



Procurement Procedures Manual

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1. GENERAL PROVISIONS

1.1. Mission

The mission of the Procurement Organization ("Procurement") is to promote the best interests of Tarrant County College District ("TCCD") and the people it serves through a procurement process of quality and integrity which results in minimizing costs, obtaining the maximum projected value for each dollar of expenditure, and ensuring that all purchasing transactions are in compliance with Board policy and all state, local and federal regulations.

1.2. Purpose

These procedures ("Procurement Procedures") are designed to support and facilitate the educational and public service mission of TCCD through the acquisition of goods and services by applying best methods and business practices for public confidence in TCCD.

A strong purchasing system begins with sound Board policies implemented through systematic procedures. Internal controls, careful planning, and cost-efficient practices which provide the framework for the efficient procurement of goods and services.

1.3. Non-discrimination

TCCD shall not discriminate on the basis of race, color, national origin, religion, age, gender, disability, sexual preference or veteran status in its selection of Vendors and shall prohibit Vendors from such discrimination in the selection of subcontractors and Vendor's employees. TCCD may immediately terminate or disqualify from future Contracts any Vendor who engages in such discriminatory practices.

1.4. Authority

Board Policy (CF(LOCAL) <https://pol.tasb.org/Policy/Code/1097?filter=CF>) requires that all transactions and/or contracts that have a value of \$250,000 or greater, singly or in the aggregate per fiscal year, be approved by the Board. This shall include any contract/purchase order amendments that cause or may cause the total expenditure to exceed \$250,000. Upon recommendation of the Chancellor, the Board may authorize higher thresholds for specific indefinite-delivery-indefinite-quantity contracting pools that have been established through a competitive process.

The Board also delegates to the Chancellor or designee the authority to enter into any contract for the purchase of electricity provided that the term of any such contract does not exceed 120 months and sufficient funds have previously been budgeted for that purpose.

All inter-local agreements require Board approval.

Unless otherwise specifically delegated or authorized herein, Procurement has the sole authority to negotiate for the purchase of supplies, equipment, and services, subject to final purchasing authority by the person(s) specified in these procedures. TCCD is not obligated or liable for any unauthorized procurement not obtained in strict compliance with TCCD policy and the policies and procedures provided herein (see ethics and conflict of interest policy,

section 3).

In all cases, Procurement reserves the authority to question and investigate, if necessary, any and all aspects of a purchase so that TCCD's best interests are served.

1.5. Responsibilities

1.5.1. Procurement

Procurement is responsible for the administration of Procurement Procedures as delegated to the Chancellor by the TCCD Board of Trustees in accordance with TCC policies (CFLOCAL and CMLOCAL) and local, state and federal law.

The Director of Procurement is responsible for the dissemination of Procurement Procedures and ensuring compliance with these Procurement Procedures and Board Procurement Policies.

All Procurement personnel and other TCCD personnel involved in the procurement process are responsible for understanding and complying with these Procurement Procedures and TCCD policies. Any situation requiring the consideration of an exception or variation from these Procurement Procedures or TCCD policies shall be brought to the attention of the Director of Procurement, Chief Financial Officer, and TCCD's Board.

Procurement has the following responsibilities:

- Procure goods and services for TCCD and manage the process for delivery of those goods and services. Inform TCCD departments of alternative sources of supply and related discounts.
- Assist TCCD departments in the procurement process.
- Maintain commercial Vendor relationships.
- Provide accurate and complete information about Procurement decisions to the Board of Trustees, Chief Financial Officer, the Chancellor and other TCCD administrators.
- Ensure Underutilized Business Enterprise (HUB) inclusion is an active and integral component of the Procurement process.
- Through execution of the policies herein, determine and subsequently manage the use of Job Order Contract (JOC), Indefinite Quantity Indefinite Delivery (IDIQ) and professional service supplier pools as further defined herein. Process Purchase Requisitions (section 1.7.80) to Purchase Orders (section 1.7.79) or Blanket Purchase Orders (section 1.7.11) in a timely manner after receipt of an outstanding Purchase Requisition having complete and required Supporting Documentation (section 1.7.97) and all relevant Approvals (section 1.7.34).

- Inform any deviation to these Procurement Procedures to the Chief Financial Officer and/or the Chancellor.

Procurement will periodically collect and compile internal TCCD customer service questionnaires/surveys from TCCD Requisitioning Departments as defined below. All Persons involved in the TCCD Procurement Process are encouraged to provide input toward improving the process at any time.

1.5.2. Requisitioning Department

The Requisitioning Department is responsible for:

- Obtaining all written quotes for purchases \$0 to \$50,000 (one quote is required for purchases \$0 to \$10,000 and two or more written quotes are required, (at a minimum) for purchases \$10,000 to \$50,000.
- Ensuring that all quotes are in writing and come directly from the Vendor (Vendor letterhead or email account).
- Selecting the low bid Vendor when the exact same product or service is available through multiple sources; otherwise, selecting on a documented Best Value (see section 1.7.7) basis.
- Ensuring that when multiple quotes are involved, identical products and services are quoted by each Vendor to facilitate a “like to like” comparison, where possible. If Procurement determines that a “like to like” comparison was not reasonably achieved, the quotes will be returned to the requesting Department so that appropriate clarity can be obtained. Procurement’s role is to validate what each Vendor is quoting.
- Ensuring the participation and consideration of HUBs (section 1.7.61) in all Purchase Solicitations and selecting the same should the HUB present the Best Value (section 1.7.7) to TCCD within the framework of this Procurement Procedures Manual.
- Working with Procurement to ensure compliance with TCCD policy, this Procurement Procedures Manual, local, state and federal laws.
- Developing complete Scopes of Work and Specifications required for IFBs, IFPs, RFPs, RFQs, RFQuals and CSPs (section 5) as appropriate (the aforementioned acronyms are defined in section 1.7 below).

1.6. Procedures Explanation

In these procedures, unless the context requires otherwise, words in the singular include the plural and vice versa, and words of a particular gender (or neutral) include any gender. If any provision of these procedures is held invalid, such invalidity shall not affect the other provisions or application of these procedures which can be given effect without the invalid provision. To the extent any law applicable to any provision herein is amended, such amendment shall be

considered incorporated herein for all purposes. TCCD reserves the authority to interpret these procedures and TCCD Procurement policies. These procedures are meant to clarify and supplement TCCD policies. To the extent that these procedures conflict with any Board approved policy the Board approved policy controls.

1.7. Definitions

1.7.1. Acquisition

Obtaining goods and services through best methods and business practices as described herein.

1.7.2. Agricultural Products

Agricultural products include textiles and other similar products.

1.7.3. Amendment

A document used to change the terms and/or conditions of a Solicitation.

1.7.4. Architect

An individual registered as an Architect under Chapter 1051, Texas Occupations Code.

1.7.5. Award / Non-Award

The acceptance of a Bid or Proposal after all required Approvals have been obtained which is then completed by the presentation of a purchase agreement or written Notice of Award to the selected Vendor. Procurement is the only authorized body to communicate Awards to Vendors.

1.7.6. Best and Final Offers (BAFO)

In a competitive negotiation, the final Proposal submitted after the Negotiations are completed and contains the Proposer's most favorable terms for price, services and/or products to be delivered. Typically, it is utilized only in the Competitive Sealed Proposal (CSP), Request for Proposal (RFP) or Invitation for Proposals (IFP) methods, all of which are defined in this section.

1.7.7. Best Value Determination

A determination made by TCCD before the Bid or Proposal is advertised of the Method of Procurement that will be used in a particular Procurement or group or type of Procurements that provides the Best Value to TCCD and emphasizes value over price. Any reasonable factors related to value may be considered in determining the Best Value Method, including but not limited to, the total life cycle cost of the item, the time to complete the Procurement, cost of the method, anticipated quality of goods or Services likely obtained by the method, warranty, location of Vendor, HUB certification (sections 1.7.61 and 12) and the limitations of the various methods.

1.7.8. Bid

A statement of price, terms of sale, and description of the supplies, Services, Construction, or Construction-related Services offered by a Bidder in response to an Invitation for Bids (IFB) or Request for Quote (RFQ) under the Competitive Bid Process or comparable Procurement process (section 5).

1.7.9. Bidder or Offeror

One who submits an Offer or Bid in response to a Solicitation.

1.7.10. Black-Out Period (communications during the solicitation process)

This period includes each day during which any procurement with TCCD is pending from the day it is first advertised through the day the Contract documents are signed by all parties. During a Black-Out Period, with the exception of official communications from the Purchasing Department, no TCCD Trustee or employee and no Vendor shall communicate in any way concerning any pending Solicitation involving that Vendor.

1.7.11. Blanket Purchase Order (BPO)

A BPO is issued to an approved Vendor authorizing Purchase transactions from that Vendor over a specified period of time (generally six months to twelve months). Rather than purchasing specific products or Services, a category of products or services are purchased (e.g. landscaping supplies, consulting services). BPOs are mainly used for intangible, consumable, non-inventoried items. Requests to increase or decrease the amount of an existing BPO must be communicated, in writing, to Procurement. Email is acceptable. The person making the request must be at the appropriate position level as required in the Delegation of Authority for approving Purchase Requisitions (section 15).

A BPO is the end result of a compliant Purchase Process (which may include a Contract) and properly approved Purchase Requisition having all required Supporting Documentation (section 1.7.96) and Approvals (section 1.7.34). Using any other medium to execute a purchasing transaction is a breach of policy and ethics (section 3). Procurement is the only department authorized to release BPOs. A BPO, once approved (see section 1.7.34.2), is a binding commitment for TCCD to remit payment to a Vendor after products or services and an invoice are received. The BPO (and Purchase Order; section 1.7.79) is the only authorized vehicle for committing District funds to Vendors.

1.7.12. Business

Any profit or not-for-profit corporation, partnership, individual, sole proprietorship, joint venture, or any other private legal entity through which commercial activity is conducted.

1.7.13. Buyer

Designated personnel of Procurement having a direct impact on processing a

Requisition to a Purchase Order (section 1.7.79) or BPO (section 1.7.11).

1.7.14. Capital Improvement

Construction or an Architectural or Engineering Service as described in section 7.2,7.9.

1.7.15. Change Order

A written order signed by the authorized parties (per the Delegations of Authority referenced herein (section 1.7.34) to modify or amend a Contract (see section 8), Purchase Order (section 1.7.79), or BPO (section 1.7.11). In Construction Contracts (section 8), it relates primarily to changes required by unanticipated circumstances not already covered by the plans, specifications or drawings for the project.

1.7.16. Collusion

An agreement, oral or written, usually secretive, which occurs between two or more persons to limit open competition by deceiving, misleading or defrauding others to obtain an objective advantage over other Bidders and/or over TCCD. Examples include, but are not limited to, an Agreement among two or more firms to divide the market, set prices, limit production, share profits, back out of Bids to allow another to win the Procurement, or to misrepresent the independence of the relationship between the colluding parties. Refer to section 3 regarding ethics.

1.7.17. Commodity

An item of Purchase which may include office goods and materials, food, building materials, and other items needed to support normal operations. A Commodity Code list identifying such is available from Procurement and can be found at <https://inside.tccd.edu/procurement/forms-and-documents/#8-wpfd-tcc-marketplace>

1.7.18. Competitive Bidding

Procurement Method for obtaining goods, services and construction services in which Bids are submitted in a sealed fashion in response to an Invitation for Bids (IFB – section 1.7.53) or Requests for Quote (RFQ – section 1.7.84) by Bidders competing for a Contract, privilege or right to supply specified services or goods. This method is never available to obtain Professional Services under the Texas Professional Services Procurement Act (PSPA). Discussion and Negotiation may not be conducted with Bidders upon receipt of Bids. The Competitive Bidding Process can only be facilitated by Procurement from inception to completion (see section 5).

1.7.19. Competitive Sealed Proposal (CSP)

Procurement method for obtaining goods, services and construction services in which Bids are submitted in a sealed fashion in response to an Invitation for Proposals (IFP – section 1.7.54) or Request for Proposals (RFP – section 1.7.82) by Offerors competing for a Contract, privilege, or right to supply specified services or goods. It

differs from the Competitive Bidding Method (1.7.18) because once the Proposal deadline has passed, discussion and Negotiations may be conducted with responsible Offerors who submit responsive Proposals. The Competitive Sealed Proposal process is facilitated by Procurement from inception to completion (section 5).

1.7.20. Competitive Solicitation

The purchasing process required by the Texas Education Code 44.031.

1.7.21. Component Purchasing

Usually is an attempt to circumvent Bid or Proposal laws or other requirements by Purchasing an item(s) through the issuance of multiple Purchase Orders (section 1.7.79) for the component parts of an item versus a single Purchase Order for the entire item. Repeated purchases of additional optional equipment or parts after an initial purchase may create the perception of Component Purchasing. Such procurement is noncompliant. An offense is committed if an officer or employee intentionally or knowingly makes or authorizes Component Purchases or by other conduct violates the Competitive Bidding requirements (Section 262.023 of the Local Government Code). Such offense is a Class B or Class C misdemeanor. Such offense is a breach of ethics (section 3).

1.7.22. Construction

The process of building, altering, improving, replacing, repairing or demolishing any structure, building, building system, infrastructure, or other improvement to real property, provided however, Construction does not include the routine operation, routine repair, or routine maintenance of an existing improvement to real property.

1.7.23. Construction Manager-Agent (CMA)

A sole proprietorship, partnership, corporation, or other legal entity that provides consultation to TCCD regarding Construction, rehabilitation, alteration, or repair of the Facility, and in doing so represents TCCD in a fiduciary capacity. The CSP procurement process (section 5) is relevant to the selection of a CMA.

1.7.24. Construction Manager at Risk (CMAR or CM at Risk)

A sole proprietorship, partnership, corporation, or other legal entity that assumes the risk for Construction, rehabilitation, alteration, or repair of a facility at the contracted Price as a general Contractor and provides consultation to TCCD regarding Construction during and after the design of the Facility. The CSP procurement process (section 5) is relevant to the selection of a CMAR.

1.7.25. Contract (Agreement)

An agreement entered into by the parties for the Acquisition of supplies, commodities, equipment, real or personal property, Construction, Architectural Engineering

Services, or other Services, or any combination thereof, signed by authorized personnel as depicted by TCCD's Delegation of Authority as defined in section 15. A Contract is any document that requires a TCCD Signature to engage a purchasing transaction (agreements, Contracts, memorandums of understanding, letters of understanding, letters to proceed, letters of intent, Proposals). Excepting documents required by state law to have the Board President's signature, the Board delegates to the Chancellor the authority for all College District contracts. The Chancellor may provide for designees to sign contracts at appropriate amounts by publishing written delegation. This delegation is more specifically defined in the delegation of authority found in section 1.7.34 of this manual. A Contract Approval Router (CAR) Form (1.7.27) must accompany all Contracts when submitted to Procurement.

1.7.26. Contract Administration

The management of all facets of a Contract to ensure the Vendor's total performance is in accordance with the contractual commitments and the Vendor fulfills all obligations under the terms and conditions of the Contract are fulfilled.

All original Contracts are housed in Procurement. All Purchasing Contracts must be processed through Procurement (section 8).

1.7.27. Contract Approval Router (CAR)

An internal Contract approval document that must be completed (per TCCD Delegation of Authority referenced herein section 15) in conjunction with the submission of any Contract (section 1.7.25; section 8) to Procurement for Approval. Submission of a Contract without a CAR or submission of a CAR without a Contract will result in the document being sent back to the Requesting Department. It is the responsibility of the Requesting Department to submit a complete CAR. The Contract Approval Router can be found at <https://inside.tccd.edu/procurement/forms-and-documents/#4-wpfd-contract-related>

1.7.28. Contractor

In the context of a Contract for the Construction, rehabilitation, alteration, or repair of a Facility means a sole proprietorship, partnership, corporation, or other legal entity that assumes the risk for constructing, rehabilitating, altering, or repairing all or part of the Facility at the contracted price. Otherwise, a Contractor is any person or business having a Contract with TCCD.

1.7.29. Contract Modification

Any written alteration in the Specifications, delivery point, date of delivery, Contract period, price, quantity, or other provisions of an existing Contract, whether accomplished in accordance with a Contract provision, or by mutual agreement of the parties to the Contract. It includes Change Orders, extra work orders, supplemental agreements, Contract amendments, or reinstatements, all of which are subject to

TCCD's Delegation of Authority as depicted in section 15 and the Competitive Solicitation process (section 5).

1.7.30. Cure Notice

A notice either oral or in writing that informs the Vendor that it is in Default and states what the Vendor has to do to correct the deficiency and specifies a time period in which to correct the Default. If the notice is oral it shall be confirmed in writing. Such notices are released to a Vendor by Procurement.

1.7.31. Day

A calendar day unless otherwise designated.

1.7.32. Debarment

An action taken by Procurement to exclude individuals or Vendors from contracting with TCCD for particular goods or services for specified periods of time (section 9).

1.7.33. Default

Failure of a Contractor to comply with the terms and conditions of a Contract.

1.7.34. Delegation of Authority (section 15)

Specific approving or signature authority per TCCD policy as follows:

1.7.34.1. Purchase Requisition Approvals (section 1.7.80):

Academia/Operations

<u>Value</u>	<u>Authority</u>
≤ \$25,000	Associate VC, VP, Director, Dean
> \$25,000 ≤ \$50,000	Chancellor's Executive Leadership Team (CELT) Member
> \$50,000 ≤ \$500,000	Chief Financial Officer
> \$500,000	Chancellor

Construction/Real Estate

<u>Value</u>	<u>Authority</u>
≤ \$50,000	Director
> \$50,000 ≤ \$500,000	VC of Facilities & Real Estate

> \$50,000 ≤ \$500,000	Chief Financial Officer
> \$500,000	Chancellor

1.7.34.2. Contract Approval Router (CAR) Approvals (section 1.7.27):

<u>Value</u>	<u>Authority</u>
All Values	Director of Procurement
≤ \$50,000	VP, Dean, Director
≥ \$50,000	Chancellor's Executive Leadership Team (CELT) Member
> \$500,000	Chief Financial Officer
Legal Review	CAR must be signed by General Counsel should legal review be required by process determined by the Chief Financial Officer

1.7.34.3. Contract Approvals (section 1.7.25):

<u>Value</u>	<u>Authority</u>
\$0 ≤ \$50,000	Director of Procurement
> \$50,000 ≤ \$500,000	Chief Financial Officer
> \$500,000	Chancellor (any amount)

1.7.34.4. Sole Source Approvals (section 1.7.93):

<u>Value</u>	<u>Authority</u>
All Values	Director of Procurement
\$0 ≤ \$50,000	Associate VC, VP, Director, Dean
> \$50,000 ≤ \$100,000	Chancellor's Executive Leadership Team (CELT) Member
> \$150,000	Chief Financial Officer

1.7.35. Design-Build Contract

A Delivery Method for Construction projects that combines the Architectural, Engineering and Construction Services required for a project into a single contractual agreement with a single point of contact.

1.7.36. Design-Build Firm

A partnership, corporation, or other legal entity or team that includes an Engineer and/or Architect and builder qualified to engage in building Construction in Texas. Request for Qualifications (RFQual – section 1.7.83) is the relevant procurement process.

1.7.37. Design-Build Method

A method of Procurement used for the Construction, rehabilitation, alteration, or repair of a facility in which there is a single Contract with a Design-Build Firm or team for the project.

1.7.38. Design Criteria Package

A set of documents that provides sufficient information to permit a Design-Build Firm to prepare a response to a Request for Qualifications (RFQual – section 1.7.83) and any additional information requested, including criteria for selection. The Design Criteria Package must specify criteria TCCD considers necessary to describe the project and may include, as appropriate, the legal description of the site, survey information concerning the site, interior space requirements, special material requirements, material quality standards, conceptual criteria for the project, special equipment requirements, cost or budget estimates, time schedules, quality assurance and quality control requirements, site development requirements, applicable codes and ordinances, provisions for utilities, parking requirements, or any other requirement, as applicable.

1.7.39. Design Standard

Standards developed by TCCD to assist Architects and Engineers in the design and Construction of physical Facilities to ensure consistency in Construction Methods equipment and materials used.

1.7.40. Determination

A written Procurement decision made by a public official or employee, based upon written findings.

1.7.41. Emergency

A sudden and unexpected occurrence which requires immediate action by TCCD because of an imminent threat to public health or safety or a reasonably unforeseeable situation, including but not limited to, a circumstance where TCCD property, equipment, a college Facility, or portion of a college Facility is destroyed, severely damaged, or experiences a major unforeseen operational or structural failure, and the TCCD's Board, or designee, determines that the delay posed by using one of the applicable Purchasing Methods would prevent or substantially impair the conduct of classes or other essential college activities.

1.7.42. Engineer

An individual licensed as an Engineer under Chapter 1001, Texas Occupations Code.

1.7.43. Evaluation of Bids

The process of examining a Bid after opening to determine the Bidder's responsiveness to requirements, responsibility, and other characteristics of the Bid relating to selection for Award. All evaluation of Bids is facilitated by Procurement (section 5).

1.7.44. Extension

As applied to Contracts (section 8) for the performance of Architect/Engineer Services, an extension is a change in the scope of the services to be performed by the Architect/Engineer by including in the Contract a requirement for the performance of phases of services not previously included.

1.7.45. Facility

Real property, including buildings and associated structures and improved or unimproved land. The term does not include: highways, roads, streets, bridges, utilities, water supply projects, water plants, wastewater plants, water and wastewater distribution or conveyance Facilities, wharves, docks, airport runways and taxiways, drainage projects, or related types of projects associated with Civil Engineering Construction; or buildings or structures that are incidental to projects that are primarily Civil Engineering Construction Projects.

1.7.46. Fee

In the context of a Contract for the Construction, rehabilitation, alteration, or repair of a Facility means the payment a Construction Manager receives for its overhead and profit in performing services.

1.7.47. Fixed Price Contract

A Contract (section 1.7.25) which provides for a guaranteed and fixed price under which the Vendor will bear the full risk of profit or loss.

1.7.48. General Conditions

In the context of a Contract (section 1.7.25) for the Construction, rehabilitation, alteration, or repair of a Facility means on-site management, administrative personnel, insurance, bonds, equipment, utilities, and incidental work, including minor field labor and materials.

1.7.49. Indefinite Delivery Indefinite Quantity (IDIQ)

IDIQ Contracts are limited to Vendors providing professional services as defined herein this document in section 1.7.72. These are long-term Contracts (two-year Contracts with the option to extend for three additional one-year periods) for construction services delivered on an on-call basis generally based on pre-established unit prices. IDIQ Suppliers are selected for a pool through the RFQual (section 1.7.83) process as facilitated by Procurement (section 5).

1.7.50. Inspection

Examination and testing of goods or services to determine whether the goods or services proposed or furnished conform to Contract requirements.

1.7.51. Instructional Facility

Real property, an improvement to real property, or a necessary fixture of an improvement to real property that is used predominantly for teaching the curriculum required under Texas Education Code Section 28.002.

1.7.52. Inter-local Agreement

An Inter-local Agreement is a Contract authorized by Texas Local Government Code §791.001 et seq. (the "Inter-local Cooperation Act") between two or more local governments to either study the feasibility of the performance of a governmental function or service by Inter-local Agreement, or to provide a governmental function or Service that each party to the Agreement is authorized to perform individually. In other words, it allows TCCD to enter into an Inter-local Agreement with another local government for the purpose of sharing or "piggy-backing" Competitive Solicitations issued by another local government.

1.7.53. Invitation for Bids (IFB)

Any documents, whether attached or incorporated by reference, used for soliciting Bids by the Competitive Bidding Procurement Method (section 5), facilitated by Procurement. Also referred to as Request for Quotes (RFQ – section 1.7.84). When released to the marketplace, IFBs and RFQs are posted at <https://www.tccd.edu/community/business/bids-with-tcc>

1.7.54. Invitation for Proposals (IFP)

Any documents, whether attached or incorporated by reference, used for soliciting Proposals by the Competitive Sealed Proposal Procurement Method (section 5), facilitated by Procurement. Also referred to as Request for Proposals (RFP – section 1.7.82). When released to the marketplace, IFPs and RFPs are posted at <https://www.tccd.edu/community/business/bids-with-tcc>.

1.7.55. Invoice

A Contractor's/Vendor's written request for payment for supplies, goods, commodities, services, maintenance, Construction or other similar Services performed or provided. See Payment Terms (1.7.67).

1.7.56. Job Order Contract (JOC)

Job Order Contractors are selected based on qualifications and performance through the RFQual (section 1.7.83; section 5) process facilitated by Procurement. Job Order Contractors provide on-call services from concept to closeout. JOC pricing is generally based on a standard industry price book (e.g. RS Means).

1.7.57. Late Bid or Proposal

A Bid or Proposal received at the place designated in the Solicitation after the deadline established in the Solicitation (section 5).

1.7.58. Lease

A Contract (section 1.7.25) for the use of real or personal property for a period of time in return for a specified compensation.

1.7.59. Library Goods and Services

As used in Texas Education Code, Chapter 44, for purposes of excepting out "library goods and services" from the requirements of Chapter 44, the term means:

- Serial and journal subscriptions, including electronic databases, digital content, and information products;
- Other library materials and resources, including books, e-books, and media not available under a statewide Contract and papers;

- Library services, including periodical jobber and binding services not available under a statewide Contract;
- Equipment and supplies specific to the storage and access of library content; and
- Library programs operated by the Texas State Library & Archives Commission.

1.7.60. Maintenance

Any work necessary for the continued operation or upkeep of a Facility, structure, building, grounds, or building system, not included within the definition of Construction.

1.7.61. Historically Underutilized Business Enterprise (HUB)

Certifications are issued to Historically Underutilized Business Enterprise (HUB) and / or SDB designation. HUBs are a for-profit business concern which is at least 51 percent owned and controlled by one or more HUB or in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more HUB, and whose management and daily business operations are controlled by one or more of the HUB who own it. See section 12 hereunder.

1.7.62. Multiple Awards

The Award of Contracts (section 1.7.25) to more than one Vendor when the terms and conditions of Solicitation allow for such an Award. Notice of multiple Awards to multiple Vendors is communicated by Procurement.

1.7.63. Negotiation

A bargaining process between two or more parties to reach a mutually satisfactory agreement, Contract or settlement. Procurement must be integral to all such Negotiations.

1.7.64. Notice of Award

A notification that a Contract (section 1.7.25) has been awarded. Such notification to a Vendor is communicated by Procurement.

1.7.65. Option

The unilateral right of TCCD under a Contract (section 1.7.25) to extend the Contract for an additional period of time, to purchase delineated additional goods or labor or to purchase materials or Facilities that have been leased.

1.7.66. Payment Bond

A bond required from a Contractor (section 1.7.28) before beginning the work in a situation where TCCD makes a public work Contract (section 1.7.25) for constructing,

altering, demolishing or repairing a public building and the Contract amount is in excess of \$25,000. The purpose of the Payment Bond is to ensure fulfillment of the Contractor's obligation to pay all Persons supplying labor or materials in the performance of the work provided for in the Contract, and it shall be executed in the amount of the Contract solely for the protection and use of Payment Bond beneficiaries who have a direct contractual relationship with the prime Contractor or a subcontractor to supply public work labor or material. A Payment Bond is not required for, and may not provide coverage for, the portion of a Design- Build Contract that includes Design Services only. The bond shall be executed by a corporate surety in accordance with Insurance Code 7.19-1 and shall comply with all requirements of Texas Government Code §§ 2253.021 et seq.

1.7.67. Payment Terms

The standard Payment Terms for TCCD to render payment to a Vendor is net 30 days upon receipt of invoice or upon receipt of the products delivered or services rendered, whichever shall occur later. Exceptions to the net 30 standard payment terms must be in writing and approved by Procurement and the Chief Financial Officer according to the Delegation of Authority (section 15 herein).

1.7.68. Performance Bond

A Bond required from a Contractor (section 1.7.28) before beginning the work for the full amount of the Contract (section 1.7.25) conditioned on the faithful performance of the work according to the plans, Specifications, and Contract documents in a situation where TCCD makes a public work Contract for constructing, altering, demolishing or repairing a public building and the Contract amount is in excess of \$250,000. The Bond is solely for the protection of TCCD. The purpose of the bond is to protect TCCD from loss due to a Contractor's inability to complete the Contract in accordance with its terms and conditions. A Performance Bond is not required for, and may not provide coverage for, the portion of a Design-Build Contract that includes Design Services only. The Bond shall be executed by a corporate surety in accordance with Insurance Code 7.19-1 and shall comply with all requirements of Texas Government Code §§ 2253.021 et seq.

1.7.69. Person

Includes an individual, sole proprietorship, corporation, nonprofit corporation, partnership, joint venture, Limited Liability Company and any other entity that proposes or otherwise seeks to enter into a Contract (section 1.7.25) or other transaction with TCCD.

1.7.70. Pre-Bid/Proposal Conference

A conference conducted by Procurement in conjunction with the Requesting Department for the benefit of those wishing to submit a Bid or Proposal for services or supplies required by TCCD held in order to allow Bidders/Proposers to ask questions

about the proposed Contract and particularly the Contract Specifications (section 1.7.94). At the conclusion of the Pre-Bid/Proposal Conference, an Addendum will be issued to all participating Vendors to provide questions and answers as well as any additional information that may need to be provided to prospective Vendors.

1.7.71. Price Analysis

An examination of a Vendor's price by comparison to other prices for like goods or services or comparison to other price benchmarks.

1.7.72. Procurement

The Procurement Organization described in sections 1.1 and 2, and all functions that pertain to the process of buying, leasing as lessee, purchasing, or otherwise obtaining any supplies, goods, services, Construction, Architectural services, Engineering services, or services provided under an energy performance Contract, including description of requirements, selection criteria, and Solicitation of sources, preparation and Award of Contract (section 1.7.25), and all phases of Contract administration (section 1.7.26).

1.7.73. Professional Services

Under Section 2254.002 of the Texas Govt Code, Professional Services are defined as:

A Service within the scope of the practice, as defined by state law, of:

- accounting;
- architecture;
- landscape architecture;
- land surveying;
- medicine;
- optometry;
- professional engineering;
- real estate appraising; or
- professional nursing; or

Such 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; or
- a registered nurse.

TCCD has further opted to Contract for Professional Services rendered by a financial consultant or technology consultant in the same manner as other professional services.

1.7.74. Proposal

A written response to a Request for Proposals (RFP – section 1.7.82) or Invitation for Proposals (IFP – 1.7.53) issued and facilitated by Procurement to obtain goods or services (section 5).

