ # 2026-004

DATE: The deadline to submit sealed proposals is 2:00 p.m. on Monday, May 4, 2026, at the Santa Maria ISD Administration Building located at 11119 Military Rd., Santa Maria, TX 78592; Santa Maria ISD Administration Bldg. P.O. Box 448, Santa Maria, Texas 78592. The District is not responsible for misdirected mail.

SPECIFICATIONS: Complete set of specifications will be available by visiting our website at www.smid.net beginning Monday, April 20, 2026 thru Monday, May 4, 2026. (Menu > Departments > Business & Finance > Purchasing > RFQ # 2026-003 Consulting Services-Child Nutrition)

CRITERIA: The criteria for selection and evaluation of sealed proposals will be included with the specifications. The Board of Trustees reserves the right to reject any or all proposals when it appears to be in the best interest of the District

REQUEST FOR QUALIFICATIONS

The Santa Maria Independent School District is requesting sealed proposals from Reputable Vendors for the following:

DESCRIPTION: Independent Auditor Services (RFQ 2026-004)

DATE: The deadline to submit sealed proposals is 2:00 p.m. on Monday, May 4, 2026, at the Santa Maria ISD Administration Building located at 11119 Military Rd., Santa Maria, TX 78592; Santa Maria ISD Administration Bldg. P.O. Box 448, Santa Maria, Texas 78592. The District is not responsible for misdirected mail.

SPECIFICATIONS: Complete set of specifications will be available by visiting our website at www.smid.net beginning Monday, April 20, 2026 thru Monday, May 4, 2026. (Menu > Departments > Business & Finance > Purchasing > RFQ # 2026-003 Consulting Services-Child Nutrition)

CRITERIA: The criteria for selection and evaluation of sealed proposals will be included with the specifications.

The Board of Trustees reserves the right to reject any or all proposals when it appears to be in the best interest of the District

NOTICE OF PUBLIC MEETING

The Harlingen Planning and Zoning Commission is holding a public hearing on the following items in a public hearing at 5:30 p.m. at the City Hall Town Hall, 118 E. Tyler Avenue, Harlingen, Texas 78550.

1. Request to amend the City of Harlingen Ordinance No. 1000 (M-2) District, located at the intersection of Highway 177 and Highway 177, a legal description of approximately 1.00 acres and 0.62 acres, located in the South 5 acres, located in the City of Harlingen, Texas, owned by the Water Company of Harlingen, Texas (Commander), c/o
2. Request for a Special Use Permit for a Light Industrial Use, located on Commerce Street, Lot 3, Re-Plat of Lot 3, located in the City of Harlingen, Texas, Applicant: Tomas

If approved by the P&Z Commission, the Commission will consider the following item on Monday, May 20, 2026, at 5:30 p.m. at the City Hall Town Hall, located at 118 E. Tyler Avenue, Harlingen, Texas 78550.



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 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 Solutions, is conducting a public auction to satisfy Extra Space Storage's personal property described below. Individuals listed below at the auction. All spaces contain household items, unless otherwise noted. Clean up debris by May 15, 2026.

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 auction 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 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 enforce the property containing the property. The City of Primera, Texas, is assessing civil penalties for the property.

CITATION BY PUBLIC NOTICE THE STATE OF TEXAS 2025-1

U.S. Bank National Association, Not a Trust, Individual Capacity but Solely as Trustee of the NRZ Pass-Through Trust XII
vs
Alejandro N. Mata

TO: The Unknown Heirs-at
No Known Address

NOTICE TO DEFENDANT: You are hereby notified that you are required to employ an attorney. If you do not employ an attorney, you will be deemed to have waived your right to be heard. Your written answer with the case number must be filed with the court by 10:00 am on the Monday following the date of this notice.



