



TARRANT COUNTY PURCHASING POLICIES AND PROCEDURES

April 2, 2025

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1 Introduction

The Tarrant County Purchasing Department is a member of the administrative services team of Tarrant County. The County Purchasing Agent is charged with the responsibility of assuring fair and equitable treatment to all vendors without regard to political pressure or discrimination based on race, color, religion, national origin, handicap, or sex.

It is the duty of this department to furnish supplies, equipment, and services to the various departments and elected officials in the required quality and quantity, at the best possible price. Tarrant County Purchasing also holds the responsibility of providing County taxpayers with concise information about methods by which their money is expended.

These tasks are accomplished by standardization and competitive bidding based on adequate specifications, whenever practicable.

In addition, the Purchasing Agent serves as the County's Disadvantaged Business Enterprise (DBE) Officer and is active in certification efforts locally.

To assist the Purchasing Agent, an assistant and a professional staff that includes Senior Contracts Administrators, Senior Buyers, Buyers, a Purchasing Software Specialist, and a top-notch Administrative staff has been assembled. In addition to solicitation of formal sealed bids, requests for proposals, requests for offers, requests for qualifications, and quotations, this team is responsible for the following:

1. Auctions of Surplus Property
2. Cooperative Purchasing Agreements
3. Physical Inventory of Fixed Assets
4. Maintaining Surplus Property Warehouse
5. Maintaining all vehicle/equipment titles
6. DBE Program
7. Maintaining current insurance and coordinate with Risk Management

This manual contains the authorized procedures for purchasing by County officials and employees. These procedures are adopted by the Tarrant County Commissioners Court, and changes in the contents of this manual shall be made only by the Commissioners Court.

Texas Local Government Code Chapter 262 governs county purchasing procedures and these statutes, including interpretations of them made by Texas Courts, are the ultimate authority on the validity of purchasing procedures. Because the procedures described in this manual are based on State law, this manual, in many instances, contains language taken directly from statutes. Paraphrases of and broad generalizations about Texas statutory law have been included where appropriate to assist in applying the law in routine situations. This manual cannot address every situation and, when an unusual situation occurs or a difficult legal problem arises, the exact statutory language must be reviewed and analyzed. In every situation, the final authority for County purchasing procedures is the Commissioners Court.

This manual has been adopted by the Commissioners Court for the use of Tarrant County employees and officials and is designed to assist them in complying with the laws governing County purchasing procedures.

The Purchasing Department is committed to promoting effective, professional, and consistent procurement in Tarrant County as well as supporting the public precept that tax dollars be wisely spent.

A purchasing manual should not be viewed as static since purchasing procedures in Tarrant County will change as needed.

2 Definition Of Terms

Advertisement or Advertise – A public legal notice put in a newspaper of general circulation containing information about a Request for Bid or a Request for Proposal as described in Texas Local Government Code 262.025.

Addendum – A document used to change the terms or conditions of a Solicitation.

Annual Term Contract – A recurring contract for goods or services, usually in effect for a 12-month period.

Auditor – Tarrant County Auditor and the designated representatives.

Award - The act of accepting an offer, thereby forming a contract between the County and a vendor.

BAFO – Best and Final Offer.

Best Interests of the County - Most advantageous to the County considering all relevant circumstances.

Bid - An offer to contract with the County, submitted in response to an IFB.

Bid Tabulation - The recording of bids and bid data submitted in response to an IFB. The bid tabulation is used for comparison, analysis, and record keeping.

Bidder - An individual or entity that submits a bid. The term includes anyone acting on behalf of the individual or entity that submits a bid, such as an agent, employee and representative.

Bidders List – A computerized database of vendors who have signified in writing an interest in submitting bids for particular categories of goods and services.

Bonds Bid Bond – A guarantee that promises the bid will not be withdrawn prior to contract award. Normally it is five percent (5%) of the highest amount bid and is in the form of a financial guarantee provided by a surety; however, it can be cashiers or certified checks. Bonds of unsuccessful bids are returned after award. Bond of successful bidder is retained until the contract is executed and any necessary payment/performance bonds are submitted and accepted. If the successful bidder refuses to execute the contract or submit proper payment and performance bonds, then the bid bond is “called” for the difference between their bid and that of the next low responsive responsible bidder, up to the penal amount of five percent (5%) of the bond.

Maintenance Bond-A guarantee that promises against defective workmanship and materials. For a contract in the amount of the contract guaranteeing the prompt, full and faithful performance of the general guaranty and warranty contained in bid documents for a determined period after work has been completed and accepted by Tarrant County.

Payment Bond – A guarantee that promises payment to subcontractors and suppliers on a contract during performance. It must be submitted prior to any work. It is normally one hundred percent (100%) of the contract price and is in the form of a financial guarantee provided by a surety but can be cashiers or certified check. It is normally maintained until expiration of any required warranty. If the contractor fails to pay subcontractors and suppliers, then the payment bond is “called” for the amount of non-payment.

Performance Bond – A guarantee that promises that the contract will be performed as required. It must be submitted prior to any work. Normally it is one hundred percent (100%) of the contract price and is in the form of a financial guarantee provided by a surety but can be cashiers or certified checks. It is normally maintained until expiration of any required warranty. If the contractor fails to perform and complete the contract as required, then the performance bond is “called” for the amount required to complete the contract. A surety that provides a bond may be permitted to “take over” a failed or defaulted contract.

Change Order – A written alternation that is used to modify or amend a contract or purchase order.

Commissioners Court – Tarrant County Commissioners Court.

Commodity - Generally, the term means supplies, materials or equipment.

Competitive Bidding – The process of inviting and obtaining bids from competing suppliers, by which an award is made to the lowest responsive bid from a responsible bidder meeting written specifications.

Competitive Proposal Process – Allowing available vendors compete with each other to provide goods and services in compliance with Texas Local Government Code Chapter 262.

Component Purchases – Purchases of the component parts of an item that in normal purchasing practices would be purchased in one purchase.

Contract – A formal written agreement executed by the County and a vendor containing the terms and conditions under which goods and services are to be furnished to the County. A contract, when properly signed by the authorized County representatives, is a commitment for County funds.

Contractor - A business entity or individual that has a contract to provide goods or services to the County.

Construction – The process of using labor to build, alter, repair, improve, or demolish any structure, building, or public improvement; generally does not apply to routine maintenance, repair, or operation (MRO) of existing real property.

Cooperative Purchasing Program – A program providing interlocal agreements that allow other government jurisdictions and districts to obtain goods at competitive prices.

County – Tarrant County, Texas.

Customers – The County departments.

Debarment – An exclusion from contracting or subcontracting with state agencies on the basis of any cause set forth in statute or SPD rules, commensurate with the seriousness of the offense, performance failure, or inadequacy to perform.

Department – All district, County, and precinct offices and subdivisions of them, when the purchases are funded even partially with County funds.

Designee – Individual Purchasing Department employee given the authority as an additional agent to the Purchasing Agent to perform County business.

Disadvantaged Business Enterprise (DBE) – A business enterprise of which at least fifty-one percent (51%) is owned, and the management and daily business operations are controlled by one or more persons who are socially and economically disadvantaged because of his or her identification as a member of certain groups, including women, Black Americans, Mexican Americans and other Americans of Hispanic origin, Asian Americans, and American Indians.

Emergency Purchase – A purchase that is needed because of an emergency condition as described in Texas Local Government Code Section 262.024(a)(1).

eProcurement – Electronic Procurement Software system for vendor registration and solicitations using the internet for all solicitation activities. Tarrant County Purchasing uses Ion Wave as its eProcurement system.

Employee – Any County, precinct elected official, appointed official, or employee and any district elected official, appointed official, or employee when the purchase will be partially funded with County money.

Executive Manager – Any person authorized to act on behalf of a County department.

Fiscal Year - A period of 12 consecutive months, beginning October 1 of each year and ending September 30 of the next year.

Fixed Assets – Physical assets such as property (i.e., public, or real), plant and equipment.

Formal Competitive Bidding – The bidding process in compliance with Texas Local Government Code Section 262.023, which requires approval by the Commissioners Court.

Goods – Anything purchased other than services or real property. Objects that can satisfy people's needs.

Grant - An award of financial assistance, including cooperative agreements, in the form of money, property in lieu of money, or other financial assistance paid or furnished by the state or federal government to carry out a program in accordance with rules, regulations and guidance provided by the grantor agency. The term does not include technical assistance that provides services instead of money, or other assistance in the form of revenue sharing, loans, loan guarantees, interest subsidies, insurance, or direct appropriations. Also, the term does not include assistance, such as a fellowship or other lump sum award, for which the grantee is not required to account.

Inspection - Examination and/or testing of merchandise to determine whether it has been received in the proper quantity and condition and to verify that it conforms to the applicable specifications.

Invitation for Bid or IFB – Specifications and formal bidding documents requesting pricing for a specified good and service that has been advertised for bid in a newspaper.

Invoice - Document from a contractor requesting payment for goods delivered and/or services rendered.

Lease – A contract for the use of personal property for a period of time for a specified compensation.

Local Government - A county, municipality, school district, special district, junior college district, or other legally constituted political subdivision of the State.

Lowest Responsible Bid – The offer from the responsible bidder who submits the lowest and best bid meeting all requirements of the specifications, terms, and conditions of the request for bid. It expressly is understood that the lowest responsible bid includes any related costs to the County in a total cost concept. The term “responsible” refers to the financial and practical ability of the bidder to perform the contract and takes into consideration the past performance of the vendor.

Material Group – A means of classifying goods and services with a unique group number assigned to each description.

Material Master Record – Provides a unique number for each material maintained in the SAP database (not all ordered materials are maintained in SAP).

Modification – A written alternation to a provision of any contract accomplished by mutual agreement of the parties to the contract.

Negotiations - A consensual bargaining process in which the parties attempt to reach agreement on a disputed or potentially disputed matter. In a contractual sense, negotiation means the “dealings conducted between two or more parties for the purpose of reaching an understanding.”

Nonresident Bidder - For purposes of the reciprocal preference law, a person whose principal place of business is not in Texas.

Notice of Award - An official announcement of an executed contract.

Occupant Department – The department that will use the goods and services when the purchase or construction is completed, which may be different from the user department.

Opening Date - The date and time that bids are due in response to a solicitation interchangeably with the term “Closing Date.”

Official – Any elected or appointed official and any person authorized to act on their behalf.

Pre-Bid/Proposal Conference – A conference conducted by the Purchasing Department for the benefit of those wishing to submit a bid or proposal for services/supplies required by the County. This is held in order to allow bidders/proposers to ask questions about the proposed contract and particularly the contract specifications.

Professional Services – Services rendered by members of a recognized profession or possessing a special skill. Such services are generally acquired to obtain information, advice, training, or direct assistance as described under Texas Government Code 2254.002.

Prompt Payment Act – Texas Government Code 2251.021(b) TIME FOR PAYMENT BY GOVERNMENTAL ENTITY, states a payment by a governmental entity under a contract executed on or after September 1, 1987, is overdue on the 31st day after the later of: (1) the date the governmental entity receives the goods under the contract; (2) the date the performance of the services under the contract is completed; or (3) the date the governmental entity receives an invoice for the goods or services.

Proprietary Information – Information in bids or proposals to which the vendor claims ownership or exclusive rights and which is protected from disclosure under the Texas Public Information Act (Texas Local Government Code, Chapter 552).

Purchase Order – A purchaser’s written document to a supplier formalizing all the terms and conditions of a proposed transaction, such as a description of the requested items, cost of items being purchased, delivery schedule, terms of payment, and transportation.

Purchasing – The act, function, and responsibility for the acquisition of goods or services, including construction and professional services.

Purchasing Agent – County purchasing agents are appointed officials who hold a two-year term of appointment that is made by a board defined by State law and responsible for all purchases of the County as authorized by State law.

Purchase Requisition – A department request authorizing the Purchasing Department to enter into a contract to purchase goods or services and charge the expenditure to the appropriate department budget. This automated form is for internal use and cannot be used by a department to order material directly from a vendor.

Purchasing Act – Chapter 262, Subchapter C of the Texas Local Government Code that governs the conduct of purchasing activity for counties.

Purchasing Board – A board comprised of three (3) District Judges and two (2) members of the Commissioners Court of the County who are responsible for appointing the Purchasing Agent and approving the department's budget.

Purchasing Department – Tarrant County Purchasing Department and its staff.

Quote –Pricing information from a source.

Request for Information or RFI – A general request to contractors for information for a potential future solicitation which is used as a research and information gathering tool for preparation of specifications and requirements. Must be issued by the Purchasing Department.

Request for Offer or RFO – A process for soliciting offers from three (3) catalog vendors authorized by the General Services Commission pursuant to Texas Government Code, Chapter 2157, and negotiating with them for the best value and purchase in the best interests of Tarrant County.

Request for Proposals or RFP – A document requesting an offer be made by a vendor, which allows for negotiation after a proposal has been received, but before the award of the contract for goods or services procured in compliance with Texas Local Government Code, Section 262.0295 or 262.030.

Request for Qualifications or RFQ – A document that requests details about the qualifications of professionals whose services must be obtained in compliance with the Professional Services Procurement Act in compliance with Texas Local Government Code 2254. Sharing same acronym but unrelated to a request for quotation.

Request for Quotation or RFQ- Purchasing method generally used for small orders under a certain dollar threshold. A request is sent to suppliers along with a description of the commodity or services needed and the supplier is asked to respond with price and other information by a predetermined date. Evaluation and recommendation for the award should be based on the quotation that best meets price, quality, delivery, service, past performance, and reliability. Sharing same acronym but unrelated to request for qualification.

Request for Services or RFS – A document that requests information about qualifications and details of service to be provided, and costs for services that the Commissioners Court orders exempt in compliance with Texas Local Government Code, Section 262.024(a)(4).

Requisition – An internal document by which a using agency sends details of supplies, services, or materials required to the purchasing department.

Requisitioner – Anyone who initiates a request for goods or services.

Responsive - The bid, offer, or proposal complies with all material aspects of the solicitation document, including submission of all required documents.

Respondent - An individual or entity that submits an offer or proposal. The term includes anyone acting on behalf of the individual or entity that submits an offer or proposal, such as an agent, employee, and representative. See Bidder

SAP – Tarrant County Enterprise Management System that includes the Purchasing module.

Scope of Work - A section of a solicitation that provides a description of the products and services to be provided by the vendor.

Sealed Bids – Sealed Bids or Proposals - A response which is kept secure and unopened until after the due date and time specified in the solicitation.

Separate Purchases – Purchases, made separately, of items that in normal purchasing practices would be purchased in one purchase.

Sequential Purchases – Purchases, made over a period, of items that in normal purchasing practices would be purchased in one purchase.

Services – Includes all work or labor performed for the County on an independent contractor basis, including maintenance, construction, manual, clerical, personal, or professional services.

Sole Source– A good or service that can be obtained from only one (1) source that is purchased in compliance with the Texas Local Government Code, Section 262.024(a)(7).

Solicitation – A document, such as an invitation for bid (IFB), request for proposal (RFP), request for offers (RFO), request for quotation (RFQ), or request for qualifications (also, RFQ), issued by the Purchasing Department. This document contains terms and conditions for a contract, and it seeks (solicits) a bid or proposal for goods and services needed by the County.

Specifications – A precise description of the physical characteristics, quality, or desired outcomes of a commodity to be procured, which a supplier must be able to produce or deliver to be considered for award of a contract.

State - The State of Texas

Suspension – May be based on indictments, information or adequate evidence involving environmental crimes, contract fraud, embezzlement, theft, forgery, bribery, poor performance, non-performance, or false statements. This is a temporary action which may last up to one (1) year and is effective immediately.

Time and Materials (T&M) contract – a type of cost-reimbursement contract which provides for acquiring supplies or services on the basis of 1) direct labor hours at specified fixed hourly rates that include wages, overhead, general and administrative expenses, and profit; and 2) actual costs for materials.

User Department – The department from whose budget line item from which the contract is paid.

Vendor – A person or entity that provides good and services.

3 Statement Of General Policy

It is the policy of Tarrant County that all purchasing shall be conducted strictly based on economic and business merit in accordance with both State and Federal law. The Purchasing Department will:

1. Provide the best service possible to all County departments in a fair and equitable manner.
2. Ensure an atmosphere of equality to all vendors without regard to undue influence or political pressure.
3. Protect the interests of the Tarrant County taxpayers in all expenditures.

Tarrant County intends to maintain a cost-effective purchasing system conforming to good management practices. The establishment and maintenance of a good purchasing system are possible only through a cooperative effort.

The responsibility of purchasing ultimately rests with the Commissioners Court. The Purchasing Agent, as an agent of the Commissioners Court, aids in the purchasing process, but is subject to the Court's direction as to reasonable specifications and maximum prices on the items to be purchased. The Purchasing Agent, as authorized by the Commissioners Court, shall instruct departments and agencies as to the various rules and procedures needed to fulfill the Purchasing Agent's duties.

4 Purchasing Code of Ethics Policy

It is the policy of Tarrant County that the following ethical principles will govern the conduct of every employee involved directly or indirectly in the County procurement process.

4.1 Responsibility to the County

Employees will avoid any activities that would compromise or give the perception of compromising the best interests of Tarrant County. Employees will not use confidential proprietary information for actual or anticipated personal gain.

4.2 Conflict Of Interest

Employees will avoid any activity that would create a conflict between personal interests and the interests of Tarrant County. Conflicts exist in any relationship where an employee is not acting in the County's best interest and may be acting in their own best interests or the interests of someone associated with them. Such conflicts of interest would include being involved in any procurement activity in which:

1. the employee or any member of the employee's family has any financial interest pertaining to the Tarrant County procurement process.
2. a business or organization in which the employee, or any member of the employee's family, has a financial interest pertaining to the Tarrant County procurement process.
3. any other person, business, or organization with whom the employee or a member of the employee's family is negotiating or has any arrangement concerning prospective employment.

All Tarrant County Policies and Procedures should be followed at all times, but in particular, Civil Service Rules, Section 5.10, *Disclosure of Interest*, should be considered before moving forward.

Section 5.10, Disclosure of Interest, Tarrant County Civil Service Rules:

“Any employee who has a substantial interest, direct or indirect, in any individual or entity involved, in any decision pending before such employee, or the body of which the employee is a member, shall not vote or otherwise participate in any consideration of action on the matter. Such employee will, as provided herein, disclose the nature and extent of such interest on the official forms as outlined in this policy prior to any discussion or determination of action on the matter. A “substantial interest” is defined as existing if the interest is ownership in 10 percent or greater of the voting stock or shares, or ownership of \$15,000 or more of the fair market value of the business.

Such interest also includes funds received by the employee from the individual or business that exceed 10 percent of the employee's gross income for the previous year. A “substantial interest” also includes real property if that interest is equitable or real ownership with a fair market value of \$2500 or more, and for purposes of

this code an interest of a person related in the first degree by either affinity or consanguinity to the employee is a “substantial interest.” Thus, the definitions, prohibitions, and exceptions related to “substantial interest” are applied to all covered employees as provided by law in Sec. 171.002 or the local government code. Failure of any employee of the County to comply with or cooperate fully with such disclosures or violating the conduct standards as to this section which apply to them may constitute grounds for reprimand, expulsion, removal or discharge.