1.7.75. Proprietary Information

Information in Bids or Proposals to which a Vendor claims ownership or exclusive rights and which is protected from disclosure in accordance with the Texas Public Information Act as determined by the Attorney General of Texas.

1.7.76. Protest

A formal written complaint to the Executive Director of Purchasing relating to the Solicitation or Award of a Procurement Contract.

1.7.77. Public Notice (Advertisement)

A written notice, generated by Procurement, of the time by when and place where the Bids or Proposals, or the responses to a RFQual (section 1.7.83), will be received and opened, which is published in the county in which TCCD'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 RFQual, provided that 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. TCCD publishes such written notices in the *Commercial Recorder*.

1.7.78. Purchase

The act of buying, or that which has been bought.

1.7.79 Purchasing

Refers to the process of ordering and receiving goods and services. It is a subset of the wider procurement process. Generally, Purchasing refers to the process involved in ordering goods such as request, approval, creation of a Purchase Order record, and the receipt of goods.

1.7.80. Purchase Order (PO)

The PO is the end result of a compliant purchasing process (which may include a Contract) and properly approved Purchase Requisition (section 1.7.81) having all Supporting Documentation (section 1.7.97). Using any other medium to execute a purchasing transaction is a breach of policy and ethics (section 3). Procurement is the only department authorized to release POs. A PO, is a binding commitment for TCCD to remit payment (section 1.7.67) to a Vendor after products or services and an invoice are received (section 3.5.6). The PO is the only authorized vehicle for committing district funds to Vendors. Procurement will convert a Purchase Requisition (section 1.7.80) into a PO within two working days after the Purchase Requisition has become outstanding with Approvals per Delegation of Authority (section 15) and all required Supporting Documentation (section 1.7.96) has been received in good order by Procurement.

1.7.81. Purchase Requisition

The Purchase Requisition serves as the foundation of the purchasing process at TCCD. The Purchase Requisition must be created to purchase all goods and services for which a PO (section 1.7.79) or BPO (section 1.7.11) will be released to a Vendor by Procurement. The Requesting Department will create and complete a Purchase Requisition in The TCC Marketplace. Detailed instructions on how to create a Purchase Requisition are available upon request to Procurement and can also be found at <https://inside.tccd.edu/procurement/forms-and-documents/#8-wpfd-tcc-marketplace> Approvals required on a Purchase Requisition are per TCCD's Delegation of Authority (section 15).

1.7.82. Purchasing Laws

Some of the laws that govern TCCD purchasing include the following:

- Purchase of Goods and Services Under Contract, (TEX. EDUC. CODE, ch 44, subch. B)
- Purchasing and Contracting Authority, (TEX. LOC. GOV'T CODE, ch. 271) (to the extent applicable)
- Competitive Bid Method in a Construction Contract (in addition to other applicable statutes, TEX. LOC. GOV'T CODE § 271.026, 271.027 and 271.0275)
- Public Property Finance Act, (TEX. LOC. GOV'T CODE ANN., ch. 271, subch. A)
- State Contract, (TEX. LOC. GOV'T CODE ANN., § 271.081-3)
- Multiple Award Contract Schedule, (TEX. GOV'T CODE ANN., ch. 2157, subch. I)
- Interagency Cooperation Act, (TEX. GOV'T CODE ANN., ch 771)

- Inter-local Cooperation Agreement, (TEX. GOV'T CODE ANN., ch. 791)
- Prompt Payment Act, (TEX. GOV'T CODE ANN., ch. 2251)
- Public Works Performance and Payment Bonds, (TEX. GOV'T CODE ANN., ch. 2253)
- Professional Services Procurement Act, (TEX. GOV'T CODE ANN., ch. 2254, subch. A)
- Disclosure of Certain Relationships with Local Government Officers, (TEX. LOC. GOV'T CODE ANN., Ch. 176)
- Wage Rate for Construction Projects, (TEX. REV. CIV. STAT. ANN., Art. 5159a)
- Sales Tax Exemption for Governmental Entities (TEX. TAX CODE ANN. § 151.309)
- Texas Government Code chapter 2267

1.7.83. Request for Proposals (RFP)

A document facilitated by Procurement to solicit written Proposals for services (section 5), other than Construction services (except that a RFP may be used when selecting a Construction Manager-at-Risk in a one-step process and for Job Order Contracts – section 1.7.56). Also known as Invitation for Proposals (IFP – section 1.7.54). When released to the marketplace, RFPs and IFPs are posted at www.tccd.edu/bids and advertised in the *Commercial Recorder* (section 5.3.1.4).

1.7.84. Request for Qualifications (RFQual)

A document facilitated by Procurement that requests details about the Qualifications of Professionals whose services must be obtained in compliance with the Professional Services Procurement Act (section 3.7.1) and for other Professionals if Procurement chooses to use the RFQual process to procure their services (section 5). When released to the marketplace, RFQuals are posted at www.tccd.edu/bids and advertised in the *Commercial Recorder* (section 5.3.1.4).

1.7.85. Request for Quote (RFQ)

Same as Invitation for Bid (IFB) in section 1.7.53. When released to the marketplace (section 5), RFQs and IFBs (section 1.7.53) are posted at www.tccd.edu/bids and advertised in the *Commercial Recorder* (section 5.3.1.4).

1.7.86. Requestor (Requesting Department)

The TCCD department or office requesting that certain items be purchased through Procurement. The Requesting Department creates the Purchase Requisition (section 1.7.80) to spearhead the purchasing process (section 5).

1.7.87. Responsible Bidder

A Vendor (section 1.7.101) who is fully capable of meeting all requirements of the Solicitation and subsequent Contract (section 1.7.25) and who possesses the full capability (including financial and technical) to perform as contractually required.

1.7.88. Responsive

A Bid or Proposal submitted in response to an RFP (section 1.7.82), RFQ (section 1.7.84), IFP (section 1.7.54), IFB (section 1.7.53) or RFQual (section 1.7.83) that conforms in all material respects to the requirements contained in the Solicitation.

1.7.89. Separate Purchases

Purchases, made separately, of items that in normal purchasing practices would be purchased in one purchase. Such practice knowingly executed by a Requesting Department is a breach of this Procurement, Procedures, Policy and Ethics (section 3).

1.7.90. Sequential Purchases

Purchases made over a period of items that in normal purchasing practices would be purchased in one purchase. Sequential purchasing of the same items or type of items over the course of any given 12-month period may exceed the TCCD and/or state competitive bidding requirements. Although some Sequential Purchasing is intentional, it usually results from needs that could not be anticipated. An offense is committed if an officer or employee intentionally or knowingly makes or authorizes Sequential Purchases or by other conduct violates Competitive Bidding Requirements (Section 262.023 of the Local Government Code). Such offense is a breach of this Procurement Policy and Ethics (see section 3).

1.7.91. Services

The rendering of time, effort or work, rather than the furnishing of a specific physical product other than reports incidental to the required performance. It includes, but is not limited to the Professional, Personal, and or Contractual Services provided by Architects, Engineers, Attorneys, Accountants, Physicians, Consultants, Appraisers, Land Surveyors, and where the work provided is associated with the provision of expertise or labor, or both.

1.7.92. Signature

A manual or electronic unique identifier or the electronic result of an authentication technique attached to or logically associated with a record that is intended by the Person using it to have the same force and effect as a manual Signature. Signatures are subject to TCCD's Delegation of Authority depicted in section 15 herein.

1.7.93. Sole Source Item or Service (section 5.3.5)

An item that is available from only one source, including: an item for which competition

is precluded because of the existence of a patent, copyright, secret process or monopoly; a film, manuscript or book; a utility Service, including electricity, gas or water; and a captive replacement part or component for equipment. Sole Source procurement must be approved per the Delegation of Authority depicted in section 15, and the required Sole Source Justification Form can be found at <https://inside.tccd.edu/procurement/forms-and-documents/#6-wpfd-procurement-procedures>

1.7.94. Solicitation

Invitation for Bids (section 1.7.53), Request for Quotes (section 1.7.84) Invitation for Proposals (section 1.7.54), Request for Proposals (section 1.7.82), Request for Qualifications (section 1.7.83), or any other method or instrument used solely by Procurement to communicate to potential Vendors that TCCD has a particular procurement need.

1.7.95. Specifications (Scope of Work)

A concise description of a good(s) or Service(s) that a Requesting Department seeks to purchase and the requirements (HUB) must be a paramount consideration, section 1.7.61) the Vendor must meet in order to be considered for the Award. A Specification may include requirements for testing, inspection or preparing any item for delivery, or preparing or installing it for use. The Specification is the total description of the item(s) or Service(s) to be purchased and is provided to Procurement by the Requesting Department.

1.7.96. Supplier Recommendation Team (SRT)

As it relates to the Competitive Bidding Process (section 5), Procurement is responsible for establishing a specific SRT consisting of, at a minimum, personnel from Procurement and the Requesting Department. Procurement determines who is on the SRT in all cases. Consultants may work in an advisory capacity but not in any action that could be construed as something that would give the perception of the consultant working as an employee of TCCD. The Consultant may serve on a SRT provided being on such a team is specific to their scope of work (inherent in the terms and conditions of Contract) and signed a Conflict-of-Interest statement specific to the solicitation and any other required disclosure forms.

Once a Vendor is recommended, the Purchasing Manager will present the findings to the Director of Procurement for Approval. Procurement will then move forward to finalize the Award. If Board approval is required, (total cost singularly or in aggregate is in excess of \$250,000), a Summary of Procurement (section 1.7.100) will be prepared jointly between the Requesting Department and Procurement in a format and form approved by the Board.

At a minimum, the Summary of Procurement will include; 1) an explanation and overview of the project or procurement (provided by the Requesting Department) and 2) a list of the procurement methods available to make the Acquisition along with which

method was utilized and why, (provided by Procurement). The Requesting Department will initiate an action to place the initiative on the Board agenda only after Procurement has signed the Summary of Procurement. The Requesting Department will present the agenda item to the Board and, if necessary, answer any questions related to the project/procurement. Procurement will answer any questions from the Board in regard to the procurement method utilized, if necessary.

The SRT shall always seek Award to the Vendor offering Best Value (section 1.7.7) to TCCD in accordance with the factors listed in Texas Education Code (section 44.031b). The SRT shall conduct evaluations in an ethical (section 3) and fair manner.

HUB consideration is paramount in the evaluation process of all competitively bid initiatives and district HUB goals need to be factored into the evaluation in determining Best Value (section 12).

1.7.97. Supporting Documentation

Supporting Documentation may include some or all of the following (list not all inclusive):

- Quotes
- Contract Approval Router (CAR)
- Contract
- Insurance
- Sole Source Justification Form
- Receipts
- Professional Service Agreement (PSA)
- Summary of Procurement
- Board Approval Minutes

1.7.98. Standard Terms and Conditions

Standard clauses and requirements incorporated into all Solicitations and resulting Contracts which are derived from law, regulation, ordinance, and/or TCCD policy and/or administrative procedures. As it relates to POs (section 1.7.79) or BPOs (section 1.7.11), Standard Terms and Conditions govern the purchase transaction unless there may be a Contract that supersedes those terms and conditions (found at <https://www.tccd.edu/documents/community/business/bids-with-tcc/purchasing-policies-conditions/2012-07-12-terms-and-condition-purchases.pdf>)

1.7.99. State Contract

A method of procurement established in accordance with Local Government Code Chapter 271 Subchapter D, State Cooperation in Local Purchasing Programs, whereby TCCD may, through the adoption of a resolution by the TCCD Board of

Trustees, participate in the procurement of goods (section 5) made through State of Texas Purchasing Cooperatives (Inter-local – section 1.7.52).

1.7.100. Substitution

An item of equipment, material, or supply for which the quality, design, and/or performance characteristics are less than fully equal to an item specified in a Solicitation. Whether a substitution will be accepted as "equal" is determined by the Director of Procurement in consultation with the Requesting Department.

1.7.101. Summary of Procurement (used to seek Board Approval)

A document prepared jointly between the Requesting Department and Procurement for purposes of explaining to the Board all relevant aspects of a procurement initiative (e.g. scope, term, spend), the procurement options available for that initiative, the Delivery Method selected (with justification) and Vendor selection recommendation and justification. The format of the Summary of Procurement shall be on a form as approved by the Board. Requesting Department will have the responsibility of creating and/or coordinating an action to place the procurement initiative on the Board agenda only after Procurement has signed off on the Summary of Procurement. The Requesting Department will present the agenda item to the Board and, if necessary, answer any questions related to the project/procurement. Procurement will answer any questions from the Board in regard to the Procurement Method utilized, if necessary. Procurement will retain all documentation related to the Board action.

1.7.102. TCC Marketplace

The online shopping site where end users can shop for goods or services from contracted vendors or enter requisitions for goods and services from non-contracted vendors. The TCC Marketplace is integrated with the college ERP system (Colleague) for account verification.

1.7.103. Vendor (Supplier)

A Person or business who desires to conduct business with TCCD (enters into a Contract either by Agreement, PO or BPO). Also referred to as Supplier, Provider and Contractor.

The terms “*shall*” and “*may*” shall denote the imperative and the permissive, respectively.

1.8. Public Access to Procurement Information

Procurement information shall be a public record, but only to the extent provided in the Texas Public Information Act, Government Code 552.001 et seq.

All open records requests associated with procurement transactions must be channeled through the Director of Procurement. The Director of Procurement will forward requests to General Counsel for response to such requests.

2. PROCUREMENT ORGANIZATION

2.1. Director of Procurement

-Purchasing Administrative Assistant

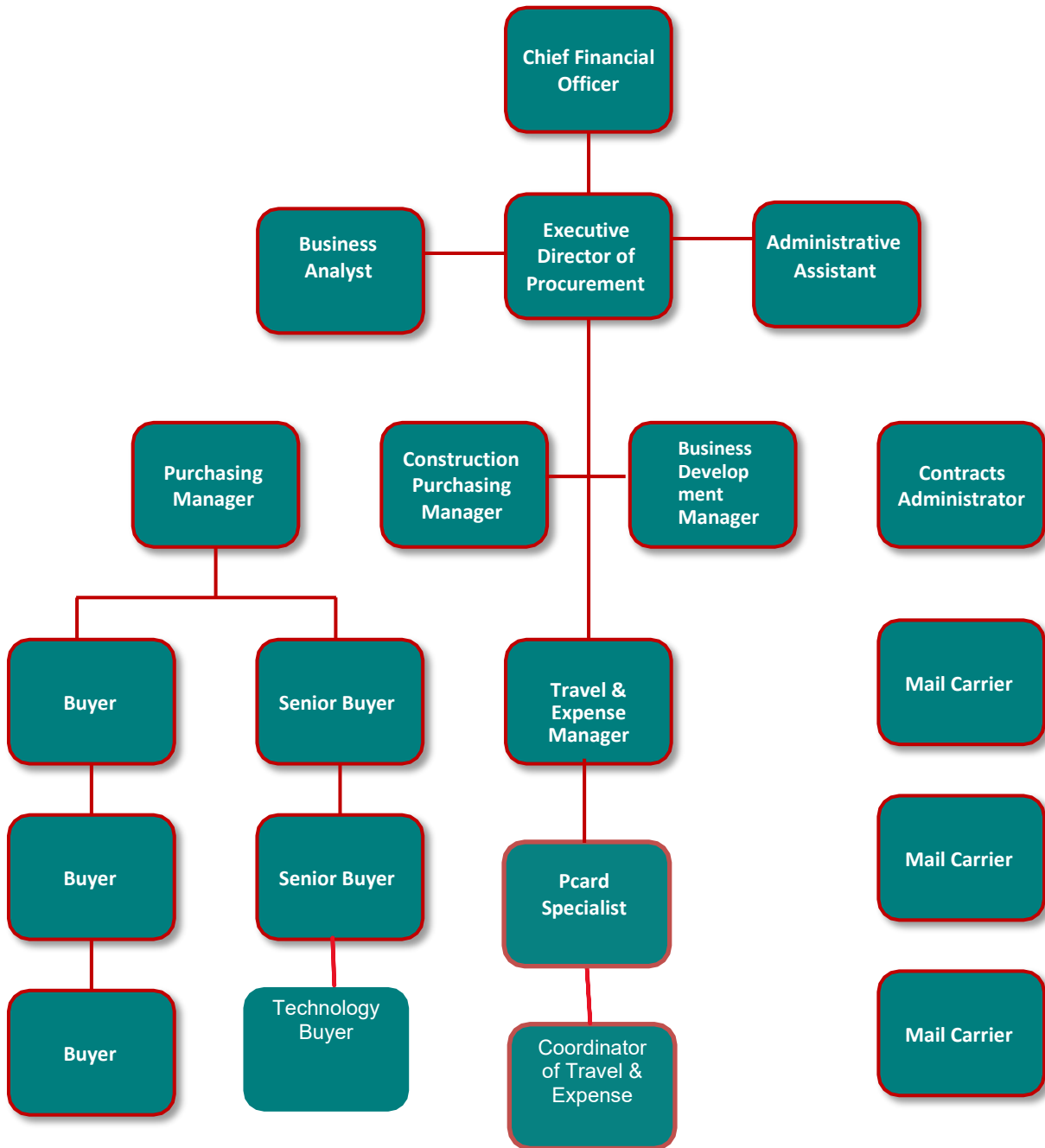
2.1.1. Purchasing Manager - General

2.1.1.1. Buyers

2.1.2. Business Development Manager

2.1.3. Purchasing Manager – Construction

Purchasing Organization Chart



3. PROCUREMENT STANDARDS OF CONDUCT

3.1. Ethics

It is imperative that TCCD's employees refrain from directly or indirectly accepting for themselves, or for another, any gift, favor, or item (tangible or intangible) that provides a personal benefit from a Person, or firm that does business, or seeks to do business with TCCD. This section 3 is not meant to be in lieu of other TCCD Board approved policies, but should be considered in addition to other policies related to the subject matter addressed herein.

1. Give first consideration to the objectives and policies of TCCD.
2. Strive to obtain the maximum value for each dollar of expenditure.
3. Decline personal gifts or gratuities.
4. Grant all competitive suppliers equal consideration insofar as state, federal, and institutional policies permit.
5. Conduct business with potential and current Suppliers in an atmosphere of good faith, devoid of intentional misrepresentation.
6. Demand honesty in sales representation whether offered through the medium of a written or verbal statement, an advertisement, or a sample of the product.
7. Receive consent of originator of proprietary ideas and designs before using them for competitive purchasing purposes.
8. Make every reasonable effort to negotiate an equitable and mutually agreeable settlement of any controversy with a Supplier; and/or be willing to submit any major controversies to arbitration or other third-party review, insofar as the established policies of my institution permit.
9. Accord a prompt and courteous reception insofar as conditions permit to all who call on legitimate business missions.
10. Cooperate with trade, industrial and professional associations, and with governmental and private agencies for the purpose of promoting and developing sound business methods.
11. Foster fair, ethical and legal trade practices.
12. Encourage support for Historically Underutilized Business Enterprises.(HUB) If you are aware of any ethical violations as it relates to Procurement, Contracting, or Vendor Relationships, please notify TCCD's Director of Procurement and/or General Counsel.

3.1.1 Verbal Agreements

Verbal Contracts with a Vendor are prohibited. All TCCD Contracts shall be in writing and will require all necessary Approvals as per the Delegation of Authority.

3.1.2 Improper Release of Information to Vendors

TCCD employees should not share information with Vendors that could jeopardize the Bid or Proposal process by giving one Vendor an advantage over another. Procurement is the primary point of contact for Vendors, and TCCD employees should direct all questions and requests relative to a Bid or Proposal to the Purchasing Office.

3.2. Conflict of Interest

No TCCD Trustee or employee shall accept or solicit, directly or indirectly, for themselves, or for another, any gift, favor, or item (tangible or intangible) that provides a personal benefit from a Person, or firm that does business, or seeks to do business with TCCD.

TCCD employees who exercise discretion in the procurement process shall recuse themselves from any matter involving an entity in which such employee or a Person to whom such employee is related within the first degree of consanguinity "related by blood" or the first degree of affinity "relationship by marriage or ties other than blood" holds a "substantial interest."

For purposes of this procedure, a Person has a "substantial interest" in a business entity if any of the following is the case:

The person:

1. Has controlling interest in the business entity;
2. Has ownership in excess of 10% of the voting interest in the business entity;
3. Has any participating interest, either direct or indirect, by shares/stock, or otherwise, whether or not voting rights are included, in the profits, proceeds, or capital gains of the business entity in excess of 10% of such participating interest;
4. Holds the position of a member of the board of directors or other governing board of the business entity;
5. Serves as an officer of the business entity; or
6. Is an employee of the business entity.

For purposes of this procedure, substantial interest in a business entity of any employee's spouse or dependent child shall be deemed a substantial interest of the employee. Further, for the purpose of this definition, "controlling interest" when used with respect to any specified Person means the power to direct the management and policies of such Person, directly or indirectly, whether through ownership of voting securities, by contract or otherwise.

Employees and consultants, where applicable, must review this Procurement Policy annually and execute a Statement of Compliance found at

<https://inside.tccd.edu/procurement/forms-and-documents/#6-wpfd-procurement-procedures>

3.3. Black-Out Periods (communication with Vendors during solicitation process)

Except for official communications issued by the Purchasing Department, no TCCD Trustee, employee or Vendor shall communicate in any way concerning any Solicitation that is pending from the day it is first advertised through the day the Contract documents are signed by all parties. This period is the "Black-Out Period." Violation of the Black-Out Period is considered unethical conduct with regard to an employee and all applicable federal and state laws and regulations, local ordinances, Board Policies and these Policies and procedures with respect to their conduct as public officials involved in the procurement process. With regard to a Vendor, violation of the Black-Out Period is grounds for Disqualification or Debarment (section 1.7.32) from a pending Solicitation and from any future Solicitations with TCCD.

In the event that a Trustee has a concern over a process or procedure violation, the Trustee may take his or her concern directly to the Chancellor or to the Internal Auditor for determination of appropriate action.

In the event that an employee has a concern over a process or procedure violation, the employee may take his or her concern directly to the Chief Financial Officer or the Internal Auditor for determination of appropriate action.

Retaliation for good faith reporting of a process or procedure violation is strictly prohibited.

3.4. Violation of Ethical Standards and/or Policies

It is the responsibility of Procurement to report any violations of the Ethical Standards and/or policies herein to the Chief Financial Officer for determination of further disciplinary actions to be taken.

Prior to engaging in procurement activity, TCCD Employees must complete Ethics training as administered by Human Resources. Consultants must also sign a Conflict of Interest statement and Vendor Acknowledgement Form (the consultant and corporate management).

3.4.3. Vendors

Any Vendor who violates any of the Ethical Standards stated in these policies and procedures is subject to Debarment (section 1.7.32) and Disqualification from future procurement Solicitations. If TCCD has reasonable suspicion that a crime may have been committed related to procurement, TCCD shall report the evidence to the appropriate law enforcement agency or agencies for investigation and prosecution.

3.4.4. Collusion

Collusion is unethical and is expressly prohibited. Any TCCD employee who

suspects Collusion shall report the suspicion to the Director of Procurement and/or General Counsel. If TCCD has reasonable suspicion that a crime may have been committed, TCCD shall report the evidence to the appropriate law enforcement agency or agencies for investigation and prosecution. All TCCD employees shall be mindful of the possibility of Collusion and should be familiar with and use the following guidelines to detect Collusion in procurement at TCCD:

3.5. Procurement Process Generally

To avoid delays in the process and comply with TCCD policy and procedures and the law, Requesting Departments should remember the following:

3.5.1. Illegal Strategies

Purchasing strategies (procurement delivery methods) to avoid competition are illegal strategies. Strategies that are prohibited by law include: Component Purchases (purchasing components that would normally be purchased as a whole; section 1.7.21); Separate Purchases (purchasing items separately in a series of purchases that normally would be purchased as a single purchase; see section 1.7.88); and Sequential Purchases (purchases made over a period of time, or from different funding sources that normally would be one purchase; see section 1.7.89). According to Texas Education Code §44.032, making any one of these three types of purchases may be a crime and subjects employees to disciplinary action, up to and including termination of employment.

3.5.2. Unethical Conduct/Conflict of Interest

Avoid activities and behaviors that are unethical and create a Conflict of Interest or the perception of a Conflict of Interest. Examples of activities that are inappropriate include: soliciting or accepting gratuities of any kind (e.g. money, loans, gifts, favors) from present or potential Contractors which might influence or appear to influence a purchasing decision; failing to disclose in writing to the Director of Procurement potential Conflict of Interest and not removing yourself from the procurement process when there is a conflict; and disclosing Confidential Proprietary Information from Solicitations to other Vendors or using the information for personal gain.

3.5.3. Available Funds

Ensure funding is available before submitting a Purchase Requisition (section 1.7.80). The law does not allow expenditures that exceed budgets. It is the Requesting Department's sole responsibility to ensure that appropriate funding is available before initiating the process of purchase (section 5).

3.5.4. Proper Planning

Plan purchases to minimize the use of emergency (section 5.3.6) and expedited purchases. Rush purchases are generally more expensive and they delay other

Purchase Requisitions (section 1.7.80) already in the system. Vendors may attempt to charge premium prices for goods and services when there is insufficient time allowed to explore alternatives.

Lack of proper planning on the part of a department does not constitute an emergency from a Procurement perspective.

3.5.5. Procurement & Ethics Training

Ensure that purchasing policies and procedures are understood before ordering. Requesting Departments must ensure that all employees responsible for making purchase requests have read and understand the purchasing policies and procedures in this manual and further understand and acknowledge the consequences of noncompliance. It is the Requesting Department's responsibility to reach out to Procurement for training which will be provided upon request to the Director of Procurement. New employees are trained during orientation if their responsibilities include being involved in the purchasing process at TCCD.

Each employee must attend annual ethics training. A Statement of Compliance must also be executed by each employee annually. The state can be found at <https://inside.tccd.edu/procurement/forms-and-documents/#6-wpfd-procurement-procedures>

3.5.6. Receipt of Purchase

Each Requesting Department is responsible for individually receiving goods and services in most cases. Receiving is accomplished systematically through TCCD's Colleague System. The Requesting Department must systematically receive items procured by way of a PO (section 1.7.80) and only when items are actually physically received and not before. Systemic receipts are not required for goods or services purchased on a BPO (section 1.7.11) however; acknowledgement of services rendered is required by Accounts Payable before an invoice is paid. The receiving mnemonic in Colleague are PORC and PINQ. The act of receiving items against a PO before the goods or services arrive or are rendered is considered fraud and a breach of policy and ethics as described herein this section 3. Accounts Payable cannot release payment (section 1.7.55) to a Vendor unless the items ordered are systemically received. A manual, (CF-4), with instructions on how to receive products and services in Colleague is available from Procurement and issued to new employees during their orientation.

3.5.7. Board Approval Process

Board Policy (CF(LOCAL) <https://pol.tasb.org/Policy/Code/1097?filter=CFT>) Requires that all transactions and/or contracts that have a value of \$250,000 or greater, singly or in the aggregate per fiscal year, be approved by the Board. This shall include any contract/purchase order amendments that cause or may cause the total expenditure to exceed \$250,000. Upon recommendation of the Chancellor, the Board may authorize higher thresholds for specific indefinite-delivery-indefinite-quantity contracting pools that have been established through competitive process. All inter-

local agreements require Board approval.

The Board also delegates to the Chancellor of designee the authority to enter into any contract for the purchase of electricity provided that the term of any such contract does not exceed 120 months and sufficient funds have previously been budgeted for that purpose.

All inter-local agreements require Board approval.

Departments are encouraged to consider this additional step when planning a procurement that will be in excess of \$250,000 singly or in the aggregate. The Board of Trustees generally meets once per month. To have an item considered on a Board Agenda, the agenda item must be submitted as much as two weeks before the scheduled Board Meeting.

The General Counsel will advise the Requesting Department and Procurement of Board review requirements. All Contracts to be considered by the Board must be submitted to Procurement far enough in advance of the deadline for submission to the Board so that Purchasing will have time to review all relevant information including the method by which the procurement was made. If approved, Purchasing will then submit the request to be included on the next available Board agenda.

A Summary of Procurement (section 1.7.100) is prepared jointly between the Requesting Department and Procurement in a format acceptable to the Board.

Procurement will retain all related documents on file.

3.6. Unauthorized Transactions

3.6.1. Applicability

This procedure applies to all TCCD personnel directly or indirectly related to any purchasing transaction.

Procuring any goods or services, prior to obtaining proper authorization (section 1.7.34) through the Requisition Process, is considered to be an "unauthorized transaction," with the exception of properly authorized purchases made with and within the guidelines of the College-approved P-card program more specifically defined in section 4.3. This type of transaction directly violates established TCCD purchasing procedures and is a breach of ethics as defined herein this section. Any employee who places an order for goods and/or services without following the appropriate Requisition Process violates TCCD purchasing procedures. Except for procurement card transactions, the following officials have sole authority to obligate funds of the College District, following any required Board Approval:

- The Chancellor can obligate any amount
- The Chief Financial officer can obligate up to \$500,000

- The Director of Procurement can obligate up to \$50,000

Except for procurement card transactions, the College District shall assume no liability for payment of obligations undertaken in any other manner or by any other person.

The College District shall not enter into any contract with an employee to sell to or purchase from the employee or from a member of the employee's immediate family if the employee is involved or influential in the procurement process. The College District shall in no way do business with any employee acting as an individual, partner, sole proprietor, officer, or director of any firm.

No unit of the College District nor any employee of the College District shall enter into a contract with a vendor that offers commissions, fees, or any other inducements for the sole purpose of offering the vendor's products to the College District students.

College District employees shall not be permitted to make purchases for personal use through the College District.

Any Vendor who accepts an unauthorized order will be advised of this procedure and may jeopardize the ability to do future business with TCCD. The PO (section 1.7.79) and BPO (section 1.7.11) having the proper Approvals per TCCD's Delegation of Authority (section 15) are the only authorized vehicles for committing TCCD funds and authorizing a Vendor to proceed per the terms of the purchase.

3.6.2. Authority

Procurement is the only authorized department within TCCD to issue POs (section 1.7.79), BPOs (section 1.7.11) and Contracts (section 1.7.25) and each must be issued within the Delegations of Authority depicted in section 1.7.34. All purchases shall be made in compliance with the provisions listed in these procedures.

3.7. Standards for Certain Specific Purchases

3.7.1. Professional Services

The procurement of Professional Services is controlled by Government Code §2254.002 (Professional Services Procurement Act) and Education Code §44.031(f) (collectively, The Professional Services Codes). The Professional Services Codes define "professional services" as:

1. Within the scope of the practice, as defined by state law, of:

- accounting;
- architecture;
- landscape architecture;
- land surveying;
- medicine;

- optometry;
- professional engineering;
- real estate appraising; or
- professional nursing.