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101 Legal Notices

HEARINGS

s by the Zoning Board
be held at 5:30 p.m. on
own Hall, 118 East Tyler

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826 North Mockingbird
Lot 20, Cardinal Terrace
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Park Meadows, Section II
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n or by attorney to submit
n and variance requests.

o Muñoz, Chairperson
oard of Adjustment

101 Legal Notices

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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

✓
Good
AC

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)

a improvements along IIS-281/

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"

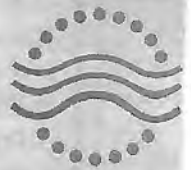
HACB is seeking to engage qualified firms to perform NSPIRE (National Standards for the Physical Inspection of Real Estate) Inspection Services. All applicants must comply with the RFP requirements and must address all items.

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 CALL
P 041-26	N/A

*B/P/Q (BID/PROPOSAL)

Sealed bids/proposals/Utilities Board, at the City of Brownsville, OLMITO, TEXAS 78571 received until the date: **OBTAIN SPECIFIC INFORMATION** DEPARTMENT. Bidders opening at the Office of the bid opening is not in brownsville-pub.com/rfp. <https://www.bidnetdirect.com>



5/9 shall

do not use "may" - but use "shall"

VISIT OUR WEBSITE

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
 Texas Developer
 of the Texas Local
 Community Improvement
 development corporation
 days from the date of
 to provide financial
 Hunter Park improvement
 basketball Court, and
 American City \$750,000

The Harlingen Corporation
 consider undertaking
 the 60th day after the
 body of the City of
 more than 10 per cent
 municipality requires
 these projects are
 Corporation Act, § 21.01

It is requested that you
 in person or by mail
 Improvement Board
 78550.

Executed this 23rd day of May, 2026.

Over 100
now available

SUBSCRIBE

**INARY DECISION
WASTEWATER**

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y Highway Water Supply
operates Joines Road Water
ant, has applied to the Texas
of Texas Pollutant Discharge
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facility's general location is
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Drainage District No. 3 Main
01 of the Nueces-Rio Grande
aquatic life use for San Benito
; for Segment No. 2201 are

view of the application and
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made a preliminary decision
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drain permit are available for
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available electronically at the

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mits/tpdes-applications.

mits/tpdes-applications.

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After the deadline for public
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**INCLUDE THE FOLLOWING
number; applicant's name
of your property/activities
ow you would be adversely
public; a list of all disputed**



**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

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.

TIMELINE 2026

QUESTION ANSWERS SESSION



SPEAKERS:

**Jesus Amezcua
Narita Holmes
Mark Rogers
Phillip Vasquez
Ca C**

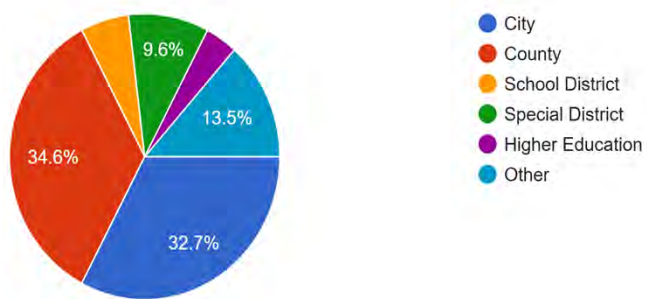
RESULTS OF AI SURVEY JUNE 2026

PROVIDED TO KEEP YOU UP TO DATE ON USES BY YOUR PEERS

1

Your Type of Government Entity

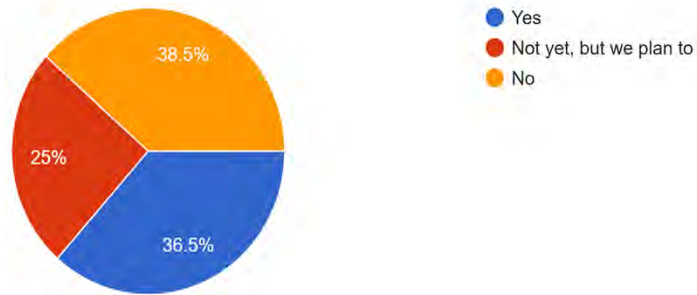
52 responses



2

Is your Procurement staff currently using AI in your daily operations?