At any time, a potential conflict of interest pursuant to this policy may arise in any year, such affected employee shall file in advance of any determination or action a disclosure statement with the secretary of the Civil Service Commission reflecting that person’s interest in the matter under consideration. The Civil Service Commission shall maintain all statements as officially filed and retain such for a period of three (3) years after which time they will be returned to the person who filed them or be destroyed. These files shall be open for public inspection during normal business hours at the secretary’s office that shall maintain a list of all persons requesting to inspect such files by date as identified along with the file inspected.”

If any such conflicts of interest exist, the employee will immediately notify the Purchasing Agent in writing and will remove himself/herself from the Tarrant County procurement process.

4.3 Perception

Employees will avoid any appearance of unethical or compromising practices in all relationships, actions, and communications.

4.4 Gratuities

Employees will never solicit or accept money, loans, gifts, favors, or anything of value, from present or potential vendors that might influence or appear to influence any purchasing decision. Generally, edible goods with a value of \$50.00 or less are acceptable if shared with the entire staff and will not offend this prohibition unless it appears to influence a purchasing decision. If anyone is in doubt whether a transaction complies with this policy, the individual should disclose the transaction to the Purchasing Agent for interpretation.

4.5 Confidential Information

Employees will keep all proponents and vendors’ proprietary information confidential. Employees will keep Tarrant County procurement information obtained from a solicitation confidential as long as that vendor information is retained by Tarrant County to the extent allowed by State and Federal law.

Tarrant County’s policy regarding confidentiality is found in Civil Service Rules, Section 5.05, *Confidentiality*.

5 Purchasing Authority And Policy

5.1 Purchasing Laws

It is the policy of Tarrant County, acting through its duly appointed Purchasing Agent, to comply fully with all purchasing laws and amendments passed by the Texas State Legislature.

5.2 Purchasing Policy

The Commissioners Court has directed the Purchasing Agent to provide a centralized purchasing structure.

The Purchasing Department as well as officials, managers, and employees will provide to all responsible vendors equitable and competitive access to the County procurement process. Further, County purchasing will be conducted in a manner that will promote and foster public confidence in the integrity of the County procurement process.

The County Purchasing Policy is to:

1. Seek the best quality, lowest priced goods, and services available that meet the needs and delivery requirements of Tarrant County personnel,
2. Provide all responsible vendors and contractors, including DBE's, with equitable access to servicing the needs of Tarrant County and its personnel through the competitive bidding of goods and services,
3. Comply with all State and Federal laws that apply to County purchasing and with the policies and procedures in this manual,
4. Manage all County assets and inventory so that replacement costs are minimized, and Tarrant County can account for those assets; and
5. Dispose of all surplus, salvage, seized, and abandoned property in a manner that provides the most benefit to the taxpayers of the County and complies with the law.

5.3 Application

The Purchasing Act applies to all District, County, and Precinct employees and officials, and any subdivisions of these departments. The Purchasing Agent must purchase or lease all goods and services, including maintenance and repair, for all departments.

5.4 Authority

These policies and procedures are adopted by the County Purchasing Agent and approved by the Commissioners Court acting in its capacity as the governing body of Tarrant County, Texas.

Tarrant County adopts these policies and procedures under the authority of Texas Local Government Code, Chapter 262.

5.5 Application of CFR Part 200 to Federal Funds

Federally-funded projects for Tarrant County will specifically meet all Procurement Standards in CFR Part 200, Subpart D, §200.317 – 200.327.

5.6 Effective Date

These policies and procedures will become effective upon approval by the Commissioners Court.

6 Authority And Responsibilities Of The Purchasing Agent

6.1 Appointment

The Legislature created a Purchasing Board to oversee a centralized purchasing structure and has given the Purchasing Department that mission. The Purchasing Board is composed of three (3) judges and of the district courts in the county and two (2) members of the commissioner's court of the county. The Purchasing Board appoints the Purchasing Agent for Tarrant County for a two-year term and has the authority to approve the budget for this office as defined in the Texas Local Government Code 262.011.

6.2 Authority

Authority to make County purchases required by law to be competitively bid resides in the Commissioners Court. The Purchasing Agent merely facilitates that process and makes a recommendation to the Court for actual award and purchase.

The county purchasing agent shall purchase all supplies, materials, and equipment required or used, and contract for all repairs to property used, by the county or a subdivision, officer, or employee of the county, except purchases and contracts required by law to be made on competitive bid. A person other than the county purchasing agent may not make the purchase of the supplies, materials, or equipment or make the contract for repairs. -Texas Local Government Code 262, Subchapter B, 262.011 (d)

The county purchasing agent shall supervise all purchases made on competitive bid and shall see that all purchased supplies, materials, and equipment are delivered to the proper county officer or department in accordance with the purchase contract. -Texas Local Government Code 262, Subchapter B, 262.011 (e)

A purchase made by the county purchasing agent shall be paid for by an electronic transfer, check, or warrant drawn by the county auditor on funds in the county treasury in the manner provided by law. The county auditor may not draw, and the county treasurer may not honor an electronic transfer, check, or warrant for a purchase unless the purchase is made by the county purchasing agent or on competitive bid as provided by law. -Texas Local Government Code 262, Subchapter B, 262.011 (f)

6.3 Inventory

On July 1 of each year, the Purchasing Agent shall file an inventory of all property on hand belonging to the County and in use by each department and employee. The Auditor shall examine the inventory and make an accounting for all property purchased or previously inventoried and not appearing on the inventory.

6.4 Transfer Of Assets

Subject to the Commissioners Court approval, to prevent unnecessary purchases, the Purchasing Agent shall recommend the transfer of County property or goods that are not needed from a department or employee to another department or employee requiring the

goods or use of them. The Purchasing Agent will furnish to the Auditor a list of transferred goods.

6.5 Violation And Penalty

Any person who knowingly violates or authorizes the violation of the Purchasing Act, and any County or precinct employees failing to use the Purchasing Agent for purchases—including an agent or employee of the County or of a department of the County—commits a crime punishable under Chapter 262.034, Texas Local Government Code.

6.6 Additional Responsibilities

In addition, the responsibilities of the Purchasing Agent shall be to:

1. Develop, implement, and manage the DBE program for Tarrant County,
2. Develop, implement, and maintain a Fixed Asset Management System,
3. Develop, implement, and maintain the Cooperative Purchasing Program,
4. Enforce compliance with Texas purchasing laws,
5. Work in conjunction with the Auditor and other County officials in the development of efficient financial processes,
6. Promote local business participation in Tarrant County procurement processes; and
7. Develop, implement, and maintain a Local Preference Program. The Purchasing Office, subject to approval by the Commissioners Court when required, shall oversee the application of local preference for the purchase of goods or real property pursuant to Local Government Code §271.905 and may consider doing so on a case-by-case basis. In relevant situations, the Purchasing Office shall use the following criteria in determining whether to recommend a higher bid from a local vendor:
 - a. the employment of residents of Tarrant County created through the award of the bid to the local vendor, and
 - b. any increase in tax revenue created through the award of the bid to the local vendors.

7 General Purchasing Policy

7.1 General Information

Tarrant County will not be obligated to purchase goods that are delivered for use on a trial basis or not purchased by the Purchasing Department.

The following strategies, as defined in Texas Local Government Code 262.022, that are employed with the intention of avoiding formal competitive bidding are in violation of Texas Local Government Code 262.023:

1. “Component purchases” means purchases of the component parts of an item that in normal purchasing practices would be purchased in one purchase.
2. “Separate purchases” means purchases, made separately, of items that in normal purchasing practices would be purchased in one purchase.
3. “Sequential purchases” means purchases, made over a period, of items that in normal purchasing practices would be purchased in one purchase.

Texas Local Government Code 262.034 details the specific criminal penalties for using component, separate or sequential purchases to avoid formal competitive bidding.

Any commitment to acquire goods or services without an authorized purchase order is prohibited. Anyone obligating an expenditure of funds for goods or services prior to securing a purchase order may be held personally responsible for the payment. All such purchases may be considered a *donation* to Tarrant County.

Employees must never purchase goods or services for their own personal benefit.

7.2 Additional Responsibilities

Departments must be cognizant of budget balances and refrain from trying to process requisitions in excess of their balances unless the proper transfer of funds has been accomplished. Purchase requisitions for which there is not adequate funding will not be processed.

Purchasing will analyze requests from multiple departments to determine if consolidating or individualizing procurements is the appropriate strategy. In addition, Purchasing will review purchasing requests to guard against duplicate or unnecessary orders.

Departments should plan purchases in order to keep emergency purchase requisitions to a minimum. Tarrant County seldom realizes any economic benefits from hastily processed requisitions. In most cases, vendors attempt to charge premium prices for goods or services when the Purchasing Department is not allowed the proper time to explore all sources.

The Purchasing Department is totally committed to processing all purchase requisitions within a reasonable time frame.

Departments must provide the Purchasing Department ample time to process any purchase requests:

1. On typical purchases that are less than \$50,000, departments should allow a two to three (2-3) week time frame;
2. On typical purchases that are over \$50,000, departments should allow twelve - eighteen (12-18) weeks' time frame.

Note that the time estimates for solicitations begin when all required documents are delivered to Purchasing. In addition, a first-in-first-out (FIFO) queueing method, with limited exception, will be used when the number of solicitation requests exceed current capacity.

Departments must assure that all employees involved in making departmental purchase requests have read and understood the procedures in this manual.

The Purchasing Department must review all purchase requests and ensure they are descriptive and specific, but do not prevent competitive bidding for comparable goods.

Since there is no central receiving location in the County, each department is responsible for receiving goods and services. Departments should promptly alert Purchasing of any shortage, late delivery, damaged merchandise, or any other problem relating to the vendor's performance. A simple written explanation, if possible, can be placed in the electronic bid file for future consideration at the time contracts are brought to the Commissioners Court for award.

It is hoped that departments understand and appreciate that the nature of public purchasing is to review and consider all purchase requests in order to promote competitive bidding.

7.3 Consideration of Purchase of Excess or Surplus Property

In lieu of purchasing new equipment and property, the Purchasing Agent may approve the purchase of purchasing excess or surplus property from local, state, or federal sources. It may be determined that the purchase of excess or surplus property provides a cost benefit or immediate availability to equipment with a long lead time.

Chapter 771 ("Interagency Cooperation Act") of Texas Government code states:

"Sec. 771.003. AUTHORITY TO CONTRACT; EXCEPTIONS. (a) An agency may agree or contract with another agency for the provision of necessary and authorized services and resources."

7.4 Consideration Of Safety Records

In determining who is a responsible bidder, the Commissioners Court may take into account the safety record of the bidder, of the firm, corporation, partnership, or institution represented by the bidder, or of anyone acting for such a firm, corporation, partnership, or institution as defined in Texas Local Government Code 262.0275. This consideration can only occur if:

1. the Commissioners Court has adopted a written definition and criteria for accurately determining the safety record of a bidder,

2. the governing body has given notice to prospective bidders in the bid specifications that the safety record of a bidder may be considered in determining the responsibility of the bidder; and
3. the determinations are not arbitrary and capricious.

7.5 Tarrant County Standard Solicitation Language

7.5.1 Tarrant County General Terms and Conditions

1. No oral explanation or instructions will be given by Tarrant County officials or employees in regard to the meaning of the specifications before the award of the contract unless authorized by the Tarrant County Purchasing Agent or their designee.
2. Tarrant County is exempt from Federal Excise and State Sales Tax and these taxes must not be included in this proposal. Tarrant County is not exempt from Surplus Lines Tax or Texas Stamping Tax. The County shall furnish tax exemption certificate, if required.
3. All documents relating to the solicitation (IFB, RFP, RFQ, etc.), including but not limited to, the solicitation document, questions and responses, addenda and special notices will be posted under the solicitation number in Tarrant County's eProcurement system. It is the Bidder's or Respondent's sole responsibility to review this site and retrieve all related documents up to the solicitation due date.
4. All solicitations shall specify terms and conditions of payment, which will be considered as part of, but not control, the award of bid. County review, inspection, and processing procedures ordinarily require thirty (30) days after receipt of invoice, materials, or service. Bids or responses which call for payment before thirty (30) days from receipt of invoice that incorporate cash discounts given on such payment, will be considered only if, in the opinion of the Tarrant County Purchasing Agent, the review, inspection, and processing procedures can be completed as specified. The County shall have the right to inspect the goods at delivery before accepting them.
5. Invoices must be sent directly to the Tarrant County Auditor's Office. Physical invoices must be sent to:
TARRANT COUNTY AUDITORS OFFICE
ATTN ACCOUNTS PAYABLE
100 E WEATHERFORD ROOM 506
FT WORTH TX 76196

Emailed invoices must be sent to sap-invoices@tarrantcountytexas.gov.

6. In accordance with the Prompt Payment Act, it is the intention of Tarrant County to make payment on completed orders within thirty (30) days after receipt of invoice or items; whichever is later, unless unusual circumstances arise. Invoices must be fully documented as to labor, materials, and equipment provided and must

reference the Tarrant County purchase order number in to be processed. No payments shall be made on invoices not itemized or those invoices which do not list a purchase order number.

7. Continuing specification-related vendor non-performance will be a basis for the termination of the contract by Tarrant County. Tarrant County will not pay for work, equipment, or supplies which are unsatisfactory. The Vendor may be given an opportunity to correct the deficiencies before termination. This, however, does not negate the basis for termination for non-performance.
8. The contract may be terminated by either party upon written thirty (30) day notice prior to cancellation. Tarrant County shall have the right to cancel for default of all or any part of the undelivered portion of this order if the seller breaches any of the terms hereof including warranties of the seller or if the seller becomes insolvent or commits acts of bankruptcy. Such right of cancellation is in addition to and not in lieu of any other remedies that the County may have in law or equity.
9. Bids or proposals will be considered non-responsive if they show any omissions, alteration of form, additions or conditions not called for, or inconsistencies of any kind. However, Tarrant County reserves the right to waive any inconsistencies and to make an award in the best interest of Tarrant County. Bids or responses may be rejected, among other reasons, for inconsistencies or unbalanced value of any items.
10. Bids or proposals may be disqualified for any of the following specific reasons:
 - a. Reason for believing collusion exists among the Bidders or Respondents.
 - b. Reasonable grounds for believing that any Bidder or Respondent is interested in more than one (1) Bid or Response for the work contemplated.
 - c. Bidder or Respondent being interested in any litigation against Tarrant County.
 - d. Bidder or Respondent being in arrears on any existing contract or having defaulted on a previous contract.
 - e. Lack of competency as revealed, including, but not limited to, a financial statement, experience, equipment, and questionnaire responses.
 - f. Uncompleted work, which in the judgment of Tarrant County, will prevent or hinder the prompt completion of additional work, if awarded.
 - g. Bidders or Respondents shall not owe delinquent property tax in Tarrant County.
 - h. Limited competition.
11. Any material that is to be considered confidential must be clearly marked as such and shall be treated as confidential to the extent allowable under Texas Government Code Section 552. Notice will be sent to you pursuant to this section if Tarrant County receive an open records request to inspect your bid. This notice

will allow you to assert any objections to the release of confidential information in response to an open records request. It is your responsibility to assert any objections to the release of your bid in response to an open records request. Tarrant County cannot argue on your behalf that the information contained in your bid is exempt from public release. Pricing information is not considered confidential and if marked as such, will result in rejection of your bid.

12. Due care and diligence have been used in the preparation of this information, and it is believed to be substantially correct. However, the responsibility for determining the full extent of the exposure and the verification of all information presented herein shall rest solely with the Bidder or Respondent. Tarrant County and its representatives will not be responsible for any errors or omissions in these specifications, nor for the failure on the part of the Bidder or Respondent to determine the full extent of the exposures.
13. Vendor may not assign their rights and duties under an award without the written consent of the Tarrant County Purchasing Agent. Such consent shall not relieve the assignor of liability in the event of default by the assignee.
14. VENDOR SHALL DEFEND, INDEMNIFY AND HOLD HARMLESS THE COUNTY AND ITS OFFICIALS, AGENTS, EMPLOYEES, REPRESENTATIVES, ASSIGNEES, AND/OR DESIGNEES FROM ANY AND ALL LIABILITY, ACTIONS, CLAIMS, DEMANDS, OR SUITS, AND ALL RELATED COSTS, ATTORNEYS' FEES, AND EXPENSES ARISING OUT OF OR RESULTING FROM ANY ACTS OR OMISSIONS OF VENDOR OR ITS AGENTS, EMPLOYEES, SUBCONTRACTORS, ORDER FULFILLERS, OR SUPPLIERS OF SUBCONTRACTORS IN THE EXECUTION OR PERFORMANCE OF THIS CONTRACT AND ANY PURCHASE ORDERS ISSUED UNDER THIS CONTRACT. THIS PARAGRAPH IS NOT INTENDED TO AND WILL NOT BE CONSTRUED TO REQUIRE VENDOR TO INDEMNIFY OR HOLD HARMLESS THE COUNTY FOR ANY CLAIMS OR LIABILITIES RESULTING FROM THE NEGLIGENT ACTS OR OMISSIONS OF THE COUNTY OR ITS EMPLOYEES. For the avoidance of doubt, County shall not indemnify Vendor or any other party under this Contract.
15. Audit Clause: The Vendor must agree that Tarrant County will, until the expiration of twelve (12) months after final payment under this agreement, have access to and the right to examine at reasonable times any directly pertinent books, documents, papers, and records (hard copy, as well as computer generated data) of the Vendor involving transactions related to this solicitation. This right to audit also extends to any obligations assigned to any subcontracts or agreements formed between the Vendor and any subcontractors to the extent that those subcontracts or agreements relate to fulfillment of the Vendor's obligations to Tarrant County under this solicitation. The vendor must agree that Tarrant County will have access during normal working hours to all

necessary facilities, staff, and workspace in order to conduct audits. Tarrant County will provide the Vendor with reasonable advance notice of intended audits. The Vendor must provide records within ten (10) business days or a mutually agreed upon timeline.

16. In providing the services required by this Agreement, the vendor must observe and comply with all applicable federal and state statutes, ordinances, rules, and regulations, including, without limitation, workers' compensation laws, minimum and maximum salary and wage statutes and regulations, and non-discrimination laws and regulations. Vendor shall be responsible for ensuring its compliance with any laws and regulations applicable to its business, including maintaining any necessary licenses and permits.

7.5.2 Tarrant County Special Terms and Conditions

1. CRIMINAL BACKGROUND CHECK:

A. If this contract requires that Vendor personnel access Tarrant County Data (either on-site or remotely) or access secure areas of Tarrant County Facilities, then Vendor personnel may be required to undergo a fingerprint-based Criminal Justice Information Services (CJIS) Background Check, a Human Resources Criminal Background Check, or a Sheriff's Criminal Background Check. Criminal Background Checks will be paid for by Tarrant County.

1. The Vendor must provide information, including, but not limited to, employee name, date of birth, a clear copy of employee's driver's license, and a copy of employee's social security card for each individual required to pass a Criminal Background Check.
2. Award of a contract could be affected by the Vendor's refusal to agree to these terms.
3. Failure of the Vendor to supply personnel who pass a Criminal Background Check could affect the award of the contract or could result in the termination of the contract.
4. The Criminal Background Check applies to the individual and not the Company.
5. Passing status must be maintained by Vendor personnel for duration of the contract.