2. 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; or
- a registered nurse.

Education Code §44.031(f) further defines “Professional Services” as services of an Architect, Attorney, or Fiscal Agent.

Government Code §2254.003 provides the method for selection of a Professional services provider: A governmental entity may not select a provider of Professional services or a group or association of providers or award a Contract for the services on the basis of Competitive Bids submitted for the Contract or for the services, but shall make the selection and Award:

- on the basis of demonstrated competence and qualifications to perform the services; and
- for a fair and reasonable price.

TCCD may, at its option, Contract for Professional services rendered by a financial consultant or a technology consultant in the same manner.

3.7.2. Preference for Certain Agriculture and Landscaping Products

In accordance with Texas Education Code §44.042, if TCCD purchases Agricultural Products, it shall give preference to those produced, processed, or grown in Texas if the cost to TCCD is equal and the quality is equal.

If Agricultural Products produced, processed, or grown in Texas are not equal in cost and quality to other products, TCCD shall give preference to Agricultural Products produced, processed, or grown in other states of the United States over foreign products if the cost to TCCD is equal and the quality is equal.

If TCCD purchases vegetation for landscaping purposes, including plants, it shall give preference to Texas vegetation if the cost to TCCD is equal and the quality is not inferior.

In any event, TCCD shall not adopt product purchasing Specifications that unnecessarily exclude Agricultural Products produced, processed or grown in Texas.

3.7.3. Furniture

TCCD Furniture, Fixtures and Equipment (FF&E) specifications and standards are guidelines set by the Real Estate and Facilities Department to use as a guide for space allocation and Furniture options. The FF&E specifications and standards are to ensure that interior professionals will successfully specify Furniture in keeping with TCCD's minimum standards.

The purchase of Furniture at TCCD must be coordinated through the Manager of Interior Design

3. 8. Standards for Quality Assurance and Specifications

3.8.1. Purpose

This section establishes guidelines for the development and use of Specifications for any Persons preparing product/Service Specifications (except for Construction Services) for TCCD.

3.8.2. Special Definitions

For purposes of this section 3.8, the following special definitions apply:

3.8.2.1. Brand Name Specification

A Specification that is limited to one or more items by manufacturers' names and/or catalog numbers.

3.8.2.2. Brand Name or Equal Specification

A Specification that uses one or more manufacturers' names or catalog numbers to describe the standard of quality, performance and other characteristics needed to meet college requirements and which provides for the submission of equivalent or equal supplies.

3.8.2.3. Purchase Description

The words used in a Solicitation to describe the supplies or services to be purchased, including any performance, physical or technical requirements. Purchase descriptions and Specifications may be used interchangeably.

3.8.2.4. Qualified Products List (Approved Products List)

An approved list of supplies or services described by model or catalog number which, prior to Competitive Solicitation, TCCD Procurement, in consultation with Requesting Departments, has determined will meet applicable specifications and requirements.

3.8.2.5. Specification (Scope of Work)

A description of the physical, functional or performance characteristics or nature of a good(s) or service(s). A Specification includes, as appropriate, requirements for inspecting, testing or preparing a good(s) or service(s) for delivery. The purpose of a Specification is to serve as a basis for obtaining a good(s) or service(s) that will provide the Best Value (section 1.7.7) to TCCD and is provided to Procurement by the Requesting Department. Also known as Scope of Work.

3.8.3. General Responsibilities

The Requesting Department will prepare technical Specifications (Scope of Work) for supplies and Services. Terms, conditions and contractual provisions are the responsibility of Procurement.

The Director of Procurement, in consultation with the Requesting Department, or designee, may modify, alter or change Specifications to increase competition to improve quality or to ensure that Specifications are accurate, clear, unambiguous and non-restrictive.

3.8.4. Guidelines in Drafting Specifications

3.8.4.1. Functional or Performance Description

Specifications should, to the extent practicable, emphasize functional or performance criteria while limiting design or other physical descriptions to those necessary to meet the needs of TCCD. To facilitate the use of such criteria, Requesting Departments should endeavor to include as part of their purchase requests the principal functional or performance needs to be met and consider the use of an RFI in the development of Specifications.

3.8.4.2. Commercially Available Products

It is the general policy of TCCD to purchase standard commercial products whenever practicable. In developing Specifications, accepted commercial

standards should be used, and unique requirements should be avoided to the extent practicable.

3.8.4.3. Purchase Description or Specification (scope of work)

The purchase description or Specification should include the essential physical and functional characteristics necessary to express the minimum requirements of TCCD, such as:

1. common nomenclature;
2. kind of material (type, grade, class, alternatives, and the like);
3. electrical data, if necessary;
4. dimensions;
5. size or capacity;
6. principles of operation;
7. environmental conditions;
8. intended use, including location, operating conditions and acceptable product levels within the range of products available in the commercial marketplace;
9. equipment with which the item is to be used; and
10. other pertinent information that further describes the supply or service required.

A specification cannot be structured with the intent to restrict or lessen competition.

3.8.4.4. Alternate Specification

A Specification may provide an alternate description of supplies or services where two or more design, functional or performance criteria will satisfactorily meet TCCD's requirements.

3.8.4.5. Contractual Terms - Not to be Included

Specifications must not include any Solicitation or Contractual Terms or Conditions, such as the time or place for the Bid opening, time of delivery, payment, liquidated damages, or qualification of Bidders. These clauses should be included in the appropriate sections of the bid package (instructions to Bidders and terms and conditions) by Procurement.

3.8.4.6. Use of Existing Specifications

If a Specification for a common or general use item has been developed, or if a qualified products list has been developed for a particular supply or Service, it must be used unless the Director of Procurement or the director of the Requesting Department makes a determination that it is not in TCCD's best interest and that other Specifications should be used.

3.8.4.7. Brand Name or Equal

Brand name or equal Specifications may be used when it is determined that:

- no other design or performance Specification or qualified products list is available;
- time does not permit the preparation of another form of purchase description not including a brand name;
- the nature of the product or the nature of TCCD's requirements makes use of the brand name or equal Specification suitable for the procurement;
- the use of brand name or equal Specifications is in TCCD's best interest;
- a brand-name Specification cannot be used with the intent to restrict or lessen competition.

3.8.4.8. Designation of Several Brands

Brand name or equal Specifications should designate three, or as many different brands as are practicable, as "or equal" references and must state that substantially equivalent products to those designated will be considered for award.

3.8.4.9. Qualified Products List

A qualified products list may be developed when testing or examination of supplies prior to issuance of the solicitation is desirable or necessary in order to best satisfy TCCD's requirements.

When developing a qualified products list, a representative group of potential Suppliers must be solicited in writing to submit products for testing and examination to determine acceptability for inclusion on a qualified products list. Any potential Supplier, even though not solicited, may offer his product for consideration.

Inclusion on a qualified products list must be based on results of tests or examinations conducted in accordance with prior published requirements.

3.8.4.10 Use of Request for Information (RFI)

With market development for products constantly changing and improving, as well as technology advances, departments are encouraged to use the RFI process to solicit information from prospective Vendors in developing Specifications. An RFI can be issued with a broad description of the need to allow Vendors to propose specific solutions. No pricing will be included in this process. Once potential solutions are evaluated, the department can develop Specifications from the information gathered and then proceed to an IFB or RFP. This process can ensure we are seeking Bids or Proposals on current products and technology.

3.9. Standards for Handling Mistakes in Bids/Proposals

3.9.1. General

Throughout this section 3.9, the terms "Bid," "Proposal," and "Qualifications statement" are synonymous. Minor informalities are insignificant omissions or nonjudgmental mistakes that are matters of form rather than substance, evident from the Bid or Proposal document, with a negligible effect on price, quantity, quality, delivery, or contractual conditions that can be waived or corrected without prejudice to other Bidders or Offerors. Correction or withdrawal of a Bid because of an inadvertent, nonjudgmental mistake or minor informality in the Bid requires careful consideration to protect the integrity of the competitive bidding system and to ensure fairness. Bid correction or withdrawal by reason of a nonjudgmental mistake is permissible, but only to the extent it is not contrary to the interests of TCCD and the fairness of the process and other Bidders. If the mistake is attributable to an error in judgment, the Bid may not be waived or corrected. An example of an error in judgment would be failure to consider all requirements of the solicitation and submitting an inaccurate price. Judgment regarding what constitutes an error resides with the Director of Procurement.

3.9.2. Mistakes Discovered Before Opening

A Bidder (section 1.7.9) may correct mistakes discovered before the time and date set for Bid opening by withdrawing the Bid, correcting it and resubmitting before the published deadline.

3.9.3. Confirmation of Bid

If the SRT (section 1.7.96) knows or has reason to conclude that a mistake has been made by a Bidder, Procurement should request that the Bidder confirms the Bid or Proposal. Procurement is not required to request all other Bidders to confirm their Bid or Proposal. Failure to request all Bidders confirm their Bid or Proposal shall not void the procurement of goods or services. Situations in which confirmation should be requested include obvious, apparent errors on the face of the Bid or a Bid unreasonably lower than the other Bids submitted. If the Bidder alleges mistake, the Bid may be corrected or withdrawn if the conditions are met as set forth in the subsections which follow:

3.9.4. Mistakes Discovered After Opening but Before Award

Mistakes (in the judgment of the Director of Procurement) in Bids discovered after the time and date set for Bid opening but before award shall be handled in the following manner:

3.9.4.1. Minor Informalities

Minor informalities are matters of form rather than substance evident from the Bid document, or insignificant mistakes that can be waived or corrected without prejudice to other Bidders; that is, the effect on price, quantity, quality, delivery or contractual conditions is negligible. A request to withdraw a Bid after the Bid opening must be made within three (3) business days after Bid opening, and supported in writing. The Director of Procurement shall waive such informalities or allow the Bidder to correct them, depending on what is in the best interest of TCCD.

Examples include the failure of a Bidder to:

- return the number of signed Bids required by the invitation for Bids;
- sign the Bid, but only if the unsigned Bid is accompanied by other material indicating the Bidder's intent to be bound; or
- acknowledge receipt of an addendum to the invitation for Bids, but only if:
 - it is clear from the Bid that the Bidder received the addendum and intended to be bound by its terms; or
 - the addendum involved had a negligible effect on price, quantity, quality or delivery.

3.9.4.2. Mistakes Where Intended Correct Bid is Evident

If the mistake and the intended correct Bid are clearly evident on the face of the Bid document, the Bid shall be corrected to the intended correct Bid and may not be withdrawn. Examples of mistakes that may be clearly evident on the face of the Bid document are typographical errors, errors in extending unit prices, transposition errors and mathematical errors, unit prices placed in the extended amount column, and failure to return an addendum provided there is evidence that the addendum was received. When an error is made in extending total prices the unit Bid price will govern. Under no circumstances will a unit Bid price be altered or corrected unless it is obvious that a unit price is submitted in a different unit of measure than shown on the Bid form and the Bidder's extended total verifies that the unit Bid price was submitted using a wrong unit of measure, then the unit price may be changed to correspond with the correct unit of measure.

3.9.4.3. Mistakes Where Intended Correct Bid is Not Evident

A Bidder may be permitted to withdraw a low Bid if:

- a mistake is clearly evident on the face of the Bid document but the intended correct Bid is not similarly evident; or
- Bidder submits proof of evidentiary value which clearly and convincingly demonstrates that a mistake was made.

3.9.5. Mistakes Discovered After Award

Mistakes shall not be corrected after Award of the Contract (section 1.7.25) except where the Director of Procurement makes a written determination that it would be unconscionable not to allow the mistake to be corrected. A mistake in a Bid or Proposal discovered after the Award does not relieve the Contractor from performance in accordance with the Contract Award. The Bidder or Offeror must submit evidentiary proof of value which clearly and unequivocally substantiates a mistake has been made. If the terms of the Contract permit modification of the Contract price, no correction may be permitted which would cause the Contract price to exceed the next low Bid or, result in another Proposal being determined to be the most

advantageous.

3.9.6. Determinations Required

When a Bid or Proposal is corrected or withdrawn, or a correction or withdrawn is denied, the Director of Procurement will prepare a written determination showing what relief was granted or denied in accordance with these rules and deliver the written determination to the Bidder.

4. PURCHASE REQUISITION PROCESSING

4.1. General Requirements

4.1.1. Purpose

To establish and maintain procedures for the initiation, authorization and processing of Purchase Requisitions (section 1.7.80) to procure goods and services.

4.1.2. Scope

The provisions of this procedure apply to all employees of TCCD authorized to initiate, approve and process Purchase Requisitions (section 1.7.80).

4.1.3. Responsibility

The initiator of the Purchase Requisition (section 1.7.80) is responsible for providing all pertinent information about the items or Services to be procured including but not limited to scope and estimates (section 1.7.95). Budget authorities are responsible for ensuring budget availability prior to creating Purchase Requisitions.

Procurement will be responsible for acquiring goods and services per Specifications and information referenced in the Purchase Requisition and as referenced in the required Supporting Documentation (section 1.7.96) to the Purchase Requisition (section 5). If a Purchase Requisition is of an urgent nature (section 5.3.6), notify Procurement immediately. Procurement will convert Purchase Requisitions to POs or BPOs from receipt of an outstanding Purchasing Requisition provided all Supporting Documentation (section 1.7.96) is in good order (section 1.7.94) and Approvals (section 1.7.34) are received.

Quotes obtained by a Requesting Department may be attached to the requisition in the TCC Marketplace with Specification sheets, if applicable, clearly referencing the appropriate Purchase Requisition number on all such Supporting Documentation (section 1.7.96).

4.1.4. TCC Marketplace Requisition Approval Workflow

Purchase Requisitions (section 1.7.80) will be processed through the TCC Marketplace and forwarded to Procurement for placement of a PO (section 1.7.79) or BPO (section

1.7.11), whichever may be appropriate. All Purchase Requisitions will be processed and verified by the Requesting Department, ensuring that the required Approvals (section 1.7.34) and accounting codes are included.

The TCCD website has instructions on creating Purchase Requisitions at <https://inside.tccd.edu/procurement/forms-and-documents/#8-wpfd-tcc-marketplace>

Delegation of Authority: All Purchase Requisitions will be approved according to the Delegation of Authority in section 15.

Contract Approval Process: Contracts will be approved with a Purchase Requisition created by the Requisitioning Department and in the approval process.

4.2 Purchase Orders

POs (section 1.7.79; 1.7.11) are generated by Procurement through the TCC Marketplace upon receipt of proper Requisition approvals.

4.2.1. Types of Purchase Orders

4.2.1.1. Purchase Orders

See section 1.7.79.

4.2.1.2. Blanket Purchase Orders

See section 1.7.11.

4.2.2. Purchase Order Follow-Up and Return of Goods

4.2.2.1. Responsibility

The Requesting Department reviews and monitors POs (section 1.7.79) for delivery and receipt of merchandise, including resolution of order discrepancies and/or damages. The Requesting Department is also responsible for the systemic receipt of products and services received in Colleague (section 3.5.6).

4.2.2.2. Cancellation/Modification of Purchase Orders

A PO (section 1.7.879; 1.7.11) confirms the existence of a Contract (section 1.7.25) between TCCD and the Vendor (section 1.7.101). Consequently, a PO cannot be modified or cancelled unilaterally. Upon receipt of a request to modify or cancel an order, the Requesting Department should initiate a Change Order Request the TCC Marketplace. Generally, a Vendor will agree to a request for cancellation if the item(s) have not been shipped. The Requesting Department may be held

responsible for any material shipped by a Vendor or for any costs incurred prior to cancellation. Occasionally, the payment of a restocking fee may be assessed.

4.2.2.3. Return of Goods

Merchandise to be returned to suppliers or manufacturers for adjustment or credit

should be coordinated with Procurement. The actual return of the merchandise is the responsibility of the Requesting Department, as well as notifying Procurement of any changes to the original Purchase Order (section 1.7.79).

The Vendor is under no obligation to accept a return of items shipped according to the Purchase Order (section 1.7.79), except if, the item is damaged and the damage is reported within three business days. Agreement from the Vendor to accept a return is not automatic and a restocking fee may be incurred. Such fees will be charged to the Requesting Department.

4.3 Procurement Card (PCard; Purchasing Card)

TCCD utilizes a Purchasing Card Program (the "Program"). This section will assist in the administration of the Program ("Policy"). You may be selected by your manager to receive the Purchasing Card ("PCARD") based upon job responsibilities that require the purchase of goods and services or travel within the guidelines of this Policy in which case an application must be completed. The PCARD application is located on the front page of TCC Marketplace.

More detailed guidelines relevant to the use of a college PCARD are available in the **Procurement Card Guidelines** and can be found on the College Intranet (insideTCC).

The Program is designed to reduce if not eliminate the use of Petty Cash (section 4.5) and other administrative costs while increasing the purchase efficiency of relevant goods and services.

Tarrant County College District receives a single consolidated monthly statement from JPMorgan/MasterCard, paid by a single electronic payment.

PCARD purchases are controlled by Merchant Category Code (MCC) restrictions. If a PCARD is declined for any particular purchase, you should contact the PCard Administrator immediately.

Procurement, in conjunction with TCCD policy, will apply spending limitations and compliance requirements to each PCARD, and therefore, to the PCARD holder when it is issued. The compliance requirements and maximum spending limitations are based upon actual transaction dates (not posting dates) and are as follows:

1. No single transaction \geq \$1500
2. No daily transactions > no limit
3. No daily transactions > \$3,000 in total
4. No monthly transactions > no limit
5. Monthly expenditure must be \leq \$5,000
6. Any exceptions to the limits listed above must be approved by the Director of Procurement prior to the transaction. Exceptions approved by the Director of Procurement are limited to the purchasing authority vested in that position (\$50,000)

Exceptions above that amount will require additional approval of the Chief Financial Officer. Requests must be submitted via email to the PCard Administrator and must include at a minimum, the following information:

- The business reason and/or justifications for the request.
 - The amount of the transaction
 - Vendor
7. Do not pay Texas State sales tax – TCCD is tax exempt; you will need TCCD's tax exemption number and/or form at the point of purchase (<https://inside.tccd.edu/procurement/forms-and-documents/#11-wpfd-tax-exemption-forms>)
 8. You must submit complete expense reports on time (details on how to submit this report will be provided to you by Procurement upon PCARD application receipt. Effective October 1, 2018, all PCARD transactions will be processed through the Concur system. Procurement will issue a monthly email reminder to all PCard- holders regarding the required expense report and when it is due.

The cardholder, the cardholder's Supervisor and the PCARD Administrator will monitor spending and compliance with the Policy by reviewing transactions within the Concur system.

Expense reports are created and submitted monthly by using the TCCD SAP Concur Expense Management System. Cardholders are responsible for verifying that the GL numbers provided in the expense reports within Concur are correct and have sufficient funds. Approvers having budgetary responsibility need to ensure the financial integrity of each transaction and GL account, as this is not Procurement's responsibility.

Cardholders are required to attend Concur Training and sign a Procurement Cardholder Agreement prior to being issued a PCARD.

Your Signature on the PCARD application indicates that you understand the Program and agree to adhere to all guidelines and compliance requirements.

The Program is **NOT** intended to avoid or bypass appropriate purchasing or payment procedures. Rather, the Program is a benefit that complements the existing purchasing process. Company funds are committed each time the PCARD is used. As a result, the cardholder is acting as an agent of TCCD. Use of the PCARD does not impact a Cardholder's personal credit in any way.

Under no circumstance should a cardholder use the PCARD for personal reasons even if there is a full intention to reimburse TCCD for the expense. Doing so may cause immediate revocation of PCARD privileges and constitutes a breach of ethics as outlined in section 3 herein.

Should the PCARD get lost or stolen, or if fraud is expected, the PCARD holder must contact JPMorgan Chase (800-316-6056) and Procurement (817-515-1505) immediately.

The PCARD must be surrendered to Procurement upon retirement, termination or request of an authorized representative of TCCD.

RESTRICTIONS ON P-CARD USE:

- Do not purchase “promotional items” unless expressly approved by the Director of Procurement.
- Do not use the P-Card for personal reasons.
- Do not pay Texas State sales tax.
- Do not process cash advances.
- Do not use for entertainment.
- Do not purchase capital items (fixed assets).
- Do not purchase technology-related items without first obtaining approval from the Technology Review Board using the TCC Technology Request Form.
- Do not purchase alcohol.
- Do not purchase gifts for faculty, students or employees.
- Do not purchase holiday decorations.
- Do not purchase any product or service where there will be payment installments or recurring charges of any kind.
- Do not share your card with others, give your PCard number to others to use, or send your PCard number by email or fax to anyone

MISUSE OR ABUSE OF THE CARD

If a Cardholder is not responsible enough to purchase within the covenants herein and within the spending limits assigned, it will be considered misuse and/or abuse and may also constitute a breach of ethics as outlined in section 3 herein.

If any such violation is found, Procurement will report the violation to Chief Financial Officer (section 3.6). Procurement will deactivate the card until such time as a determination is made by Chief Financial Officer to reinstate the card.

The Cardholder and Cardholder’s Supervisor will be notified of infractions (non-compliances) by Procurement.

If FRAUD (by the PCard-holder) is detected, the following steps will be taken:

- Immediate cancellation of the PCard.
- Removal of the Cardholder’s buying authority.
- Report of Fraud violation to Chief Financial Officer and/or Police Department and Human Resources.

4.4. Intentionally omitted

4.5. Petty Cash

Use of Petty Cash is limited to \$25. Do not request multiple reimbursements when out-of-pocket cost exceeds \$25. Petty Cash is not a substitute for normal purchasing protocol and should not be used for travel or mileage reimbursement. If a purchase will exceed \$25, it should be processed through the normal purchasing processes herein.

Provided use of the P-Card is compliant per section 4.3 above, the P-Card can be used for procurement < \$25.

The Purchase Requisition process (section 4) is an additional avenue to purchase within the < \$25 threshold.

4.6. Procurement Process for Specific Dollar Limits

4.6.1. Less than or Equal to \$10,000 ($\$0 \leq \$10,000$)

For Purchases made directly from an approved catalog within the TCC Marketplace, it is not necessary to request and/or provide a quote as back-up for the purchase. One documented quotation is required for any non-catalog order and must be attached to the requisition. The Requisitioning Department is authorized by Procurement to obtain a single quote. The quote must be in writing and must come directly from the Vendor (Vendor letterhead or email account). If the quote (Proposal) requires a TCCD Signature, the Signature must be as determined in TCCD's Delegation of Authority as depicted in section 15 herein. Although only one quote is required, selection of the Vendor must still be approved and communicated by Procurement. It is a breach of policy and ethics for any employee outside of Procurement to communicate to a Vendor that an award is to be rendered (section 3).

Requisitioning Departments must exercise best efforts to include HUB firms when soliciting quotes (section 1.7.61.). Procurement can provide HUB sources for consideration.

Other methods of purchase in this spend category include:

- Inter-local Agreement (consortium, co-op, list not all-inclusive – see section 1.7.51 and section 6 herein):
 - Department of Information Resources (DIR)
 - Texas Cooperative Purchasing Network (TCPN)
 - Texas Multiple Awards Schedule (TXMAS)
 - US Communities
 - Buy-Board
 - City of Fort Worth
 - Houston/Galveston Area Council (HGAC) or

- Sole Source (section 1.7.92).
- Selection (with proper justification) from the JOC (Job Order Contracting) Pool (section 1.7.56).
- Selection (with proper justification) from the IDIQ (Indefinite Quantity/ Indefinite Delivery) Pool (section 1.7.49).
- P-Card (section 4.3).
- Petty Cash (section 4.5).
- Professional Service Agreement (PSA – section 4.6.1.1 below).

4.6.1.1. Hiring Individuals – Professional Service Agreements (PSA)

This process is utilized when hiring lecturers, presenters, consultants, musicians, actors and the like for services $\$0 \leq \$10,000$. A Professional Service Agreement (PSA) Form (found at <https://inside.tccd.edu/procurement/forms-and-documents/#6-wpfd-procurement-procedures>) must be completed as Supporting Documentation (section 1.7.96) to a Purchase Requisition (section 1.7.80 and section 4) and signed by at least a vice president, associate vice chancellor, director or dean (per Delegation of Authority defined in section 15). The PSA is for individuals, not companies. Students and employees may not be hired through the use of a PSA.

Upon approval of the PSA, a BPO/PO (section 1.7.11) will be generated by Procurement to facilitate payment (section 1.7.67) to the Service provider. The Service being requested must not be rendered until after Procurement has processed the BPO/PO. The PSA is not an authorization to proceed. Advising an individual to proceed before a signed BPO is released by Procurement is a breach of policy and ethics (section 3).

The PSA can be found at <https://inside.tccd.edu/procurement/forms-and-documents/#6-wpfd-procurement-procedures>

It is not necessary to submit a Contract Approval Router (CAR) Form (section 1.7.27) for a PSA.

4.6.2. Greater than \$10,000 and less than \$50,000 ($>\$10K \leq \$50K$)

Procurement methods for $> \$10,000 \leq \$50,000$ include the following:

Obtaining at a Minimum Two (2) Written Quotes

4.6.2.1. Requisitioning Department Responsibilities

- The Requisitioning Department is authorized by Procurement to obtain two quotes (minimum) associated with purchases $\$10K \leq \$50K$.
- Quotes must be in writing and must come directly from the Vendor (Vendor

letterhead or Vendor email account).

- Identical products/Services must be quoted from each Vendor to facilitate a like to like comparison; if Procurement determines that a like to like comparison is not possible, the quotes will be returned to the Requisitioning Department so that appropriate clarity can be obtained.
- The same requirements/Specifications must be communicated to each Vendor through which quotations are being obtained (use of a template is recommended).
- No unfair advantage can be orchestrated to any participating Vendor. All Vendors must be dealt with equally.
- The awarded quote, proposal or the like can only be signed as determined by TCCD's Delegation of Authority (section 15).
- Requisitioning Departments must exercise best efforts to include Historically Underutilized Business Enterprises (HUB) when soliciting quotations (section 1.7.61); Procurement can provide potential HUB sources for consideration.

4.6.2.2. *Supplier Selection Process*

When more than one quote is required and the exact products or services are available through multiple sources, the Supplier to receive the Award is selected based on the following priority:

1. Low bid
2. Historically Underutilized Business Enterprise (HUB) (section 1.7.61; section 12)
3. Local source (Tarrant County or the eight adjacent counties)

For example, given two identical low bid quotes, if one of those Vendors is a certified HUB, that Vendor would receive the award.

Otherwise, the recommendation to select a particular Supplier is based on "Best Value" (section 1.7.7) to the District, provided there is appropriate documented justification for the recommendation.

The Requisitioning Department may communicate with Vendors while obtaining quotations. However, only Procurement can advise a supplier of Award or non-Award as that is a formal commitment to enter into a business arrangement. It is a breach of policy and ethics (section 3) for anyone outside of Procurement to communicate to a supplier(s) that an Award is to be rendered. Inquiries regarding the status of a quotation review must be referred to Procurement. Phone calls to Procurement regarding order status are not accepted.

Other methods of purchase in this spend category include:

- Inter-local Agreement (consortium, co-op, list not all-inclusive – see section 1.7.52 and section 6 herein):
 - Department of Information Resources (DIR)
 - Texas Cooperative Purchasing Network (TCPN)
 - Texas Multiple Awards Schedule (TXMAS)
 - US Communities
 - Buy-Board
 - City of Fort Worth
 - Houston/Galveston Area Council (HGAC)
 - As well as any additional approved Cooperative or
- Sole Source (section 1.7.92), or
- Selection (with proper justification) from the JOC (Job Order Contracting) Pool (section 1.7.56), or
- Selection (with proper justification) from the IDIQ (indefinite Quantity/Indefinite Delivery) Pool (section 1.7.49).
- Purchases directly from all approved catalogs within the TCC Marketplace are on various cooperative agreements and do not require quotes.

Procurement may determine that a Sealed Competitive Bid process (section 5) is necessary to stimulate appropriate price competition for purchases that are less than \$50,000 but greater than \$10,000, and this avenue will be taken should Procurement determine it to be in the best interest of the District.

4.6.3. Greater than \$50,000 (> \$50,000)

Procurement methods for > \$50,000 include:

4.6.3.1. The Formal Sealed Competitive Bidding Process – RF(X); IF(X)

- Procurement is responsible for all aspects of the process for: IFB (section 1.7.53), IFP (section 1.7.54), RFP (section 1.7.82), RFQ (section 1.7.84) and controls the timeline.
- The timeline from beginning to end is approximately 30 calendar days (planning purposes only) as depicted in section 5.3.
- The IF(x) or RF(x) is advertised in a local newspaper (*Commercial Recorder*) for one day each week for each of two consecutive weeks.
- Bids cannot be received earlier than two weeks (minimum) after the last advertised date in the *Commercial Recorder*, without exception.

- Procurement will post the IF(x) or RF(x) on the TCCD website at www.tccd.edu/bids.
- Direct invitations for certain Vendors to participate in an RF(x) are provided to Procurement by the Requesting Department and subsequently sent to the Vendors, by Procurement via email; HUB Vendors must be a strong consideration in this process (section 1.7.61; section 12).
- Invitations are sent by Procurement to all local Chambers of Commerce by Procurement to facilitate HUB participation.
- TCCD is not obligated to advise suppliers of “non-selection” except when requested to do so by the Supplier(s), in writing.
- There is to be no interaction, written or verbal, between the Requesting Department and Suppliers (Black-Out Period – section 1.7.10); doing so is a breach of District policy and ethics (section 3).
- Any breach of the IF(x) or RF(x) process will result in cancellation of the IF(x) or RF(x), requiring a new event starting from the inception phase.
- Procurement is the sole interface with Suppliers during a RF(x) event from inception through Award.
- Providing the Scope of Work and/or Specifications (section 1.7.94) required for the RF(x) is the responsibility of the Requesting Department in an acceptable standard as required by the industry.
- The Scope of Work and Specifications provided must be generic and not provided by a Supplier.
- Procurement must approve the content of the Scope of Work or Specification before it is integrated into the RF(x) package.