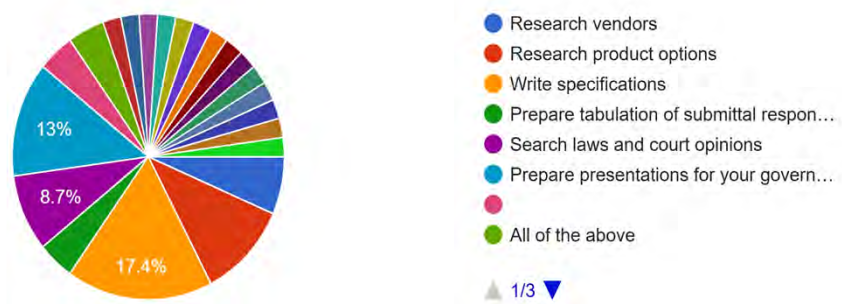
52 responses



3

How are you currently using AI in your office?

46 responses



4

ADDITIONAL USES OF AI IN PROCUREMENT OFFICES

- Everyday communication with end users
- search laws and statutes, prepare presentations and tweak correspondence
- We use it for multiple options from the above, other than tabulation of submitted responses
- Write Proposals, Research Procurement Information, Create Forms
- We also use for drafting emails
- Integrated search with AI in our upcoming ERP system; and integrated AI chat bot on the City's website.
- compare specs with current bidding laws

5

ADDITIONAL USES OF AI IN PROCUREMENT OFFICES

- In addition to the uses identified above, AI is utilized to assist with drafting and editing correspondence, memoranda, reports, agenda items, resolutions, ordinances, policies, and grant-related documents. AI is also used to summarize lengthy documents, identify key issues and action items, analyze budget and financial information, develop project plans and timelines, create meeting summaries, generate public communication materials, and support research on municipal best practices. Additionally, AI is used as a productivity tool to assist with workflow organization, strategic planning, professional development, and the development of reporting dashboards and management systems.
- research vendors, write specifications, search laws, prepare presentations among others
- crafting email responses based on an entire email string and summarizing emails

6

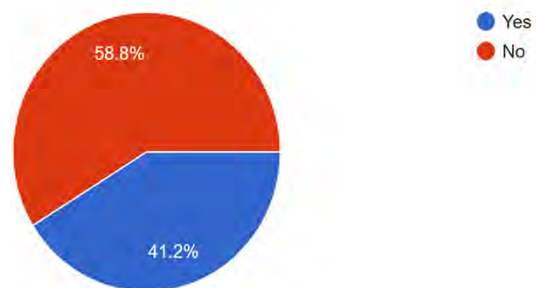
ADDITIONAL USES OF AI IN PROCUREMENT OFFICES

- general research
- formulas for excel
- Accounting software, chat bot in customer service
- Prepare preliminary tabulation of submittal responses and search laws and court opinions. I have also used it to analyze spend data, specifically p-card spend.
- Copilot
- Writing specifications, doing flyers, advertisements, and research in grants and formulating statements of qualifications, and product descriptions for purchasing.

7

Are there uses of AI that you plan to try in your office, but haven't had time to try yet?

51 responses



8

PLANNED USES, BUT HAVEN'T TRIED YET

- formatting usage
- Budgeting and Forecasting
- We wanted to review our policy and procedures and have AI recommend improvements that would be then be fact-checked and evaluated for use in the County work environment.
- write specifications, submittal responses
- There is a company called CaseBase that we are vetting
- Chat Bot for our agency intranet page
- Cohesiveness within departments
- We would like to use AI to assist in writing specifications.