2. INFORMATION TECHNOLOGY HOSTED OR CLOUD SOLUTION:

A. The following is only applicable when Vendor is providing Information Technology hosted or cloud solution:

1. Confidentiality, Integrity, Availability (CIA)

Vendor shall protect the Confidentiality, Integrity, and Availability (CIA) of all Tarrant County Data ensuring extra levels of security. All Tarrant County

information must remain private and permit redaction of protected information before publication. Audit trails cannot be altered.

2. Breach Notification

Vendor agrees that upon discovery of unauthorized access to Tarrant County Data, Vendor shall notify Tarrant County both orally and in writing. In no event shall the notification be made more than forty-eight (48) hours after Vendor knows or reasonably suspect unauthorized access has or may have occurred. In the event of a suspected unauthorized Access, Vendor agrees to reasonably coordinate with Tarrant County to investigate the occurrence.

3. Data

All Tarrant County data will remain in the 48 contiguous United States at all times.

4. Right to Audit

Tarrant County reserves the right to audit vendor data centers which house Tarrant County Data or receive SSAE 16 SOC Type II audits from a reputable security advisory service firm (e.g. EY, Deloitte, KPMG, PWC, Coalfire, etc.).

5. Survivability

All applicable service agreements that were entered into between Vendor and Tarrant County under the terms and conditions of the Contract shall survive the expiration or termination of the Contract. At Tarrant County's discretion, existing Purchase Orders issued and accepted by Bidder shall survive the expiration or termination of the Contract.

7.6 Warranty

7.6.1 Warranty Price

The price to be paid by the county shall be that contained in seller's bid which seller warrants to be no higher than the seller's current prices on orders by others for products of the kind and specification covered by this agreement for similar quantities under similar or like conditions and methods of purchase. In the event the seller breaches the warranty the prices of the items shall be reduced to the seller's current prices on orders by others, or in the alternative, the county may cancel this contract without liability to the seller for breach or the seller's actual expense.

The seller warrants that no person or selling agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for commission, percentage, brokerage, or contingent fee excepting bona fide employees of bona fide established commercial or selling agencies maintained by the seller for the purpose of securing business. For breach or violation of this warranty, the county shall have the right in addition to any other right or rights to cancel this contract without liability and to deduct from the contract price, or

otherwise recover the full amount of such commission, percentage, brokerage, or contingent fee.

7.6.2 Warranty Products

The seller shall not limit or exclude any implied warranties and any attempt to do so shall render this contract voidable at the option of the county. The seller warrants that the goods furnished will conform to the specifications, drawings and descriptions listed in the bid invitation and to the sample(s) furnished by the seller, if any. If the event of a conflict between the specifications, drawings and descriptions, the specifications shall govern.

7.6.3 Safety Warranty

The seller warrants that the product sold to the county shall conform to the standards promulgated by the U.S. Department of Labor under the Occupational Safety and Health Act (OSHA) of 1970. In the event the product does not conform to OSHA standards, the county may return the product for correction or replacement at the seller's expense. In the event the seller fails to make the appropriate correction within a reasonable time, correction made by the county will be at the seller's expense.

7.6.4 No Warranty Against County Infringements

As part of this contract for sale the seller agrees to ascertain whether goods manufactured in accordance with the specifications attached to this agreement will give rise to the rightful claim of any third person by way of infringement or the like. The county makes no warranty that the production of goods according to the specifications will not give rise to such a claim, and in no event shall the county be liable to the seller for indemnification in the event that the seller is sued on the grounds of infringement or the like. If the seller is of the opinion that an infringement or the like will result, he will notify the county to this effect in writing within two weeks after the signing of this agreement. If the county does not receive notice and is subsequently held liable for the infringement or the like, the seller will save the county harmless. If the seller in good faith ascertains that production of the goods in accordance with the specifications will result in infringement or the like, this contract shall be null and void except that the county will pay the seller the reasonable cost of search as to infringements.

7.6.5 Insurance Requirements

MINIMUM INSURANCE REQUIREMENTS

Vendor shall take out, pay for and maintain at all times during the prosecution of the work under the contract, the following forms of insurance, in carriers acceptable to and approved by Tarrant County.

1) Workers' Compensation/Employer's Liability a. Worker's Compensation — statutory b. Employer's Liability — \$500,000

2) Commercial General Liability: a. Bodily Injury/Personal Injury/Property Damage — \$1,000,000 per occurrence/\$2,000,000 aggregate

3) Auto Liability: a. Combined Single Limit (CSL) — \$500,000 per occurrence

Tarrant County reserves the right to review the insurance requirements of this section during the effective period of the contract and to require adjustment of insurance coverage and their limits when deemed necessary and prudent by Tarrant County based upon changes in statutory law, court decisions, or the claims history of the industry as well as the Vendor.

Required Provisions:

- 1) Proof of Carriage of Insurance – All Certificates of Insurance will be required in duplicate and filed with the Tarrant County Purchasing Agent and the Budget and Risk Management Department at 100 East Weatherford Street, Suite 305, Fort Worth, Texas 76196 prior to work commencing.
- 2) All Certificates shall provide Tarrant County with an unconditional thirty (30) days written notice in case of cancellation or any major change.
- 3) As to all applicable coverage, policies shall name Tarrant County and its officers, employees, and elected representatives as an additional insured.
- 4) All copies of the Certificates of Insurance shall reference the project name and solicitation number for which the insurance is being supplied.
- 5) Vendor agrees to waive subrogation against Tarrant County, its officers, employees, and elected representatives for injuries, including death, property damage, or any other loss to the extent the loss, if any, is covered by the proceeds of insurance.
- 6) If applicable, the Vendor is responsible for making sure any subcontractor(s) performing work under this agreement has the required insurance coverage(s) and supplies Tarrant County with the proper documents verifying the coverage.

7.6.6 Cooperative Purchasing Confirmation

Tarrant County has the lead role in developing and encouraging Cooperative Purchasing efforts among governmental entities that participate in its Cooperative Purchasing Program. Cooperative Purchasing can be a great benefit to Tarrant County vendors by providing an avenue to offer materials and services to participating entities. A current list of participating entities is included in this solicitation and an up-to-date list can be found on the Tarrant County website:

https://www.tarrantcountytexas.gov/content/dam/main/purchasing/Cooperative_Purchasing/ParticipatingEntities.pdf

If you, the Bidder, check Yes, the following will apply:

- a) Governmental Entities utilizing Intergovernmental Contracts with Tarrant County will be eligible, but not obligated, to purchase materials and services under the contract(s) awarded because of the solicitation. All purchases by Governmental Entities other than Tarrant County will be billed directly to that Governmental Entity and paid by that Governmental Entity. Tarrant County will not be responsible for another Governmental Entity's debts. Each Governmental Entity will order their own material and services as needed.

b) Delivery to governmental entities located within Tarrant County will be at no charge or as otherwise provided for in the Award Document. Delivery charges, if any, for governmental entities located outside Tarrant County shall be negotiated between the Vendor and each governmental entity.

c) Tarrant County utilizes county purchase orders as its primary means of encumbering funds and pays for goods and services utilizing Vendor invoices. In the event governmental entities utilizing intergovernmental contracts use other payment methods, including but not limited to, purchasing cards, debit cards, check requests or other methods which cause the Vendor to incur service, processing, or other fees, these fees are the responsibility of that Governmental Entity, unless otherwise negotiated with the Vendor.

d) Vendor(s) awarded contract(s) resulting from bid will be responsible for providing to Tarrant County, at no additional charge, a complete list of all governmental entities currently utilizing the contract and their annual expenditures. This information should be provided ninety (90) days prior to the expiration of the contract, or as otherwise requested by Tarrant County.

Should other Governmental Entities decide to participate in this contract, would you, as the Vendor, agree that all terms, conditions, specifications, and pricing would apply? A "NO" answer could result in complete rejection of the bid.

7.6.7 Secondary/Alternate Award Agreement Confirmation

Secondary or Alternate Vendors serve in a backup capacity only. In the event the Primary is unable to honor the terms and conditions of the contract, the Secondary Vendor(s) may be called. If the Secondary Vendor is unable to honor the terms and conditions of the contract the Alternate Vendor(s) may be called. The Primary Vendor is the first contact. Use of the Secondary or Alternate Vendor(s) must be approved, in writing, by the Tarrant County Purchasing Agent or his designee in compliance with Texas Local Government Code 262.027(g).

1. In the event the Secondary or Alternate Vendors are called upon, they will offer the materials and services at their awarded price(s), or better. Any attempt to increase their awarded price(s) may cause the removal of the Vendor from the contract. Calling upon the Secondary or Alternate Vendors does not necessarily affect the status of any awarded Vendor, including the Primary Vendor.

2. If a Secondary or Alternate Vendor represents themselves as the Primary Vendor without written authorization from the Tarrant County Purchasing Agent, or his designee, the Secondary or Alternate Vendor may be removed from the contract.

Would you, as the Vendor, be willing to accept a Secondary or Alternate Award based on the above?

7.6.8 Disclosure of Interested Parties

The law states that a governmental entity may not enter into certain contracts with a nonexempt business entity unless the business entity submits a disclosure of

interested parties to the governmental entity. By submitting a Bid in response to this solicitation, the Bidder agrees to comply with HB 1295, Government Code 2252.908. Bidder agrees to provide Tarrant County Purchasing Agent, and/or requesting department, the "Certificate of Interested Parties," Form 1295 as required, within ten (10) business days from notification of pending award, renewal, amended or extended contract.

7.6.9 Entities that Boycott Israel and Prohibition Against Involvement with Iran, Sudan, and Foreign Terrorist Organizations

Vendor represents and warrants that (1) it does not, and shall not for the duration of the Contract, boycott Israel or (2) the verification required by Section 2271.002 of the Texas Government Code does not apply to the Contract. Vendor further verifies pursuant to Texas Local Government Code Section 2252.152 that they are not engaged in business with Iran, Sudan, or any foreign terrorist organization. The term "foreign terrorist organization" means an organization designated as a foreign terrorist organization by the United States Secretary of State as authorized by 8 U.S.C. Section 1189. If circumstances relevant to this provision change during the course of the Contract, Vendor shall promptly notify County.

7.6.10 Entities that Boycott Energy Companies

In accordance with Section 2276 of the Texas Government Code (relating to prohibition on contracts with companies boycotting certain energy companies), Vendor represents and warrants that: (1) it does not, and will not for the duration of the Contract, boycott energy companies or (2) the verification required by Section 2274.002 of the Texas Government Code does not apply to the Contract. If circumstances relevant to this provision change during the course of the Contract, Vendor shall promptly notify County.

7.6.11 Entities that Discriminate Against Firearm and Ammunition Industries

In accordance with Section 2274.002 of the Texas Government Code (relating to prohibition on contracts with companies that discriminate against firearm and ammunition industries), Vendor certifies that: (1) it does not, and will not for the duration of the Contract, have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association or (2) the certification required by Section 2274.002 of the Texas Government Code does not apply to the Contract. If circumstances relevant to this provision change during the course of the Contract, Vendor shall promptly notify County.

7.6.12 Company's Primary Business Location

The Purchasing Office, subject to approval by the Commissioners Court when required, shall oversee the application of local preference for the purchase of goods or real property pursuant to Local Government Code §271.905 and may consider doing so on a case-by-case basis. In relevant situations, the Purchasing Office shall use the following criteria in determining whether to recommend a higher bid from a local vendor:

- a. the employment of residents of Tarrant County created through the

award of the bid to the local vendor, and
b. any increase in tax revenue created through the award of the bid to the local vendors.

7.6.13 Evaluation Criteria

Will include, but is not limited to the following:

1. Unit Price
2. Delivery
3. Bidder's past performance record with Tarrant County
4. Tarrant County's evaluation of Bidder's ability to perform
5. Tarrant County's experience with products bid
6. Special needs and requirements of Tarrant County
7. Results of testing samples (if needed)

7.6.14 Quantities

Quantities indicated on the Line Items Tab are estimates based upon the best available information. Tarrant County reserves the right to increase or decrease the quantities to meet its actual needs without any adjustments in the bid price.

Any catalog, brand name or manufacturer's reference used is considered to be descriptive -- not restrictive -- and is indicative of the type and quality Tarrant County desires to purchase. Bids on similar items of like quality may be considered if the bid is noted and fully descriptive brochures are enclosed. If notation of substitution is not made, it is assumed the Vendor is bidding item specified. The Vendor will not be allowed to make unauthorized substitutions after award.



TARRANT COUNTY

HISTORICALLY UNDERUTILIZED BUSINESSES (HUB) POLICY

I. POLICY STATEMENT

The Tarrant County Commissioners Court, being the policy development and budgetary control unit of county government, will strive to ensure that all businesses, regardless of size, economic, social or ethnic status have an equal opportunity to participate in the County's procurement processes. The County is committed to promote full and equal business opportunity for all businesses to supply the goods and services needed to support the mission and operations of county government, and seeks to encourage the use of certified historically underutilized businesses (HUBs) through the use of race, ethnic and gender neutral means. It is the policy of Tarrant County to involve certified HUBs to the greatest extent feasible in the County's procurement of goods, equipment, services and construction projects while maintaining competition and quality of work standards. The County affirms the good faith efforts of firms who recognize and practice similar business standards.

II. DEFINITIONS

Historically underutilized businesses (HUBs), also known as a disadvantaged business enterprise (DBE), are generally business enterprises at least 51% of which is owned and the management and daily business operations are controlled by one or more persons who is/are socially and economically disadvantaged because of his or her identification as a member of certain groups, including women, Black Americans, Mexican Americans and other Americans of Hispanic origin, Asian Americans and American Indians.

Certified HUBs includes business enterprises that meet the definition of a HUB and who meet the certification requirements of certification agencies recognized by Tarrant County.

Businesses include firms, corporations, sole proprietorships, vendors, suppliers, contractors, subcontractors, professionals and other similar references when referring to a business that provides goods and/or services regardless of the commodity category.

Statutory bid limit refers to the Texas Local Government Code provision that requires competitive bidding for many items valued at greater than \$50,000.

III. POLICY GUIDELINES

- A. Tarrant County, its contractors, their subcontractors and suppliers, as well as all vendors of goods, equipment and services, shall not discriminate on the basis of race, color, creed, gender, age, religion, national origin, citizenship, mental or physical disability, veteran's status or political affiliation in the award and/or performance of contracts. All entities doing business or anticipating doing business with the County shall support, encourage and implement affirmative steps toward a common goal of establishing equal opportunity for all citizens and businesses of the county.
- B. Tarrant County will use and recognize the State of Texas certification process in conjunction with the implementation of this policy. The County does recognize other agencies' certifications. Tarrant County reserves the right to review the certification status of any vendor applying to do business with the County. This review will be accomplished to determine the validity and authenticity of the vendor's certification as a HUB.
- C. The Commissioners Court may establish HUB target goals. Through a systematic approach of soliciting quotes, bids and proposals from certified HUBs and in compliance with applicable state and federal law this policy will strive to meet those goals.
 1. Target goals should consider:
 - the availability of HUB firms within the specific category of goods or services to be procured; and
 - the diversity of the county's population.
 2. The goals should be reviewed and amended periodically.
 3. The program may apply to all County procurements including construction and professional services.
 4. Particular attention will be given to HUB participation on purchases in excess of the statutory bid limit.
 5. The Commissioners Court herein establishes a 20% good faith target goal for Tarrant County.

- D. Tarrant County will actively seek and encourage HUBs to participate in all facets of the procurement process by:
1. Continuing to increase and monitor a database of certified HUB vendors, professionals and contractors. The database will be expanded to include products, areas of expertise and capabilities of each HUB firm.
 2. Continuing to seek new communication links with HUB vendors, professionals and contractors to involve them in the procurement process.
 3. Continuing to advertise bids on the County's website and in newspapers including newspapers that target socially and economically disadvantaged communities.
 4. Continuing to provide bid notifications to minority Chambers of Commerce.
- E. As prescribed by law, the purchase of one or more items costing in excess of the statutory bid limit must comply with the competitive bid process. Where possible, those bids will be structured to include and encourage the participation of HUB firms in the procurement process by:
1. Division of proposed requisitions into reasonable lots in keeping with industry standards and competitive bid requirements.
 2. Where feasible, assessment of bond and insurance requirements and the designing of such requirements to reasonably permit more than one business to perform the work.
 3. Specification of reasonable, realistic delivery schedules consistent with the County's actual requirements.
 4. Specifications, terms and conditions reflecting the County's actual requirements are clearly stated, and do not impose unreasonable or unnecessary contract requirements.
- F. A HUB Policy statement shall be included in all specifications. The County will consider the bidder's responsiveness to the HUB Policy in the evaluation of bids and proposals. Failure to demonstrate a good faith effort to comply with the County's HUB policy may result in a bid or proposal being considered non-responsive to specifications.
- G. The Tarrant County Purchasing Department will actively seek the participation of HUB firms in the quotation process for purchases under the statutory bid limit. HUB firms will be identified on the computerized database and linked to the commodities they represent. Buyers will be encouraged to use available internal and external databases of certified HUB firm

- H. Nothing in this policy shall be construed to require the County to award a contract other than to the lowest responsive bidder meeting specifications as required by law. This policy is narrowly tailored in accordance with applicable law.

IV. ADMINISTRATIVE GUIDELINES

- A. The Tarrant County Purchasing Department shall serve as the County's HUB Office with responsibility for the implementation, monitoring and general operations of the HUB policy. The Purchasing Agent shall serve as the County HUB Officer.
1. The HUB Officer will establish procedures to implement this policy across the full spectrum of the procurement process. The County HUB Office will periodically review with department head and elected officials regarding procurement opportunities.
 2. Managing the policy and training buyers and other County personnel in order to meet County goals will be the responsibility of the HUB Office.
 3. The HUB Office will cooperate with other local government entities to increase HUB participation throughout the county and region. The HUB Office is encouraged to participate in educational and other outreach programs to assist HUB firms.
 4. The HUB Officer will receive and review complaints and recommendations regarding the implementation of the HUB Policy and the good faith efforts of bidders. Further, the HUB Office will audit for compliance to the HUB Policy on eligible projects after award, during the performance of the contract and after completion, while also making any recommendations to Commissioners Court regarding any irregularities or misrepresentation of facts as they relate to compliance with the policy. The HUB Office will review documentation submitted by HUB firms in compliance with this policy.
 5. An annual report along with recommendations shall be provided to the Commissioners Court and Purchasing Board. The annual report will provide statistical data and efforts reflected in the number of purchase orders, value of goods and services purchased, percentages to HUB firms, and outreach and marketing efforts. Other statistics may be required or requested by the Commissioners Court or Purchasing Board.

510 Historically Underutilized Businesses Policy

Adopted: Court Order 64788 (December 17, 1990)

Amended: Court Order 69958 (December 7, 1993)

Amended: Court Order 99651 (December 28, 2006)

Amended: Court Order 127875 (June 19, 2018)

FOR DISADVANTAGED BUSINESS ENTERPRISES ONLY

Disadvantaged Business Enterprises (DBE) are encouraged to participate in Tarrant County's bid process. The Purchasing Department will provide additional clarification of specifications, assistance with Price Forms, and further explanation of bidding procedures to those DBEs who request it.