4.6.3.2. *Supplier Recommendation*

When a Vendor selection is made, and, inherent to other selection criteria depicted, TCCD may consider (in accordance with Section §44.031(b) of the Texas Education Code) the following in evaluation:

- The purchase price,
- The reputation of the Supplier and of the Supplier’s goods or services,
- The quality of the Supplier’s goods or services,
- The extent to which the goods or services meet the District’s needs,
- The Supplier’s past relationship with the district,
- The impact on the ability of the District to comply with laws and rules relating to historically underutilized businesses; HUBs,

- The total long-term cost to the District to acquire the Supplier's goods or services,
- Warranty when applicable,
- 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 Supplier or the Supplier's ultimate parent company or majority owner (a) has its principal place of business in Texas; or (b) employs at least 500 people in Texas,
- Any other relevant factor specifically listed in the RF(X) (e.g. Scope of Work, Specifications, schedule).

The criteria used for selection must be determined in advance of a RF(X) or (IF(X) released and each assigned a "weight," all of which shall total 100%. The aforementioned criteria and associated weights are published in the RF(x) when it is released so that participants know exactly how TCCD will assess Proposals/Bids received.

If a parameter (such as length of warranty) is not delineated specifically in the RF(x) as a component that will be considered (choosing one supplier over another because one offers a one-year warranty and the other a three-year warranty) in the selection process, it cannot be a factor in selecting one Vendor over another.

4.6.3.3. Supplier Recommendation Team (SRT)

The SRT will be approved by Procurement at the inception of the process and may include the following representatives:

- Technical (Requesting Department)
- Commercial (Procurement)
- HUB (Procurement)
- Financial (Finance)
- Other, as necessary (TCCD third party with no stake in the process/Vendor selection)

Members of the SRT must be TCCD employees. Consultants (see sections on Consultants) may provide subject matter guidance and feedback for consideration, but may not actually score unless doing so is contractually part of their Scope of Work and they have executed, a Conflict of Interest Form specific to the solicitation they are participating in.

4.6.3.4. Supplier Recommendation Approval

Supplier recommendation approval is a review of the process to ensure overall compliance. Provided the process was thorough and compliant, the Supplier

recommendation presented by the SRT to the Director of Procurement is likely to be endorsed. The Purchasing Manager will present the recommendation of the SRT to the Director of Procurement.

Should the initiative require Board approval, a Summary of Procurement (Sec 1.7.102) will be prepared jointly between Procurement and the Requesting Department. The Requesting Department will take an action to place the initiative on the Board Agenda only after Procurement has signed off on the Summary of

Procurement. The Requesting Department will present the agenda item to the Board and, if necessary, answer any questions related to the project/procurement. Procurement will answer any questions from the Board in regard to the procurement method utilized, if necessary.

Procurement will keep all documents associated with the initiative in its file.

Board approval is required on all purchases that exceed \$250,000 singly or in the aggregate, whether they have been through a formal Solicitation process, are from an Inter-local Agreement, JOC Contract, IDIQ Contract, or sole source.

Other methods of purchase under this spend category (> \$50,000) include:

- Inter-local Agreement (consortium, co-op, list not all-inclusive – see section 1.7.52 and section 6) (limited to \$250,000 unless approved by the Director of Procurement)
 - Department of Information Resources (DIR)
 - Texas Cooperative Purchasing Network (TCPN)
 - Texas Multiple Awards Schedule (TXMAS)
 - US Communities
 - Buy-Board
 - City of Fort Worth
 - Houston/Galveston Area Council (HGAC)
 - As well as any previously approved cooperative agreement or
- Sole Source Item Or Service (section 1.7.92), or
- Selection (with proper justification) from the JOC pool (section 1.7.56), or
- Selection (with proper justification) from the IDIQ pool (section 1.7.49)

PROCUREMENT METHODS BY \$ AMOUNTS

PROCUREMENT METHOD	PROCUREMENT REQUIREMENTS	Board Approval
One Written Quote	\$0--\$10K	N/A
Two Written Quotes	\$10K--\$50K	N/A
Formal RFQ/RFP	=/>\$50K	=/>\$100K
Sole Source	>\$5K	=/>\$100K
Inter-local Agreements	\$0--\$100K	=/>\$100K
Job Order Contract (JOC)	\$0--\$500K	=/>\$100K
Indefinite Delivery/Indefinite Quantity (IDIQ)	\$0--\$500K	=/>\$100K

5. COMPETITIVE SOLICITATION

5.1. Procurement Methods in State Law

Under Texas Education Code 44.031, except as otherwise provided in Subchapter B of Chapter 44, Texas Education Code, all TCCD Contracts, except Contracts for the purchase of produce or vehicle fuel, valued at \$50,000 or greater in the aggregate for each 12-month period shall be made by the method, of the following methods, that provides the Best Value (section 1.7.7) to TCCD:

- Competitive Bidding;
- Competitive Sealed Proposals (section 4.6.3);
- a RFP (section 1.7.82) or IFP (section 1.7.54), for Services other than Construction Services (except it may be used in the one-step process of selecting a Construction Manager at Risk);
- an Inter-local Contract (section 1.7.52);
- a Design/Build Contract (section 1.7.35);
- a Contract to construct, rehabilitate, alter, or repair Facilities that involves using a Construction Manager;
- a JOC (section 1.7.56) for the minor Construction, repair, rehabilitation, or alteration of a Facility (section 1.7.56);
- the reverse auction procedure as defined by Section 2155.062(d), Government Code; or
- the formation of a political subdivision corporation under Section 304.001, Local Government Code.

5.2. Required Factors

Under Texas Education Code 44.031, except as otherwise provided in Subchapter B of Chapter 44, Texas Education Code, in determining to whom to award a Contract, TCCD shall consider:

- the purchase price;
- the reputation of the Vendor and of the Vendor's goods or Services;
- the quality of the Vendor's goods or Services;
- the extent to which the goods or Services meet TCCD's needs;
- the Vendor's past relationship with TCCD;
- the impact on the ability of TCCD to comply with laws and rules relating to historically underutilized businesses or HUBs;

- the total long-term cost to TCCD to acquire the Vendor's goods or Services; and
- any other relevant factor specifically listed in the RFP.

5.3 Procedure for Receipt of Electronic Sealed Bids

SUMMARY: This procedure will apply to sealed bids and proposals that are estimated to cost \$50,000 plus, or the sealed bid/proposal dollar levels as defined by current State law or Board Policy. This procedure is 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.

<i>Responsible Staff</i>	<i>Procedure</i>
Purchasing Staff	Places solicitation notice advertisements as required by State law. A notification will be added to the solicitation advertisement stating vendors may submit responses electronically through the electronic bid system, listing the appropriate address.
Purchasing Staff	Will prepare the solicitation document within the system and add commodity codes, which will automatically select vendors to receive notification of the solicitation based on the commodity codes. Vendors that are not registered in the system may be manually added prior to or after issuance of the solicitation. The system will send an email notification to all vendors that have been added. The email notification will include a link to the solicitation.
Vendor	Can view the solicitation details without being registered in the system. Must register in order to download full bid documents, and submit the solicitation electronically. Must provide all required information in the system and upon completion will submit the response electronically. If all required information is not provided, then the vendor will receive an error message that tells them what they still need to complete. Upon successful submission of the response, the vendor will receive a message and an email receipt indicating that their response has been submitted. Vendors may amend their response before the official date and time of the bid deadline. Vendors are encouraged to submit responses to solicitations online, as online submission will eliminate errors and unnecessary work and is more environmentally friendly.
Purchasing Staff	Only a password-enabled purchasing employee will be able to unseal the electronic responses and only at the established closing time and date. The electronic system used is locked and cannot be unsealed until the date and time indicated. The date and time can be extended, if needed.
System	A bid tabulation will automatically be populated by the system and available for public viewing after being unsealed by a purchasing staff member. Request for Proposal pricing and content remains confidential until after award of the contract.
Buyer	Will read aloud all electronic bid responses successfully submitted by closing time and date to interested parties that may be present. Vendors can view the bid tabulation from any web browser without having to attend a bid opening. Any manual responses received will not be readily available on the bid tabulation. Manual responses will be added by the Buyer.

System	Will post recap electronically as appropriate with the following statement being included as an attribute in the bid document: <i>All bids submitted electronically for the designated project will be reflected on bid tab sheets available for download upon closing of the bid. The listing of a bid on these tabulation sheets should not be construed as a comment on the responsiveness of such bid or as any indication that the District accepts such bid as responsive. Bids submitted manually will not be reflected in the online bid tabulation. The District will notify the successful bidder upon award of the contract. Request for Proposal pricing and content shall remain confidential until after award of the contract.</i>
Purchasing Staff/Buyer	Makes the award of the contract within the system, which sends an email notification to the awarded and non-awarded vendors. The award information is available publicly through the system.

5.4. Timetable

Approximate timetable for IFB (section 1.7.53), IFP (section 1.7.54), RFP (section 1.7.82) and/or RFQ (section 1.7.84) processing is as follows:

- Bid packet preparation once all information is provided to Procurement: 1 week
- Bid advertisement and posting: **thirty (30) calendar days**
- Bid opening, evaluation, award preparation: one week
- If Board must review the selection: **scheduled Board Committee meeting following bid opening date**
- Approximate Total: **Minimum eight weeks**

5.4.1. Invitation for Bid/Request for Quote

TCCD does Competitive Bidding through an IFB (section 1.7.53) or RFQ (section 1.7.84).

5.4.1.1. Development of Specifications (Scope of Work)

Specifications (section 1.7.94) will be developed and documented by the Requesting Department. Specifications, both descriptive and technical, will be written in a clear, specific manner, providing as much information as is required for a Supplier/Vendor to identify the goods and/or Services being Bid. Requestors may also ask procurement for assistance in Specification development. Specifications should comply with the guidelines in section 3.8, Standards for Quality Assurance and Specifications.

5.4.1.2. Bid Packet

A Bid packet will be prepared by Procurement. The Bid packet shall contain, at a minimum, but not limited to the following sections:

- Invitation for Bid (section 1.7.53) or Request for Quote (section 1.7.84)
- General Conditions
- Instructions to Bidders
- Bid Award Form
- Certification and Disclosure Statement
- Bid Sheet for Price and Other Factors
- Specifications (section 1.7.94)

5.4.1.3. Vendor List

The Requesting Department will supply a list of suggested Vendors if available. All Vendors qualified to provide the Commodity (section 1.7.17) or Service that is being Bid are to be invited to participate in the Bid process. Consideration of HUB Vendors is paramount in this process (section 1.7.61).

5.4.1.4. Advertisement

Solicitations will be advertised twice in the local newspaper (*Commercial Recorder*) — once a week for at least two (2) consecutive weeks prior to the Bid opening date. Procurement will place the advertisement.

5.4.1.5. Pre-Bid Conference

Unless otherwise stated in the Solicitation document, attendance of prospective Bidders at a Pre-Bid conference is not mandatory. If the Pre-Bid is made to be mandatory, it must be clearly stated in the advertisement (5.3.1.4) and in the Bid package.

5.4.1.6. Bid Due Date

Bids will be due on the deadline specified in the Solicitation. Any Bid, request for withdrawal, or modification of a Bid that is not received at the designated location, time, and date set forth in the Bid documents will be considered late and will not be considered. Bid deadlines may not be earlier than 14 days after the last advertised date (section 5.3.1.4.) of the Solicitation. Delivery of the Bid to the specified location is the sole responsibility of the Bidder. Sealed Bids are to be delivered to:

Tarrant County College District
Attention: Procurement
300 Trinity Campus Circle
Fort Worth, TX 76102

5.4.1.7. Receipt and Tabulation of Bid

Upon receipt, sealed Bids will be date stamped and logged by Procurement on or before the deadline specified in the Solicitation. The Bid opening shall be attended by a minimum of two (2) employees of Procurement, and the representative(s) of the Requesting Department if available. Vendors may attend as well. Bids will be publicly opened on the date specified in the Solicitation, and will be recorded and tabulated by Procurement.

5.4.1.8. Bid Evaluation and Award

Bid responses will be reviewed by a Supplier Recommendation Team (SRT) formed by Procurement composed of, but not limited to, one (1) representative of the Requesting Department and two (2) representatives of Procurement (one representing the HUB focus). The SRT shall always seek award to the Vendor offering the Best Value (section 1.7.7) to TCCD in accordance with the factors listed in Texas Education Code, Section 44.031(b). All TCCD employees shall conduct evaluations in an ethical and fair manner (section 3). HUB consideration is a paramount goal at TCCD and must be an appropriate variable (Best Value – section 1.7.7)) in Award selection (section 1.7.61). The SRT will submit findings to the Director of Procurement for approval.

According to the Delegation of Authority (section 15), Contracts that require Board Approval (in excess of \$250,000 will follow the following procedure:

- A Summary of Procurement (Sec 1/7/102) will be completed by the Requesting Department with the following information: A description of the project or purchase, the method of delivery and the basis for selection, a timeline and/or project schedule, the budget line items and the recommendation of the Supplier Recommendation Team.
- It is the responsibility of the Requesting Department to get the purchase on the Board agenda. The Requesting Department will present the agenda item to the Board and, if necessary, answer any questions related to the project/procurement. Procurement will answer any questions from the Board in regard to the procurement method utilized, if necessary

Procurement will maintain these documents along with an abstract of Bids in the Procurement file.

5.4.1.9. Tie Bids

Tie Bids are responsive Bids that are identical in price, terms and conditions and which meet all the requirements and evaluation criteria set forth in the IFB (section 1.7.53) or RFQ (section 1.7.84). Tie bids will be resolved by drawing lots unless the law requires TCCD to give preference to certain Bidders in a tie (e.g., Texas product).

5.4.1.10. Contract Review Process Management

General Counsel governs the Contract review process.

Procurement has overall procurement Contract custodial responsibility (section 1.7.26). All CARs (section 1.7.27) and accompanying Contracts (section 1.7.25) must flow through Procurement. Procurement will assign a control number (Contract number) to the CAR and review the Contract. Should Procurement determine that further legal review is required, Procurement will route the CAR, Contract and a cover page (<https://inside.tccd.edu/procurement/forms-and-documents/#4-wpfd-contract-related>) to General Counsel. General Counsel will review as necessary and return to Procurement upon final completion. Provided the purchase has received Board approval (if necessary section 7.1.4), Procurement will pursue all required Signatures per TCCD's Delegation of Authority (section 15). Once the Contract has been approved and signed, Procurement will maintain one original copy, forward one original copy to the Vendor and provide the Requesting Department with a copy. Procurement will file an original electronically and in hard copy form. In addition, Procurement will be responsible for maintaining documentation of Supplier performance, as required, utilizing criteria such as terms, price, quality, delivery, timeliness and Service level as may be tracked by the Requesting Department.

Requesting Departments will provide feedback pertaining to the awarded Supplier's performance. A Supplier/Vendor that does not meet the requirements of the awarded Contract will be determined to be noncompliant.

Procurement will notify the Supplier/Vendor, in writing, of any problem requiring immediate corrective action. If no satisfactory corrective action is received, the Supplier/Vendor will be considered to be in breach of Contract and the Contract may be terminated, and the Vendor may be disqualified or Debarred (section 1.7.32) from future Solicitations.

5.4.1.11. Contract Cancellation

A Contract (section 1.7.25; section 8) may be terminated in accordance with its terms. If the terms do not specify a basis for termination, the Contract may be terminated with or without cause by TCCD giving a thirty (30) day prior written notice to the legal address of the Contractor. All Contract cancellations are issued by Procurement.

5.4.1.12. Bid Award Cancellation

In the event the selected Vendor fails to honor its commitment to enter into a Contract (section 1.7.25), Procurement shall obtain a written acknowledgment to this effect from the selected Vendor. Noncompliance by the Vendor will result in forfeiture of the Bid Bond, if one was required. The Award may be given to the next

responsible and responsive Bidder or TCCD may reject all Bids and re-bid the procurement.

5.4.1.13. Summary of Procurement – Board Approval

According to the Delegation of Authority (section 15), Contracts that require Board approval (in excess of \$250,000 singly or in the aggregate) will follow the following procedure: A Summary of Procurement (Sec. 1.7.102) will be completed by the Requesting Department with the following information: A description of the project or purchase, the method of delivery and the basis for its selection, a timeline and/or project schedule, the budget line item and the recommendation of the Supplier Recommendation Team. It is the responsibility of the Requesting Department to get the purchase on the Board agenda. The Requesting Department will present the agenda item to the Board and, if necessary, answer any questions related to the project/procurement.

Procurement will answer any questions from the Board in regard to the procurement method utilized, if necessary.

Procurement will maintain these documents along with an abstract of Bids in the Procurement file.

5.4.2. Competitive Sealed Proposal/Request for Proposals

TCCD does CSP's (section 1.7.19) through IFP's (section 1.7.54) or RFP's (section 1.7.82). The process is the similar to IFB (section 1.7.53) or RFQ (section 1.7.84), with the primary difference being that once the submission deadlines has passed, TCCD is allowed to Negotiate with each Proposer before awarding the Contract. While many of the requirements below are the same as IFB, they are repeated for clarity of the IFP process.

5.4.2.1. Development of Specifications (Scope of Work)

Specifications (section 1.7.94) will be developed and documented by the Requesting Department. Specifications, both descriptive and technical, will be written in a clear, specific manner, providing as much information as is required for a Supplier/Vendor to identify the goods and/or Services being Bid. Requestors may also ask Procurement for assistance in Specification development. Specifications should comply with the guidelines in section 3.8, Standards for Quality Assurance and Specifications.

5.4.2.2. Vendor List

The Requesting Department will supply a list of suggested Vendors. All Vendors qualified to provide the commodity (section 1.7.17) or Service that is being Bid are invited to participate in the IFP (section 1.7.54) or RFP (section 1.7.82) process. HUBs must be a strong consideration in this process (section 1.7.61).

5.4.2.3. Advertisement

Solicitations will be advertised twice in the local newspaper (*Commercial Recorder*) — once a week for at least two (2) consecutive weeks prior to the bid opening date. Procurement is responsible for the content and placing of the advertisement.

5.4.2.4. Pre-Proposal Conference

Unless otherwise stated in the Solicitation document, attendance of prospective Bidders at a pre-bid conference is not mandatory. If the pre-bid is made to be mandatory, it must be clearly stated in the advertisement (5.3.1.4) and in the Bid package.

5.4.2.5. Proposal Due Date

Proposals will be due on the deadline specified in the Solicitation. Any Proposal, request for withdrawal, or modification of a Proposal that is not received at the designated location, time and date set forth in the IFP (section 1.7.54) / RFP (section 1.7.82) documents will be deemed late and will not be considered. Proposal deadlines may not be earlier than 14 days after the last advertised date (section 5.3.1.4) of the Solicitation. Delivery of the Proposal to the location specified below is the sole responsibility of the Proposer. Sealed Proposals are to be submitted to (unless the Solicitation should state otherwise):

Tarrant County College District
Attention: Procurement
300 Trinity Campus Circle
Fort Worth, TX 76102

5.4.2.6. Receipt and Opening of Proposals

Upon receipt, sealed Proposals will be date-stamped and logged by Procurement on or before the deadline specified in the Solicitation. The Proposal opening shall be attended by a minimum of two (2) employees of Procurement, and representative(s) of the Requesting Department, if available. Proposers may attend as well. The Proposal opening will be brief and consist of only a declaration of the name(s) of the Proposer(s). Proposals shall be opened so as to avoid disclosure of contents to competing Proposers and be kept secret during the process of Negotiation. All Proposals that have been submitted shall be available and open for public inspection after the Contract (section 1.7.25) is awarded, except for trade secrets and confidential information contained in the Proposals and identified as such, subject to statutes regarding Freedom of Information Act and the Public Information Act.

5.4.2.7. Proposal Initial Evaluation

Once the Proposal is opened, Procurement will determine responsiveness and will distribute copies of the Proposal to the SRT. The SRT will, at a minimum, consist of the Requesting Department and two personnel from Procurement (one representing HUB focus). The team will evaluate the Proposals based on the

IFP (section 1.7.54) or RFP (section 1.7.82) and any stated evaluation factors, including the points and/or weights, if given in the IFP/RFP. While each IFP/RFP may vary in the evaluation factors (although they shall include all the factors listed in Texas Education Code 44.031), other typical evaluation factors could include:

- Price
- Technical Approach
- Management Plan (including work plan and schedule)
- Personnel Qualifications
- Demonstrated Corporate Experience and Qualifications

Based on the initial evaluation of the Proposals, Procurement will coordinate with the SRT to share the results of the evaluation, coordinate follow-up meetings for Negotiations, or terminate the process. The Supplier Recommendation Team shall always seek award to the Vendor offering the Best Value (section 1.7.7) to TCCD in accordance with the factors listed in Texas Education Code, Section 44.031(b). HUB consideration is a paramount goal at TCCD and must be an appropriate variable (Best Value) in Award selection. All TCCD employees shall conduct evaluations in an ethical (section 3) and fair manner. If the SRT recommends Award without further Negotiation, Procurement will proceed with finalizing the Award.

5.4.2.8. Negotiations/Best and Final Offer (BAFO)

Procurement will facilitate all Negotiations between the Requesting Department and the Proposer. All Proposers will be given fair and equitable treatment with respect to any opportunity for Negotiation and revision of Proposals, including the submission of a "Best and Final Offer" (BAFO – section 1.7.6). At the point where Negotiations are complete, Procurement may request qualified Proposers to submit a BAFO by a specified date and to a specified location. The BAFO must allow the proposer to:

- modify the initial offer;
- update pricing; and
- include any added inducements that will improve the overall score in accordance with the evaluation.

Procurement and the Supplier Recommendation Team (section 1.7.95) will review the BAFOs and proceed with finalizing the Award.

5.4.2.9. Award

Once the Award is determined by the SRT (section 1.7.95), Procurement will proceed with finalizing the Award. The SRT shall always seek Award to the Vendor

offering the Best Value (section 1.7.7) to TCCD in accordance with the factors listed in Texas Education Code, Section 44.031(b). HUB consideration is a paramount goal at TCCD and must be an appropriate variable (Best Value) in Award selection (section 1.7.61; section 12). All TCCD employees shall conduct evaluations in an ethical (see section 3) and fair manner.

When an Award requires final approval by the Board (in excess of \$250,000 singly or in the aggregate), a Summary of Procurement (section 1.7.100) will be prepared jointly between the Requesting Department and Procurement in a format acceptable to the Board. The Requesting Department will take the appropriate action for placement of the action on the Board Agenda only after Procurement has signed off on the Summary of Procurement. The Requesting Department will present the agenda item to the Board and, if necessary, answer any questions related to the project/procurement. Procurement will answer any questions from the Board in regard to the procurement method utilized, if necessary.

Procurement will maintain these documents along with an abstract of Bids in the Procurement Contract file.

5.4.2.10. Contract Review Process Management

General Counsel governs the Contract review process.

Procurement has overall Contract custodial responsibility (section 1.7.26). All Contract Approval Routers (section 1.7.27) and accompanying Contracts (section 1.7.25) must flow through Procurement. Procurement will assign a control number (Contract number) to the CAR and review the Contract (section 1.7.25). Procurement will route the CAR, Contract and a cover page (<https://inside.tccd.edu/procurement/forms-and-documents/#4-wpfd-contract-related>) to General Counsel. General Counsel will review as necessary and return to Procurement upon final completion. Provided the purchase has received Board approval (if necessary – section 7.1.4), Procurement will pursue all required Signatures per TCCD's Delegation of Authority (section 15). Once the Contract has been approved and signed, Procurement will maintain one original copy, forward one original copy to the Vendor, and provide the Requesting Department will a copy. Procurement will file an original electronically and in hard-copy form. In addition, Procurement will be responsible for maintaining documentation of Vendor performance, as required, utilizing criteria such as terms, price, quality, delivery, timeliness and Service level as may be jointly tracked between the Requesting Department and Procurement.

Requesting Departments will provide feedback pertaining to the awarded Vendor's performance. A Vendor that does not meet the requirements of the awarded Contract will be determined to be noncompliant.

Procurement will notify the Vendor, in writing, of any problem requiring immediate corrective action. If no satisfactory corrective action is received, the Vendor will be considered to be in breach of Contract, and the Contract may be

terminated, and the Vendor may be disqualified or Debarred (section 1.7.32) from future Solicitations.

5.4.2.11. Contract Cancellation

A Contract (section 1.7.25) may be terminated in accordance with its terms. If the terms do not specify a basis for termination, the Contract may be terminated with or without cause by TCCD giving a thirty (30) day prior written notice to the legal address of the Contractor. All Contract cancellations are issued by Procurement.

5.4.2.12. IFP (RFP) Award Cancellation

In the event the awarded Vendor fails to honor its Contract (section 1.7.25), Procurement shall obtain a written acknowledgment to this effect from the awarded Vendor. Noncompliance by the Vendor will result in forfeiture of the Bid Bond, if one was required. The Award may be given to another Proposer through further Negotiation facilitated by Procurement or Procurement may opt to reject all Proposals and re-bid the Procurement.

5.4.2.13. Summary of Procurement – Board Approval

According to the Delegation of Authority (section 15), Contracts that require Board approval (those in excess of \$250,000 singly or in the aggregate) will follow this procedure: The Requesting Department will complete a Summary of Procurement (Sec. 1.7.102) with the following information: A description of the project or purchase, the method of delivery and the basis for its selection, a timeline and/or project schedule, the budget line item, and the recommendation of the Supplier Recommendation Team. It is the responsibility of the Requesting Department to get the purchase on the Board Agenda. The Requesting Department will present the agenda item to the Board and, if necessary, answer any questions related to the project/procurement. Procurement will answer any questions from the Board in regard to the Procurement method utilized, if necessary.

Procurement will maintain these documents along with an abstract of Bids in the Procurement file.

5.4.3. Request for Proposals (RFP)

A RFP (section 1.7.82) is a formal Competitive Solicitation that allows for Negotiation with the Vendor as facilitated by Procurement. Construction projects may not be processed using the RFP process (except in the one-step process of contracting with a Construction Manager at Risk). Also referred to as Invitation for Proposals (IFP – section 1.7.54).

5.4.3.1. Development of Specifications (Scope of Work)

Specifications (section 1.7.95) will be developed and documented by the Requesting Department. Specifications, descriptive and technical, shall be written in a clear and detailed manner. Procurement will review Specifications and add or remove information, as required, with input from the Requesting Department.

Specifications should comply with the guidelines in section 3.8, Standards for Quality Assurance and Specifications and consider the use of an RFI in the development of specifications.

5.4.3.2. RFP Packet

The RFP (section 1.7.82) or IFP (section 1.7.54) packet will contain the following information (at a minimum):

- General Terms and Conditions
- Instruction to Proposers
- Proposal Form
- Certification and Disclosure Statement
- Specifications
- Evaluation Criteria (determined prior to release of bid packet)
- Proposal Sheet for Price and Other Factors

5.4.3.3. Sample Evaluation Criteria

Requests for Proposals (section 1.7.82) will be evaluated using at least the below criteria as a guide:

<u>Factor</u>	<u>Percentage Weight</u>
• Qualifications and Experience of Firm	_____ %
• Business Data	_____ %
• Qualifications and Experience of Personnel	_____ %
• Project Understanding	_____ %
• Price	_____ %

5.4.3.4. Vendor List

Because an RFP (section 1.7.82) is a Competitive Solicitation of a specialized nature, the Requesting Department will provide a suggested Vendor list. Consideration of HUB Vendors is paramount in this process (see section 1.7.61).

5.4.3.5. RFP Advertising

The RFP (section 1.7.82) will be advertised twice in the local newspaper (*Commercial Recorder*) - once a week for at least two weeks prior to the RFP due date. Procurement is responsible for the content and placement of the advertisement. Bids are also placed on TCCD's website under "Business & Community."

5.4.3.6. Proposal Due Date

Proposals will be due on the deadline specified in the Solicitation. Any Proposal, request for withdrawal, or modification of a Proposal that is not received at the designated location, time, and date set forth in the RFP (section 1.7.82) or IFP (section 1.7.54) documents will be deemed late and will not be considered. Proposal deadlines may not be earlier than 14 days after the last advertised date (section 5.3.1.4). Delivery of the Proposal to the following specified location (unless expressed otherwise in the bid packet) is the sole responsibility of the proposer:

Tarrant County College District
Attention: Procurement
300 Trinity Campus
Circle Fort Worth, TX
76102

5.4.3.7. Pre-Proposal Conference

Unless otherwise stated in the Solicitation document, attendance of prospective Proposers at Pre-Proposal Conferences is not mandatory but is strongly encouraged. If the pre-bid is made to be mandatory, it must be clearly stated in the advertisement (5.3.1.4) and in the Proposal package.

5.4.3.8. Receipt and Tabulation of Proposals

The RFP responses will be date stamped and logged by Procurement on or before the deadline specified in the Solicitation which shall not be earlier than 14 days after the last advertised date in the *Commercial Recorder*. Proposals will be evaluated (section 1.7.94) in accordance with the criteria set forth in the Solicitation.

5.4.3.9. Proposal Evaluation

Procurement will be responsible for convening a SRT (section 4.6.3.3). Procurement will facilitate the evaluation process. The SRT shall always seek award to the Vendor offering Best Value (section 1.7.7) to TCCD in accordance with the factors listed in Texas Education Code, Section 44.031(b). The SRT shall conduct evaluations in an ethical (section 3) and fair manner.

5.4.3.10. Contract Award – Board Approval

Procurement will lead Negotiations. The Requesting Department will follow Purchasing's lead in Negotiations to avoid jeopardizing the process. All Proposers will be given fair and equitable treatment with respect to any opportunity for Negotiation and revision of Proposals.

Once the Award is determined by the SRT, Procurement will proceed with finalizing the Award. The SRT shall always seek award to the Vendor offering the Best Value (section 1.7.7) to TCCD in accordance with the factors listed in Texas Education

Code, Section 44.031(b). All TCCD employees shall conduct evaluations in an ethical (section 3) and fair manner.

According to the Delegation of Authority (section 15), Contracts that require Board approval (those in excess of \$250,000 singly or in the aggregate) will follow the following procedure: The Requesting Department will complete a Summary of Procurement (Sec. 1.7.102) with the following information: A description of the project or purchase, the method of delivery and the basis for its selection, a timeline and/or project schedule, the budget line item, and the recommendation of the SRT. It is the responsibility of the Requesting Department to get the purchase on the Board agenda. The Requesting Department will present the agenda item to the Board and, if necessary, answer any questions related to the project/procurement. Procurement will answer any questions from the Board in regard to the procurement method utilized, if necessary.

Procurement will maintain these documents along with an abstract of Bids in the Procurement file.

5.4.3.11. Contract Review Process Management

General Counsel governs the Contract review process.