9

PLANNED USES, BUT HAVEN'T TRIED YET

- We plan to explore additional AI applications to improve operational efficiency, reporting, and knowledge management. Potential uses include automated review and categorization of email communications to generate weekly management reports, AI-assisted project tracking and status reporting, development of internal knowledge bases for policies and procedures, automated meeting summaries and action item tracking, grant research and monitoring, predictive analysis of budget and operational trends, and AI-powered citizen service tools to improve access to information. We are also interested in exploring secure AI solutions that can assist with document management, workflow automation, and organizational performance measurement while maintaining appropriate data privacy and security controls.
- We will try anything that makes our jobs easier, more efficient, and more accurate. With more work coming in everyday and often more pressure to have it done quicker, we have to look at every tool at our disposal to get everything done. AI has allowed our office that has always been short staffed to handle more work than ever.

10

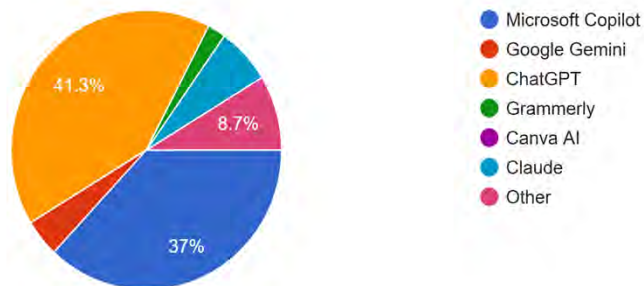
PLANNED USES, BUT HAVEN'T TRIED YET

- Looking forward to figuring out a way to have it perform some of the remedial tasks performed by our buyers.
- Expanding into other areas of research, infographic development, and the list goes on.
- Analytics - market and procurement
- Data Analysis and policies and procedures chat box or AI system
- I put "yes" because I'm sure there are several options that I'm not aware of yet
- Analyze data
- Organizational purposes, enhancing business plans.

11

If you are using AI tools in your office, which tools are you using currently?

46 responses



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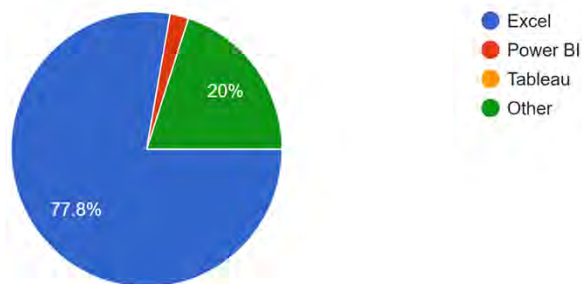
OTHER AI TOOLS USED

- Microsoft Copilot
- We use Grammarly and Grok
- Google Gemini, Chat GPT, Grammarly, Canva
- In addition to ChatGPT, we have explored the use of Manus for research, task automation, information gathering, document development, and workflow assistance. Manus has been used to support project planning, data analysis, report preparation, and administrative productivity initiatives.
- Chat GPT, Google Gemini, Grammarly
- CoPilot, ChatGPT, Claude, and NotebookLM
- Grammarly

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If you are using presentation tools in your office for reports and presentations, please indicate the ones you are using.

45 responses



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OTHER PRESENTATION TOOLS

- Power Point
- Google Slide, PPT (Microsoft)
- PowerPoint
- Gamma
- Oracle AI
- PowerPoint is used for City Council presentations, budget workshops, project updates, strategic planning sessions, training materials, and public information presentations.
- Smartsheet, Munis ERP, and Excel

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OTHER PRESENTATION TOOLS

- excel & power BI
- Excel, powerpoint
- chatgpt for flyers and presentation animation/images.
- Canva and Rise Articulate.

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CHALLENGES AHEAD!

- How will you ensure the accuracy of AI information generated by your staff?
- How will you ensure the accuracy of AI generated solicitation responses?
- How will you protect your entity's data used in AI tools?
- Does your electronic bid provider use AI components? If so, how are they ensuring protection of your entity's data?

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CHALLENGES AHEAD!

Buckle up!

We may have a bumpy ride ahead as technology changes at a rapid pace.

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