Representatives from DBE companies should identify themselves as such and submit a copy of the Certification.

Tarrant County recognizes the certifications of both the State of Texas General Services Commission HUB Program and the North Central Texas Regional Certification Agency. All companies seeking information concerning DBE certification are urged to contact.

Texas Procurement and Support Services
Statewide HUB Program
1711 Jacinto Blvd.
PO Box 13047
Austin, Texas 78711-3047
(512) 463-5872

OR

North Central Texas
Regional Certification Agency
624 Six Flags Drive, Suite 100
Arlington, Texas 76011
(817) 640-0606

8 Specifications

8.1 Definition

A precise description of the physical characteristics, quality, or desired outcomes of a commodity to be procured, which a supplier must be able to produce or deliver to be considered for award of a contract.

8.2 Purpose

The purpose of any specification is to provide Purchasing with clear guidelines from which to purchase and to provide vendors with a minimum, acceptable standard for goods or services. A well-written specification has four (4) characteristics:

1. it establishes the minimum acceptability of the goods or services;
2. it promotes competition;
3. it contains provisions for reasonable tests and inspections for acceptability of the goods or services; and
4. it provides for an equitable award to the lowest and best bid from a responsible bidder.

8.3 Preparation

Specifications may be proposed by the user department, occupant department, or an outside agency. Draft specifications for department-specific purchases must originate from the department or designee. THE FINAL ACCEPTANCE OF THE SPECIFICATIONS, OTHER THAN THOSE FOR CONSTRUCTION PROJECTS, WILL REST WITH THE PURCHASING DEPARTMENT FOR COMPLIANCE WITH LEGAL REQUIREMENTS. This will ensure proper quality control and avoid the proliferation of conflicting specifications between the different departments of Tarrant County. The Auditor and Budget Office will verify for Purchasing that the goods or services were considered and approved in the budget process. Any purchases that were not approved in the budget process will be submitted to Commissioners Court to seek their permission to accept bids/RFPs.

To ensure fairness, vendors who help develop specifications for any solicitation are not eligible for award for that solicitation. In addition, Purchasing will not allow the adding of unreasonable requirements, unnecessary experience, and excessive bonding in the specifications of solicitations.

8.4 Specification types

There are a number of specification types that will be used by the Purchasing Department. They include:

8.4.1 Design

A detailed description of goods or services, including such things as details of construction or production, dimensions, chemical composition, physical properties, materials, ingredients, and all other details needed for the provider to produce goods and services of minimum acceptability. Design specifications are usually required for construction projects, certain produced goods, and for many services. Design specifications focus on how the vendor must perform the service or how the product is

made rather than what the product or service does Respondents have very little discretion as to the methods or detailed processes to be used Agencies must ensure that processes are in place to properly inspect and test for compliance with the specifications.

8.4.2 Performance

Where the goods or services are described in terms of required performance. They may include such details as required power, the strength of the material, test methods and standards of acceptability, and recommended practices. This type of specification is used most often for capital equipment. Performance specifications focus on outcomes or results rather than the process by which the products and services are produced. Respondents bear the burden of choosing the approach that will be utilized to accomplish the agency requirement. Performance specifications allow respondents to bring their own expertise, creativity, and resources to satisfy the agency requirement. Agencies must ensure that performance specifications are reasonable and measurable.

8.4.3 Brand Name Or Equal

Descriptive specifications for products must provide those principal physical, functional or other characteristics that are essential to the minimum business needs while providing open and competitive bidding. The specifications should not include minimum or maximum restrictive dimensions, weights, materials or other characteristics that are unique to one brand name or would eliminate competition of other products. As a best practice, a minimum of two known acceptable manufacturer/brand names and model numbers that are currently being manufactured should be referenced as “or equal.” Restrictive descriptive characteristics which are essential to the intended use may be included only if all the manufacturer/brands referenced in the solicitation can qualify. An example of a referenced brand or equal is as follows: Referenced Manufacturer/Brand, Product/Model Number or Equal: ABC Mfg No. 1234 or XYZ Mfg. Co. No. 556677. The solicitation should include a clause citing the purpose for the references as “or equal” and the submittal requirements for evaluation. For example, a solicitation clause for a referenced brand is as follows: Catalogs, brand names, or manufacturer’s references are descriptive only and indicate type and quality desired. Bids on brands of like nature and quality will be considered. If proposing other than the referenced brands/model number, Bidder must provide the manufacturer, brand, or trade name, product number and provide complete descriptive information of product offered and include it with the bid. The evaluation of “or equal” offers shall be given full consideration and offers meeting the specification shall not be rejected for minor differences in design, construction or features from the reference models that do not affect the suitability of the product for its intended use.

8.4.4 Industry Standard

This is one of the simplest specifications available. All goods made to an industry standard are identical, regardless of manufacturer, and will result in the acquisition of goods of uniform quality. An example is the UL standard for electrical products.

8.4.5 Prohibited Competition Restriction

Some of the situations considered to be restrictive of competition include but are not limited to:

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

9 Requisitioning Process

9.1 Definition

A purchase requisition is a department request authorizing the Purchasing Department to enter into a contract to purchase goods or services and charge the expenditure to the appropriate department budget. This automated form is for internal use and cannot be used by a department to order material directly from a vendor. It is the first step after the need for goods or services is recognized.

Purchase requisitions should fully describe to the Purchasing Department what to buy when it is required, and where the goods are to be delivered and the services to be performed.

9.2 Policy

Tarrant County utilizes an automated requisitioning system, called SAP. Based on established budget line items, purchase requisitions are entered into SAP by the user department. Adequate budget funds must be available in the departmental line items and approved by both the Auditor and Budget Office before the Purchasing Department can proceed with the purchase of the requested goods and services. Exceptions to the approval process may occur in the case of low value (<\$25.00) office supplies.

After the Purchasing Department receives an Audit-approved purchase requisition, it determines the appropriate procedures based on the cost of the purchase, the goods and services to be purchased, the existing contracts for goods and services, and other relevant factors.

Upon determining the appropriate procurement process, the Purchasing Agent or assigned representative (buyer) acting on his/her behalf will issue a purchase order to the vendor(s) for the desired goods or services. The Purchasing Agent or assigned representative is the only individual authorized to generate a printed/electronic copy of a purchase order. No other County personnel will have access or authorization to print an original purchase order.

Specific instructions on entering requisitions into SAP are not covered in this manual. The user department should refer to the County's SAP training website or contact the Help Desk for further information and to check for periodic training session opportunities.

9.3 Types Of Purchase Requisitions

9.3.1 Routine

Normal purchases have a cycle time of three to ten (3-10) working days.

9.3.2 Expedited

Purchases where the goods or services are needed sooner than the routine cycle time. Expedited purchases do not qualify as emergency purchases and are subject to all applicable bidding requirements. Cycle time for expedited purchase requisitions is one to three (1-3) working days.

Note: Expedited purchases are NOT emergency purchases. They are goods or services needed quickly to prevent costly delays or work stoppage.

Expedited purchases probably warrant the additional cost and effort caused by the interruption of the normal work routine. They should not be used unless absolutely necessary. The user department should always telephone the appropriate buyer and make them aware of any such problem, as well as put the appropriate information in the requisition text section.

9.3.3 Emergency

Purchase of any goods or services needed because of an emergency condition that the Commissioners Court has ordered exempt, in compliance with the County Purchasing Act [Texas Local Government Code, Section 262.024(a)(1-3)]. All emergency exemption orders must be processed through the Purchasing Department. The Purchasing Agent will submit these as an agenda item for the Commissioners Court approval.

1. Emergency items less than \$50,000 will be handled in the same manner as an expedited purchase requisition.
2. Emergency items greater than \$50,000 must be placed on the Commissioners Court agenda.

If the requisition requires a formal solicitation the cycle time will be longer.

NOTE: "Cycle time" refers to the time between when a purchase requisition is assigned to a buyer for action and when the actual purchase order is placed with a vendor. Cycle time does not include the time required for delivery, or the time it takes for the approval process from the Auditor and Budget Office.

9.4 Purchases Processed Via Check Request

If Texas Local Government Code 262.011(d) does not require the Purchasing Agent to purchase a given request, or if Section 262.023 does not require the purchase to be made by competitive bid, then a check request may be submitted to the Auditor's Office for processing.

Examples of purchases that may be submitted on a check request include:

1. Association and Membership Dues
2. Bonds (notary, liability, etc.)
3. Conferences, Seminars, Training
4. Contract Labor
5. Court Appointed Attorney Payments
6. Damages to Non-County Property (self-insurance)
7. Food and Catering for Meetings
8. Interpreting
9. Licenses and Permits
10. Photo Processing
11. Postage
12. Sponsorships
13. Subscriptions (newspapers and magazines)

- 14. Travel Expense (including registrations)
- 15. Utilities (water, gas, cellular phones)
- 16. Vehicle Inspections

If there are any questions as to whether an item should be on a check request or purchase order, the Purchasing Department should be contacted for that determination.

9.5 Check Request Procedures

Check requests submitted to the Auditor's Office for processing should include the following information:

- 1. To whom the check is to be made payable, the mailing address, general ledger account number, and amount.
- 2. Signature of an authorized individual.
- 3. Supporting documentation; i.e., invoice, receipts, travel itineraries, seminar agenda, settlement papers, the Commissioners Court Order.
- 4. The following items also require an executed contract and the Commissioners Court approval:
 - a) Professional Services
 - b) Real Property Rentals or Leases
 - c) Insurance (including employee benefits)
 - d) Interlocal Agreements
 - e) Depository Agreement

10 Procedures for Purchases Under \$50,000

10.1 Policy

For purchases of goods and services totaling less than \$50,000, as defined in 262.011(d) of the Texas Local Government Code, the Purchasing Agent is authorized to select the exact goods or services to meet the requirements of the departments. The Purchasing Agent is authorized to select the vendor and to follow all necessary actions to conclude a contract for the purchase of the goods and services, without specific approval of the Commissioners Court in compliance with Texas Local Government Code 262.0245.

10.2 Considerations

In selecting the exact goods or services requested by the departments, the Purchasing Agent must consider the following:

1. the stated needs of the department and whether the selected goods or services meet those needs;
2. available information about sources and prices of the goods and services;
3. the delivery requirements of the vendor and department; and
4. any other information that should be considered involving the circumstances of the purchase.

10.3 Procedures

Purchasing will make the final determination as to the method of an award based on information provided.

The assigned Buyer will solicit the quotes required based on dollar thresholds and award per the below Purchasing procedures:

1. purchases of less than \$1,999.99 required to obtain/solicit a minimum of two (2) quotes, written or verbal. An effort to contact two (2) Historically Underutilized Business (HUB) vendors should be made;
2. purchases from \$2,000.00 to \$24,999.99 required to obtain/solicit a minimum of (3) to four (4) written quotations. An effort to contact at least three (3) Historically Underutilized Business (HUB) vendors should be made;
3. purchases from \$25,000 to \$49,999.99 required to obtain or solicit written solicitation including buyer's database, department database, and vendor database. Specifications will be more formalized utilizing current solicitations boiler plate including references and insurance requirements as needed. **All HUB vendors specific to NIGP codes will be contacted.** Permission, advertising, and court approval are not required, but encouraged;
4. annual contracts from \$25,000 to \$49,999.99 may be required to obtain/solicit advertising with sealed responses. **All HUB vendors specific to commodity codes will be contacted.** Permission, advertising, and court approval are required.

Then, if quality and delivery terms meet County needs, the vendor who provides the lowest price will be selected. If the vendor offering the lowest price is not used, a notation will be made to indicate the reason another vendor was selected.

The Purchasing Agent has the authority to deviate from the policy for purchases under \$50,000 if it is in the best interests of Tarrant County and if it will facilitate specific County operations.

NOTE: If cumulative purchases for a single commodity code are anticipated to exceed \$50,000 in a fiscal year, then formal competitive bidding is required, and an annual term contract will be established. Cumulative purchases include Countywide purchases and are not limited to departmental requirements (i.e., office supplies, computer paper, uniforms, furniture, etc.)

CAUTION: Intentionally separating purchases or invoices to avoid \$50,000 formal competitive bidding is a violation of the Purchasing Act as described in Texas Local Government Code 262.034.

10.4 Modifications

The Purchasing Agent may modify contracts for goods and services that are for less than \$50,000 if the modification is in writing and the aggregate cost of the purchases under the contract will not exceed \$50,000.

11 Solicitation Requirements For Purchases Exceeding \$50,000

11.1 Definitions

A *solicitation* is any competitive prompt that requests for supplier participation. "Solicitation" is the overall term which contains "Invitation for Bids (IFB)", "Requests for Proposals" (RFP), "Requests for Qualifications" (RFQ).

11.1.1 IFBs

Competitive bidding means the process of inviting and obtaining bids from competing suppliers by which an award is made to the lowest responsive bid from a responsible bidder meeting written specifications.

The Texas Supreme Court described it as follows:

"Competitive bidding requires due advertisement, giving the opportunity to bid, and contemplates bidding on the same undertaking upon each of the same material items and services covered by the contract, upon the same thing. It requires that all bidders be placed on the same plane of equality and that they each bid upon the same terms and conditions involved in all the items and services and parts of the contract, and the proposals specify as to all bids the same or substantially similar specifications." (Texas Highway Commission v. Texas Association of Steel Importers Inc. 372 S.W.2d 525,527 (Tex. 1963))

The term, "*formal competitive bidding*" will be used in this manual, and is generally used in public purchasing, when the bidding process is in compliance with Texas Local Government Code, 262.023 and requires approval by a governing board, such as the Commissioners Court.

"*Sealed*" bids will be used for contracts exceeding \$50,000. The Invitation for Bid (IFB) will be used to solicit bids from vendors in response to Tarrant County specifications and contractual terms and conditions. A returned, notice of award letter with a valid court order number or the issuance of a purchase order will form the contract between Tarrant County and the vendor.

Competitive proposals may be solicited through Request for Proposal (RFP) as defined in Texas Local Government Code 262.030(d).

11.1.2 RFPs

Formal "sealed" Requests for Proposals (RFP) will be used to procure insurance, high technology goods or services, special services of landscape maintenance, recycling, and travel management that are expected to exceed \$50,000. The RFP will solicit proposals from vendors in response to the County's requirements, along with contractual terms and conditions. If a formal contract is required, it must be reviewed by the reviewed by the Criminal District Attorney's Office and approved by the Commissioners Court.

“High technology item” means a service, equipment, or good of a highly technical nature, including:

- (A) data processing equipment and software and firmware used in conjunction with data processing equipment;*
- (B) telecommunications, radio, and microwave systems;*
- (C) electronic distributed control systems, including building energy management systems; and*
- (D) technical services related to those items. (Texas Local Government Code 262.022)*

11.2 Purpose Of Competition

The first purpose of competition is to ensure that public monies are spent properly, legally, and for public projects only, and at the best value. (This is, in fact, the primary goal of public procurement, even when purchases do not require the formal approval of the governing board.)

The second purpose is to give those qualified and responsible vendors who desire to do business with the County a fair and equitable opportunity to do so. The use of a standard and consistent procurement process provides the public with an assurance that their tax dollars are being spent properly in compliance with Texas Local Government Code 262.0225.

The Texas Supreme Court states, “Its purpose is to stimulate competition, prevent favoritism, and secure the best work and materials at the lowest practicable price for the best interest of the taxpayer and property owners.” (*Texas Highway Commission v. Texas Association of Steel Importers Inc.* 372 S.W.2d 525,527 (Tex. 1963))

11.3 Procedures for All Solicitation Types

Formal solicitation—which calls for formal approval by the Commissioners Court due to a required expenditure in excess of \$50,000—will in Tarrant County, with few exceptions, be accomplished by the following:

11.3.1 Purchase Requisition or Memo:

Communication of an approved budget and a clear description of what is to be purchased is required prior to the Purchasing Department beginning a solicitation. This communication may come in the form of a purchase requisition, a solicitation request form or a construction project summary form. The description of what is to be purchased is the responsibility of the requesting department. Purchasing will review to ensure clarity and fairness and confirm that it meets the requirements of Purchasing law.

The user department will follow up the permission request with the entry of a purchase requisition into SAP, if applicable. The Purchasing Department will not proceed with a purchase unless the appropriate budget line item includes sufficient unencumbered funds for the purchase and is approved by the Auditor and Budget Office.

11.3.2 Notice

The solicitation will be published by the Purchasing Department in compliance with Texas Local Government Code 262.025.

A notice of the intended purchase must be published at least twice within a two-week period by a newspaper of general circulation in the County, with the first day of publication occurring before the 14th day before the date of the bid opening.

The notice must include the following (Texas Local Government Code 262.025):

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

11.3.3 Pre-Bid Conference

The Purchasing Department will ensure that purchasing procedures are followed, as stated in Texas Local Government Code 262.0256, and the user department will provide technical information and ensure that technical standards are upheld. Purchasing will schedule the pre-bid conference and will assist in conducting the conference to the following extent:

1. Have all representatives sign the attendance roster.
2. Provide a brief introduction describing the project title, magnitude, and performance period.
3. Indicate whether there has been any addenda issued.
4. Discuss the role of Purchasing in the procurement and administration process.
5. Discuss Disadvantaged Business Enterprise (DBE) expectations or requirements as outlined in the appropriate section of the specifications.
6. Determine any issues discussed that require the issuance of an addendum. All addenda will be issued by the Purchasing Department and will only be issued if there are at least seven (7) days between the date of the addendum and the specified opening date. Shorter time frames will automatically delay the bid opening date by at least one (1) full week. The user department will provide Purchasing with the technical documentation (i.e., changes/additions to the plans or specifications). Purchasing will be responsible for posting the addendum.

11.3.4 Mandatory Pre-Bid Conference

A mandatory pre-bid conference may be employed to ensure that vendors attend conference to become aware of important facts and enforce that only attendees be

eligible for award, as stated in 262.027 (f), which states, *“Notwithstanding any other requirement of this section, the commissioners court may condition acceptance of a bid on compliance with a requirement for attendance at a mandatory pre-bid conference under Section 262.0256.”*

11.3.5 Amendment To Solicitation:

The Commissioners Court, by law, authorizes the Purchasing Agent to extend the solicitation opening date. The Purchasing Agent may amend a solicitation to clarify the original intent or to correct errors or omissions if the changes are so insignificant that they are not likely to matter to the vendor in determining the price or the ability to respond; if there is no change to the quantity or delivery requirements; and if the amendment does not change the scope of the solicitation. There should be at least seven (7) days between the date of the amendment and the opening date specified in the legal advertisement.

11.3.6 eProcurement

The default method of receiving bids (IFBs) or responses (RFPs, RFQs) is Tarrant County’s eProcurement system, Ion Wave. Solicitations issued through the eProcurement system will comply with the following:

Sec. 262.0225. ADDITIONAL COMPETITIVE PROCEDURES

(c-1) The commissioners court of a county may be order require submission of bids or proposals under this subchapter through electronics transmission if the county makes available all technology necessary to submit a bid or proposal through electronic transmission to any person who submits a hard-copy bid or proposal in person; and

Sec. 262.0235. PROCEDURES ADOPTED BY COUNTY PURCHASING AGENTS FOR ELECTRONIC BIDS OR PROPOSALS.