Procurement has overall Contract custodial responsibility (section 1.7.26). All CAR's (section 1.7.27) and accompanying Contracts (section 1.7.25) must flow through Procurement. Procurement will assign a control number (Contract number) to the CAR and review the Contract. Procurement will route the CAR, Contract and a cover page (<https://inside.tccd.edu/procurement/forms-and-documents/#4-wpfd-contract-related>) to General Counsel. General Counsel will review as necessary and return to Procurement upon final completion. Provided the purchase has received Board approval (if necessary

– section 7.1.4), Procurement will pursue all required Signatures per TCCD's Delegation of Authority (section 15). Once the Contract has been approved and signed, Procurement will maintain one original copy, forward one original copy to the Vendor, and provide the Requesting Department with a copy. Procurement will file an original electronically and in hard-copy form. In addition, Procurement will be responsible for maintaining documentation of Vendor performance, as required, utilizing criteria such as terms, price, quality, delivery, timeliness and Service level as may be jointly tracked between the Requesting Department and Procurement.

Requesting Departments shall provide feedback pertaining to the Contractor's performance. A Vendor that does not meet the requirements of the Contract will be determined to be noncompliant.

Procurement will notify the Vendor in writing, of any problem requiring immediate corrective action. If no satisfactory corrective action is received, the Supplier/Vendor will be considered to be in breach of Contract and the Contract may be terminated (section 10).

5.4.3.12. Summary of Procurement – Board Approval

According to the Delegation of Authority (section 15), Contracts that require Board approval (those in excess of \$250,000 singly or in the aggregate) will follow the procedure set forth in this part

5.3.3.12. The Requesting Department will complete a Summary of Procurement (Sec. 1.7.102) with the following information: A description of the project or purchase, the method of delivery and the basis for its selection, a timeline and/or project schedule, the budget line item, and the recommendation of the SRT. It is the responsibility of the Requesting Department to get the purchase on the Board agenda. The Requesting Department will present the agenda item to the Board and, if necessary, answer any questions related to the project/procurement. Procurement will answer any questions from the Board in regard to the procurement method utilized, if necessary.

Procurement will maintain these documents along with an abstract of Bids in the Procurement file.

5.4.4. Request for Qualification - RFQual

A Request for Qualifications (RFQual) (section 1.7.83) is a Solicitation that seeks a Vendor based on qualifications that meet the overall criteria and Specifications for the particular project. The selection and Award must be based on demonstrated competence and qualifications to perform the services for a fair and reasonable price. RFQual is used for Professional Services only.

A RFQual for Professional Services may be solicited in a two-tier format:

- Step 1 - Qualification Process
- Step 2 - Submittal of cost/pricing information by the most highly qualified Vendor

A RFQual is a negotiated method of procurement. It is a qualifications-based selection process. Price is not an evaluation factor and is considered only in Step 2 (above). After selecting the most highly qualified firm, price Negotiations occur with the top-ranked firm only. If unable to negotiate a fair and reasonable price with the top-ranked firm, Negotiations are terminated and price Negotiations begin with the next ranked firm. The process continues until a fair and reasonable price is negotiated or the list is exhausted. Procurement facilitates all such Negotiations.

5.4.4.1. Development of Specifications (Scope of Work)

Specifications (section 1.7.94) shall be developed by the Requesting Department. Procurement will review the information and add/or delete information, as required in consultation with the Requesting Department. Specifications should comply with the guidelines in section 3.8, Standards for Quality Assurance and Specifications.

5.4.4.2. RFQual Documents

The RFQual (section 1.7.83) packet will contain at least the following information:

- Invitation to Respondents
- Specifications
- Evaluation Criteria (completed prior to release of the RFQual)

5.4.4.3. Sample Evaluation Criteria for RFQual

<u>Factor</u>	<u>Percentage Weight</u>
• Professional Qualifications	_____%
○ Licensed professional team members	
○ Experience of team members	
• Organization and Project Methodology	_____%
○ Identity of Team members	
○ Organization chart with lines of authority/responsibility	
○ Methodology for analyzing and resolving issues	
• Local Work Experience	_____%
○ Experience with TCCD	
○ Experience with other clients in the DFW area	
• Project Understanding	_____%
○ Demonstrate knowledge of project requirements	
○ Explain the elements of the project	
• Past Performance Experience	_____%
○ TCCD Experience	
○ Other clients	

5.4.4.4. Vendor List

A RFQual (section 1.7.83) represents a Solicitation of a specialized nature. The Requesting Department shall provide a suggested Vendor List. The Vendor List may be revised by Procurement. Consideration of HUB Vendors is paramount in this process (section 1.7.61).

5.4.4.5. RFQual Advertising

While there is no specific legal requirement for advertising in the RFQual (section 1.7.83) process, typically the RFQual is advertised twice in the local newspaper (*Commercial Recorder*) - once a week for at least two weeks prior to the date set for receiving qualification statements. Procurement is responsible for the content and placement of the advertisement.

5.4.4.6. RFQual Due Date

Qualification statements will be due on the deadline specified in the Solicitation of which shall not be any earlier than 14 days after the last advertised date in the *Commercial Recorder*. Any statement, request for withdrawal, or modification of a statement that is not received at the designated location, time and date set forth in the RFQual (section 1.7.83) documents will be deemed late and will not be considered. Delivery of the statement to the specified location is the sole responsibility of the Respondent. Sealed statements should be submitted to (unless the Bid package may state otherwise):

Tarrant County College District
Attention: Procurement
300 Trinity Campus Circle
Fort Worth, TX 76102

5.4.4.7. Receipt and Evaluation of Qualifications

The qualification statements will be date stamped and logged by Procurement on or before the deadline specified in the RFQual (section 1.7.83) Solicitation document. Procurement shall convene a SRT (section 4.6.3.3). Procurement will facilitate the evaluation process. The SRT shall always seek award to the most qualified Vendor based on demonstrated competence and qualifications to perform the Services for a fair and reasonable price. The SRT shall conduct evaluations in an ethical (section 3) and fair manner.

5.4.4.8. Contract Award

The selection of Vendor will be dependent upon the findings of a SRT (section 1.7.95) as formed by Procurement. The most qualified candidate shall be chosen on the basis of demonstrated competence and qualifications where Services shall be provided at a fair and reasonable price. Upon Board approval (section 7.1.4), if required, Procurement will negotiate with the most qualified Vendor. If a satisfactory Contract (section 1.7.25) cannot be negotiated, Procurement shall end Negotiations in writing and enter into Negotiations with the next ranked most highly qualified Vendor.

5.4.4.9. Contract Review Process Management

General Counsel governs the Contract review process.

Procurement has overall Contract custodial responsibility. All CARs (section 1.7.27) and accompanying Contracts (section 1.7.25) must flow through Procurement. Procurement will assign a control number (Contract number) to the CAR and review the Contract. Procurement will route the CAR, Contract and a cover page (<https://inside.tccd.edu/procurement/forms-and-documents/#4-wpfd-contract-related>) to General Counsel. General Counsel will review as necessary and return to Procurement upon final completion. Provided the purchase has received Board approval (if necessary – section 7.1.4), Procurement will pursue all required Signatures

per TCCD's Delegation of Authority (section 15). Once the Contract has been approved and signed, Procurement will maintain one original copy, forward one original copy to the Vendor, and provide the Requesting Department with a copy. Procurement will file an original electronically and in hard copy form. In addition, Procurement will be responsible for maintaining documentation of supplier performance, as required, utilizing criteria such as terms, price, quality, delivery, timeliness and service level as may be tracked jointly between the Requesting Department and Procurement.

The Requesting Department shall provide feedback pertaining to the Contractor's performance. A Vendor that does not meet the requirements of the contract will be determined noncompliant. Procurement shall notify the Vendor in writing of any problem requiring immediate corrective action. If no satisfactory corrective action is received, the Contractor will be considered to be in breach of Contract, the Contract may be terminated, and the Vendor may be disqualified or Debarred (section 1.7.32) from future procurements.

5.4.4.10. Summary of Procurement – Board Approval

If Board approval of the Solicitation is required, (those in excess of \$250,000 singly or in the aggregate) the Requesting Department and Procurement will jointly prepare a Summary of Procurement (section 1.7.100) in a format acceptable to the Board. The Requesting Department will take the appropriate action for placement of the action on the Board Agenda only after Procurement has signed off on the Summary of Procurement. The Requesting Department will present the agenda item to the Board and, if necessary, answer any questions related to the project/procurement. Procurement will answer any questions from the Board in regard to the procurement method utilized, if necessary. Procurement will maintain these documents in the Procurement file.

5.4.5. Sole Source

Procurement without competitive solicitation is authorized under limited conditions and subject to written justification documenting the conditions which preclude the use of a competitive process. An item is considered "Sole Source" when it is available from only one source, including:

- an item for which competition is precluded because of the existence of a patent, copyright, secret process or monopoly;
- a film, manuscript or book;
- a utility service, including electricity, gas or water; and a captive replacement part or component for equipment.

5.4.5.1. Justification of Sole Source

TCCD recognizes that there may be instances when Sole Source purchases must be

made, but such purchases must be appropriately justified. Each justification shall contain written sufficient facts and rationale to justify the need for some feature or characteristic (specification) that is unique to the requested product or service that cannot be provided by any other Vendor's product or service. The written justification must be on the Sole Source Justification Form found at <https://inside.tccd.edu/procurement/forms-and-documents/#6-wpfd-procurement-procedures> documents and signed per the Delegation of Authority depicted in section 15. The Sole Source Justification Form serves as Supporting Documentation (section 1.7.96) to the Purchase Requisition (section 1.7.80).

A statement from the Vendor (on Vendor letterhead) stating from their perspective why the purchase should be deemed Sole Source is also required.

If a Sole Source purchase is justified, the request should be processed accordingly, rather than using a competitive solicitation and then attempting to disqualify Bids received on other products. Because purchasing files are subject to the Texas Public Information Act, the use of the Sole Source purchase procedure must withstand critical scrutiny. Justifications must be objective and must avoid statements that cannot be substantiated.

5.4.5.2. Excluded Reasons for Sole Source

The following reasons to justify a Sole Source purchase will NOT be accepted:

- Price
- Competing products are not satisfactory
- Subjective statements regarding product quality

5.4.6. Emergency Purchases

There are two types of Emergency Purchases:

- The first type is one defined by state law as a procurement that bypasses the procurement process mandated by state law because of the existence of an emergency. Accordingly, it is imperative that the details of a claimed emergency are documented because the purchase Contract may be declared void if determined not to be an emergency under state law.
- The second type is a situation that requires immediate action that may bypass local procurement requirements, but does not bypass any state requirement.

5.4.6.1. Justification of an Emergency

For either type of Emergency noted above, any Purchase Requisition (section 1.7.80) claiming an Emergency shall provide detailed information on the goods and/or Services needed, and the Requesting Department must provide justification to Procurement in writing for the emergency purchase.

5.4.6.2. Board Declaring an Emergency

In accordance with Texas Education Code 44.031(h), TCCD's Board must make a determination that the delay posed by the Purchasing Methods provided for in Education Code 44.031 would prevent or substantially impair the conduct of classes or other essential school activities. Once such a declaration is made, TCCD may then Contract for the replacement or repair of the equipment, school facility, or the part of the school facility by the most expedient method available in the best interest of TCCD.

If necessary, in accordance with Texas Education Code 44.0312(c), and notwithstanding any other provision of the Education Code, in the event of an emergency, the Board may also delegate to the Chancellor or designated person the authority to Contract for the replacement, construction or repair of school equipment or Facilities if emergency replacement or repair is necessary for the health and safety of TCCD students and staff.

If necessary, TCCD's Board may bypass the 72-hour notice provisions of the Texas Open Meetings Act, to take such action by posting a notice of a meeting for at least two hours before the meeting is convened. The notice shall clearly identify the emergency for each item in the notice. Additionally, the notice of an emergency meeting must be given to members of the news media not later than one hour before the meeting.

5.4.6.3. Chancellor Declaring an Emergency

The second type of emergency requires only that the Emergency Purchase is justified to the Chancellor. For example, if windows are broken at a campus by vandals, an immediate need exists to not only secure the building, but also to protect the contents from damage by the elements. This type of Emergency Purchase requires the immediate Acquisition of goods or Services to repair damage to the Facility to protect property and Persons, but there is no specific state law requirement that must be bypassed to meet the urgent need. After purchases of this type are made, a Purchase Requisition (section 1.7.80) and, subsequently a Purchase Order (section 1.7.79) should be issued after the fact on the next business day. Should a PO be issued after the fact, on the next business day, care should be taken that Emergency Purchases do not result from improper planning rather than from a true emergency. It is important that TCCD attempts to eliminate Emergency Purchases for non-emergency situations as much as possible and requires that all Emergency Purchases be fully justified.

Per Board Policy CF (LEGAL) Notwithstanding any other provision of the Education Code, in the event of a catastrophe, emergency, or natural disaster affecting a college district, the board of trustees of the district may delegate to the college chief executive officer or designated person the authority to contract for the replacement, construction, or repair of college district equipment or facilities under Education Code Chapter 44, Subchapter B if emergency replacement, construction, or repair is necessary for the health and safety of district students and staff. *Education Code 44.0312(c)*

5.4.7 Individual Access to Information

An individual Board member, acting in his or her official capacity, shall have the right

to seek information pertaining to District fiscal affairs, business transactions, governance, and personnel matters. If the information is requested from a Person or office other than the Chancellor, the Chancellor should be copied on or informed of the request. Information should be furnished within two business days, whenever possible, and in addition shall be sent to all other Board members. Information furnished to Trustees may include information that properly may be withheld from members of the general public in accordance with the Public Information Chapter of the Government Code. (See GAA)

5.4.7.1 Confidentiality

At the time Board members are provided access to confidential records or to reports compiled from such records, the Chancellor or other District employee shall advise them of their responsibility to comply with confidentiality requirements.

6. COOPERATIVE PROCUREMENT

6.1. Inter-local Agreements

An Inter-local agreement is a Contract authorized by Texas Local Government Code §791.001 et seq. (the "Inter-local Cooperation Act") between two or more local governments to either study the feasibility of the performance of a governmental function or Service by Inter-local Agreement, or to provide a governmental function or service that each party to the agreement is authorized to perform individually. In other words, it allows TCCD to enter into an Inter-local Agreement with another local government for the purpose of sharing or "piggy-backing" Competitive Solicitations issued by another local government.

Inter-local Agreements may be used for the purchase of goods or Services valued at < \$250,000 (singular value or in aggregate over a 12-month period of time) unless the Executive Director of Procurement determines that a competitive bidding process is in the best interest of TCCD.

The competitive bidding process is to be used if the value of the singular purchase or multiple purchases of the same over a 12-month period of time will exceed \$50,000. The Director of Procurement may determine that use of an Inter-local Agreement, regardless of amount, is in the best interest of TCCD, and therefore may opt to utilize Inter-local Agreements to the extent limited by the Texas Education Code; however, Board approval is required if the purchase is in excess of \$250,000 singly or in the aggregate for the year. Whether to proceed with an Inter-local Agreement when a purchase(s) will exceed \$250,000 is a Procurement decision and will be based upon Best Value (section 1.7.7) and best interest to TCCD.

Examples of Inter-local Agreements authorized for use by TCCD include (not all-inclusive):

- TXMAS – Texas Multiple Awards Schedule

- <http://www.window.state.tx.us/procurement/prog/txmas/>
- DIR – Department of Information Resources
 - <http://ww.dir.texas.gov/Pages/Home.aspx>
- Texas Cooperative Purchasing Network
 - <http://www.tcpn.org/>
- U.S. Communities –
 - www.uscommunities.org
- Buy-Board –
 - www.buyboard.com
- HGAC – Houston/Galveston Area Council
 - <http://www.h-gac.com>
- TBPC – Texas Building Procurement Commission

7. CONSTRUCTION SERVICES

7.1. General Requirements

Construction Contracts and the procurement of Construction Services have many requirements that are industry specific and unique from ordinary procurements. As such, they are treated separately here.

7.1.1. Real Estate & Facilities Department Review

All Construction Contracts will be awarded after completion of the Competitive Solicitation Process (section 5). Procurement leads and facilitates all procurement delivery methods as described herein this section with close collaboration with the Real Estate and Facilities Department for all associated processes.

7.1.2. Best Value Determination

In accordance with Texas Govt Code 2269.056, if TCCD's Board is considering a Contract (section 1.7.25) for Construction Services using a method described below, before advertising, the Board must ratify which method provides the Best Value (section 1.7.7) to TCCD.

7.1.3. Selection Criteria Generally

In accordance with Texas Govt Code 2269.055 and except as otherwise provided in Subchapter B of Chapter 44, Texas Education Code, TCCD shall base its selection on the criteria authorized to be used under Texas Education Code 44.031(b), as follows:

- the purchase price;
- the reputation of the Vendor and of the Vendor's goods or Services;
- the quality of the Vendor's goods or Services;
- the extent to which the goods or Services meet TCCD's needs;
- the Vendor's past relationship with TCCD;
- the impact on the ability of TCCD to comply with laws and rules relating to historically underutilized businesses; HUBs (1.7.61)
- the total long-term cost to TCCD to acquire the Vendor's goods or Services; and
- any other relevant factor specifically listed in the request for Bids or Proposals.

In accordance with Texas Govt Code 2269.056(b), TCCD shall publish in the IFB (section 1.7.53), IFP (section 1.7.54), RFQ (section 1.7.84) or RFP (section 1.7.82)

the criteria that will be used to evaluate the Offerors and the relative weights given to the criteria.

In accordance with Texas Govt Code 2269.056(c), TCCD shall document the basis of its selection and shall make the evaluations public not later than the seventh (7th) day after the date the Contract (section 1.7.25) is awarded.

7.1.4. Board Approval

TCCD's Board must approve all Construction Contracts valued at \$250,000 and above.

All change orders to existing construction Contracts that are \geq \$25,000 must also have Board approval.

The General Counsel will advise the Requesting Department and Procurement of Board review requirements. All Contracts to be considered by the Board must be submitted to Procurement far enough in advance of the deadline for submission to the Board so that Procurement will have time to review all relevant information including the method by which the procurement was made. If approved by Procurement the department will then be responsible for submitting the request for consideration on the next available Board Agenda.

A Summary of Procurement (section 1.7.100) is prepared jointly between the Requesting Department and Procurement in a format acceptable to the Board. The Requesting Department will create an action for placement of the initiative on the Board Agenda only after Procurement has signed off on the Summary of Procurement.

The Requesting Department will present the agenda item to the Board and, if

necessary, answer any questions related to the project/procurement. Procurement will answer any questions from the Board in regard to the procurement method utilized, if necessary.

7.1.5. Construction Contract Change Orders

Every construction contract shall contain a provision for change orders. Change orders shall be used to document any change in contract time or contract sum., or any material change in scope of work. Change orders permitted by law shall be approved by the Board or its designee prior to executing any changes in the approved plans or in the actual construction of the facility. For construction contracts valued at \$250,000 or more, any change order in excess of \$25,000 must be approved by the Board.

For construction contracts valued at less than \$250,000, the Chancellor or the Chief Financial Officer may authorize and approve any change order unless the change order would increase the value of the contract to \$250,000 or more (or in the case of job order contract projects, the not to exceed threshold) in which case Board approval is required.

7.1.6. Construction Contract Contingency Allowance

Construction contracts shall contain a contingency allowance, no greater than 10 percent, where appropriate (as determined by the person administering the contract). The contingency allowance is to be used for expenditures that do not require a change order. The contingency allowance may be used to pay for changes in the work, including but not limited to those resulting from hidden or unforeseen conditions. Use of contingency must be authorized in advance by the executive director of real estate and facilities.

7.1.7. Project Administration

All construction projects shall be administered by the Chief Financial Officer or designee.

The Chancellor or designee shall keep the Board informed concerning construction projects and shall provide information to the general public.

7.1.8. Final Payment on Construction Projects

The College District shall not make final payments for the construction or the supervision of construction until the work has been completed and the College District has accepted all work. Any remaining contingency allowance or any other savings shall be assigned to the relevant capital fund to be reprogrammed in the capital plan and shall not be considered a change order or require Board approval.

Procurement will retain all related documents in file.

7.1.9. Prevailing Wage on Public Works

A worker, laborer or mechanic employed on a public work, exclusive of maintenance

work, by or on behalf of the College District shall be paid not less than the general prevailing rate of per diem wages. The general prevailing rate of per diem wages is the rate of per diem wages for work of a similar character in the locality in which the work is performed, and also includes the rate of per diem wages for legal holiday and overtime work. A worker is employed on a public work if the worker is employed by a contractor or subcontractor in the execution of a Contract for public work with the College District. Gov't Code 2258.001, 2258.021.

The Board shall determine, as a sum certain, the general prevailing rate of per diem wages in the College District for each craft or type of overtime work. To ascertain the general prevailing rate of per diem wages, the Board shall either conduct a survey of the wages received by classes of workers, laborers and mechanics employed on projects of a character similar to the contract work in the District or adopt the prevailing wage rate as determined by the U.S. Department of Labor. The Board shall specify the prevailing rate of per diem wages in the call for Bids and in the Contract itself. The Board's determination of the general prevailing rates of per diem wages shall be final. Gov't Code 2258.001, 2258.022

7.2. Methods of Procurement

In accordance with Texas Govt Code 2269 Sub-chapter C, except as otherwise provided in Subchapter B of Chapter 44, Texas Education Code, all TCCD construction Contracts, except Contracts for the purchase of produce or vehicle fuel, valued at \$50,000 or greater (\geq \$50,000) in the aggregate for each 12-month period shall be made by the method, or the following methods, that provides the best value (section 1.7.7) to TCCD:

- Competitive Bidding (section 1.7.18) (As described in Texas Govt Code 2269.101)
- CSP (section 1.7.19) (as described in Texas Govt Code 2269.151)
- Design-Build Contract (section 1.7.35) (As described in Texas Govt Code 2269.301)
- CMAR (section 1.7.24) (As described in Texas Govt Code 2269.251)
- CMA (section 1.7.23) (As described in Texas Govt Code 2269.201)
- JOC (section 1.7.56) (As described in Texas Govt Code 2269.401)
- IDIQ Pools (section 1.7.49) (As described in Texas Govt Code 2254.003)

A Contract (section 1.7.25) for Construction Services shall be issued upon approval of Award by the Board. The Contract shall specify all terms and conditions as stated in the Bid Award. Except to the extent prohibited by law, consistent with these policies and procedures, TCCD may use Competitive Bidding to select a Contractor to perform Construction, rehabilitation, alteration or repair services for a Facility.

7.2.1. Procurement of Architect/Engineering/Land Surveying Services (Request for Qualifications)

To the extent that any Construction Services procurement includes the procurement of Architect, Engineering or Land Surveying Services, such Services are considered Professional Services under the Texas Professional Services Procurement Act, Government Code, Chapter 2254 ("PSPA") and must be procured in accordance with the PSPA (section 3.7.1.1). Such Services shall be procured in accordance with section 5.3.4 in this manual. IF such Services can be provided by a qualified TCCD employee, they need not be procured.

Per Board Policy CM (LOCAL) Professional services for construction projects, which include architects, engineers, or program management firms, shall be selected by a procurement process that establishes a pool(s) of qualified professions for construction projects in accordance with applicable law. Recommended vendors for professional services pools will be presented to the Board for approval and authorized spending authority.

The establishment of pools does not preclude the issuance of separate request for qualification solicitations for large or unique projects.

7.2.2. Competitive Bidding

Such Services shall be procured the same as an IFB (section 1.7.53) or RFQ (section 1.7.84) in accordance with section 5.3.1 in this manual, provided that, when procuring Construction Services through Competitive Bidding (section 5) the following also apply (or supersede):

- TCCD is not required to consider all of the Texas Govt Code §2269.055 factors, but rather, in accordance with Texas Govt Code §2269.055, the selection criteria may include the factors listed in 44.031(b);
- TCCD shall select or designate an Engineer or Architect (in accordance with section 7.2.1 herein unless such person is a TCCD employee), who has full responsibility for complying with the applicable provisions of Chapter 1001 and Chapter 1051, Occupations Code, to prepare construction documents for the project. Such Vendor may be selected from the IDIQ (section 1.7.48) pool when the Requesting Department provides written justification for the selection and it is approved by the Director of Procurement when the amount to be spent is < \$500,000. Board approval is also required if over \$250,000.
- The only parts of Subchapter B, Chapter 271 of the Local Government Code that apply to competitive bidding for Construction Services are:
 - Section 271.026 (Bids opened at public meeting or government office)
 - Section 271.027 (a) (TCCD may reject all Bids); and
 - Section 271.0275 (can consider safety record of Bidder).

7.2.3. Competitive Sealed Proposal

Such Services shall be procured the same as an IFP (section 1.7.54) or RFP (section 1.7.82) in accordance with section 5.3.2 in this manual, provided that, when procuring Construction Services through Competitive Sealed Proposals (section 1.7.19), the following also apply (or supersede):

- TCCD is not required to consider all of the Texas Govt Code §2269.055 factors, but rather, in accordance with Texas Govt Code §2269.055, in determining Best Value (section 1.7.7), TCCD may include the factors listed in 2269.055; HUB consideration is paramount in this process (section 1.7.61).
- TCCD shall select or designate an Engineer or Architect (in accordance with section 7.2.1 herein unless such person is a TCCD employee), who has full responsibility for complying with the applicable provisions of Chapter 1001 and Chapter 1051, Occupations Code, to prepare construction documents for the project. Such Vendor may be selected from the IDIQ (section 1.7.49) pool when the Requesting Department provides written justification for the selection and it is approved by the Director of Procurement when the amount to be spent is \leq \$500,000. Board approval is also required if over \$250,000.
- TCCD shall provide or Contract for, independently of the Contractor, the inspection Services, the testing of Construction Materials Engineering, and the Verification Testing Services necessary for acceptance of the Facility by TCCD. TCCD shall select those services for which it Contracts in accordance with the PSPA, Section 2254.004, Government Code, and shall identify them in the IFP (section 1.7.54) or RFP (section 1.7.82). Such Vendor may be selected from the IDIQ (section 1.7.48) pool when the Requesting Department provides written justification for the selection and it is approved by the Director of Procurement when the proposed amount to be spent is $<$ \$500,000. Board approval is also required if over \$250,000. TCCD shall prepare an IFP (section 1.7.54)/RFP (section 1.7.82) that includes construction documents, selection criteria, estimated budget, project scope, schedule, and other required documents for Contractors to respond to the IFP / RFP. TCCD shall state in the IFP/RFP the selection criteria that will be used.
- TCCD shall receive, publicly open, and read aloud the names of the Offerors. Within 45 days after the date of opening the proposals, a SRT (section 1.7.95) shall evaluate and rank each Proposal submitted in relation to the published selection criteria.
- TCCD shall select the Offeror that offers the Best Value (section 1.7.7) for the District based on the published selection criteria and on its ranking evaluation. Procurement will facilitate the process to first attempt to negotiate a Contract

(section 1.7.25) with the selected Offeror. TCCD and its Engineer or Architect may discuss with the selected Offeror options for a scope or time modification and any price change associated with the modification. If Procurement is

unable to negotiate a Contract with the selected Offeror, TCCD shall, formally and in writing, end Negotiations with that Offeror and proceed to the next Offeror in the order of the selection ranking until a Contract is reached or all Proposals are rejected. Procurement is responsible for facilitating the process.

7.2.4. Design-Build

This method is unique to construction services and results in a single Contract with a Design-Build Firm (section 1.7.36) or team for the design and Construction of a Facility. This method may be used for the Construction, rehabilitation, alteration or repair of a Facility. (Texas Govt Code 2269.301)

7.2.4.1. TCCD-Designated Independent Architect or Engineer

TCCD shall designate an Architect or Engineer independent of the Design-Build Firm (section 1.7.36) to act as its representative for the duration of the work on the Facility. Any non-TCCD employed Architect or Engineer designated shall be selected on the basis of demonstrated competence and qualifications in accordance with Section 2254.004, Government Code.

Following selection of a Design-Build Firm, that firm's Architects or Engineers shall complete the design, submitting all design elements for review and determination of scope compliance to the TCCD-designated independent Architect or Engineer before or concurrently with Construction. Such Vendor may be selected from the IDIQ (section 1.7.49) pool with written justification for the selection from the Requesting Department approved by the Director of Procurement when the proposed amount to be spent is \leq \$500,000. Board approval is also required if over \$250,000.

7.2.4.2. Independent Inspection Services

If needed for the project (as determined by TCCD), TCCD shall provide or Contract for, independently of the Design-Build Firm (section 1.7.36), the Inspection Services (example: soil testing), the testing of Construction Materials Engineering, and the Verification Testing Services necessary for acceptance of the Facility by TCCD. TCCD shall select those Services for which it Contracts in accordance with the PSPA, Section 2254.004, Government Code. Such Vendor may be selected from the IDIQ (section 1.7.49) pool when the Requesting Department provides written justification for the selection and it is approved by the Director of Procurement when the amount to be spent is \leq \$500,000. Board approval is also required if over \$250,000.

7.2.4.3. RFQual (Including Design Criteria Package)

TCCD shall prepare an RFQual (section 1.7.83) that includes general information on the project site, project scope, budget, special systems, selection criteria, and other information that may assist potential Design-Build Firms (section 1.7.36) in submitting Proposals for the project. TCCD shall also prepare the Design Criteria Package that includes more detailed information on the project. If the preparation of the Design Criteria Package requires Architectural or Engineering Services that constitute the practice of Engineering within the meaning of Chapter 1001, Occupations Code, or the practice of Architecture within the meaning of Chapter 1051, Occupations Code, those Services shall be provided in accordance with the applicable law and a Vendor may be selected from the IDIQ (section 1.7.49) pool when the Requesting Department provides written justification for the selection and it is approved by the Executive Director of Procurement when the amount to be spent is \leq \$500,000. Board approval is also required if over \$250,000.