The county purchasing agent, before receiving electronic bids or proposals, shall adopt rules in conformance with Section 262.011(o) to ensure the identification, security, and confidentiality of electronic bids or proposals.

Tarrant County may accept physical bids or responses at its discretion.

11.3.7 Receipt

The following procedures will be adhered to when receiving bids:

1. All bids or responses will be received by the Tarrant County Purchasing Department through its eProcurement system.
2. The eProcurement system will timestamp each bid upon submission.
3. Bids or responses will not be accepted after the deadline stated in the solicitation. The bids, responses, or offers will stored digitally in the eProcurement system and will remain unsealed until digitally opened on the advertised date and time by the Purchasing Department.
4. Physical receipt of bids or responses:
 - a. In the event that Purchasing accepts physical bids or responses on a particular solicitation, all bids or responses will be stamped with the time

and date received. The “Date Stamp Clock” in the Purchasing Department will serve as the official time clock for the purpose of identifying the date and time bids were received in the Purchasing Department.

- b. All bids received after the opening time will be returned unopened to the bidder with a letter from the Purchasing Agent notifying the bidder that the submitted bid was received after the due date and time. The Purchasing Department will record the name of the vendor’s representative submitting the bid, as well as the time and date the bid was submitted. If a bid is received by mail, express mail, or courier, the delivery method will be reflected in the record.
- c. After bids are received, a secure place will be provided by the Purchasing Department for holding the bids until the opening date.
- d. On occasion, bids that are received in the mail, or by some other independent carrier, may be inadvertently opened. If this situation occurs, another Purchasing Department staff member will be called immediately to act as a witness that the details of the bid, particularly the price, were not reviewed and that the bid was again sealed by an employee of the Purchasing Department.

The above process will be followed in order to preclude any perception of favoritism or revealing bid prices or information. Having sealed bids publicly received and recording the submission of bids is intended to inhibit any perception that the Purchasing Department is manipulating the receipt of bids.

11.3.8 Opening IFBs

Bids received from an IFB solicitation will be opened by the Purchasing Department and the preliminary tabulation will be publicly posted. Copies of preliminary bid tabulations may be downloaded from the eProcurement website. Note that preliminary bid tabulations are subject to change prior to award recommendation.

RFPs, RFQs

Sealed proposals in response to an RFP will be unsealed by the Purchasing Department in the eProcurement system. Only the names of vendors submitting proposals will be posted. The Purchasing Department will unseal the proposals on the date specified in the legal notice. The date specified in the legal notice may be extended by the Purchasing Department.

Proposals shall be opened to avoid disclosure of contents to competing Respondents and kept secret during the process of negotiation. All Proposals that have been submitted shall be open for public inspection after the contract is awarded, except for trade secrets and confidential information contained in the proposals and identified as such, which will be kept closed pending a ruling by the Texas Attorney General.

11.3.9 Evaluation

IFBs

The Purchasing Department will evaluate all bids, with assistance from the user department, and a recommendation concerning the lowest responsible bid will be made to the Commissioners Court. The Purchasing Department will evaluate bids based on:

1. price,
2. cost of repair and maintenance,
3. cost of delivery and handling,
4. compliance of goods and services with specifications, and
5. vendor's financial stability, ability to perform the contract, the vendor's safety record, if stated in the IFB, and the past performance of that vendor.

In the event that only one vendor responds to a solicitation, a cost analysis will be completed to determine if the price is reasonable.

The Purchasing Department will provide a copy of the bid results to the user department. A signed memo from the Official, Department Head or Executive Manager of that user department acknowledging agreement with the proposed award recommendation will be included in the presentation to the Commissioners Court. Whenever the lowest bid received is not in the best interest of Tarrant County, clear justification for not selecting the low bid must be documented before being placed on the Commissioners Court agenda.

RFPs

The Purchasing Department will evaluate all proposals, with assistance from the user department, occupant department, Information Technology Department if applicable, or the appropriate committee. Purchasing will then request written confirmation in support of the recommended awardee and make a formal recommendation to the Commissioners Court for approval.

All requests for proposals (RFP) must specify the appropriate evaluation criteria necessary to make an unbiased award recommendation. Evaluation criteria must be relevant and referenced in the specifications. Price must be a minimum of 35% of the scoring points unless approved by the Purchasing Agent for special circumstances.

11.3.10 Negotiations

All negotiations will be supervised by the Purchasing Department. Any conversations with vendors must be in coordination with the Purchasing Department, and a member of that department should be present for all discussions with vendors. Departments contacting vendors without coordinating with the Purchasing Department risk jeopardizing the integrity of the County procurement process.

11.3.11 Contract Award

IFBs

The Purchasing Agent will recommend contract award to the Commissioners Court in session. The Court shall, as defined in Texas Local Government Code 262.027(a):

1. Award the contract to the responsible bidder who submits the lowest and best bid, or
2. Reject all bids and publish a new notice.

If two (2) responsible bidders submit the lowest and best bid, the tie bid will be broken in accordance with the Court Order No. 60616, "Procedure for Awarding Tie Bids." Accordingly, the Purchasing Agent, or designee, shall oversee a coin flip to determine the successful vendor. The buyer responsible for the bid shall flip the coin. The first vendor listed on the tabulation sheet shall be "heads." The second vendor listed on the tabulation sheet shall be "tails." One to two impartial witnesses shall be on hand to determine the results of the coin flip. All participants shall certify the results by signing the tabulation sheet or a similar document.

A contract may not be awarded to a bidder who is not the lowest dollar bidder meeting specifications unless, before the award, each lower bidder is given notice of the proposed award and is given the opportunity to appear before the Commissioners Court to present evidence to refute the award recommendation in compliance with Texas Government Code 262.027(c).

After an award is made, a notice of award will be processed, with copies sent to the appropriate vendor and user departments as outlined in Texas Government Code 262.027(c).

RFPs

The award of the contract shall be made by the Commissioners Court to the responsible vendor whose proposal is determined to be the best evaluated offer resulting from negotiation, if necessary, and taking into consideration the relative importance of price and other evaluation factors set forth in the Request for Proposals (RFP).

RFQs

The result of an RFQ is a list of qualified vendors. Once the list of vendors is established, terms are negotiated.

11.3.12 Protest

A Protest is an objection by an interested party to a solicitation or award of a contract with the intention of receiving a remedial result.

The law requires that each non-awarded low bidder meeting specifications must be contacted and given the time and date of the award in Commissioners Court, affording them the opportunity to protest publicly, to which they are legally entitled as defined in Texas Local Government Code 262.027(h).

11.3.13 Contract Administration

The user department, unless it is an annual supply contract, will be responsible for monitoring and documenting contractor performance and compliance with all terms, conditions, and specifications of contracts or purchase orders. All documentation of noncompliance should be shared with the Purchasing Department. If poor performance or noncompliance with the contract occurs, the Purchasing Department will be responsible to initiate corrective action with the vendor.

The Purchasing Agent will take all steps related to obtaining contract compliance but will consult with the Criminal District Attorney's Office before taking any steps towards contract suspension or termination. Before any letters, notices, or other communications related to termination or suspension are sent to the vendor, the contents of these documents must be reviewed by the Criminal District Attorney's Office as the initial steps toward potential litigation.

This aspect of the procurement process is often overlooked and is perhaps one of the most important. To enforce contractual terms, documentation of specific noncompliance must be available. Specific dates, locations, examples, etc., must be documented.

11.3.14 Documentation & Record Keeping Procedures

Tarrant County shall maintain records sufficient to detail the history of each procurement action. These records shall include, but are not limited to, the following:

1. Rationale for the method of procurement;
2. Selection of contract type;
3. Contractor selection or rejection; and
4. The basis for the contract price

Texas Government Code 441.158 details the requirements of the Texas State Library and Archives Commission for the local government records retention schedule. The retention schedule is required to:

1. List the various types of records of the applicable local government;
2. State the retention period prescribed by a federal or state law, rule of court, or regulation for records for which a period is prescribed; and,
3. Prescribe retention periods for all other records, which periods have the same effect as if prescribed by law after the records retention schedule is adopted as a rule of the commission.

Texas Administrative Code, Title 13, Part 1, Chapter 7, Subchapter D, Rule §7.125, GR1075 establishes the retention rules for bids and bids bid documentation:

1. For successful solicitations, records will be retained for three (3) years after the fiscal year end of the award.
2. For unsuccessful bids, records will be retained for two (2) years.
3. For informal quotes, records will be retained for one (1) year.

4. For Requests for Information, records will be retained as long as valuable after date of purchase, solicitation, or decision not to proceed with solicitation, as applicable.

Any solicitation utilizing federal funds will comply with 2 CFR §200.334.

Documents to be retain include, but are not limited to, solicitation documents, responses, method of solicitation, determination of award and price.

11.3.15 Modifications

The Commissioners Court delegates to the Purchasing Agent its authority to modify awarded contracts at any time in writing, if the changes do not increase the price of the contract and are within the general scope of the contract, including a change to any of the following as defined in Texas Local Government Code 262.0305:

1. Drawings, designs, or specifications when the goods to be furnished are to be specially manufactured for Tarrant County in accordance with the drawings, designs, or specifications.
2. Method of shipment or packaging.
3. Place of delivery.
4. Correction of errors of a general administrative nature or other mistake, the correction of which does not affect the price or scope of the contract and does not result in additional expense to the contractor.

11.3.16 Rebidding Annual Contracts

The Purchasing Department, via the eProcurement system monitors the expiration dates of all contracts. Purchasing should notify, by memo, user departments at least ninety (90) days before contract expiration and verify whether the goods or services need to be rebid. The user department will return the specifications and quantities sent from the Purchasing Department, with any additions, deletions, or corrections.

11.3.17 No Responses To Solicitations

In the event that no responsive bids or offers are received, Texas Local Government Code § 262.0225(d) states:

“A county that complies in good faith with the competitive bidding requirements of this chapter [Texas Local Government Code, Chapter 262, entitled Purchasing and Contracting Authority of Counties] and receives no responsive bids for an item may procure the item under Section 262.0245.”

Texas Local Government Code § 262.0245: This Section requires the county purchasing agent to adopt procedures that provide for competitive procurement, to the extent practicable under the circumstances, for the county purchase of an item that is not subject to competitive procurement or for which the county receives no responsive bid. Procedures to Follow If the County has complied with the competitive bid process (Texas

Local Government Code § 262.023) and no responsive bids were received, the Purchasing Department shall use the following procedures to satisfy the needs of the county.

1. The same specifications that were used in the initial formal bid process will generally be used to obtain quotes from vendors known to provide the needed goods or services.
2. Three (3) written price quotes for the item(s) and/or service(s) to be procured shall be obtained. If obtaining quotes from three (3) vendors is not possible, due to lack of competition or vendor interest, Purchasing will proceed to obtain as many quotes as possible.
3. The lowest and best quote shall be determined in the same manner as defined in the formal bid process for which no bids were received.
4. The requesting department shall include its recommendation of the lowest and best quote to the Purchasing Department. Purchasing will then review the quotes, terms, conditions, and requesting department recommendation.

After review, Purchasing shall request placement of the request on the Commissioners Court agenda for consideration and approval. When approved by the Commissioners Court, the necessary purchase order will be issued.

11.3.18 Contracts With Bidders From Other States

This section applies only to County contracts that do not involve federal funds and are for general construction or an improvement, a public works project, or a purchase of a service, supplies, materials, or equipment. This section relates to Texas Government Code 2252.002 - 2252.004.

In this subsection:

“nonresident bidder” means a bidder for which Texas is not the principal place of business for it or its ultimate parent company or majority owner.

“resident bidder” means a bidder for which Texas is the principal place of business for it and its ultimate parent company or majority owner.

The Purchasing staff determine if:

- a) The purchase does not involve federal funds,
- b) The bidder is a nonresident bidder, and
- c) The bidder’s principal place of business is located in a state that regulates the award of government contracts to a bidder whose principal place of business is not located in that state. The comptroller publishes a list of these states in the Texas Register:
<https://comptroller.texas.gov/purchasing/bidder-preference/> .

If all three criteria above apply to the respondent and the solicitation, the County may not award the resulting contract to the nonresident bidder unless the nonresident bidder

underbids the lowest bid submitted by a responsible resident bidder by an amount that equal to or more than the amount by which a resident bidder would be required to underbid a nonresident Bidder to obtain a comparable contract in the state in which the:

- a) nonresident's principal place of business is located, or
- b) nonresident Bidder is a resident manufacturer.

For example, a bidder's principal place of business is in Florida. The laws of Florida give the Florida bidder a 5% preference. The Florida bidder submits a bid of \$100,000 on a County contract for general construction that does not involve federal funds. The Florida bidder cannot be awarded the contract unless all bids by responsive and responsible resident bidders are more than \$105,000.

When a purchase is made using federal funds, Tarrant County shall conduct procurements in a manner that prohibits the use of statutorily or administratively imposed state, local, or tribal geographical preferences in the evaluation of bids or proposals, except in those cases where applicable Federal statutes expressly mandate or encourage geographic preference. When contracting for architectural and engineering (A/E) services, geographic location may be a selection criterion provided its application leaves an appropriate number of qualified firms, given the nature and size of the project, to compete for the contract.

12 Interlocal Agreements

12.1 Introduction

To foster greater economy and efficiency, and in accordance with efforts to promote cost-effective use of shared services across the federal government, Tarrant County may opt to enter into state and local interlocal agreements or intergovernmental agreements, where appropriate, for procurement or use of common or shared goods and services.

Sections 271.081 through 271.083 of the Texas Local Government Code require the State Purchasing and Statewide Procurement Division (SPD) to establish a local government purchasing program and authorizes Tarrant County to participate in the program.

The first allows purchasing from vendors with which the State has entered into contracts as a result of competitive bidding procedures. These are referred to as State Contract purchases. The second is the TXMAS Program. The Statewide Procurement Division (SPD) has established, as an alternative purchasing method, the use of Texas Multiple Award Schedule (TXMAS) contracts that have been developed from contracts that have been competitively awarded by the federal government or any other governmental entity of any state in compliance with Texas Government Code 2155.502. As the responsible federal entity, the General Services Administration (GSA) Federal Supply Service awards Federal Supply schedule contracts by competitive procurement procedures for more than 50 schedules that cover multiple commodities and services. These prices reflected on GSA schedule contracts are the Most Favored Customer (MFC) prices and the maximum price allowable. TXMAS contracts take advantage of the MFC pricing and under certain circumstances, an agency or local government entity may negotiate a lower price for goods or services offered on a schedule contract. A “best value” purchase can be made by following the TXMAS purchasing procedures. These laws are located in Texas Government Code, Chapter 791.

12.2 Policy

Tarrant County participates in the purchasing program of the State Purchasing and Statewide Procurement Division (SPD) for local governments.

12.3 Official Representative

The Purchasing Agent is designated to act for Tarrant County at the direction of the Commissioners Court in all matters relating to the purchasing program, including the purchase of goods and services from any vendor under contract. Tarrant County is responsible for making direct payments to the vendor.

12.4 Procedure

The Purchasing Agent is responsible for submitting requisitions to the Comptroller under any contract or electronically sending purchase orders directly to the vendor and reports to the Comptroller on actual purchases in compliance with the Comptroller’s regulations. The Purchasing Agent is responsible for vendors’ compliance with all the conditions of delivery and quality of the purchased goods and services. The Purchasing Agent is authorized to sign and deliver all necessary documents for purchases under this program made on behalf of Tarrant County.

12.4.1 Contract Award

The award of any contract from the State contracts catalog including the Department of Information Resources (DIR) as well as Purchasing Cooperatives including but not limited to, BuyBoard, and the Omnia Partners, Public Sector shall be in writing, approved and signed by either the Purchasing Agent—if less than \$50,000—or the Commissioners Court—if more than \$50,000—prior to any services being rendered. The Commissioners Court authorizes the Purchasing Agent to execute any contract for State contract purchases, the Department of Information Resources and Purchasing Cooperatives that are procured in compliance with this section if the cost of the contract does not exceed \$50,000.

An exemption exists for purchases made as a result of Interlocal agreements with other governmental agencies. Regardless of the cost involved, this type of purchase does not require presentation to and approval by the Commissioners Court.

12.4.2 Contract Modifications

It is the policy of Tarrant County that all change orders must be processed through the Purchasing Department as defined in Texas Local Government Code 262.031:

(a) If it becomes necessary to make changes in plans, specifications, or proposals after a contract is made or if it becomes necessary to increase or decrease the quantity of items purchased, the commissioners court may make the changes. However, the total contract price may not be increased unless the cost of the change can be paid from available funds.

(b) If a change order involves an increase or decrease in cost of \$50,000 or less, the commissioners court may grant general authority to an employee to approve the change orders. However, the original contract price may not be increased by more than 25 percent unless the change order is necessary to comply with a federal or state statute, rule, regulation, or judicial decision enacted, adopted, or rendered after the contract was made. The original contract price may not be decreased by 18 percent or more without the consent of the contractor.

12.4.3 Contract Administration

The user department will be responsible for monitoring and documenting contractor performance and compliance. All documentation of noncompliance must be shared with Purchasing. If poor performance or noncompliance with the contract is evidenced, Purchasing will be responsible to initiate corrective action with the vendor.

The Purchasing Agent will take all steps related to obtaining compliance with the contract but will consult the Criminal District Attorney's Office before taking any action on the contract. Before any letter, notices, or other communication related to termination or suspension are sent to the contractor, the contents of these should be reviewed by the Criminal District Attorney's Office as the initial steps toward potential litigation.

This aspect of the County procurement process is often overlooked and is perhaps one of the most important. To enforce contractual terms, documentation of specific noncompliance must be available. Specific noncompliance issues, dates, locations, examples, etc., must be documented.

12.5 Texas Procurement And Support Services (TXMAS)

12.5.1 Authority

The Statewide Procurement Division (SPD) has established, as an alternative purchasing method, the use of Texas Multiple Award Schedule (TXMAS) contracts that have been developed from contracts that have been competitively awarded by the federal government or any other governmental entity of any state. As the responsible federal entity, the General Services Administration (GSA) Federal Supply Service awards Federal Supply schedule contracts by competitive procurement procedures for more than 50 schedules that cover multiple commodities and services. These prices reflected on GSA schedule contracts are the Most Favored Customer (MFC) prices and the maximum price allowable. TXMAS contracts take advantage of the MFC pricing and under certain circumstances, an agency or local government entity may negotiate a lower price for goods or services offered on a schedule contract. A “best value” purchase can be made by following the TXMAS purchasing procedures. Government Code.

12.5.2 Policy

Tarrant County will purchase goods or services from the TXMAS in fulfillment of the competitive bidding requirements. The County will determine that all purchases or leases are based on the best available and are in the County’s best interest.

12.5.3 Contract Award

The award of any contract from TXMAS should be in writing, approved and signed by either the Purchasing Agent—if less than \$50,000—or the Commissioners Court—if \$50,000 or more—prior to any services being rendered. The Commissioners Court authorizes the Purchasing Agent to execute any contracts for TXMAS that are procured in compliance with this section if the cost of the contract does not exceed \$50,000. In either event, the requisition process initiates the transaction.

12.5.4 Contract Modifications

It is the policy of Tarrant County that all change orders must be processed through the Purchasing Department in compliance with Texas Local Government Code 262.031:

(a) If it becomes necessary to make changes in plans, specifications, or proposals after a contract is made or if it becomes necessary to increase or decrease the quantity of items purchased, the commissioners court may make the changes. However, the total contract price may not be increased unless the cost of the change can be paid from available funds.

(b) If a change order involves an increase or decrease in cost of \$50,000 or less, the commissioners court may grant general authority to an employee to approve the change orders. However, the original contract price may not be increased by more than 25

percent unless the change order is necessary to comply with a federal or state statute, rule, regulation, or judicial decision enacted, adopted, or rendered after the contract was made. The original contract price may not be decreased by 18 percent or more without the consent of the contractor.

12.5.5 Contract Administration

The user department will be responsible for monitoring and documenting contract performance and compliance. All documentation of noncompliance must be shared with Purchasing. If poor performance or noncompliance with the contract is evidenced, Purchasing will be responsible to initiate corrective action with the vendor.

The Purchasing Agent will take all steps related to obtaining compliance with the contract but will consult the Criminal District Attorney's Office before taking any action on the contract. Before any letter, notices, or other communications related to termination or suspension are sent to the vendor, the contents of these should be reviewed by the Criminal District Attorney's Office and the Auditor's Office as the initial steps toward potential litigation.

This aspect of the County procurement process is often overlooked and is, perhaps, one of the most important. To enforce contractual terms, documentation of specific noncompliance must be available. Specific noncompliance issues, dates, locations, examples, etc., must be documented.

12.6 Other Cooperative Agencies

In addition to the cooperative agencies listed in above, Tarrant County Purchasing may utilize other cooperative agencies, where appropriate and at the discretion of Purchasing, to procure goods and services. Reasons for purchasing through cooperatives include:

1. Efficiency
2. Lowered price from pooling
3. Time constraints

Cooperative purchases in this section comply with Texas Government Code Chapter 791, Interlocal Cooperation Act and Section 271.101, et seq., of the Texas Local Government Code.

Texas Government Code, Chapter 791, §791.025 states,

“791.025. CONTRACTS FOR PURCHASES. (a) A local government, including a council of governments, may agree with another local government or with the state or a state agency, including the comptroller, to purchase goods and services.

(b) A local government, including a council of governments, may agree with another local government, including a nonprofit corporation that is created and operated to provide one or more governmental functions and services, or with the state or a state agency, including the comptroller, to purchase goods and any services reasonably required for the installation, operation, or maintenance of the goods. This subsection does not apply to services provided by firefighters, police officers, or emergency medical personnel.

(c) A local government that purchases goods and services under this section satisfies the requirement of the local government to seek competitive bids for the purchase of the goods and services.

(d) In this section, "council of governments" means a regional planning commission created under Chapter 391, Local Government Code."

Texas Local Government Code, Chapter 271, §271.101 states,

"Sec. 271.101. DEFINITIONS. In this subchapter:

(1) "Local cooperative organization" means an organization of governments established to provide local governments access to contracts with vendors for the purchase of materials, supplies, services, or equipment.

(2) "Local government" means a county, municipality, special district, school district, junior college district, regional planning commission, or other political subdivision of the state.

Sec. 271.102. COOPERATIVE PURCHASING PROGRAM PARTICIPATION. (a) A local government may participate in a cooperative purchasing program with another local government of this state or another state or with a local cooperative organization of this state or another state.

(b) A local government that is participating in a cooperative purchasing program may sign an agreement with another participating local government or a local cooperative organization stating that the signing local government will:

(1) designate a person to act under the direction of, and on behalf of, that local government in all matters relating to the program;

(2) make payments to another participating local government or a local cooperative organization or directly to a vendor under a contract made under this subchapter, as provided in the agreement between the participating local governments or between a local government and a local cooperative organization; and

(3) be responsible for a vendor's compliance with provisions relating to the quality of items and terms of delivery, to the extent provided in the agreement between the participating local governments or between a local government and a local cooperative organization.

(c) A local government that purchases goods or services under this subchapter satisfies any state law requiring the local government to seek competitive bids for the purchase of the goods or services."

13 Purchasing of Professional Services

13.1 Introduction

This is the most difficult section to explain due to the various laws that define (or do not define) professional services and which dictate how these services are to be purchased. The two (2) principal laws with which the Purchasing Agent must comply when procuring professional services are the Professional Services Procurement Act, Chapter 2254, Subchapter A and the County Purchasing Act.

There are two (2) kinds of professional services:

1. Professional services specifically defined under the Professional Services Procurement Act as defined by Texas Local Government Code 2254, Subchapter (a); and
2. Professional services that are not specifically defined under either the Professional Services Procurement Act or the County Purchasing Act and which must be obtained in compliance with the County Purchasing Act. The Purchasing Agent must rely on court cases and Attorney General opinions to determine what services are included in these “other” professional services.

13.2 Purpose

The Purchasing Department may contract for professional services only if funds are budgeted for that purpose and confirmed by the Auditor and Budget Office, or the solicitation is approved by the Commissioners Court.

13.3 Professional Services Procurement Act

13.3.1 Definition

Professional services are defined in Texas Local Government Code 2254 under the Professional Services Act as:

1. Services 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, professional nursing;
2. Services provided in connection with the professional employment or practice of a person who is licensed or registered as a certified public accountant, an architect, a landscape architect, a land surveyor, a physician including a surgeon, an optometrist, a professional engineer, a state certified or state licensed real estate appraiser, a registered nurse., a forensic analyst, or forensic science expert; or
3. Services provided a person lawfully engaged in interior design, regardless of whether the person is registered as an interior designer under Chapter 1053, Occupations Code.

The Act states that contracts for the purchasing of these professional services may not be awarded on the basis of price. Instead, services must be awarded on the basis of demonstrated competence and qualifications.

13.3.2 Request for Qualifications (RFQ)

To ensure vendors a fair and equitable opportunity to do business with Tarrant County, and to ensure that the services of the most qualified professional are obtained, the Commissioners Court has directed that professional services be purchased by using the Request for Qualifications (RFQ) process.

13.3.3 Procedures

Departments shall forward a memo to the Purchasing Agent when professional services are required. The memo will identify the following:

1. Scope of work
2. Qualifications and experience requirements
3. Time frames
4. Budgeted amount and budget line items
5. Suggested professionals

Based on the information provided in the memo, applicable State laws, and all relevant facts, the Purchasing Agent will determine if a formal RFQ or an informal procurement process will be implemented.

If, as a result of an RFQ, Tarrant County enters into contracts with more than one (1) qualified professional, thereby creating a pool of professionals, then the Purchasing Department must ensure that an RFQ is distributed at least once every three (3) years in order that newly qualified professionals may be added to the pool.

Unless specifically exempted by the Commissioners Court by Texas Local Government Code 262.024, all professional services anticipated to cost over \$50,000 will be procured using the formal RFQ process. Any exemption situations will be submitted to the Commissioners Court by the Purchasing Agent. Unless there is an urgent need for the services, exemptions will be submitted to the Commissioners Court for approval before selecting and negotiating with any vendor.

When procuring professional services, Tarrant County will use a two (2) step selection process. First, the Purchasing Agent, Official, or Manager will recommend to the Commissioners Court vendors capable of performing the service based on demonstrated competence and qualifications via an RFQ. Next, the Purchasing Agent, Official, or Manager will then enter into negotiations on a contract at a fair and reasonable price.

If Tarrant County is unable to negotiate a satisfactory contract with the highest ranking most highly qualified vendor, negotiations will formally end with that person or firm. The next most highly qualified vendor will then be asked to negotiate. Negotiations are continued in this sequence until a contract is finalized.

If any contract is entered into with one of the above mentioned professionals on the basis of a competitive bid, it is contrary to State law and County policy and is void.

13.3.4 Contract Modifications

It is the policy of Tarrant County that change orders, except for Facilities related construction contracts, be processed through the Purchasing Department in compliance with Texas Local Government Code 262.031:

(a) If it becomes necessary to make changes in plans, specifications, or proposals after a contract is made or if it becomes necessary to increase or decrease the quantity of items purchased, the commissioners court may make the changes. However, the total contract price may not be increased unless the cost of the change can be paid from available funds.

(b) If a change order involves an increase or decrease in cost of \$50,000 or less, the commissioners court may grant general authority to an employee to approve the change orders. However, the original contract price may not be increased by more than 25 percent unless the change order is necessary to comply with a federal or state statute, rule, regulation, or judicial decision enacted, adopted, or rendered after the contract was made. The original contract price may not be decreased by 18 percent or more without the consent of the contractor.

13.4 Purchasing Act (Texas Local Government Code 262)

13.4.1 “Other” Defined Services

As defined in this manual “other” personal or professional services are those services usually referred to as a professional service, but not specifically defined or covered in the Professional Services Procurement Act. Examples include computer programmers, lawyers, facilitators, etc. Various court opinions have defined these “other” professional services as services requiring technical skill and expertise; labor and skill which is predominately mental or intellectual, rather than physical or manual; or, a special skill and experience. “Other” personal services have been defined as services that must be performed by a particular person and, by the terms of the contract, no substitutions are allowed.

13.4.2 Request For Services (RFS)

To ensure vendors a fair and equal opportunity to do business with Tarrant County, and to ensure the services of the most qualified person or professional, “other” personal or professional services must be procured using the Request for Services (RFS) process except when the contract will be for less than \$50,000, unless the Commissioners Court approves another procedure.

13.4.3 Procedures

Departments must forward a memo to the Purchasing Agent when “other” personal or professional services are required. The memo will identify the following:

1. Scope of work
2. Qualifications and experience requirements
3. Project description
4. Time frames
5. Budgeted amount and budget line items
6. Suggested persons or professionals
7. Selection criteria

Based on the anticipated costs, information provided in the memo, applicable State law, and all relevant facts, the Purchasing Agent will make a determination as to whether a formal RFS or an informal procurement process will be implemented or a formal RFS will be recommended to the Commissioners Court.

If, as a result of an RFS, Tarrant County enters into contracts with several professionals to provide services needed from a professional pool arrangement, the user department must ensure that an RFS is distributed at least once every three (3) years so that newly qualified professionals may be added to the pool.

In selecting vendors to provide “other” personal or professional services, a department should base its choice on demonstrated competence, knowledge, qualifications, and the reasonableness of the proposed fee for services, as specified in the RFS.

Unless specifically exempted by the Commissioners Court, all personal or professional services anticipated to cost over \$50,000 will be procured using the formal RFS process. All exemption requests will be submitted to the Commissioners Court by the Purchasing Department. Unless there is an urgent need for the services, the exemption request will be submitted to the Commissioners Court for approval before selecting and negotiating with any vendors.

13.4.4 Disclosure Of Former Employees

A person who offers to provide personal or professional services to a department who has been employed by the County at any time during the two (2) years before the making of the offer shall disclose in the offer:

1. The nature of the previous employment in the department;
2. The date the employment was terminated; and
3. The annual rate of compensation at the time of termination.

13.4.5 Written Contract Or Change Orders

Any contract for “other” personal or professional services shall be in writing, approved and signed by the Commissioners Court or its authorized person prior to any services being rendered. The Purchasing Agent will determine which person or professional is selected based on the user department recommendation. The Commissioners Court authorizes the Purchasing Agent to execute any contracts for “other” personal or professional services that are procured in compliance with the Purchasing Act and in which the cost of services does not exceed \$50,000. The Auditor and Budget Office must

verify that the goods and services sought have been approved by the Commissioners Court in the budget process and adequate funds are available, and the Criminal District Attorney's Office must review the contract.

14 Construction Purchasing

14.1 Purchasing Statutes

262.011(e) of the Texas Local Government Code states that “The County Purchasing Agent shall supervise all purchases made on competitive bid.”

Section 271.024 of the Texas Local Government Code states that “to award a contract for the construction, repair, or renovation of a structure, road, highway, or other improvement or addition to real property on the basis of competitive bids, and if the contract requires the expenditure of more than \$50,000, bidding on the contract must be accomplished in the manner provided by this subchapter.”; and, Section 271.0245 of the Texas Local Government Code details additional competitive procedures.

14.2 Architectural And Engineering Services

When procuring architectural or engineering services, Tarrant County will use a two-step selection process as stated in Texas Local Government Code 2254.004:

“(a) In procuring architectural, engineering, or land surveying services, a governmental entity shall:

(1) first select the most highly qualified provider of those services on the basis of demonstrated competence and qualifications; and

(2) then attempt to negotiate with that provider a contract at a fair and reasonable price.

(b) If a satisfactory contract cannot be negotiated with the most highly qualified provider of architectural, engineering, or land surveying services, the entity shall:

(1) formally end negotiations with that provider;

(2) select the next most highly qualified provider; and

(3) attempt to negotiate a contract with that provider at a fair and reasonable price.

(c) The entity shall continue the process described in Subsection (b) to select and negotiate with providers until a contract is entered into.”

If any contract is entered into with one of the above mentioned professionals on the basis of a competitive bid, it is contrary to State law and County policy, and is void.

14.3 Value Engineering

The County shall also use value engineering methods for construction projects of sufficient size to offer reasonable opportunities for cost reductions. Value, as defined, is the ratio of function to cost. Value can therefore be manipulated by either improving the function or reducing the cost. However, it is important to note that simply reducing cost at the expense of quality is not value engineering but merely cost cutting. Value engineering allows the County to “do more with less”. Value engineering is a systematic method to obtain optimum value for each dollar spent. This can be done by completing a methodical and creative analysis of goods, products, or services to ensure that its essential function is provided at the overall lowest cost.

14.4 Time & Material Agreements

Tarrant County may use a Time and Materials (T&M) type contract only after a determination that no other contract is suitable. A T&M contract is a type of cost-reimbursement which provides for acquiring supplies or services on the basis of:

- Direct labor hours at specified fixed hourly rates that include wages, overhead, general and administrative expenses, and profit; and
- Actual costs for materials.

Time and Materials contracts can only be reimbursed for the actual cost of materials. The County must **not** pay profit or fee to the contractor on materials, materials must only be paid at cost.

Labor rates under a T&M contract must be **fully loaded** (i.e. they must include wages, overhead, general and administrative expenses, and profit). When negotiating the labor rates, the contractor must provide the County with its rate buildup or a breakdown of each component of the labor rate. The County can then use this information to negotiate profit as a separate element. This contract format generates an open-ended contract price and provides no positive incentive to the contractor for cost control or labor efficiency. Tarrant County should avoid protracted use of T&M contracts.

Tarrant County will assert a high degree of oversight in order to obtain reasonable assurance that the contractor is using efficient methods and effective cost controls.

14.5 Purchasing Supervision

Construction purchasing will be consistent with other procurement procedures as defined in this manual and in accordance with the pertinent statutes. The Purchasing Agent will supervise all construction purchases, and all competitive bids will be accompanied by the following:

14.6 Purchase Requisition

A memo will be submitted to the Purchasing Agent, signed by the Official, Department Head, or Executive Manager. This memo will serve as the initial notification that a competitive bid is needed, and this project will be placed on the Commissioners Court agenda for approval to bid. After the approval, the process has been completed in the Commissioners Court and prior to developing the specifications, the user department should contact the Senior Contracts Administrator to obtain a Request for Bid (RFB) number and contract number, when applicable. The specifications will include the statutory Worker's Compensation provision in the appropriate format. A draft copy of the plans and specifications should also be submitted with the original notification memo. The specifications will be reviewed and approved by the Purchasing Department, for compliance with the Purchasing Act, and by the Criminal District Attorney's Office prior to the user department submitting them to the printer for copies.

Purchasing should be provided a minimum of five (5) business days for review of the plans and specifications. During this time, Purchasing will confer with the user department to establish dates and times for a pre-bid conference (mandatory or nonmandatory), bid opening date, and

pre-construction conference. An RFB number or contract number will be assigned to the project at this time by the Purchasing Department, if not already assigned.

14.7 Bidding Notice

The Purchasing Department will publish the legal advertisement for bid, according to Texas Local Government Code 271.025, which must include the following:

(a) The governmental entity must advertise for bids. The advertisement for bids must include a notice that:

- (1) describes the work;*
- (2) states the location at which the bidding documents, plans, specifications, or other data may be examined by all bidders; and*
- (3) states the time and place for submitting bids and the time and place that bids will be opened.*

The legal notice must be published at least once a week for two (2) consecutive weeks in a newspaper of general circulation in Tarrant County, with the date of the first publication fourteen (14) days before the date set for the public bid opening.

14.8 Consideration Of Safety Records

Texas Local Government Code 271.0275 and 262.0275 states:

“In determining who is a responsible bidder, the governmental entity may take into account the safety record of the bidder, of the firm, corporation, partnership, or institution represented by the bidder, or of anyone acting for such a firm, corporation, partnership, or institution if:

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

The definition and criteria for determining the safety record of a bidder for this consideration shall be:

1. If the bidder in response to questions in the safety record questionnaire reveals more than two (2) cases in which final orders have been entered by the Occupational Safety and Health Review Commission (OSHRC) against the bidder for serious violations of OSHA regulations within the last three (3) years, the County may determine whether to disqualify the bidder.
2. If the bidder in response to the questions in the safety record questionnaire reveals more than one (1) case in which the bidder has received citations for violations of environmental protection laws or regulations within the past three (3) years, the County may determine whether to disqualify the bidder. Environmental protection agencies include the Environmental Protection Agency (EPA), Texas Natural Resource Conservation Commission (TNRCC)

and its past associated agencies, the Texas Water Commission, Texas Department of Health, Texas Control Board, and similar regulatory agencies of other states. Citations will include notice of violation, suspension/revocation of state or federal licenses or registrations, fines assessed pending criminal complaints, indictments or convictions, administrative orders, draft orders, final orders, and judicial final judgments.

3. If the bidder in response to the questions in the safety record questionnaire reveals that the bidder has been convicted of a criminal offense within the past ten (10) years that resulted in serious bodily harm or death, the County will determine whether to disqualify the bidder.

14.9 Cost Analysis Process

- Step 1: The Purchasing Department shall ensure the Independent Cost Estimate, completed prior to soliciting for the work, provides a breakdown of all cost components. If not, the Purchasing Department shall require that the User Department rework the Independent Cost Estimate to reflect a sufficient breakdown of all costs, including labor, material, administrative, overhead, and fee or profit.
- Step 2: If necessary, the Purchasing Department shall obtain a breakdown of the bidder's or offeror's proposed costs. If costs are not already broken down in the bid or proposal, the Purchasing Department shall request that a breakdown of costs is provided for each major category.
- Step 3: The Purchasing Department shall require the User Department to take the Independent Cost Estimate and the bid or proposal and perform Cost Analysis on each element.
- Step 4: The Cost Analysis shall be signed and dated by the person completing the analysis and knowledgeable on the procurement. All Cost Analysis documentation, including justification and backup documentation, must be included in the procurement file.
- Step 5: Based on the completed cost analysis, the User Department, in partnership with the Purchasing Department when necessary, shall determine whether proposed costs are fair and reasonable.
- Step 6: Results of the cost analysis shall be used as a basis for negotiation of profit as a separate element.
- Reminder: Profit must be negotiated as a separate element of price for each contract in which there is no price competition (e.g., Construction Change Order), and in all cases where cost analysis is performed (e.g. upon receipt of a cost proposal under a Request for Qualifications).