7.2.4.4. Two-Phase Evaluation of Qualification Statements

TCCD shall evaluate statements of qualifications and select a Design-Build Firm (section 1.7.36) in two phases:

- **Phase One** – In phase one, TCCD shall prepare an RFQual (section 1.7.83) and Procurement shall form a SRT (sections 1.7.95; 4.6.3.3) will facilitate the evaluation of each Offeror's experience, technical competence, and capability to perform, the past performance of the Offeror's team and members of the team, and other appropriate factors submitted by the team or firm in response to the RFQual, except that cost-related or price-related evaluation factors are not permitted. Each Offeror must certify to TCCD that each Architect or Engineer that is a member of its team was selected based on demonstrated competence and qualifications, in the manner provided by the PSPA, Section 2254.004, Government Code.
- **Phase Two** – In phase two, the SRT (section 1.7.95) shall evaluate the information submitted by the Offerors on the basis of the selection criteria stated in the RFQual (section 1.7.83) and the results of any interviews. The SRT may request additional information regarding demonstrated competence and qualifications, considerations of the safety and long-term durability of the project, the feasibility of implementing the project as proposed, the ability of the Offeror to meet schedules, costing methodology, or other factors as appropriate. The SRT may not require Offerors to submit detailed Architectural or Engineering designs as part of the Proposal. The SRT shall rank each Proposal submitted on the basis of the criteria set forth in the RFQual and shall select the Design-Build Firm (section 1.7.36) that submits the Proposal offering Best Value (section 1.7.7) for on the basis of the published selection criteria and on its ranking evaluations. Procurement shall facilitate the process to negotiate a Contract

with the selected Offeror. If TCCD is unable to negotiate a satisfactory Contract with the selected Offeror, TCCD shall formally and in writing end Negotiations with that Offeror and proceed to negotiate with the next Offeror in the order of the selection ranking until a Contract (section 1.7.25) is reached or negotiations with all ranked Offerors end. Consideration of HUB Vendors is paramount in this process.

7.2.4.5. Signed and Sealed Set of Construction Documents

The Design-Build Firm (section 1.7.36) shall supply a signed and sealed set of Construction documents for the project to TCCD at the conclusion of Construction.

7.2.4.6. Payment and Performance Bonds

Payment and Performance Bonds are required for a Design-Build Contract (section 1.7.35). However, a Payment or Performance Bond is not required for, and may not provide coverage for, the portion of a Design-Build Contract that includes design Services only. If a fixed Contract amount or guaranteed maximum price has not been determined at the time a Design-Build Contract is awarded, the penal sums of the Performance and Payment Bonds delivered to TCCD must each be in an amount equal to the project budget, as specified in the Design Criteria Package (section 1.7.38). The Design-Build Firm shall deliver the Bonds not later than the 10th day after the date the Design-Build Firm executes the Contract (section 1.7.25) unless the Design-Build Firm furnishes a Bid Bond or other financial security acceptable to TCCD to ensure that the Design-Build Firm will furnish the required Performance Bond and Payment Bond when a guaranteed maximum price is established.

7.2.5. Construction Manager-at-Risk ("CMAR" or CM at Risk)

This method is unique to Construction Services and results in a Contractor who assumes the risk for Construction, rehabilitation, alteration, or repair of a Facility at the contracted price as a general Contractor and provides consultation to the District regarding Construction during and after the design of the Facility. (Texas Govt Code 2269.251)

7.2.5.1. Independent Architect or Engineer

Before or concurrently with selecting a CMAR (section 1.7.24), TCCD shall select or designate an Architect or Engineer who shall prepare the Construction Documents for the project and who has full responsibility for complying with Chapter 1001 or 1051, Occupations Code, as applicable. If the Architect or Engineer is not a full-time TCCD employee, TCCD shall select the Architect or Engineer on the basis of demonstrated competence and qualifications as provided by the PSPA, Section 2254.004, Government Code. A Vendor may be selected from the IDIQ (section 1.7.49) pool when the Requesting Department provides written justification for the selection and it is approved by the Director of Procurement when the amount to be spent is < \$500,000. Board approval is also required if over \$250,000.

TCCD's Architect (section 1.7.4), Engineer (section 1.7.42), or CMA (section 1.7.23) for a project may not serve, alone or in combination with another, as the CM at Risk unless the Architect or Engineer is hired to serve as the CMAR under a separate or concurrent procurement.

The TCCD selected Architect or Engineer may, at TCCD's discretion, still provide customary Construction phase services under the Architect's or Engineer's original Professional Service Agreement in accordance with applicable licensing laws.

7.2.5.2. Independent Inspection Services

If needed for the project (as determined by TCCD), TCCD shall provide or Contract for, independently of the CMAR (section 1.7.24), the Inspection Services, the testing of Construction Materials Engineering, and the Verification Testing Services necessary for acceptance of the Facility by TCCD. TCCD shall select those Services for which it Contracts in accordance with the PSPA, Section 2254.004, Government Code. A Vendor may be selected from the IDIQ (section 1.7.49) pool when the Requesting Department provides written justification for the selection and it is approved by the Director of Procurement when the amount to be spent is < \$500,000. Board approval is also required if over \$250,000.

7.2.5.3. One- or Two-Step Selection Process

TCCD shall select the CMAR (section 1.7.24) in either a one-step RFP (section 1.7.82)/IFP (section 1.7.54) or two-step RFQual (section 1.7.83) process. In either process, TCCD shall prepare a Solicitation that includes:

- Statement as to whether the selection process is a one-step or two-step process,
- General information on the project site,
- Project scope,
- Schedule,
- Estimated budget,
- Time and place for receipt of Proposals or qualifications, as applicable,
- Other information that may assist TCCD in its selection, and
- Selection criteria, which may include the Offeror's:
 - Experience
 - Past performance
 - Safety record
 - Proposed personnel and methodology, and

- Other appropriate factors that demonstrate the Offeror's capability.
- If Using a One-Step Process — TCCD shall prepare the Solicitation as an RFP (section 1.7.82) or IFP (section 1.7.54). In addition to the above, the RFP may request proposed fees and prices for fulfilling the General Conditions (section 1.7.48).
- If Using a Two-Step Process — TCCD shall prepare the Solicitation as an RFQual (section 1.7.83). The RFQual shall request the information above, but shall not request fees or prices in step one. In step two, TCCD may request that a short list of Offerors, selected solely on the basis of qualifications, provide additional information, including the CMAR's (1.7.24) proposed fee and its price for fulfilling the General Conditions.

At each step, Procurement shall receive, publicly open, and read aloud the names of the Offerors. At the appropriate step (Step One for an RFP) (Step Two for an RFQ), Procurement shall also read aloud the fees and prices; if any, stated in each Proposal as the Proposal is opened.. Within 45 days after the date of opening the proposals, Procurement shall form an SRT (section 1.7.95) to evaluate and rank each Proposal submitted in relation to the criteria set forth in the Solicitation. The SRT shall select the Offeror that submits the Proposal that offers the Best Value (section 1.7.7) for TCCD based on the published selection criteria and on its ranking evaluation. Procurement shall first attempt to negotiate a Contract with the selected Offeror. If Procurement is unable to negotiate a satisfactory Contract with the selected Offeror, TCCD shall, formally and in writing, end Negotiations with that Offeror and proceed to negotiate with the next Offeror in the order of the selection ranking until a contract is reached or Negotiations with all ranked Offerors end. Consideration of HUB Vendors is paramount in this process (section 1.7.61).

7.2.5.4. Competitive Solicitations by Selected CM at Risk

The selected CM at Risk (section 1.7.24) shall publicly advertise, in accordance with Texas Education Code Section 44.031(g), and receive Bids or Proposals from Trade Contractors or subcontractors for the performance of all major elements of the work other than the minor work that may be included in the general conditions. The process must be approved by Procurement, and consideration of HUB vendors is paramount in this process (section 1.7.61).

The selected CMAR may seek to perform portions of the work itself if the CMAR submits its Bid or Proposal for those portions of the work in the same manner as all other Trade Contractors or subcontractors and if Procurement determines that the CMAR's Bid or Proposal provides the Best Value (section 1.7.7) for TCCD.

The CMAR and a SRT (section 1.7.95.) formed by Procurement shall review all Trade Contractor or subcontractor Bids or Proposals in a manner that does not disclose the contents of the Bid or Proposal during the selection process to a Person not employed by the CMAR, Engineer, Architect or TCCD. All Bids or Proposals shall be made public after the award of the Contract or within seven days after the date of final selection of Bids or Proposals, whichever is later.

If the CMAR reviews, evaluates, and recommends to TCCD a Bid or Proposal from a Trade Contractor or subcontractor but TCCD requires another Bid or Proposal to be accepted, TCCD shall compensate CMAR by a change in price, time or guaranteed maximum cost for any additional cost and risk that the CMAR may incur because of TCCD's requirement that another Bid or Proposal be accepted.

If a selected Trade Contractor or subcontractor defaults in the performance of its work or fails to execute a subcontract after being selected, the CMAR may, without advertising, itself fulfill the Contract requirements or select a replacement Trade Contractor or subcontractor to fulfill the Contract requirements.

7.2.5.5. Payment and Performance Bonds

If a fixed Contract amount or guaranteed maximum price has not been determined at the time the Contract is awarded, the penal sums of the Performance and Payment Bonds delivered to TCCD must each be in an amount equal to the project budget, as specified in the RFP (section 1.7.82) or RFQ (section 1.7.84). The CMAR shall deliver the Bonds not later than the 10th day after the date the CMAR (section 1.7.24) executes the Contract (section 1.7.25) unless the CMAR furnishes a Bid Bond or other financial security acceptable to TCCD to ensure that the CMAR will furnish the required Performance and Payment Bonds when a guaranteed maximum price is established.

7.2.6. Construction Manager Agent ("CMA")

This method is unique to Construction Services and results in a CMA who represents TCCD in a fiduciary capacity in providing consultation to TCCD regarding Construction, rehabilitation, alteration or repair of a Facility. The Contract may require the CMA to provide administrative personnel, equipment, on- site management and other Services specified in the Contract. (Texas Govt Code 2269.201)

7.2.6.1. Independent Architect or Engineer

Before or concurrently with selecting a CMA (section 1.7.23), TCCD shall select or designate an Architect or Engineer who shall prepare the construction documents for the project and who has full responsibility for complying with Chapter 1001 or 1051, Occupations Code, as applicable. If the Architect or Engineer is not a full-time TCCD employee, TCCD shall select the Architect or Engineer on the basis of demonstrated competence and qualifications as provided by the PSPA, Section 2254.004, Government Code. A Vendor may be selected from the IDIQ (section 1.7.49) pool provided written justification for the selection is approved by the Director of Procurement and the amount to be spent is < \$500,000. Board approval is also required if over \$250,000.

TCCD's Architect or Engineer may not serve, alone or in combination with another Person, as the CMA unless the Architect or Engineer is hired to serve as the CMA under a separate or concurrent procurement. TCCD's Architect or Engineer may

still provide customary Construction Phase Services under the Architect's or Engineer's original Professional Service Agreement in accordance with applicable licensing laws.

7.2.6.2. Independent Inspection Services

If needed for the project (as determined by TCCD), TCCD or the selected CMA shall procure, in accordance with the PSPA, Section 2254.004, Government Code, all of the Testing of Construction Materials, Engineering, the Inspection Services, and the Verification Testing Services necessary for acceptance of the Facility by TCCD. A Vendor may be selected from the IDIQ (section 1.7.49) pool provided written justification for the selection is approved by the Director of Procurement and the amount to be spent is < \$500,000. Board approval is also required if over \$250,000.

7.2.6.3. RFQual

TCCD shall select a CMA (section 1.7.23) on the basis of demonstrated competence and qualifications in the same manner as provided for the selection of Architects or Engineers under the PSPA, Section 2254.004, Government Code. A Vendor may be selected from the IDIQ (section 1.7.49) pool provided written justification for the selection is approved by the Director of Procurement and the amount to be spent is < \$500,000. Board approval is also required if over \$250,000.

7.2.6.4. Selection of Other Contractors

If TCCD uses the CMA (section 1.7.23) method, TCCD must then procure the remaining Construction Services in accordance with this section 7.

7.2.7. Job Order Contracts (JOC)

This method is unique to Construction Services and is limited to Contracts for the minor Construction, repair, rehabilitation or alteration of a Facility if the work is of a recurring nature but the delivery times are indefinite and indefinite quantities (IDIQ) and orders are awarded substantially on the basis of pre-described and pre-priced tasks. (Texas Govt Code 2269.401) Contracts may be awarded to one or more JOC Contractors in connection with each Solicitation. In any event, Contracts awarded must provide the Best Value (section 1.7.7) to TCCD and shall consider all of the factors listed in Texas Education Code §44.031(b). Per Board Policy CM (LOCAL) The Board may authorize job order contract pools/master agreements for maintenance, repair, alteration, renovation, remediation, or minor construction of a facility. The Board shall approve one or more published construction unit price books as the basis of the fees.

In establishing the pool, the Board shall approve not to exceed aggregate spend authority for the pool and each firm in the pool. The Chancellor shall promulgate procedures related to the allocation of service authorizations among authorized firms

to ensure quality and fairness. Approval of the Director of Procurement to use a JOC Contract for a particular project must be obtained before any negotiations are initiated with a JOC Contractor for that project.

7.2.7.1. Request for JOC Proposals

In the request for JOC proposals, TCCD may require Offerors to submit additional information besides rates, including experience, past performance, and proposed personnel and methodology.

TCCD may also establish contractual unit prices for a job order contract by either:

- Specifying one or more published construction unit price books and the applicable divisions or line items; or
- Providing a list of work items and requiring the Offerors to Bid or propose one or more coefficients or multipliers to be applied to the price book or work items as the price proposal.

The base term of a JOC is for the period of two (2) years, with any renewal option, that TCCD sets forth in the RFP (section 1.7.82). If TCCD fails to advertise that term, the base term may not exceed two (2) years and is not renewable without further advertisement and Solicitation of Proposals.

7.2.7.2. Advertisement

Solicitations will be advertised twice in the local newspaper (*Commercial Recorder*) — once a week for at least two weeks prior to the bid opening date. Procurement is responsible for the content of and posting of the advertisement.

7.2.7.3. Pre-Proposal Conference

Unless otherwise stated in the solicitation document, attendance of prospective Offerors at a pre-proposal conference is not mandatory. If the pre-bid is made to be mandatory, it must be clearly stated in the advertisement (section 5.3.1.4) and in the Proposal package.

7.2.7.4. Proposal Due Date

Proposals will be due on the deadline specified in the solicitation and shall not be earlier than 14 days after the last advertised date in the *Commercial Recorder*. Any Proposal, request for withdrawal, or modification of a Proposal that is not received at the designated location, time and date set forth in the JOC Proposal documents will be deemed late and will not be considered. Delivery of the Proposal to the specified location is the sole responsibility of the Proposer. Sealed Proposals may be submitted to (unless the Proposal package should state otherwise):

Tarrant County College District
Attention: Procurement
300 Trinity Campus Circle
Fort Worth, TX 76102

7.2.7.5. Receipt and 1.44 Tabulation of Bid

Upon receipt, sealed Bids will be date stamped and logged by Procurement on or before the deadline specified in the Solicitation. The Bid opening shall be attended by a minimum of two (2) employees of Procurement. The Requesting Department and Vendors may attend as well. Bids will be publicly opened on the date specified in the Solicitation, and will be recorded and tabulated by Procurement.

7.2.7.6. Bid Evaluation and Award

Contracts may be awarded to one or more JOC Contractors in connection with each Solicitation. Proposals will be evaluated by a Supplier Recommendation Team (SRT (section 1.7.95). Members of the SRT are selected by Procurement. The SRT shall always seek award to the Vendor offering the Best Value (section 1.7.7) to TCCD in accordance with the factors listed in Texas Education Code, Section 44.031(b). All TCCD employees shall conduct evaluations in an ethical (section 3) and fair manner. HUB consideration is paramount to the process (section 1.7.61).

When an Award requires final Approval by TCCD's Board, a Summary of Procurement (section 1.7.100) will be prepared jointly by the Requesting Department and Procurement in a format acceptable to the Board. The Requesting Department will prepare an action to place the initiative on the Board Agenda only after Procurement has signed off on the Summary of Procurement. The Requesting Department will present the initiative to the Board with support from the Purchasing Department, if necessary. Procurement will maintain these documents along with an abstract of Bids in the Procurement file.

7.2.7.7. Job Orders (Releases)

Once Awards are made, an individual order for a job or project under the JOC (section 1.7.56) must be signed by TCCD per Delegation of Authority (section 15) and the Contractor. The order may be a fixed price, lump-sum Contract based substantially on contractual unit pricing applied to estimated quantities or may be a unit price order based on the quantities and line items delivered. Projects with a cost of \$250,000 or greater require Board approval.

7.2.7.8. -Payment and Performance Bonds

The contractor shall provide Payment and Performance Bonds in the same manner as stated in the Definitions (section 1.7) herein, based on the amount or estimated

amount of any order.

7.2.7.9. Architect or Engineering Services

If a JOC (section 1.7.56) or an order issued under the Contract requires Architectural or Engineering Services that constitute the practice of Engineering within the meaning of Chapter 1001, Occupations Code, or the practice of Architecture within the meaning of Chapter 1051, Occupations Code, TCCD shall select or designate an Architect or Engineer to prepare the construction documents for the Facility project. If the Architect or Engineer is not a full-time TCCD employee, TCCD shall select the Architect or Engineer on the basis of demonstrated competence and qualifications as provided by the PSPA, Section 2254.004, Government Code. A Vendor may be selected from the IDIQ (section 1.7.49) pool provided written justification for the selection is approved by the Director of Procurement and the amount to be spent is \leq \$500,000. Board approval is also required if over \$250,000.

HUB consideration is paramount to the process (see section 1.7.61).

7.2.8. Limitation on Change Orders for Construction Contracts

Texas Government Code Chapter 2267 establishes limits on Change Orders for Construction Contracts. The limits are triggered when the price of a Contract reached \$1 million. Contracts with original Contract prices of \$1 million or more cannot be increased by more than 25%. Contracts with lower original Contract prices that are subsequently increased to reach the \$1 million threshold cannot increase by more than 25% of the revised Contract amount.

8. CONTRACTS

8.1. General Requirements

General Counsel governs all aspects of the Contract and Contract review process.

All procurement Contracts are processed through Procurement.

Procurement has overall Contract custodial responsibility (section 1.7.26). All Contract Approval Routers (section 1.7.27) and accompanying Contracts (section 1.7.25) must flow through Procurement. Procurement will assign a control number (Contract number) to the CAR and review the Contract. Procurement will route the CAR, Contract and a cover page (<https://inside.tccd.edu/procurement/forms-and-documents/#4-wpfd-contract-relatedto>) to General Counsel. General Counsel will review as necessary and return to Procurement upon final completion. Provided the purchase has received Board approval (if necessary – section 7.1.4), Procurement will pursue all required Signatures per TCCD's Delegation of Authority (section 15). Once the Contract (section 1.7.25) has been approved and signed, Procurement will maintain one original copy, forward one original copy to the Vendor, and provide the Requesting Department with a copy. Procurement will file an original electronically and in hard-copy form. In addition, Procurement will be responsible for maintaining documentation of

supplier performance, as required, utilizing criteria such as terms, price, quality, delivery, timeliness and service level as may be tracked jointly between the Requesting Department and Procurement.

Process:

1. Requesting Department prepares appropriate Contract (section 1.7.25).
2. Requesting Department reviews Contract to ensure the terms meet technical, delivery, timeline, warranty and insurance requirements.
3. Requesting Department prepares a Contract Approval Router (CAR – section 1.7.27) (The CAR can be found at <https://inside.tccd.edu/procurement/forms-and-documents/#4-wpfd-contract-related> signed by appropriate personnel per TCCD's Delegation of Authority depicted in section 15).
4. Requesting Department forwards completed CAR and Contract document to Procurement for review.
5. Procurement administers Contract review as determined by the specific guidelines set by the General Counsel. All Contracts that are deemed necessary for review either by Procurement or General Counsel per the aforementioned guidelines must have General Counsel's approval before any other action pertaining to the purchase initiative is undertaken.
6. Subsequent to legal review, Procurement reviews, assigns a Contract number to the CAR and obtains approval per TCCD's Delegation of Authority (section 15).
7. Procurement retains one original, forwards one original to the Vendor for Signature and provides the Requesting Department with a copy. Procurement will also electronically scan the Contract.

There are three basic types of Contracts — Procurement Contracts (which includes construction contracts) Revenue Generating Contracts and Academic Contracts (typically zero value and are not processed through Procurement), as described below. All such Contracts shall adhere to the following general requirements:

- **Multi-Year Contracts** — A solicitation must specify whether or not a Multi-Year Contract may be awarded. A Multi-Year Contract must contain provisions that allow for termination by TCCD upon ninety (90) days or less prior written notice at any time or contains a non-appropriations clause that includes a statement that the Contract will be paid only from current revenues and that it may be terminated at the end of TCCD's fiscal year for non-appropriation of funds. Additionally, such Contracts are subject to an annual administrative review to determine if the Contract must be terminated for non-appropriation or other reasons stated in the Contract.
- **Modification to Contracts** — Any changes shall be processed through Procurement that specifies: reason for the change, requested by (name), date of request and dollar amount, if applicable. The modification process will be generated through a memorandum from the Requesting Department and approved by the budget authority of the requesting area. The request shall specify in detail the changes to be integrated into the Contract document. Upon review, the Contract modification will be issued by Procurement, signed by the Contractor, and the appropriate TCCD

personnel per the Delegation of Authority depicted in section 15. The Contract modification document will be attached to the original Contract and a copy issued to Procurement's file, the Requesting Department and the Contractor.

- **Legal Review** — Governed by General Counsel. Generally all Contracts should receive legal review.
- **Signature Authority** — see TCCD's Delegation of Authority (section 15 herein).

8.1.1. Procurement Contracts

These are Contracts that have been awarded based on some type of procurement process conducted through Procurement, including:

- Commodities
- Services
- Consultants
- Grant Purchases
- Construction Services

8.1.1.1. Commodities/Services Contracts

Contracts for Commodities or Services may vary depending on the type of procurement used to acquire the Commodities (for example: State Contract, competitive bidding, Request for Proposals – section 1.7.82). A Contract Approval Router is required (section 1.7.27). Board approval is required if Contract exceeds \$250,000 singly or in the aggregate.

8.1.1.2. Consultant Agreements

Contracts for consulting services shall be issued prior to services rendered and must be submitted to Procurement for advance review. In selecting a Consultant, the Requesting Department shall base the choice on demonstrated competence, knowledge, qualifications, and on the reasonableness of the proposed fee. A CAR is required (section 1.7.27). HUB consideration is paramount when selecting a Consultant (section 1.7.61). All Contracts shall specify the nature of the Service, dollar amount, and any special payment requirements. The Requesting Department shall contact Procurement to communicate any changes and/or problems during the process of completing the project. Procurement will facilitate required changes.

8.1.1.3. Construction Contracts

Per Board Policy CM (LOCAL) Construction contracts valued at or above \$250,000 (including job order contract master agreements with a maximum aggregate spend

authority at or above \$250,000) shall be submitted to the Board for approval. Lesser expenditures for construction and construction related materials or services shall be at the discretion of the Chief Financial Officer or designee and consistent with law and policy.

Prior to advertising, the Board has delegated authority to the Chancellor to determine the project delivery/contract award method that provides the best value to the College

District to be used for each construction contract valued at or above \$50,000. The Board also has delegated authority to the Chancellor to select the project delivery/contract award method that provides the best value to the College District for each construction contract valued at up to \$250,000. The Board shall approve

the selected project delivery method to be used for construction contracts valued at or above \$250,000 when it authorizes the contract.

8.1.2. Academic Contracts

Typically zero value Contracts having to do with Academics. Such Contracts are not processed through Procurement and the CAR (section 1.7.27) is not a requirement. These Contracts are administrated, managed and filed by the office of the Vice Chancellor for Academic Affairs.

8.2. Grant Purchases

Grant-Related Procurement Laws and Policy

In addition to TCCD's standard procurement policy, grant purchases are also applicable to TCCD's policy for state and federal revenue sources found at CAAB (LEGAL). Grants are award to TCCD, and not to individual PMs. As such, items and equipment purchased with grant funds belong to TCCD. All college policies regarding capital equipment, purchasing, and procurement apply.

The federal government imposes a set of standards for the acquisition of supplies equipment and real property purchased with federal funds. Procurement procedures must comply with standards imposed by the U.S. Office of Management and Budget (OMB) Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR-200).

TCCD's Office of Grants Development and Compliance follows OMB established uniform administrative requirements, cost principles, and audit requirements for federal awards to a non-federal entity as described in 2 C.F.R. 200.101 (Applicability); CAAB (LEGAL).

Period of Performance

A non-federal entity may charge to the federal award only allowable costs incurred during the period of performance (except as described in 2 C.F.R. 200.461) (Publication and Printing Costs)) and any costs incurred before the federal awarding agency or pass-through entity made the federal award that were authorized by the federal awarding agency or pass-through entity. 2 C.F.R. 200. 309; CAAB(LEGAL)

Property Standards

Real property, equipment, intangible property, and other property acquired or improved under a federal award are subject to the standards as described by 2

C.F.R. 200.310(Insurance Coverage); 2. CFR. 200.311(Real Property); 2 C.F.R. 200. 312 (Federally-owned and exempt property); 2 C.F.R. 200.313 (Equipment); 2. C.F.R 200.314 (Supplies); 2 C.F.R. 200.315 (Intangible property) and 2 C.F.R. 200.316 (Property trust relationship); CAAB(LEGAL).

Insurance Coverage

The non-federal entity must, at a minimum, provide the equivalent insurance coverage for real

property and equipment acquired or improved with federal funds as provided to property owned by the non-federal entity. Federally owned property need not be insured unless required by the terms and conditions of the federal award. 2 C.F.R. 200.310; CAAB(LEGAL).

Procurement

Generally, the non-federal entity must use its own documented procurement procedures, which reflect applicable state, local, and tribal laws and regulations, provided that the procurements conform to applicable federal law and the standards identified in this 2

C.F.R. Part 200. 2 C.F.R. 200.318(a); CAAB(LEGAL).

Conflict of Interest

2 C.F.R. 200.112 states TCCD must disclose in writing any potential conflict of interest to the federal awarding agency or pass-through entity according in accordance with applicable federal awarding agency policy; CAAB (LEGAL).

- All purchases must be in compliance with the College's written standards of conduct covering conflict of interest and governing the actions of its employees engaged in the selection, award, and administration of contracts. In addition no employee, officer, or agent may participate in the selection, award, or administration of a contract supported by a federal award if he or she has a real or apparent conflict of interest. Such conflict of interest would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization that employs or is about to employ any of these parties indicated herein, has a financial or other interest in or a tangible personal benefit from a firm considered for a contract. The officers, employees, and agents of the college may neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts. 2 C.F.R. 200.318 (c) (1); CAAB (LEGAL).

Eligible Contractors

The non-federal entity must award contracts only to responsible contractors possessing the ability to perform successfully under the terms and conditions of a proposed procurement. Consideration will be given to such matters as contractor integrity, compliance with public policy, record of past performance, and financial and technical resources. 2 C.F.R. 200.318(h)(Eligible Contractors); CAAB(LEGAL)

The non-federal entity must take all necessary affirmative steps, including those described by 2 C.F.R. 200.321, to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible. 2 C.F.R. 200.321(a) (contracting with certain businesses); CAAB(LEGAL)

All procurement transactions must be conducted in a manner providing full and open competition consistent with standards of 2 C.F.R. 200.319 (Competition); CAAB(LEGAL)

Methods of Procurement

The non-federal entity must use one of the methods of procurement described by 2 C.F.R. 200.320, including procurement by micro-purchase, procurement by small purchase procedures, procurement by sealed bids, procurement by competitive proposals, and procurement by noncompetitive proposals. 2 C.F.R. 200.320; CAAB(LEGAL).

Required Contract Provisions

TCCD is required to maintain oversight to ensure that contractors perform in accordance with the terms, conditions, and specifications of a contract per 2 C.F.R. 200.318. Per 2 C.F.R. 200.326, TCCD's contracts must contain the applicable provisions in Appendix II to Part 200. The following are examples of the required provisions but do not represent a comprehensive list:

- Remedies
- Termination
- Equal Employment Opportunity
- Davis Bacon Act
- Debarment and Suspension

Procurement of Recovered Materials

A non-federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recover; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines. 2 C.F.R. 200.322;CAAB(LEGAL),

Oversight

Non-federal entities must maintain oversight to ensure that contractors perform in accordance with the terms, conditions, and specifications of their contracts or purchase orders. 2 C.F.R. 200.318(b);CAAB(LEGAL),

Settlement of Contractual and Administrative Issues

The non-federal entity alone must be responsible, in accordance with good administrative practice and sound business judgment, for the settlement of all contractual and administrative issues arising out of procurements. These include, but are not limited to, source evaluation,

protests, disputes, and claims. These standards do not relieve the non-federal entity of any contractual responsibilities under its contracts. The federal awarding agency will not substitute its judgment for that of the non-federal entity unless the matter is primarily a federal concern. Violations of law will be referred to the local, state, or federal authority having proper jurisdiction. 2 C.F.R. 200.318(k);CAAB(LEGAL)

Records

The non-federal entity must maintain records sufficient to detail the history of procurement. These records will include, but are not necessarily limited to, the following: rationale for the method of procurement, selection of contract type, contractor selection or rejection, and the basis for the contract price. 2 C.F.R. 200.318(i); CAAB(LEGAL).

Performance Reports

The non-federal entity is responsible for oversight of the operations of the federal award supported activities. The non-federal entity must monitor its activities under federal awards to assure compliance with applicable federal requirements and performance expectations are being achieved. Monitoring by the non-federal entity must cover each program, function, or activity. 2 C.F.R. 200.331 Requirements for Pass-through entities; 2 C.F.R. 200.328(a) monitoring requirement; CAAB(LEGAL).

Non-Construction Performance Reports

The federal awarding agency must use standard, OMB-approved data elements for collection of performance information, including performance progress reports, Research Performance Progress Report, or such future collections as may be approved by OMB and listed on the OMB website.

The non-federal entity must submit performance reports at the interval required by the federal awarding agency or pass-through entity to best inform improvements in program outcomes and productivity. Intervals must be no less frequent than annually nor more frequent than quarterly except in unusual circumstances, for example where more frequent reporting is necessary for the effective monitoring of the federal award or could significantly affect program outcomes. Annual reports must be due 90 calendar days after the reporting period; quarterly or semiannual reports must be due 30 calendar days after the reporting period. Alternatively, the federal awarding agency or pass-through entity may require annual reports before the anniversary dates of multiple year federal awards. The final performance report will be due 90 calendar days after the period of performance end date. If a justified request is submitted by a non-federal entity, the federal agency may extend the due date for any performance report.