- The level of detail and complexity of the cost analysis should be commensurate with the dollar value and complexity of the contract. For example, in a construction Change Order proposal for \$70,000, where the changes to the specifications only result in added labor hours, and the wage rates are at the Davis-Bacon wages, the Cost Analysis may be limited to determining the reasonableness of the number of hours proposed. If, however, the Change Order proposal was for \$250,000 and included additional labor hours, added material, new subcontracts, and other items, a full Cost Analysis of each component should be conducted to determine that it is consistent with similar costs for the components or consistent with current market pricing and reasonable for the level of effort for the additional work being conducted.

14.10 Bonding Requirements

For construction or building improvement contracts or subcontracts exceeding the Simplified Acquisition Threshold, bond policy must adequately protect Federal interest. Tarrant County's bonding requirements are listed below, which comply with the minimum bonding requirements mandated by 2 C.F.R. 200.325. The bonding company used by a contractor to provide payment and bonds must be listed with the Department of the Treasury's Listing of Approved Sureties.

14.11 Bid Bonds

Bid bonds will not be required for construction contracts that are less than \$50,000.

For a construction project on bid price over \$50,000, the contractor may be requested to furnish, with the bid, a cashier's check or bidder's bond payable to Tarrant County in an amount of not less than five percent (5%) of the largest possible total of the bid submitted and is subject to forfeit in the event the successful bidder fails to execute the contract documents within ten (10) days after the contract has been awarded.

14.12 Power Of Attorney

The attorney-in-fact who signs bid or contract bonds must file with each bond a certified and current copy of the power of attorney.

14.13 Performance Bonds

For all contracts in excess of \$100,000 for the construction, repair, or alteration of a public work, or the prosecution of completion of any public work, the contractor, before commencing work, must execute a performance, bond that:

1. is payable to Tarrant County, Texas,
2. is in the full amount of the contract,
3. is executed upon faithful performance of the work in accordance with the plans, specifications, and contract documents,
4. is solely for the protection of the County,
5. is executed by a corporate surety or sureties in accordance with the Insurance Code, and
6. is in a form approved by the Commissioners Court.

Any performance bond that is furnished by a contractor in attempted compliance with the requirements of Texas Government Code Annotated, Ch. 2253, will be construed as in conformity with that chapter in relation to rights created, limitations on the bond, and remedies provided.

14.14 Payment Bonds

For all contracts in excess of \$25,000 for the construction, repair, or alteration of a public work, or the prosecution of completion of any public work, the contractor, before commencing work, must execute a payment bond that:

1. is solely for the protection of all claimants supplying labor and materials in the performance of work provided in the contract,
2. is payable to Tarrant County, Texas, for the use of these claimants,
3. is in the full amount of the contract,
4. is executed by a corporate surety or sureties in accordance with the Insurance Code, and
5. is in a form approved by the Commissioners Court.

Payment bonds must be effective from commencement of performance until the end of the fourth month after all items of work for the project are completed unless releases are obtained from all subcontractors and material men. Any payment bond that is furnished by a contractor in attempted compliance with the requirements of Texas Government Code, Ch. 2253, will be construed as in conformity with that chapter in relation to rights created, limitations on the bond, and remedies provided.

Section 262.032 of Texas Local Government code details bond requirements outside of Texas Government Code 2253.

In emergency cases, the Commissioners Court may delegate the authority for the acceptance of bonds, including performance and payment bonds, to the County Administrator for service and repairs under an annual contract already approved by the Commissioners Court. The Purchasing Agent and the requesting department will discuss each situation and determine if it meets the emergency criteria, which will require written approval by the County Administrator.

14.15 Examination Of Existing Premises:

It is understood and agreed that the contractor has by careful examination satisfied himself as to the nature and location of the work, the character and quality of the materials to be encountered, the character of equipment and facilities needed preliminary to and during the prosecution of the work, the general and local conditions, and all other matters which can in any way affect the work under this contract. No verbal agreement or conversation with any officer, agent, or employee of the County, either before or after the execution of this contract, shall affect or modify any of the terms or obligations herein contained. The bid shall be based only on the specifications, supplemented by the affecting conditions.

14.16 Insurance:

- A. The contractor shall take out, pay for, and maintain at all times during the prosecution of the work under the contract, the following forms of insurance, in carriers acceptable to and approved by Tarrant County:
1. Worker's Compensation – statutory.
 2. Employer's Liability - \$500,000.
 3. Comprehensive Commercial General Liability:
 - a) Bodily Injury/Personal Injury - \$1,000,000 per occurrence,
\$2,000,000 aggregate
 - b) Property damage - \$1,000,000 aggregate.
 4. Automobile Liability:
 - a) Bodily Injury - \$500,000 per accident or \$500,000 aggregate
 - b) Property damage - \$100,000 each occurrence.
 5. Contractual Liability – same limits as above.
- B. The County reserves the right to review the insurance requirements during the effective period of the contract and to require adjustment of insurance coverage and their limits when deemed necessary and prudent by the County based upon changes in statutory law, court decisions, or the claims history of the industry as well as the contractor.
- C. Required Insurance Provisions:
1. Proof of Carriage of Insurance – All certificates of insurance will be required in duplicate and filed with the Purchasing Agent and the Budget and Risk Management Department located at 100 East Weatherford Street, Suite 305 Fort Worth, Texas 76196.
 2. All certificates shall provide Tarrant County with an unconditional thirty (30) days written notice in case of cancellation or any major change.
 3. As to all applicable coverage, certificates shall name Tarrant County and its officers, employees, and elected representatives as an additional insured.
 4. All copies of certificates of insurance shall reference the project name and bid number for which the insurance is being supplied.
 5. The contractor agrees to waive subrogation against Tarrant County, its officers, employees, and elected representatives for injuries, including death, property damage, or any other loss to the extent it may be covered by the proceeds of insurance.
 6. The Contractor/Vendor is responsible for making sure any sub-contractor(s) performing work under this agreement has the required insurance coverage(s) and supplies Tarrant County with the proper documents verifying the coverage.

14.17 Indemnification

The Contractor agrees to fully indemnify and save whole and harmless the County of Tarrant from all costs or damages arising out of any real or asserted claim or cause of action against it of whatsoever kind or character and in addition, from any and all costs or damages arising out of any wrongs, injuries, demands or suits for damages, either real or asserted, claimed against it that may be occasioned by any act, omission, neglect or misconduct of the said Contractor, his agents, servants, and employees.

14.18 Pre-Bid Conference

The Purchasing Department will ensure that purchasing procedures are followed, as stated in Texas Local Government Code 262.0256, and the user department will provide technical information and ensure that technical standards are upheld. Purchasing will schedule the pre-bid conference and will assist in conducting the conference to the following extent:

1. Have all representatives sign the attendance roster.
2. Provide a brief introduction describing the project title, magnitude, and performance period.
3. Indicate whether there has been any addenda issued.
4. Discuss the role of Purchasing in the procurement and administration process.
5. Discuss Disadvantaged Business Enterprise (DBE) expectations or requirements as outlined in the appropriate section of the specifications.
6. Have the project engineer or architect discuss the specifics of the project to include a review of the plans and specifications, allowing for a question and answer session.
7. Determine any issues discussed that require the issuance of an addendum. All addenda will be issued by the Purchasing Department and will only be issued if there are at least seven (7) days between the date of the addendum and the specified opening date. Shorter time frames will automatically delay the bid opening date by at least one (1) full week. The user department will provide Purchasing with the technical documentation (i.e., changes/additions to the plans or specifications). Purchasing will be responsible for posting the addendum.

14.19 Mandatory Pre-Bid Conference

A mandatory pre-bid conference may be employed to ensure that vendors attend conference to become aware of important facts and enforce that only attendees be eligible for award, as stated in 262.027 (f), which states, *“Notwithstanding any other requirement of this section, the commissioners court may condition acceptance of a bid on compliance with a requirement for attendance at a mandatory pre-bid conference under Section 262.0256.”*

14.20 Receipt Of Competitive Bids

The following procedures will be adhered to when receiving bids:

1. All bids will be received by the Tarrant County Purchasing Department.
2. The eProcurement system will timestamp each proposal upon submission.
3. Bids will not be accepted after the opening time on the date of proposal opening.
4. Bids will store digitally in the eProcurement system and will remain unsealed until digitally opened on the advertised date and time by the Purchasing Department.

14.21 Public Bid Openings

Bids will be opened by the Purchasing Department and the preliminary tabulation will be publicly posted. Copies of preliminary bid tabulations may be downloaded from the eProcurement website. Note that preliminary bid tabulations are subject to change prior to award recommendation.

14.22 Bid Evaluations

The Purchasing Department will evaluate all bids, with assistance from the user department, and a joint recommendation will be made to the Commissioners Court. Purchasing will include an Email with permission from the Purchasing Agent or a signed memo from the user department stating bid acceptance and any other documentation as agenda backup material. The Purchasing Department will be responsible for placing the item on the agenda for the Commissioners Court.

Evaluation of bids will be based on the following factors:

1. the relative prices of the bids, including the cost of repair and the cost of delivery and hauling,
2. compliance of goods and services offered with the bid specifications, and
3. the responsibility of the vendor, including the vendor's safety record, if the Commissioners Court has adopted a definition of safety that is included in the bid, and the vendor's past performance.

When the lowest priced bid is not the best bid, clear justification for not selecting the lowest bidder must be documented to the Court. This recommendation will be support by clear and concise documentation from the user department that explains the rationale for awarding to other than the lowest bidder. A joint review of the bid by the user department and the Purchasing Department is required.

14.23 Contract Award

The Purchasing Department will recommend the contract award to the Commissioners Court in session. The Court shall, as defined in Texas Local Government Code 262.027(a):

1. Award the contract to the responsive and responsible bidder who submits the lowest and best bid, or
2. Reject all bids and publish a new legal notice.

If two (2) responsive and responsible bidders submit the lowest and best bid, the Purchasing Agent will determine the award recommendation in accordance with the Commissioners Court Order No. 60616, Procedure for Awarding Tie Bids, which is accomplished by a coin toss to decide the successful vendor for award as described in Texas Local Government Code 262.027(b).

If only one bid is received in response to a competitive procurement, Tarrant County must, upon request from the Federal awarding agency, make available for review the procurement documents, which may include Invitations for Bid documents or independent cost estimates.

As described in Texas Local Government Code 262.027(c), a contract may not be awarded to a bidder who is not the lowest responsive and responsible bidder meeting specifications unless, before the award, each lower bidder is given notice of the proposed award and is given an opportunity to appear before the Commissioners Court and present evidence to dispute that recommendation. After an award, the County Judge will sign the contract on behalf of the County, and the Purchasing Agent or designee will return the bid bonds of any contractor not awarded a contract.

After an award is made, a contract will be processed; originals or copies of the contract will be sent to all appropriate parties, whether for public works or nonpublic works contracts; and an original will remain on file in the Purchasing Department.

A Notice-of-Award (NOA) letter, which will be issued by the Purchasing Department, will accompany the contractor's copy of the contract. The NOA letter will include the requirements for submission of various documents by the contractor and the time period within which they must be received. For example, bid and performance bonds, along with the insurance certificate, must be submitted within ten (10) business days after receipt of the NOA letter. DBE documentation and a program schedule will be required at the pre-construction conference. The NOA will also state that Notice-to-Proceed will not be issued until such time as the required documents are submitted by the contractor within the specified time period.

14.24 Pre-Construction Conference

The Purchasing Department will be responsible for scheduling the Pre-construction Conference. The user department is responsible for all technical presentations, and the Purchasing Department is responsible for ensuring that all applicable purchasing procedures are followed. Purchasing will assist in conducting the conference to the following extent:

1. Have all attendees sign the attendance roster, introduce themselves, and briefly explain their involvement in the project.
2. Briefly discuss the contract requirements, amount, and any other pertinent information about the project. The user department representative will be

responsible for providing a thorough synopsis of contract requirements and any County policies that must be adhered to.

3. Establish dates for submission of all required documents, such as material submittals, payables, progress reports, etc.
4. If not previously provided, receive required documents from the contractor, i.e., performance bond, payment bond, insurance certificate, and the appropriate DBE documentation.
5. After receipt of the required documents, the timing of the Notice-to-Proceed will be determined by the user department. It is important to note that the Notice-to-Proceed will not be issued until all required bonds and insurance have been received and verified with the appropriate agency.
6. Ensure a complete understanding of all issues by all parties prior to the adjourning.

14.25 Contract Administration

The user department will be responsible for monitoring and documenting contractor performance/compliance and will provide Purchasing with copies of this documentation to keep the Purchasing Department apprised of all performance or compliance issues. Discussions that explain the interpretation of the specifications may be dealt with orally by the user department. If poor performance or noncompliance with the contract is experienced, the user department will be responsible to initiate written corrective action with the contractor. Purchasing will be provided an advance copy of any written correspondence directing correction of a discrepancy. The user department will solicit Purchasing to initiate corrective action, in consultation with the user department, when the user department cannot resolve any conflict through correspondence.

The occupant department must not provide any instructions or requests for changes directly to the contractor. The occupant department must provide all information necessary for the contractor to meet its needs, either through the user department responsible for constructing the facility or the Purchasing Department. Only the user department's project manager or the Purchasing Agent has the authority to give directions to the contractor.

The Purchasing Agent will take all steps related to correcting noncompliance with the contract but must consult with the Criminal District Attorney's Office before taking any steps toward suspension or termination of the contract unless an emergency, life safety, or property damage issues require immediate temporary work stoppage. Before any letters, notices, and other communications related to termination or suspension are issued, the contents of these must be reviewed by the Criminal District Attorney's Office, as the initial steps toward potential litigation.

Documentation of contractor performance is often overlooked and is, perhaps, one of the most important. To enforce contractual terms, documentation of specific noncompliance must be available. Specific dates, examples, etc., must be documented.

Contract administration duties shall include, but not be limited to, the following activities. Unless otherwise noted, the following are responsibilities of the Purchasing Department:

1. Schedule and assist in conducting the pre-construction conference.
2. Maintain a comprehensive, neat, and orderly contract file that includes all documentation relative to the procurement process and includes pre-solicitation, solicitation, contract award, post-award, and administration phases of the project.
3. The Purchasing Agent will present the contractor's performance bond and payment bond to the Commissioners Court for approval within thirty (30) days of award and before the Notice-to-Proceed.
4. The Purchasing Agent will be responsible for monitoring the continued insurance coverage and obtaining updated certificates on a timely basis.
5. Receive and review a copy of the contractor's program schedule, ensuring that it is submitted within the period as specified in the contract specifications.
6. Ensure contractor submittals are provided to the County as prescribed by the submittal schedule established during the pre-construction conference.
7. Receive and review copies of contractor payrolls to ensure payments made to contractor employees are in accordance with the prevailing wage rate classification by trade included in the contract.
8. Perform periodic site visits to the construction site to perform spot labor interviews to ensure contractor compliance with prevailing labor laws.
9. Periodically review copies of contractor invoices for accuracy. Invoices are to be verified against progress reports, when applicable, with any discrepancies being reported to the contractor and user department for resolution. The user department will provide Purchasing with a copy of the invoice immediately upon receipt from the contractor.
10. Correspondence: Discussions that merely explain the interpretation of specifications may be dealt with orally by the user department. All correspondence concerning major issues involving noncompliance, between the contractor and the County, should be directed to the Purchasing Department. This will ensure that Purchasing is aware of any directives being issued to the contractor or any potential problems that may occur about contract performance.

In emergency situations, correspondence regarding minor issues may be issued directly to the contractor by the user department. However, Purchasing should be provided with a copy immediately. It will be left to the professional judgment of the user department representative as to what constitutes an emergency and what is considered to be a minor issue. If it appears that the level of

noncompliance should result in a suspension or termination of the contract, the Purchasing Agent must seek the advice of the Criminal District Attorney's Office before sending a notice to show cause not to terminate or placing the contract on the agenda for the Commissioners Court to authorize termination.

11. Purchasing will be responsible for monitoring all insurance and bond certificates. Bid bonds will be provided with all bids over \$50,000 and will be maintained in the Purchasing Department safe. Bid bonds will be returned to all bidders within five (5) business days after contract award. Payment and performance bonds will be provided by the contractor within ten (10) business days after receipt of the Notice-of-Award letter. They should be reviewed by both the user department representative and Purchasing with the originals being maintained in the Purchasing Department safe. Copies can be provided to the user department upon request. Insurance certificates are to be provided by the contractor during the preconstruction conference. These certificates will be kept in the Purchasing Department main contract file.

14.26 Change Orders:

- A. The Purchasing Agent on the recommendation of the Facilities Management Director is responsible for all construction related projects and may approve change orders to construction contracts for the following reasons:

1. To allow for an additional service request in an amount less than \$50,000, subject to limitations stated in Texas Local Government Code, 271.060, if the Auditor and Budget Office verify that the funds are available for the change order and it does not change the scope of the contract.
2. To allow for a contract time extension if the change order does not change the scope of the contract.

Both 1 and 2 above will be submitted by the Facilities Management Department for receive and file.

- B. Any change orders that increase the cost or change the scope of the contract that are not related to 14.26.A must be approved by the Commissioners Court. The Facilities Management Department will submit the agenda request to the Commissioners Court for approval.
- C. Negotiations of change orders, particularly those that result in an increase in contract price or performance period, or change the scope of the project, will require that Purchasing be notified on a timely basis so the appropriate action can be taken. Purchasing shall always be provided with a copy of the proposed change order, with all available supporting documentation.
- D. No change order will be issued until it is determined that the necessary funds are budgeted and available, and the appropriate backup documentation has been reviewed.

- E. A record of any change order negotiations shall be made by the user department, with a copy sent to Purchasing.

14.27 Closeout Procedures

The Purchasing Department will ensure that all applicable warranty certificates are received and safeguarded throughout the warranty term. The Purchasing Department will provide copies of the warranty certificates to the appropriate departments.

Return of bonds will be administered by the Purchasing Department in cooperation with the user department to ensure that the contract is complete in all respects before these are returned.

15 Alternative Construction Delivery Methods For Public Works Projects

15.1 Purpose

Alternative procurement methods may be used in limited situations where the County can certify it is receiving a quantifiable advantage for not proceeding using the traditional procurement methods. To foster greater economy and efficiency, and in accordance with efforts to promote cost-effective use of shared services across the Federal Government, the federal regulations encourage non-federal entities to enter into state and local intergovernmental agreements or inter-entity agreements, where appropriate, for procurement or use of common or shared goods and services.

The goods and services obtained under alternate procurement methods, including interlocal or intergovernmental agreements, cooperative agreements, “piggyback” contracts, or Job Order Contracts (JOC), must have been procured in accordance with 2 C.F.R. 200. Tarrant County must retain a copy of the agreement with the third party in the procurement files, which must certify the type of procurement processes used. If a procurement was not completed in accordance with 2 C.F.R. 200, payments made under that contract are not eligible for federal reimbursement.

15.2 Methods

The County is authorized under Chapter 2269 of the Texas Government Code to use five (5) types of construction delivery methods for Public Works projects. These methods are:

1. Competitive Sealed Bids
2. Competitive Sealed Proposals
3. Construction Manager Agent
4. Construction Manager at Risk
5. Design-Build

All of these methods can be used for both architectural projects and civil works projects. It cannot be used for civil works projects such as roads, utilities, and drainage systems. There are two (2) separate sets of statutes for Design-Build Projects: one sets out the requirements for architectural design-build projects, and the other sets out the requirements for civil works projects.