The non-federal entity must submit performance reports using OMB-approved government wide standard information collections when providing performance information. As appropriate in

accordance with above-mentioned information collections, these reports will contain, for each federal award, brief information on the following unless other collections are approved by OMB:

1. A comparison of actual accomplishments to the objectives of the federal award established for the period. Where the accomplishments of the federal award can be quantified, a computation of the cost (for example, related to units of accomplishment) may be required if that information will be useful. Where performance trend data and analysis would be informative to the federal awarding agency program, the federal awarding agency should include this as a performance reporting requirement.
2. The reasons why established goals were not met, if appropriate.
3. Additional pertinent information including, when appropriate, analysis and explanation of cost overruns or high unit costs. 2 C.F.R. 200.328(b); CAAB(LEGAL)

Significant Developments

Events may occur between the scheduled performance reporting dates that have significant impact upon the supported activity. In such cases, the non-federal entity must inform the federal awarding agency or pass-through entity as soon as the following types of conditions become known:

1. Problems, delays, or adverse conditions which will materially impair the ability to meet the objective of the federal award. This disclosure must include a statement of the action taken, or contemplated, and any assistance needed to resolve the situation.
2. Favorable developments which enable meeting time schedules and objectives sooner or at less cost than anticipated or producing more or different beneficial results than originally planned. 2 C.F.R. 200.328(d); CAAB(LEGAL)

Site Visits

The federal awarding agency may make site visits as warranted by program needs. 2 C.F.R. 200.328(e); CAAB(LEGAL)

Mandatory Disclosure

The non-federal entity or applicant for a federal award must disclose, in a timely manner, in writing to the federal awarding agency or pass-through entity all violations of federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the federal award. Failure to make required disclosures can result in any of the remedies described in 2 C.F.R. 200.338 (Remedies for noncompliance), including suspension or debarment. [See also 2 C.F.R. Part 180 and 31 U.S.C. 3321] 2 C.F.R. 200.113

Compliance

If a non-federal entity fails to comply with federal statutes, regulations, or the terms and conditions of a federal award, the federal awarding agency or pass-through entity may impose additional conditions, as described in 2 C.F.R. 200.207 (Specific conditions). If the federal awarding agency or pass-through entity determines that noncompliance cannot be remedied by imposing additional conditions, the federal awarding agency or pass-through entity may take one or more of the following actions, as appropriate in the circumstances:

1. Temporarily withhold cash payments pending correction of the deficiency by the non-

federal entity or more severe enforcement action by the federal awarding agency or pass-through entity.

2. Disallow (that is, deny both use of funds and any applicable matching credit for) all or part of the cost of the activity or action not in compliance.
3. Wholly or partly suspend or terminate the federal award.
4. Initiate suspension or debarment proceedings as authorized under 2 C.F.R. Part 180 and federal awarding agency regulations, or in the case of a pass-through entity, recommend such a proceeding be initiated by a federal awarding agency.
5. Withhold further federal awards for the project or program.
6. Take other remedies that may be legally available. 2 C.F.R. 200.338; CAAB(LLEGAL)

Non-federal entities are subject to the non-procurement debarment and suspension regulations implementing Executive Orders 12549 and 12689, 2 C.F.R. Part 180. These regulations restrict awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in federal assistance programs or activities. 2 C.F.R. 200.213; CAAB(LLEGAL)

Grant purchases follow processing of requisition procedures (section 4) as well as any specific grant requirements. Deadlines to procure goods and services will be determined by specific grant provisions. Purchases are restricted by grant conditions. Grant administrators shall communicate with Procurement prior to submitting a Purchase Requisition (section 1.7.80). **Procurement initiatives for Grant Purchases that are > \$250,000 in value (singularly or in aggregate over any given 12-month period) must engage the competitive bidding process (see section 5 herein).**

9. VENDOR REQUIREMENTS

9.1. Debarment and Suspension

9.1.1. Notification to Vendor

TCCD Procurement shall notify the Vendor by the most expeditious method available, including but not limited to telephone, email and fax, of an action under this policy and procedure manual. In addition to the most expeditious method, TCCD shall also notify the Vendor in writing, via certified mail, return receipt requested. The notice shall be in terms sufficient to apprise the Vendor of the conduct or transactions upon which it is based. TCCD shall notify a Vendor when:

- a Vendor is being investigated for potential Debarment (section 1.7.32);
- a Vendor's active or pending Contract has been cancelled; or
- a Vendor will be Debarred.

9.1.2. Length of Debarment

TCCD Procurement may Debar a Vendor for a period of no more than five years upon

a finding that:

- a. continued acceptance of goods or Services or Vendor performance under the Contract may constitute a hazard to health, safety, welfare or property;
- b. the Vendor committed fraud in the procurement or performance of the Contract, including submission of falsified documents by the Vendor or any Person under the direction or control of the Vendor;
- c. there was financial participation by a Person who received compensation from TCCD to participate in preparing the specifications or request for Proposals on which the Contract is based or there was any other violation of Texas ethics laws;
- d. the Vendor has been Debarred by another state agency or by the federal government;
- e. the Vendor has been convicted of a crime related to fraud in the procurement or performance of any governmental Contract including, but not limited to, a conviction for violation of antitrust, collusion, conspiracy, larceny, theft of services, bribery, coercion laws or any other criminal act based on an intent to defraud any governmental entity in the provision of goods or Services;
- f. the Vendor has publicly indicated an unwillingness to honor a Bid Award; and
- g. the Vendor has been found to have knowingly and intentionally acted in a manner inconsistent with TCCD's Vendor policies and procedures related to prohibited communications, ethics and conflicts of interest.

9.1.3. Investigation

The Director of Procurement shall conduct an investigation upon a complaint regarding a Vendor's acts and omissions in procurement or performance of a Contract where the complaint may constitute cause for Debarment (section 1.7.32) or has failed to perform under a Contract (section 1.7.25) for any of the reasons in this Procurement Policy and Procedures Manual.

9.1.4. Length of Investigation

The Director of Procurement shall complete its investigation within 120 days of the receipt of the complaint. TCCD may, upon receipt of a complaint, cancel the Vendor's active or pending Contract or cease payments under the Vendor's active or pending Contract during the period the Vendor is under investigation; assess actual damages and costs incurred due to Vendor's failure to perform as specified in the Contract; or take any other action authorized by law.

9.1.5. Findings of Investigation

TCCD shall decide whether to cancel the Vendor's Contract by considering:

- the effects of a work stoppage to TCCD;
- the seriousness of the breach of Contract;
- any hazard to health, safety, welfare or property; and
- any other reason TCCD determines is relevant to the particular circumstances.

9.1.6. Vendor Response

A Vendor shall submit a written response to the Director of Procurement within ten (10) days of receipt of the notice received under section 1 of this procedure. The Vendor is presumed to have received the notice upon TCCD's receipt of fax confirmation or receipt returned by U.S. mail, whichever period is shorter. TCCD may, for good cause shown, allow the Vendor one ten (10) day extension of time to provide the Vendor's response.

9.1.7. Contents of Vendor Response

The Vendor shall respond to each reason TCCD cites in a notice received under section 9.1.1 of this procedure and shall include all facts the Vendor believes are relevant, including any applicable mitigating circumstances and remedial measures.

9.1.8. The Director of Procurement Findings

Upon completion of its investigation or upon receipt of the Vendor's response, the Director of Procurement shall determine whether the Vendor should be debarred. The Director of Procurement shall consider the seriousness of the Vendor's acts or omissions, and any mitigating factors or remedial measures submitted in the Vendor's written response to TCCD. The Director of Procurement shall inform the Vendor of its finding within ninety (90) days of the original notice provided in section 9.1.1 of this procedure. If TCCD is conducting an investigation under section 9.1.3 of this procedure, then the time periods in this section are extended by the length of the investigation.

9.1.9. Mitigating Circumstances

TCCD shall consider whether the Vendor's failure to perform was caused, in whole or in part, by an act of God or force majeure; TCCD shall review whether the Vendor provided TCCD with timely notification of the event and the reasonableness of the duration of the Vendor's failure to perform after the event. In its review, TCCD may consider the following:

- *mutual mistake;*
- *legal impossibility; or*
- *significant economic disruption affecting a particular industry*

9.1.10. Remedial Measures

TCCD may also consider whether the Vendor:

- 9.1.10.1. *immediately identified and remedied the cause of the failure to perform;*
- 9.1.10.2. *brought the offending conduct to the attention of TCCD and fully investigated the circumstances surrounding that conduct;*
- 9.1.10.3. *cooperated fully in TCCD's investigation;*
- 9.1.10.4. *recognized and understood the seriousness of the misconduct giving rise to the cause for debarment; and*
- 9.1.10.5. *any other remedial measures, including implementation of control procedures, ethics training, or other disciplinary actions against responsible individuals that the Vendor has instituted.*

9.1.11. Request for Review

9.1.11.1.

A finding that a Vendor should be Debarred may be reviewed by the Chief Financial Officer at the request of the Vendor. A Vendor shall submit a written request for review by the Chief Financial Officer within ten (10) days of receipt of the Director of Procurement finding conducted in accordance with this procedure.

9.1.11.2.

The Vendor may request an in-person review and the Chief Financial Officer may consider oral presentations and written documents presented by interested parties. The Chief Financial Officer shall set the order and amount of time allowed for presentations.

9.1.11.3.

Chief Financial Officer may reinstate the Vendor to Bidders lists; reduce the period of Debarment; affirm the finding of TCCD; or reinstate the Vendor to a particular Contract. The Chief Financial Officer may take one or more of the actions listed herein and shall specify, in writing, the reasons for the decision.

9.1.11.4.

Chief Financial Officer shall issue the decision on the request for review within sixty (60) days of the receipt of the Vendors' request for review.

9.1.11.5.

No Person who has an interest in the outcome of the Chief Financial Officer's review may communicate directly or indirectly upon the merits of an investigation or employees prior to the Chief Financial Officer's decision unless the Chief Financial Officer specifically authorizes such communication.

9.2. Conflict of Interest Disclosures

All Vendors are charged with notice of the Conflict of Interest disclosure requirements contained in

Local Government Code, Chapter 176. To the extent any conflicts exist that require disclosure, all Vendors must comply with Chapter 176. Failure to comply with Chapter 176 is considered a default under a Contract with TCCD, and TCCD may at its sole option declare the Contract void or voidable. This requirement is a material term of all Contracts between TCCD and any Vendor.

9.3. Criminal History Information

In accordance with Texas Education Code §44.034, before entering into a Contract (section 1.7.25) with TCCD, a Person or business must give notice to TCCD if the Person or an owner or operator of the business has been convicted of a felony. TCCD may terminate a Contract with a Person or business if TCCD determines that the Person or business failed to give such notice or misrepresented the conduct resulting in the conviction. TCCD must compensate the Person for Services performed before the Contract terminated.

9.4. No Delinquent Taxes or Other Debt to TCCD

In accordance with Texas Education Code §44.044, upon approval by the TCCD Board of Trustees by resolution, this procedure shall go into effect by which TCCD may refuse to enter into a Contract or other transaction (that requires Board approval) with a Person indebted to TCCD. The term "Person" includes an individual, sole proprietorship, corporation, nonprofit corporation, partnership, joint venture, limited liability company, and any other entity that proposes or otherwise seeks to enter into a Contract or other transaction with TCCD. This requirement is a material term of any Contract between TCCD and any Vendor that requires Board approval.

10. VENDOR DISPUTES

10.1. Purpose

To provide guidelines for TCCD employees in the event a Vendor dispute should arise as a result of an Award.

10.2. Vendor Protest

10.2.1. Vendor Protest

10.2.1.1.

Any actual or prospective Bidder, Offeror or Contractor who is aggrieved in connection with the Solicitation, evaluation or Award of a Contract may formally protest to the Director of Procurement. Such protests must be in writing and received in the Director's office within five working days after such aggrieved Person knows or should have known of the occurrence of the action, which is protested. Formal protests must conform to the requirements of this subsection.

10.2.1.2.

In the event of a timely protest or appeal under this section, TCCD shall not proceed

further with the Solicitation or with the Award of the Contract unless the Chief Financial Officer, after consultation with the Director of Procurement makes a written determination that the Award of Contract without delay is necessary to protect substantial interests of TCCD.

10.2.1.3.

A formal protest must be in writing, signed and shall contain:

- A specific identification of the statutory or regulatory provision(s) (if any) that the action complained of is alleged to have violated;
- A specific description of each act alleged to have been violated;
- A precise statement of the relevant facts;
- An identification of the issue or issues to be resolved;
- Argument and authorities in support of the protest;
- A statement that copies of the protest have been mailed or delivered to TCCD and other identifiable interested parties.

10.2.1.4.

The Director of Procurement shall have the authority, prior to appeal to the Chief Financial Officer to settle and resolve the dispute concerning the solicitation or Award of a Contract. The Director of Procurement may solicit written responses to the protest from other interested parties.

10.2.1.5.

If the protest is not resolved by mutual agreement, the Director of Procurement will issue a written determination on the protest.

10.2.1.5.1.

If the Director of Procurement determines that no violation of rules or statutes has occurred, he shall so inform the protesting party, and other interested parties by letter, which sets forth the reasons for the determination.

10.2.1.5.2.

If the Director of Procurement determines that a violation of the rules or statutes has occurred in a case where a Contract has not been awarded, he shall so inform the protesting party and other interested parties by letter which sets forth the reasons for the determination and the appropriate remedial action.

10.2.1.5.3.

If the Director of Procurement determines that a violation of the rules or statutes

has occurred in a case where a Contract has been awarded, he shall so inform the protesting party and other interested parties by letter which sets forth the reasons for the determination, which may include ordering the Contract to be terminated.

10.2.1.6.

The Director of Procurement's determination on a protest may be appealed by an interested party to the Chief Financial Officer. An appeal of the Director of Procurement's determination must be in writing and must be received in the Chief Financial Officer's office no later than five working days after the date of the Director of Procurement's determination. If an oral presentation is requested it shall be done at this time and in conjunction with the appeal. The appeal shall be limited to review of the Director of Procurement's determination. Copies of the appeal must be mailed or delivered by the appealing party, to TCCD and other interested parties and must contain an affidavit that such copies have been provided.

10.2.1.7.

The Chief Financial Officer may, in his discretion, refer the matter to the Chancellor for consideration or issue a written decision on the protest.

10.2.1.8.

When a protest has been appealed to the Chief Financial Officer, under section 10.2.1.6 of this procedure or has been referred to the Chancellor under section 10.2.1.7 of this procedure, the following requirements shall apply:

10.2.1.8.1.

Copies of the appeal, responses of interested parties, if any, shall be sent to the Chief Financial Officer or the Chancellor.

10.2.1.8.2.

The Chief Financial Officer or the Chancellor may consider oral presentations and written documents presented by interested parties. The Chief Financial Officer shall set the order and amount of time allowed for presentations.

10.2.1.8.3.

The Chief Financial Officer's or the Chancellor's determination of the appeal shall be final.

10.2.1.9.

Unless good cause for delay is shown or the Chief Financial Officer determines that a protest or appeal raises issues significant to Procurement and contracting practices or procedures, a protest or appeal that is not filed timely will not be considered.

10.2.1.10.

A decision issued either by the Chancellor or by the Chief Financial Officer shall be the final administrative action of TCCD.

10.3. Vendor Performance

Procurement and the Requesting Department shall complete a Vendor evaluation report prior to exercising a Contract renewal option and/or upon completion of each Contract. Any performance-related issues may be grounds for Debarment (section 1.7.32) or suspension of the Contractor.

10.4. Vendor Payment

TCCD will not pay (section 1.7.67) a Vendor unless an invoice is received for the goods or Services provided and a delivery confirmation substantiating satisfactory receipt of goods or performance of Service is submitted (electronically via Colleague – section 3.5.6 herein)

11. Vendor Insurance Requirements

Vendors that will be on TCCD's premises are required to have appropriate insurance coverage. Proof of insurance is required before a Vendor can be awarded business and perform. It is the Requisitioning Department's responsibility to obtain adequate proof of insurance from the recommended Vendor. This proof of insurance should be part of the Supporting Documentation (section 1.7.96) submitted to Procurement with the Purchase Requisition (section 1.7.80). Insurance requirements are posted below and are also posted at www.tccd.edu. Questions of whether a Vendor has adequate insurance coverage should be directed to TCCD's Risk Management Office at 817-515-1829.

Insurance Requirements

Type Ins	Category A	Category B	Category C	Category D	Category E
	Special Events Lessees (TULIP)	General Services: Elevator Insp, Computer Repair, Drapery Install, Microscope Clean, Fish Tank Clean, etc.	Bldg Trades: Plumber, Electrician, Carpenter, Boiler service, Installation services, etc.	Professional Services/ Consultants	Construction Services
GL Addn Ins & Waiver of Sub needed	\$1M/\$1M	\$1M/\$1M	\$1M/\$1M	\$1M/\$1M	\$1M/\$2M
Auto Addn Ins & Waiver of Sub needed	N/A	\$500K CSL	\$500K CSL	\$500K CSL	\$500K CSL
W/C Waiver of Sub needed	N/A	Statutory	Statutory	Statutory	Statutory
Emp. Liab	N/A	\$100K/\$300K/\$100K	\$500K/\$500K/\$500K	\$100K/\$300K/\$100K	\$500K/\$500K/\$500K
Prof. Liab	N/A	N/A	N/A	Consult with Risk Management	Consult with Risk Management
Poll. Liab	N/A	N/A	N/A	Consult with Risk Management	Consult with Risk Management
Bldg Risk	N/A	N/A	N/A	Consult with Risk Management	Consult with Risk Management

12. Underutilized Business (HUB)

A detailed depiction of TCCD's HUB policy can be found at:

<https://www.tccd.edu/documents/community/business/-hub-program.pdf>

SECTION 1: INTRODUCTION

The Tarrant County College District Board initially adopted a Historically Underutilized Business Plan on August 24, 2006. The purpose of this update is to formally adopt the Texas Comptroller's Program as required by Texas Government Code 2161.003. In addition, it provides a general update of the objectives and outreach strategies that will be employed to reach the stated goals.

Historically Underutilized Business (HUB) are terms frequently used when describing the fabric of our ever-changing workplace. Whether in reference to the internal staff of a business, corporation, or a group of entrepreneurial contractors, and HUB supplier development initiatives should be an integral part of any organization that is committed to inclusion and providing equal opportunities for all qualified individuals.

Generally, HUB supplier development initiatives are greatly influenced by the internal business practices of an organization, which take a strong business rationale to drive small business activity. When staff members are held accountable for embracing and utilizing historically underutilized businesses, they are more inclined to accept the idea and make personal adjustments for a more productive work environment.

Utilization of a historically underutilized supplier base has clear advantages, and many business leaders see doing business with HUB firms as essential for staying competitive and sharing in business growth trends.

Tarrant County College District (TCCD) has a comprehensive HUB Program that will continue to guide TCCD's mode of operation in project construction, purchasing of goods and services, and the functionality of all internal departments.

SECTION 2: POLICY STATEMENT

It is the policy of Tarrant County College District (TCCD) to form business alliances with Historically Underutilized Businesses to maximize opportunities for HUBs to successfully compete in procurement processes for products and services purchased by TCCD. This policy is designed to actively encourage the largest possible audience to participate in TCCD's HUB Program. HUBs will have equal opportunities to compete for contracts for products and services requested by TCCD.

The program is designed to collect data on vendor participation and encourage outreach to ensure equitable access to TCCD procurement opportunities. This program does not establish or enforce demographic-based preferences but seeks to expand the pool of qualified vendors based on merit."

TCCD will develop a continuously updated source library of HUBs that demonstrate that they can successfully compete and meet the supply and service needs of TCCD.

All potential suppliers have access to TCCD bid opportunities by accessing www.tccd.edu, then, clicking on "Community" then "Bids with TCC".

The TCCD district wide goals are based on the State of Texas HUB goals. TCCD includes the North Texas market of Tarrant-adjacent counties including Denton, Collin, Rockwall, Parker, Dallas, Johnson, Ellis, Kaufman which is consistent with the policies of the North Central Texas Regional Certifying Agency (NCTRCA). As of the date of adoption of this Plan, the statewide HUB

goals for the procurement categories for the State of Texas are outlined below but may be updated from time-to-time at the discretion of the Texas Comptroller's Office.

- 11.2% for heavy construction other than building contracts;
- 21.1% for all building construction, including general contractors and operative builders' contracts;
- 32.9% for all special trade construction contracts;
- 23.7% for professional services contracts;
- 26.0% for all other services contracts; and
- 21.1% for commodities contracts.

These goals were established based on a Disparity Study engaged by the Texas Comptroller of Public Accounts to comprehensively review the State's utilization of HUBs and to evaluate various options for program development.

Objectives of the TCCD Plan:

- Establish a philosophy and method to develop, maintain, and enhance HUB involvement in the contracting process by incorporating sensitivity to HUB inclusion in the RFQ and RFP processes and ensuring that HUBs available in the market are specifically identified for participation.
- Ensure that certified and qualified HUB firms are offered fair share advantages to compete for opportunities district-wide by documenting the participation of HUBs in the purchasing processes and the outcomes;
- Ensure that the Director of Purchasing builds HUB objectives into the procurement process and oversees with appropriate discipline including frequent audits to ensure effective execution of the Program.
- Provide HUB firms with job performance requirements and prerequisites for submitting proposals on all contracting opportunities initiated by TCCD and offer instructions on the steps necessary to prepare and complete responses.
- Encourage all companies that submit proposals for TCCD contracts to form alliances with HUB firms and major organizations to create greater opportunities for successful and profitable business relationships.
- Keep HUB firms informed of current and upcoming opportunities through various media outlets such as TCCD's newsletter, chambers of commerce postings, minority newspapers, and other sources that have direct contact with historically underutilized business communities.

TCCD is committed to offering equal opportunities for HUB firms to provide commercially useful goods and services; however, HUBs also have a responsibility to access TCCD methods of communicating business opportunities.

SECTION 3: CERTIFICATION/VERIFICATION

Vendors may submit HUB certifications or equivalent documentation as part of TCCD's data collection process. Certification is not required for participation in procurement opportunities. All vendors are encouraged to participate regardless of certification status.

TCCD accepts equivalent certifications from the North Central Texas Regional Certification Agency (NCTRCA), the State of Texas Historically Underutilized Businesses (HUB), DFW-Minority Supplier Diversity

Council (DFW- MSDC), or Women’s Business Enterprise-Southwest (WBE-SW). This provides a standard verified process to ensure HUBs meet statutory requirements.

SECTION 4: HUB CONTRACT CLAUSES

All applicable TCCD departments with contract administration and procurement responsibilities will ensure that the following HUB clauses are included in all contracts and requests for bids or proposals subject to approval by the TCCD Board of Trustees and/or Chancellor. The inclusion of the HUB Program goals and applicable percentage as determined by TCCD in all proposal packages will become binding parts of the contract.

- **DISPUTE RESOLUTIONS**

Prime contractors/vendors are encouraged to include appropriate language in their subcontract agreements that will be used to resolve disputes.

- **PROMPT PAYMENT**

As a part of its HUB Program, TCCD will include the following or a similar clause in each contract.

The Prime contractor/vendor agrees to pay each Subcontractor under this prime contract agreement for satisfactory performance of its subcontract, no later than ten (10) calendar days from receipt of each payment the Prime contractor receives from the owner. Prime contractor/vendor further agrees to return retainage payments (if applicable) to each Subcontractor within ten (10) calendar days after Subcontractor’s work is completed. Any delay or postponement of payment, from the above-referenced schedule, may only occur for good cause following written approval from TCCD.

- **NON-DISCRIMINATION ASSURANCE**

As a part of its HUB Program, TCCD will include the following or a similar clause in each contract: During the performance of this contract, the contractor, subcontractor, or vendor agrees not to discriminate on the basis of race, color, national origin, sexual orientation, or disability. Failure to ensure non-discriminating efforts may result in a material breach of contract, which in turn may result in the termination of the contract or other remedies that TCCD deems appropriate. The contractor/ vendor understands the requirement to include this clause in all subcontracts and purchase orders.

- **RETAINAGE**

For all projects, retainage (if applicable), will be held by TCCD and paid when a contractor/vendor has fulfilled all obligations under the terms of the contract.

The Prime contractor/vendor agrees to return retainage payments (if applicable) to each Subcontractor in accordance with the requirements of the subcontracts after Subcontractor’s work is completed and accepted. Any delay or postponement of payment from the above-referenced schedule may only occur for good cause following written approval from TCCD.

SECTION 5: HUB SUBCONTRACTOR MODIFICATIONS OR SUBSTITUTIONS

This provision applies to all modifications and substitutions of HUB subcontractors under the awarded contract. The contractor/vendor will be required to comply with this provision to the extent needed to achieve HUB

percentage or goal.

- A. For every contract or bid, the Prime contractor/vendor will provide a separate letter of intent for each identified Subcontractor on its team. If a contract is awarded, it is expected that the Subcontractors identified in the Letter of Intent will actually perform the work.
- B. The Prime contractor/vendor must submit to TCCD written documentation prior to the termination or substitution of a HUB Subcontractor in the event a Prime contractor/vendor requests to terminate or substitute a HUB Sub-contractor listed to fulfill the contract requirements, and Prime Contractor subsequently performs the work with its own forces, an affiliate, a non HUB Subcontractor or other HUB Subcontractor. This will include any changes to items of work, material, services, or HUB firms that differ from those identified in the *Intent to Perform as a Subcontractor Form* on file with TCCD (**refer to Intent to Perform as a Subcontractor Form in Section 16**). The vendor/contractor must provide any and all documentation and information as may be requested with respect to the requested change.
- C. The vendor/contractor's documentation will include the specific reasons for the proposed change. Reasons that are acceptable include but are not limited to: HUB was not able to perform; HUB was unable to produce acceptable work; and/or HUB submitted an unreasonable escalation in price. If a HUB Subcontractor is substituted for another HUB Subcontractor, the Contractor will include the name, address, certification number, and principal office of the proposed HUB firm in its documentation. After providing an opportunity for the Contracting Department to make its recommendations, TCCD will approve or reject the change.
- D. If the change involves a Subcontractor substitution, the vendor/contractor must make a good faith effort to replace the HUB with another HUB. The replacement firm must be NCTRCA, HUB, DFW-MSDC, or WBE-SW certified in order for vendor/contractor to receive credit for fulfilling the HUB participation goal. In the event that the vendor/contractor is unable to contract with another HUB firm, good faith effort documentation must be provided to the Contracting Officer describing the unsuccessful attempts to locate a substitute HUB. In all situations, the Contractor may not terminate or replace a HUB Subcontractor without the **prior written consent** from TCCD.
- E. With the request for change, the vendor/contractor must submit a new *Intent to Perform as a Subcontractor Form* to verify that the firm(s) is NCTRCA, HUB, DFW-MSDC, or WBE-SW certified. TCCD will notify the vendor/contractor in writing of the decision as expeditiously as possible. If the contract has been awarded and TCCD approves the proposed substitute Subcontractor in writing, the Contractor will provide a copy of the newly executed subcontract agreement with the proposed HUB firm to TCCD within ten (10) business days of receipt of the substitution approval.
- F. If the change involves a modification, vendor/contractor must submit, if applicable, the Intent to Perform as a Subcontractor Form specified for contract modifications for any HUB Subcontractor affected by this change. This form may be obtained from TCCD.

If the Contractor does not comply with this provision, TCCD may elect to apply available remedies as appropriate.

SECTION 6: JOINT VENTURE, TEAMING, AND MENTOR-PROTÉGÉ PROGRAMS

- A. TCCD will encourage joint ventures, teaming arrangements, and mentor-protégé programs to ensure prime contracting opportunities for HUB firms on eligible projects.
- B. If a Contractor or Consultant engages in a joint venture, teaming arrangement, or mentor-protégé program to satisfy the HUB commitment, TCCD will have access to

and may review, evaluate, and accept or reject all contractual agreements and other pertinent documents regarding the following:

- Initial capital investment of each venture partner or team member;
- Allocation of profits and losses to each venture partner or the participation percentage to each team member;
- Sharing of the right to control the ownership and management of the joint venture or team;
- Actual participation of venture partners in the performance of the contract;
- Method of, and responsibility for, accounting;
- Methods by which disputes are resolved; and
- Other pertinent joint venture or teaming arrangement factors.
- Contractor's equal business opportunity commitment, to the mentor protégé relationship.

Protégé firm must be NCTRCA, HUB, DFW-MSDC or WBE-SW certified.

- A written mentor-protégé agreement must be completed by both parties engaged in the mentor- protégé arrangement and must be executed before a notary public. The agreement will clearly delineate the rights and responsibilities- ties of each mentor-protégé and for their assigned contracting activity. Parties must agree to enter into the relationship for a minimum of one year.
- Protégé firm will not be permitted to re-subcontract any of its work to the mentor firm. The protégé firm will not re-subcontract or reassign any of its work to any other Contractor without TCCD's prior written approval.

Protégé firms may be used to satisfy up to 100 percent of the total HUB goal for any contracted project or service.

SECTION 7: MONITORING PAYMENTS TO HUB FIRMS

TCCD monitors vendor participation to ensure compliance with procurement standards and evaluates trends through data collection. Participation metrics are for informational purposes only and do not influence procurement decisions.

The Prime Contractor will submit invoices monthly or as designated by the contract documents. TCCD will pay approved invoices or payment requests within thirty (30) calendar days. The Prime Contractor agrees to pay each Subcontractor under this prime contract for satisfactory performance in accordance with requirements of the subcontract. **TCCD may require written notification when payment has been sent to the Subcontractor (refer to Proof of Payment Certification Form in Section 16).**

Concurrently, with the submission of each invoice or payment request, the Contractor will provide a breakdown of the amounts previously paid to all HUB firms identified by the Contractor to participate in the contract. Prime Contractors will submit a *Vendor Payment Report Form* with all supporting documents (**see Vendor Payment**

Report Form in Section 16).

All reports of noncompliance will be referred to the Director of Purchasing, and if appropriate, to TCCD's legal counsel for review.

In order to monitor the progress of its HUB Program, TCCD will maintain a record-keeping system designed to:

- Assess HUB use on all TCCD contracts and subcontracts.
- Identify and monitor Prime Contractor's and Subcontractor's HUB inclusion and utilization.

On a monthly basis, TCCD will monitor TCCD's progress and performance in achieving the HUB quality and quantity goals. Reviews will take place on a quarterly and annual basis (or as outlined in active prime contract agreements).

SECTION 8: HUB UTILIZATION SUPPORT

TCCD will implement procedures to support HUB utilization of bids and contract awards that emphasize the inclusion of HUB firms. The successful bidder will be selected on qualifications, reasonable pricing, and best value.

A. HUB UTILIZATION REQUIREMENTS

1. In addition to the requirements set elsewhere, bid conditions will include a statement of the HUB percentage goal established for the project. The requirements below also apply to circumstances where change orders or extra work give rise to new trade or vendor opportunities outside the original scope of work.
2. All contracts (with an estimated cost of \$50,000.00 or more) will be awarded and administered in accordance with the following standards and procedures:
 - Competitive bids for applicable contracts will include HUB participation goals and accompanying documentation in the bid specifications. HUB documentation consists of the Special Instructions for Bidders, Affidavit Statement, HUB Utilization, (refer to forms in Section 16)
 - Competitive bids where the vendor/contractor meets or exceeds the HUB project percentage/goal is encouraged to submit document HUB subcontractors or partners on the Subcontractor Utilization Form or the Joint Venture Form.
 - Competitive bids where the vendor/contractor has subcontracting and/or supplier opportunities but does not include HUB participation that is equal to or exceeds the project percentage/goal is encouraged to submit the HUB Subcontractor Utilization Form and documentation.
 - Competitive bids where the vendor/contractor has subcontracting and/or supplier opportunities but does not include HUB participation is encouraged to submit the Subcontractor Utilization Form and the appropriate documentation.

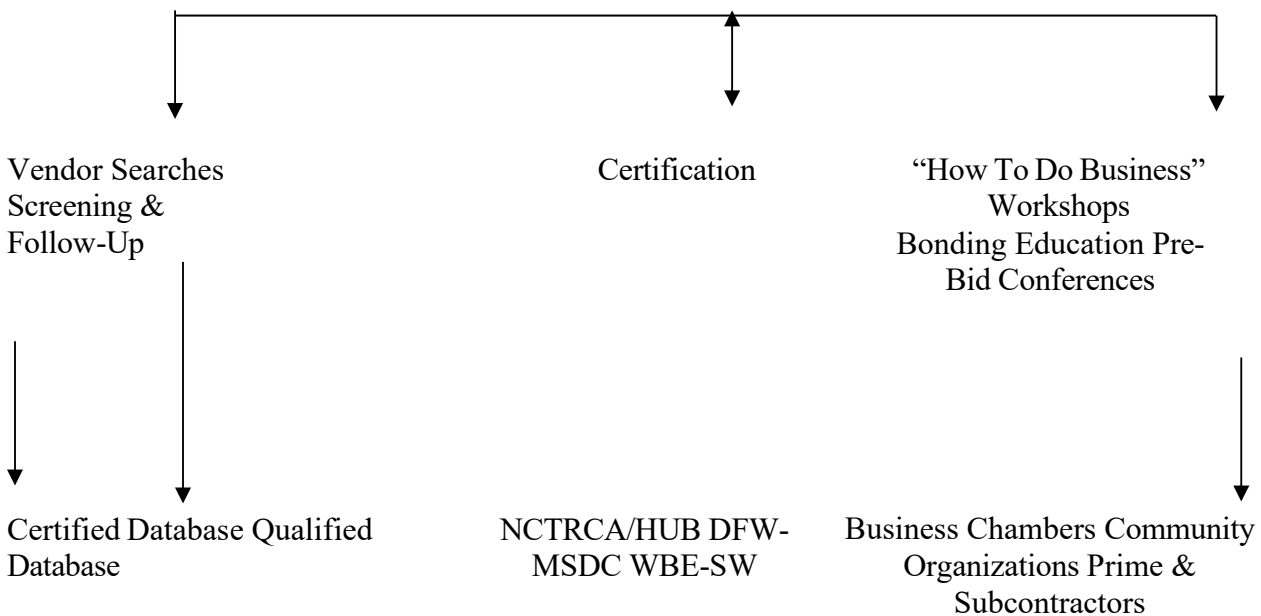
B. BEST VALUE CRITERIA for TCCD HUB PROGRAM

- TCCD will implement procedures for construction and purchase of goods and services under the formal bid amount to emphasize the inclusion of HUB firms.

HUB Utilization Support

Vendor searches will assist Prime Contractors in their effort to reach and exceed the project goal. Certification screening and follow-up with all Subcontractors and Vendors is critical to the entire procurement process. Education and communication are also key components of HUB utilization support.

TCCD HUB UTILIZATION SUPPORT



SECTION 9: COOPERATIVE PURCHASING

State statutes allow public entities to improve procurement efficiency through participation in cooperative agreements in a variety of forms, Buy Boards, DIR, interlocal agreements with other units of local government, etc. The intent is to avoid replication of competitive bidding across public entities which is critical to the efficient operation of government.

Prior to utilizing this form of procurement, TCC will evaluate if HUB goals were established in the base contract and/or if the product or service has HUB capacity within the market.

SECTION 10: OUTREACH PLAN

TCCD collaborates with a wide range of community and business organizations to share procurement opportunities and collect data on vendor participation. These collaborations aim to increase awareness of opportunities without promoting preferences based on demographic characteristics.

Links to Web sites (where possible) will help HUB firms gain broader access to bidding information, business development resources, and training opportunities.

Strong emphasis will be placed on the importance of soliciting certified HUB firms for subcontracting opportunities at pre-bid conferences and in bid documents. TCCD will examine specifications to identify special subcontracting opportunities, and strongly encourage Prime Contractors and Bidders to solicit Subcontractor bids from HUB firms.

The TCCD team will assess the effectiveness of the HUB Program and identify opportunities to enhance the Program by evaluating HUB participation and compliance.

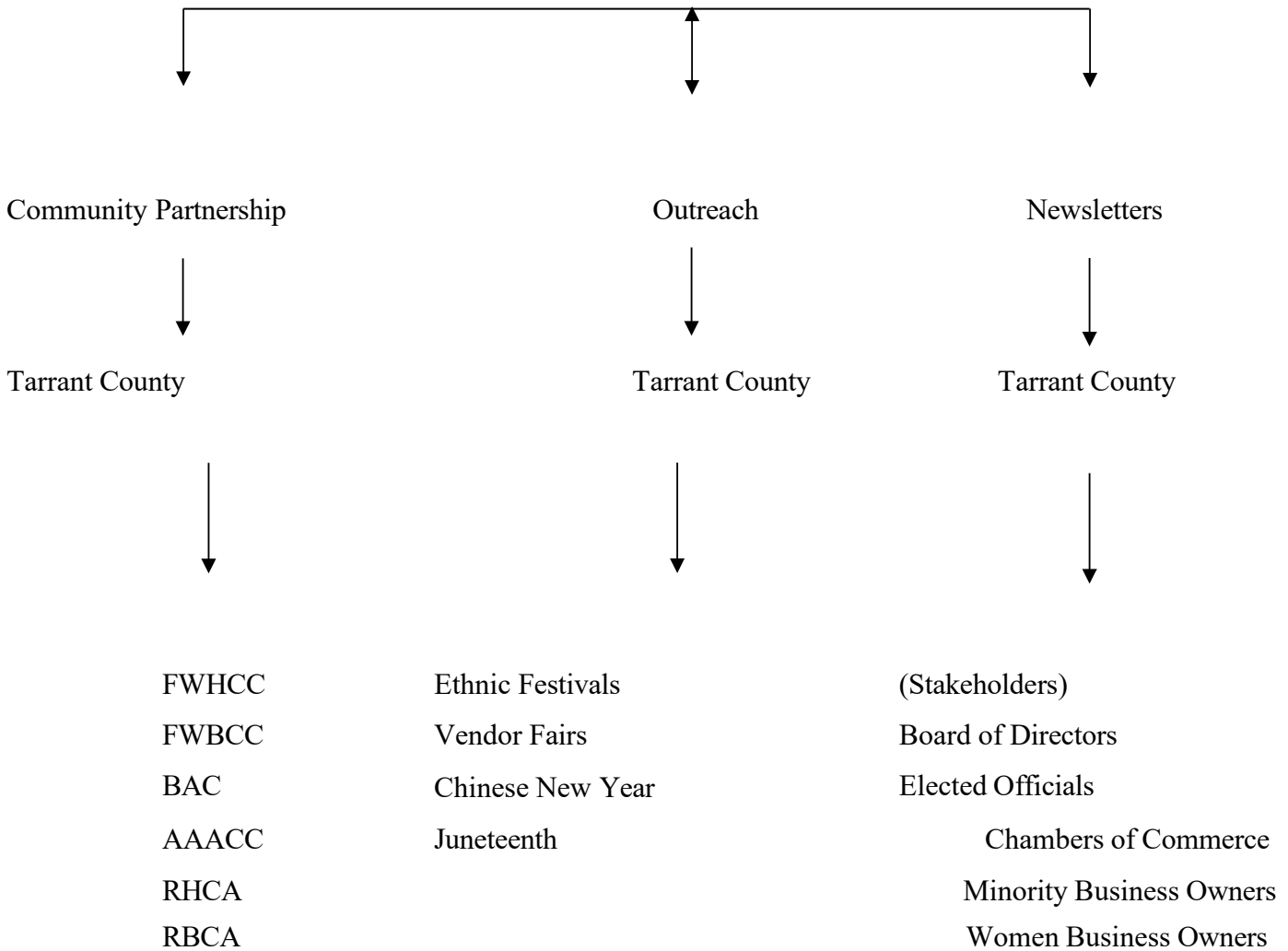
The TCCD team will identify subcontracting opportunities unique to each construction contract and procurement bid. The TCCD team will also concentrate heavily on targeting certified HUB firms that have expressed an interest in TCCD. Contacts will be made to interested businesses no later than ten days prior to the bid opening, and a list of Prime Contractors that are pre-qualified to bid on the project will be provided to interested HUB Firms.

HUB OUTREACH SUPPORT

Tarrant County College District, providing outreach support, will utilize the NCTRCA, HUB, DFW-MSDC, or WBE-SW as resources. Additional sources to be utilized include:

- Community Partnerships
- Job Fairs
- Employment Fairs
- Partnership Newsletters
- Pre-bid Meetings
- Student Business Education Fairs

TCCD OUTREACH SUPPORT



SECTION 11: TRACKING SUPPORT

One of the greatest values of a comprehensive HUB Program is to develop and implement the plan, work through the challenges, evaluate the accomplishments, and celebrate the successes. Tracking allows TCCD Team to document successes. The critical area for the plan is the tracking component for all TCCD HUB utilization.

A system wide tracking program will be maintained by the TCCD team to provide a uniform procedure. Timeliness in capturing measurable results is key to the tracking process. TCCD staff will evaluate and track HUB participation on contracts on a monthly basis and report performance against the adopted goal percentages on a quarterly basis to the Board of Trustees. The tracking program will allow testing and evaluation of critical program components on a monthly basis. It will also assist in the evaluating of “best

practices.” The quarterly report to the Board of Trustees will also include all outreach activities during the period being reported.

Tracking documents will require a monthly commitment from all partners involved. Reporting forms will be developed by the TCCD team to capture all elements in a timely manner. The areas designated for tracking include:

- Construction and Goods & Services contracts
- Prime Contractors
- HUB Participation
- Multiple Tiered
- Compliance

SECTION 12: ENFORCEMENT PENALTIES

All participants participating in the HUB Program are encouraged to comply with TCCD requirements as set forth in the HUB Program, and applicable federal and state laws. TCCD reserves the right to apply all remedies available under federal, state, and local laws, including, but not limited to, responsibility determinations in future contracts, suspension and sanction procedures, and forfeiture of profits as provided for elsewhere.

TCCD may recommend additional sanctions against Contractors/Consultants that are found to be in noncompliance with the HUB Program requirements of HUB contract provisions at any time during the term of a TCCD contract.

TCCD may report any suspected false, fraudulent, or dishonest conduct to the appropriate parties or any applicable enforcement agency, including the Texas Attorney General’s Office.

SECTION 13: GRIEVANCE PROCEDURE

TCCD has developed timely procedures for filing grievances related to sanctions for noncompliance. In the event the Participant is not satisfied with a sanction decision, Participant may appeal the sanction by filing a grievance in the form of a letter disputing the claims within (10) working days of the delivery of the sanction notice.

Step I – File documentation with the Director of Procurement, who will respond within ten (10) working days of receipt of the grievance unless a meeting is requested by the Participant which will be scheduled within 30 days; if an in-person meeting occurs, Participant may appear with legal counsel but must notify TCCD of this intent with the filed grievance;

Step II – If dissatisfied with the outcome of Step I, file grievance with Chief Financial Officer within ten (10) working days of receipt of response from the Director of Procurement. Chief Financial Officer will respond within ten (10) working days.

Step III – If dissatisfied with the outcome of Step II, file grievance with Chancellor within ten (10) working days of receipt of response from the Chief Financial Officer for decision. Chancellor will respond within ten (10) working days and the decision is final.

SECTION 14: SEVERABILITY

Provisions of this HUB Program are declared to be separate and severable. The invalidity of any clause, sentence, paragraph, subdivision, section, or portion of the HUB Program, or the invalidity of the application thereof to any person or circumstance, will not affect the validity of the remainder of this Program, or the validity of its application to other persons or circumstances.

SECTION 15: CERTIFICATION

Tarrant County College District (TCCD) has selected the NCTRCA, HUB, DFW-MSDC and WBE-SW as its official certification agencies for all HUB firms.

Each of the approved certification agencies use certification guidelines established by the U. S. Department of Transportation, Title 49 CFR Part 26 and from the Federal Aviation Administration as applicable.

- www.nctrca.org
- www.wbc southwest.org
- www.dfwmsdc.com
- www.comptroller.texas.gov/purchasing/vendor/registration

13. Travel

Travel expense reimbursement is available only to Tarrant County College District Trustees, current and prospective employees, and students. Travel expense reimbursement for spouses and/or other family members is not authorized.

13.1. RESPONSIBILITY OF DEPARTMENT AND EMPLOYEES

13.1.1. Department Responsibility

Department heads shall review and approve travel expenses submitted by employees under their authority in order to achieve maximum economy and efficiency. Travel expenses will be reimbursed only when travel is required to conduct official Tarrant County College District business and when such travel expenses fall within these travel and reimbursement guidelines.

It is the responsibility of division/department heads to ensure that duplicate reimbursements are not allowed.

It is left up to each department as to what forms (for travel and leave) they require for their internal use, however, those will be in addition to any forms and processes described in this procedure as they are required.

13.1.2. Employee Responsibility

Each employee requesting travel reimbursement is responsible for ensuring that expenses claimed are within these travel and reimbursement guidelines and in line

with internal regulations determined by the department. Failure to comply with these guidelines will result in delayed payment or total rejection of the claim. False or fraudulent requests for reimbursement will void all claims associated with the specific trip and may lead to disciplinary action. Claims must be submitted within thirty (30) calendar days upon returning from travel status.

If an employee receives overpayment for travel expenses, the employee shall reimburse the District for such overpayment immediately. Travel advances not cleared with the Business Services Office within ninety (90) calendar days may result in a payroll deduction.

13.2. GENERAL PROVISIONS

13.2.1. Authorization for Travel

The traveler's supervisor must grant a pre-travel authorization if such travel is not within the normal scope of the job. This is accomplished by completing a "Request and Authorization for Leave of Absence" through XELV in Colleague.

13.2.1.1.

For normal business related travel, a Travel Request must be completed within Concur and approved by the appropriate person(s) as listed below in (a-c) in advance of scheduling Travel.

Approval should be obtained at least three (3) business days prior to leaving.

- a. Local and in-state travel must have supervisor/division/department head approval.
- b. Out-of-state travel must have the Chancellor's Executive Leadership Team (CELT) member's approval or appropriately designated administrator's approval.
- c. International travel must have the Provost's or designee's approval (Academic related travel) or the Chancellor's or designee's approval (for administrative travel).

13.2.2. Travel Advance

13.2.2.1.

Requests for travel advance should be submitted at least one (1) week prior to travel. Travel advances Should be requested as part of the Request Process within Concur and are generally limited to per diem only.

13.2.2.2.

For sponsors who participate in Student Group Travel there is an option to request a Single Use (declining balance) Card for expenses anticipated for a student trip.

Instructions and procedures for this program are available in the TCCD Intranet under Finance.

13.2.2.3.

Travel advances cannot be requested more than thirty (30) calendar days prior to the trip.

13.2.2.4.

Advances for student travel can be up to 100 percent of estimated travel expenses. The District employee responsible for the student(s) is also responsible for clearing student's advances within ten (10) calendar days of return.

13.2.3. Travel Expense Voucher

13.2.3.1.

A Concur Travel (Overnight) Expense report must be completed and submitted at the conclusion of each trip

13.2.3.2.

Requests for reimbursement should be completed within thirty (30) calendar days after the completion of travel. Delays may result in lengthy period of reimbursement. Local mileage and employee reimbursements should be submitted as separate Reimbursements & Day Trips Expense Report within Concur, not included in travel/trip requests.

13.2.3.3.

Reimbursements for local (Metroplex) mileage and out-of-pocket expenses should be submitted within Concur at a maximum, no more than once every 30 days., Employees are welcome to submit these type reports each quarter or each term if they prefer, but should not cross fiscal years.

13.2.3.4.

Actual dates of travel and/or out-of-pocket reimbursements must be submitted within the fiscal year affected. Requests submitted more than thirty (30) calendar days from end-of-travel day will require a written explanation and the approval the employee's designated CELT member.

13.2.3.5.

1. When submitting a Concur Expense Report for reimbursement, the following items are needed, when applicable:
2. If the reimbursement is for overnight travel, A fully approved Request to Travel is required.

3. Hotel: an itemized receipt from the hotel.
4. Actual meals: see “Meals” section for explanation between actual expenses (receipts required) and per diem (no receipts required) reimbursements.
5. Transportation (air, rental car, bus, taxi, etc.): receipts are required. Mileage: for actual mileage between cities, google maps tool within the Concur System.

13.2.4. Registration Expenses

13.2.4.1.

A District-paid registration fee can be paid in advance to the organization if required or necessary to receive a discount. This can be done through the TCC Marketplace and must be received by Accounts Payable Department a minimum of two (2) weeks prior to the event or mailing deadline or via Pcard if within the prescribed spending limits.

13.2.4.2.

Copy of the completed registration form is required.

13.2.4.3.

Membership dues/fees to associations or organizations are not to be paid as part of travel reimbursement. Only travel-related fees are to be submitted.

13.2.4.4.

Claims for credit/noncredit courses will not be reimbursed as part of travel reimbursement.

13.2.4.5.

One employee may replace another employee at a conference if the employee attaches proof of attendance along with an approved authorization.

13.2.4.6.

Administrators shall make every effort to ensure full attendance at any seminar or conference that has been paid in advance. Cancellation charges for “no shows” are reimbursable only with the approval of a CELT member and must be submitted within thirty (30) calendar days of the “no show.”

13.2.5. Airfare

Arrangements for air travel should be made through the online booking tool within Concur whenever possible or through District’s designated travel management company (CTP). When a group of 4 or more are attending the same meeting, use of

the District's designated travel management company (CTP) is required unless prior approval is obtained before alternate travel arrangements are made.

13.2.5.1.

The District will not reimburse first or business class airfare unless prior

approval is granted by the Chancellor. Coach class is the authorized mode of air transportation without such approval.

13.2.5.2.

Every effort should be made to book flights in advance in order to receive the lowest discount fares. The lowest discount fare must be used provided there are no more than two flight connections, unless authorized by a CELT member.

13.2.5.3.

The reimbursement of tickets obtained by redemption of frequent flyer awards is not permitted.

13.2.6. Mileage

13.2.6.3.

Mileage reimbursement will not be allowed if the cost exceeds the lowest available airfare plus transportation to and from the airport at the destination should ground transportation be selected for trips that require more than eight (8) hours to complete.

13.2.6.4.

When two or more employees carpool, only one shall receive mileage reimbursement.

Reimbursement for local (metroplex) mileage (object code 55420) should be submitted as a Reimbursements & Day Trips expense report within

Concur and can include any additional out of pocket expenses that are reimbursable as long as they are not related to a travel event.

13.2.7. Meals

No reimbursement for the cost of meals will be made in official travel except in compliance with the following conditions and limitations:

13.2.7.1.

Each employee traveling on District business which requires an overnight stay, will be allowed a per diem based on the current Federal GSA per diem rate for meals & incidentals for the specific location for the travel. The per diem rate will be adjusted automatically during processing should there be a change in the rate. No

receipts for meals are required. Meals within the Metroplex are not reimbursable, unless they are included in a conference or seminar registration fee or the employee will be away from his/her primary headquarters longer than six (6) hours. Such fees for meals should be subtracted from per diem at the rate of \$12 per meal. Allocations for meals include tips and tax.

13.2.7.2.

For out-of-state travel, employees may elect the Federal GSA per diem rate without receipts or actual meal expenses, including tax and tips, with receipts. Alcoholic beverages are not reimbursable under actual expenses. Expenditures for one day cannot be carried over to another day. The employee must select one method of meal reimbursement for the entire trip.

Should actual meal expenses be selected, the traveler must exercise reasonable common sense in what is spent on meals based on the economic conditions of the location. Tips must be reasonable as customary.

13.2.7.3.

In the course of doing business it may be necessary to purchase the meal of a nonemployee. Such expense must have prior written approval of the appropriate administrator of the department in order to be reimbursable. Meal expenses cannot be reimbursed through petty cash.

13.2.7.4.

District employees paying for student group meals must submit a receipt and an explanation of the cost. If per diem is used the "Student Travel Form" must be submitted as part of the support.

13.2.8. Parking

Reimbursements will be provided for actual expenses with receipts.

13.2.9. Personal Travel

13.2.9.1.

A District employee traveling between point of origin and destination may stop at an intermediate point for personal reasons subject to the following conditions:

Employees shall not claim per diem status for the amount of time he/she is conducting personal business.

Transportation costs may be paid for the trip if employee does not deviate from the normal line of travel.

This can only be done if the cost is the same or less, otherwise the employee pays the difference.

If a District employee deviates from the normal route of travel between point of origin and destination for personal reasons, the meal per diem and transportation will not be allowed for that portion of the trip.

13.2.9.2.

An employee may be permitted to claim extra travel time and per diem in order to take advantage of lower excursion or super saver airfare. This should not be construed to permit an employee to fly to cities other than the city in which business is to be conducted in order to qualify for the special rate. This can only be done if the additional cost of meals and lodging is less than the amount saved by using the excursion economy fare. This can only be done if the cost is the same or less, otherwise the employee pays the difference.

13.2.10. Lodging

13.2.10.1.

Arrangements for lodging may be made through the online booking tool within Concur, the District's designated travel management company (CTP) or directly with a Conference hotel..

13.2.10.2.

Each District employee or official will be reimbursed hotel expenses at the single room rate.

13.2.10.3.

When two or more District employees share lodging they should allocate the charge between individuals for reimbursement.

13.2.10.4.

Employees attending conferences or seminars should attempt to stay in the sponsored hotel or authorized participating hotels of the sponsoring organization.

13.2.10.5.

Every effort should be made to stay below the State of Texas approved maximum of \$85 when lodging within the state.

13.2.10.6.

Employees should request the state) when making reservations to obtain the best rate possible.

13.2.10.7.

When traveling in Texas, a "Hotel Occupancy Tax Exemption Certificate" MUST be completed and provided at the time of hotel registration to prevent being charged state taxes. This form may be found on the TCCD website under "Faculty/Staff," then "Purchasing-Forms." Texas State Occupancy Tax will NOT be reimbursed.

13.2.11. Car Rental

Arrangements for car rental may be made through the online booking tool within Concur, or the District's designated travel management company (CTP). Car rental will be permitted only when it is more economical than the use of a taxi or personal car. Use of a car rental must be approved prior to travel by a supervisor or CELT member.

13.2.11.1.

Car rental reservations are to be made with the District's approved car rental companies when available.

13.2.11.2.

Compact or economy class should be requested when practical.

13.2.11.3.

Reimbursement includes actual rental cost (rate and applicable taxes and fees), as well as gasoline. Items not reimbursable are personal accident insurance or safe trip insurance and personal effects insurance.

13.2.11.4.

Students may not be reimbursed for car rentals.

13.2.11.5.

Receipts for rental cars and gasoline are required.

13.2.12. Public Transportation

Receipts are required when reimbursement is requested for public transportation such as bus, taxi or shuttle service and are to be attached to the employee's travel expense report.

13.2.13. Incidental Expenses

Incidental expenses are costs incurred by a District employee or official in the performance of the employee's duty, while on travel status, which are not covered under other travel expenses.

1. Allowable:

- a. Phone calls for official business, local and long distance
- b. Gasoline, repairs, towing and parking fees for District-owned vehicles (receipts are required)

- c. Copies or mailing costs incurred by the employee or official that are required by the department for informational or investigative purposes; receipts are required
2. Not Allowed:
- a. Gasoline, repairs for personal automobiles
 - b. Excess baggage for personal belongings
 - c. Passports or passport photos required for foreign travel
 - d. Alcoholic beverages (a state agency may not use appropriated money to compensate an officer or employee for the use of alcoholic beverages).
 - e. Any personal expense items such as movies, spas, or health club
 - f. Traffic violations of any kind
 - g. Meals for other individuals, except as previously described
 - h. Personal phone calls

13.2.14. Our, Group Bus or Charter Transportation

Due to liability requirements, it is imperative that the following items be adhered to:

13.2.14.1.

15-passenger vans are not permitted under any circumstance.

13.2.14.2.

Only permanent, full-time employees who have had their drivers' record checked may drive TCC vehicles, rental vehicles, and transport students as passengers in their private vehicles.

13.2.14.3.

Bus, charter and tour operators must be approved by the Chief Financial Officer prior to confirming any reservation with the Vendor. The following must be sent to the Chief Financial Officer.

- Certificate of Liability Insurance; see Attachment B listing the required coverage and wording
- Proposed trip itinerary/Contract

13.2.14.4.

Copy of the vice chancellor's approval, along with the above documents should be sent to Purchasing as documentation for the purchase order process.

14. Sale of Surplus

Obsolete surplus property will be placed on public sale list to be sold through sealed bids or auction.

15. Delegation of Authority

(see section 1.7.34)

Specific approving or signature authority per TCCD policy as follows:

15.1. Purchase Requisition Approvals

(see section 1.7.80):

Academia/Operations

<u>Value</u>	<u>Authority</u>
$\leq \$25,000$	Associate VC, VP, Director, Dean
$> \$25,000 \leq \$50,000$	Chancellor's Executive Leadership Team (CELT) Member
$> \$50,000 \leq \$500,000$	Chief Financial Officer
$> \$500,000$	Chancellor

Construction/Real Estate

<u>Value</u>	<u>Authority</u>
$\leq \$50,000$	Director
$> \$50,000 \leq \$500,000$	VC of Facilities & Real Estate
$> \$50,000 \leq \$500,000$	Chief Financial Officer
$> \$500,000$	Chancellor

15.2. Contract Approval Router (CAR) Approvals

(see section 1.7.27):

<u>Value</u>	<u>Authority</u>
All Values	Director of Procurement
$\leq \$50,000$ $\geq \$50,000$	VP, Dean, Director Chancellor's Executive Leadership Team (CELT) Member
$> \$500,000$	Chief Financial Officer
Legal Review	Vice Chancellor for Administration

15.3. Contract Approvals

(see section 1.7.25):

<u>Value</u>	<u>Authority</u>
$\$0 \leq \$50,000$	Director of Procurement
$> \$50,000 \leq \$500,000$	Chief Financial Officer
$> \$500,000$	Chancellor

15.4. Sole Source Approvals

(see section 1.7.92):

<u>Value</u>	<u>Authority</u>
All Values	Director of Procurement
$\$0 \leq \$50,000$	Associate VC, VP, Director, Dean
$> \$50,000 \leq \$100,000$	Chancellor's Executive Leadership Team (CELT) Member
$> \$150,000$	Chief Financial Officer

15.5. Contract Approval and Delegation of Authority Changes

15.5.1 Establishment of Delegation of Authority

The approval to sign Contracts rests with the Board of Trustees and may be Delegated to the Chancellor. The establishment of the Delegation of Authority is approved by the Chancellor.

15.5.2. Changes to the Delegation of Authority

The hierarchal Delegation of Authority below the Chancellor is defined in Section 15. Any change in the Delegation of Authority must be made by Submitting a request to the Chief Financial Officer who in turn will Recommend approval by the Chancellor.

16. Changes to Procurement Procedures

Changes to the Procurement Procedures will only be considered if they do not conflict with Board Policy, state and/or federal regulations. Requested changes to the Procurement procedure must be submitted to the Director of Procurement in writing.

Should the Director of Procurement see merit to the suggested change(s), the request will be elevated to the Chief Financial Officer. Should the Chief Financial Officer agree to the merit of the suggested change(s), he/she will elevate to the Chancellor. Should the Chancellor see merit in the suggested change(s), the documented request may be placed on the Cabinet Agenda for consideration, at the Chancellor's discretion.

Changes that do not materially change the procedures can only be approved by the Chief Financial Officer, and such approval must be in writing.

Changes that conflict with current Board Policy must be submitted to the Board for consideration, otherwise, approval as described above is sufficient.

Until any suggested change(s) to this Procurement Procedures are approved as described above, the Procedures as it currently exists must be followed without deviation.

Until the Chief Financial Officer approves a change that does not materially change the Procedures, in writing, the Procedures as it currently exists must be followed without deviation.

Procurement shall maintain the master version of this Procurement Procedures and shall further administrate any and all changes approved, in writing, by either the Chief Financial Officer, TCCD's Board or any combination thereof.

17. Appendices

The below listed forms, at a minimum, can be found at <https://inside.tccd.edu/procurement/forms-and-documents>

The number reflected below is the order in which the forms may be found in this Appendix 17.

For TCCD Employees:

1. Contract Approval Router (section 1.7.27)
2. Justification for Sole Source Form (section 1.7.92)
3. Professional Services Agreement – PSA (section 4.6.1.1)
4. Travel Expense Voucher & Itemized Travel Expense Form (section 13)
5. Commodity Codes (section 1.7.17)
6. Object Codes
7. Texas Hotel Occupancy Tax Exemption Certificate (section 13)
8. Texas Sales and Use Tax Exemption Certificate (section 4.3)
9. P-Card Agreement and Application (section 4.3)
10. Petty Cash Refund Voucher (section 4.5)
11. Office Depot Account Set-up Form
12. Sam's Club Account Purchasing Guide & Agreement
13. Legal Review Request Form

For Current and/or Potential Vendors:

14. Financial Interest & Potential Conflict of Interest Form (section 9.3)
15. Supplier Acknowledgement Form (section 9.2)
16. Certifications & Representations Form
17. Felony Conviction Form (section 9.4)
18. No Delinquent Taxes or Indebtedness Form (section 9.5)
19. Vendor Registration Form
20. Standard PO/BPO Terms and Conditions of Purchase (section 1.7.78)

21. Schedule of Subcontractors Form
22. HUB Schedule of Subcontractors Form (section 12)
23. HUB Proof of Payment Form (section 12)
24. HUB Good Faith Effort Form (section 12)
25. Agreement to RF(X) Terms and Conditions (section 5)