The Design-Build requirements for civil works projects are described in Section 16.

15.3 General Procurement Matters

Each of the alternative construction delivery methods has its own procurement procedure prescribed by the applicable section of Chapter 2269, which are outlined below. Solicitation will be by request for bids, a request for proposals, or both as prescribed. Notice of the solicitation must be given in a newspaper of general circulation once each week for at least two (2) weeks prior to the deadline for submission of bids, qualifications, or proposals.

There are some general procurement requirements which must be considered before beginning a solicitation.

15.3.1 Selection of Delivery Method

If the County plans to use any method other than Competitive Sealed Bid, then sending out its notice for procurement, the Commissioners Court must make a finding that the contemplated method provides the “best value” to the entity for that project.

15.3.2 Delegation of Authority

The Commissioners Court may delegate the authority to choose the delivery method or to conduct the evaluations. If authority to conduct the evaluations is delegated to a person or committee then the solicitation document(s), or rule adopted by the Commissioners Court must describe the limits of the delegation and the identity of the person or persons to whom the delegation has been made.

15.3.3 Selection Criteria and Selection Method

Chapter 2269 provides that selection criteria may be used in selecting a contractor, or construction manager agent. The solicitation documents will set out the criteria to be used and assign a weight to each of the criteria. Selection criteria may include:

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

If the Competitive Sealed Bid process is used, these selection criteria can only be used to determine whether the contractor is a responsible bidder, because the award can only be made to the lowest responsible bidder.

If any other delivery method is used, the respondents will be graded based on the selection criteria set out in the solicitation, and the award will be made to the respondent who provides the “best value” to the County for the project. The award does not have to be made based on the lowest price. The Evaluation Committee will rank the respondents based on their scores on the selection criteria and will begin negotiations with the highest ranked respondent. If successful negotiations cannot be reached, the County has the right to cease negotiations and begin negotiations with the next highest ranked respondent, with Commissioners Court authorization.

15.4 Delivery Methods and Procurement Requirements

The following is a brief description of the delivery methods and the procurement requirements for each.

15.4.1 Competitive Bid (Design/Bid/Build) [Section 2269]

This method is similar to the traditional method of competitive bid.

1. The County selects an Architect or Engineer (“A/E”), as appropriate for the project to design and develop the plans and specifications (“Plans”).
2. The County issues a Request for Bids in which the County provides the Plans, the County’s estimated construction budget, the project scope and schedule, and other relevant information. The County may use selection criteria to determine whether the bidder is responsible.
3. Bids must be received and publicly opened by the County, the name of the bidders, and their bid pricing are read aloud.
4. The County selects the bidder who is the lowest responsible bidder.
5. Not later than the 7th day after the date the contract is awarded, the County will document the basis of its selection and the evaluations will be public.

15.4.2 Competitive Sealed Proposals

This method is similar to Competitive Bid method except proposals are used instead of bids, and the award can be made based on criteria other than pricing, and the County may negotiate a proposal with the highest ranked proposer.

1. The County selects the A/E to design the project and develop the Plans.
2. The Commissioners Court determines that this method provides the best value for the construction of the project.
3. The County requests sealed proposals based on the Plans, and the solicitation documents set out the Selection Criteria established by the County, the Estimated Construction Budget, Project Scope, Project Schedule, and other relevant factors.
4. The proposals are publicly opened by the County and then the names of the vendors and dollar amount of their proposals are read aloud.
5. Not later than forty-five (45) days after the date on which the proposals are opened, the County evaluates and ranks each proposal and makes its selection of “best value” based on the selection criteria and weighted ranking.
6. The County begins negotiation with the first ranked proposer, and if negotiations are not successful, terminates negotiations with that proposer and moves to the next-ranked proposer until a contract is selected or all proposers are rejected.

15.4.3 Construction Manager at Risk

In this method, the Construction Manager provides pre- construction services during the design of the project to help prevent constructability problems and to reduce costs and serve as the general contractor during construction. The contract will usually provide for a Guaranteed Maximum Price (“GMP”) for construction.

1. The County selects the A/E to design the project and prepare the Plans.
2. At the same time, or at any time thereafter, the County selects the Construction Manager at Risk (“CMR”) through either a one-step or two-step process. In the one-step process, the County uses a Request for Proposal (“RFP”); in the two- step process, the County first sends out a Request for Qualifications (“RFQ”), then selects candidates to receive the RFP.
3. Not later than the 45th day after the final proposals are opened, the County will evaluate and rank each contractor/firm and make its selection of “best value” based on the selection criteria and ranking.
4. The County begins negotiation with the highest ranked contractor/firm, and if negotiations are not successful, moves to the next highest ranked until a selection is made, or all proposers have been rejected.

15.4.4 Construction Manager as Agent

This is a method where the Construction Manager generally serves as a project manager and does not have any responsibility for construction. In fact, the Construction Manager Agent is prohibited from performing any of the construction work. If the County is acting as its own General Contractor, and enters into contracts with trade contractors, the CMA will administer the contracts and coordinate performance.

1. County selects A/E to design project and prepare Plans and contractor to perform construction using one of the other construction delivery methods.
2. County selects Construction Manager Agent (“CMA”) through an RFP on the basis of demonstrated competence and qualifications in the same manner as under the Professional Services Procurement Act.
3. The CMA serves as a consultant to the County, coordinates, and oversees work under the construction contract(s).
4. CMA must be required to provide professional liability or errors and omissions insurance in the amount of at least \$1 million for occurrence.

15.4.5 Design/Build for Architectural Projects

This is a method where the County contracts with a single entity to design and build the project.

1. County selects its own A/E to develop a design-criteria package for the project.
2. Selection of the design/build team, consisting of A/E and the contractor, is made in two phases. In Phase 1, County prepares an RFQ for a design/build team that includes general information on the project, selection criteria, project scope, budget, and the design-criteria package, and evaluates each respondent based on experience, competence, and other qualifications.
3. In Phase 2, the County selects five or fewer respondents to receive an RFP. The County will rank the teams and make its selection based on the selection criteria and ranking.
4. If County cannot negotiate a contract with the first ranked team, it moves down the rank until a design builder is selected or all respondents are rejected. The County must make the ranking public not later than the 7th day after the date the contract is awarded.
5. The design/build team designs the plans and constructs the project.
6. The team is responsible for all pre-construction and construction phase services described in their scope of work.

16 Design Build Procedures For Certain Civil Works Projects

The County is authorized to use the design-build construction method for the construction of certain civil works projects including roads, streets, bridges, utilities and storm drainage and flood control projects. The following requirements must be followed in procuring a design- builder for this type of project. (Provisions of the statute applicable to entities other than counties have been deleted.)

16.1 Sec. 2269.351. Definitions

In this subchapter:

- “Civil Works Projects” means:
 - Roads, streets, bridges, utilities, water supply projects, water plants, wastewater plants, water distribution and wastewater conveyance facilities, desalination projects, wharves, docks, airport runways and taxiways, storm drainage and flood control projects, or transit projects;
 - Types of projects or facilities related to those described by Paragraph (A) and associated with civil engineering construction; and
 - Building or structures that are incidental to projects or facilities that are described by Paragraphs (A) and (B) and that are primarily civil engineering construction projects.
- “Design-Build Firm” means a partnership, corporation, or other legal entity or team that includes an engineer and a construction contractor qualified to engage in civil works construction in Texas.
- “Design-Criteria Package” means a set of documents that:
 - Provides sufficient information to convey the intent, goals, criteria, and objectives of the civil works project; and
 - Permits a design-build firm to:
 - Assess the scope of work and the risk involved; and
 - Submit a proposal on the project.

16.2 Sec. 2269.352. Applicability

This subchapter applies to a governmental entity that:

- A. Has a population of more than 100,000 within the entity’s geographic boundary or service area.

16.3 Sec. 2269.353. Contracts For Civil Works Projects: Design-Build

- (1) A governmental entity may use the design-build method for the construction, rehabilitation, alteration, or repair of a civil works project. In using this method and in entering into a contract for the services of a design-build firm, the contracting governmental entity and the design-build firm shall follow the procedures provided by this subchapter.
- (2) A contract for a project under this subchapter may cover only a single integrated project. A governmental entity may not enter into a contract for aggregated projects at multiple locations. For purposes of this subsection:
 - A water treatment plant, including a desalination plant, that includes treatment facilities, well fields, and pipelines is a single integrated project.

- (3) A governmental entity shall use the following criteria as a minimum basis for determining the circumstances under which the design-build method is appropriate for a project:
 - The extent to which the entity can adequately define the project requirements;
 - (2) The time constraints for the delivery of the project;
 - (3) The ability to ensure that a competitive procurement can be held; and
 - (4) The capability of the entity to manage and oversee the project, including the availability of experienced personnel or outside consultants who are familiar with the design-build method of project delivery.

16.4 Sec. 2269-354. Limitation On Number Of Projects

- A governmental entity with a population of 500,000 or more within the entity's geographic boundary or service area may, under this subchapter, enter into contracts for not more than six (6) projects in any fiscal year;
- A governmental entity that has a population of 100,000 or more but not less than 500,000 may enter into contracts under this subchapter for not more than four (4) projects in any fiscal year.

16.5 Sec. 2269.355. Use Of Engineer

- The governmental entity shall select or designate an engineer who is independent of the design-build firm to act as its representative for the procurement process and for the duration of the work on the civil works project. The selected or designated engineer has full responsibility for complying with Chapter 1001, Occupations Code.
- If the engineer is not a full-time employee of the governmental entity, the governmental entity shall select the engineer on the basis of demonstrated competence and qualifications as provided by Section 2254.004.

16.6 Sec. 269.356. Use Of Other Professional Services

- The governmental entity shall provide or contract for, independently of the design-build firm, the following services as necessary for the acceptance of the civil works project by the entity:
 - Inspection Services;
 - Construction Materials Engineering and Testing; and
 - Verification Testing Services
- The governmental entity shall select the services for which it contracts under this section in accordance with Section 2254.004.

16.7 Sec. 2269.357. Request For Qualifications

- The governmental entity shall prepare a request for qualifications that includes:
 - Information on the civil works project site;
 - Project scope;
 - Project budget;
 - Project schedule;
 - Criteria for selection under Section 2269.359 and the weighting of the criteria; and
 - Other information that may assist potential design-build firms in submitting proposals for the project.

- The governmental entity shall also prepare a design criteria package as described by Section 2269.358.

16.8 Sec. 2269.358. Contents Of Design Criteria Package

- A design criteria package may include, as appropriate:
 - (1) Budget or cost estimates;
 - (2) Information on the site;
 - (3) Performance criteria;
 - (4) Special material requirements;
 - (5) Initial design calculations;
 - (6) Known requirements;
 - (7) Quality assurance and quality control requirements;
 - (8) The type, size, and location of structures; and
 - (9) Notice of any ordinances, rules, or goals adopted by the governmental entity relating to awarding contracts to historically underutilized businesses.

16.9 Sec. 2269.359. Evaluation Of Design-Build Firms

- (A) The governmental entity shall receive proposals and shall evaluate 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 request for qualifications, except that cost-related or price-related evaluation factors are not permitted at this stage.
- (B) Each offeror must:
 - (1) Select or designate each engineer that is a member of its team based on demonstrated competence and qualifications, in the manner provided by Section 2254.004; and
 - (2) Certify to the governmental entity that each selection or designation was based on demonstrated competence and qualifications, in the manner provided by Section 2254.004.
- (C) The governmental entity shall qualify offerors to submit additional information and if the entity chooses, to interview for final selection.

16.10 Sec. 2269.360. Selection Of Design-Build Firm

The governmental entity shall select a design-build firm using a combination of technical and cost proposals as provided by Section 2269.361.

16.11 Sec. 2269.361. Procedures for Combination of Technical and Cost Proposals.

- (A) A governmental entity shall request proposals from design-build firms identified under Section 2269.359(c). A firm must submit a proposal not later than the 180th day after the date the governmental entity makes a public request for the proposals from the selected firms. The request for proposals must include:
 - (1) A design criteria package;
 - (2) If the project site is identified, a geotechnical baseline report or other information that provides the design-build firm minimum geotechnical design parameters to submit a proposal;

- (3) Detailed instructions for preparing the technical proposal and the items to be included, including a description of the form and level of completeness of drawings expected;
- (4) The relative weighting of the technical and price proposals and the formula by which the proposals will be evaluated and ranked.
- (B) The technical proposal is a component of the proposal under this section.
- (C) Each proposal must include a sealed technical proposal and a separate sealed costs proposal.
- (D) The technical proposal must address:
 - (1) Project approach;
 - (2) Anticipated problems;
 - (3) Proposed solutions to anticipated problems;
 - (4) Ability to meet schedules;
 - (5) Conceptual engineering design; and
 - (6) Other information requested by the governmental entity.
- (E) The governmental entity shall first open, and score each responsive technical proposal submitted on the basis of the criteria described in the request for proposals and assign points on the basis of the weighting specified in the request for proposals. The governmental entity may reject as non-responsive any firm that makes a significant change to the composition of its firm as initially submitted. The governmental entity shall subsequently open, evaluate, and score the cost proposals from firms that submitted a responsive technical proposal and assign points on the basis of the weighting specified in the request for proposals. The governmental entity shall select the design-build firm in accordance with the formula provided in the request for proposals.

16.12 Identification Of Project Team

- (A) A governmental entity may require a design-build firm responding to a request for detailed proposals to identify companies that will:
 - (1) Fill key project roles, including project management, lead design firm, quality control management, and quality assurance management; and
 - (2) Serve as key task leaders for geotechnical, hydraulics and hydrology, structural, environmental, utility, and right-of-way issues.
- (B) If a design-build firm required to identify companies under Subsection (A) is selected for a design-build agreement, the firm may not make changes to the identified companies unless an identified company:
 - (1) Is no longer in business, is unable to fulfill its legal, financial, or business obligations, or can no longer meet the terms of the teaming agreement with the design-build firm;
 - (2) Voluntarily removes itself from the team;
 - (3) Fails to provide a sufficient number of qualified personnel to fulfill the duties identified during the proposal stage; or
 - (4) Fails to negotiate in good faith in a timely manner in accordance with provisions established in the teaming agreement proposed for the project.
- (C) If the design-build firm makes team changes in violation of Subsection (B), any cost savings resulting from the change accrue to the governmental entity and not to the design-build firm.

16.13 Sec. 2269.362. Negotiation

After selecting the highest ranked design-build firm under Section 2269.361, the governmental entity shall first attempt to negotiate a contract with the selected firm. If the governmental entity is unable to negotiate a satisfactory contract with the selected firm, the entity shall, formally and in writing, end all negotiations with that firm and proceed to negotiate with the next firm in the order of the selection ranking until a contract is reached or negotiated with all ranked firms end.

16.14 Sec. 2269.363. Assumption Of Risks

The governmental entity shall assume:

- (1) All risks and costs associated with:
 - (A) Scope changes and modifications, as requested by the governmental entity;
 - (B) Unknown or differing site conditions unless otherwise provided by the governmental entity in the request for proposals and final contract;
 - (C) Regulatory permitting, if the governmental entity is responsible for those risks and costs by law or contract; and
 - (D) Natural disasters and other force majeure events unless otherwise provided by the governmental entity in the request for proposals and final contract; and
- (2) All costs associated with property acquisition, excluding costs associated with acquiring a temporary easement or work area associated with staging or construction for the project.

16.15 Sec. 2269.364. Stipend Amount For Unsuccessful Offerors

- (A) Unless a stipend is paid under Subsection (C), the design-build firm retains all rights to the work product submitted in a proposal. The governmental entity may not release or disclose to any person, including the successful offeror, the work product contained in an unsuccessful proposal. The governmental entity shall return all copies of the proposal and other information submitted to an unsuccessful offeror. The governmental entity or its agents may not make use of any unique or non-ordinary design element, technique, method, or process contained in the unsuccessful proposal that was not also contained in the successful proposal at the time of the original submittal, unless the entity acquires a license from the unsuccessful offeror.
- (B) A violation of this section voids the contract for the project entered into by the governmental entity. The governmental entity is liable to any unsuccessful offeror, or any member of the design-build team or its assignee, for one-half of the cost savings associated with the unauthorized use of the work product of the unsuccessful offeror. Any interested party may bring an action for an injunction, declaratory relief, or damages for a violation of this section. A party who prevails in an action under this subsection is entitled to reasonable attorney's fees as approved by the court.
- (C) The governmental entity may offer an unsuccessful design-build firm that submits a response to the entity's request for additional information under Section 2269.361 a stipend for preliminary engineering costs associated with the development of the proposal. The stipend must be one-half of one percent of the contract amount and must be specified in the initial request for proposals. If the offer is accepted and paid, the governmental entity may make use of any work product contained in the proposal, including the techniques, methods, processes, and information

contained in the proposal. The use by the governmental entity of any design element contained in an unsuccessful proposal is at the sole risk and discretion of the entity and does not confer liability on the recipient of the stipend under this subsection.

- (D) Notwithstanding other law, including Chapter 552, work product contained in an unsuccessful proposal submitted and rejected under this subchapter is confidential and may not be released unless a stipend offer has been accepted and paid as provided by Subsection (C).

16.16 Sec. 2269.365. Completion Of Design

- (A) Following selection of a design-build firm under this subchapter, the firm's engineers shall submit all design elements for review and determination of scope compliance to the governmental entity before or concurrently with construction.
- (B) An appropriately licensed design professional shall sign and seal construction documents before the documents are released for construction.

16.17 Sec. 2269.366. Final Construction Documents

At the conclusion of construction, the design-build firm shall supply to the governmental entity a record set of construction documents for the project prepared as provided by Chapter 1001.

16.18 Sec. 2269.367. Performance Or Payment Bond

- (A) A performance or payment bond is not required for the portion of a design-build contract under this section that includes design services only.
- (B) If a fixed-contract amount or guaranteed maximum price has not been determined at the time a design-build contract is awarded, the penal sum of the performance and payment bond delivered to the governmental entity must each be in an amount equal to the construction budget, if commercially available and practical, as specified in the design criteria package.
- (C) If the governmental entity awards a design-build contract under Section 2269.362, the design-build firm shall deliver the bonds not later than the 10th day after the date the design-build firm executes the contract unless the design-build firm furnishes a bid-bond or other financial security acceptable to the governmental entity to ensure that the design-build firm will furnish the required performance and payment bonds before the commencement of construction.

17 Reverse Auction

17.1 Method

A Reverse Auction is a solicitation type where preregistered sellers competitively bid against each other by offering lower prices for goods or services during a timed live auction.

17.2 Legal Framework

This solicitation method is governed by Texas Local Government Code, Chapter 271, which outlines the legal authority and requirements for conducting Reverse Auctions by governmental entities and political subdivisions within the State of Texas.

17.3 Considerations

The Purchasing Agent will determine the suitability of using a Reverse Auction for specific procurements based on the nature of the goods or services, market conditions, and expected competition.

17.4 Permission

The solicitation will be published by the Purchasing Department in compliance with Texas Local Government Code 262.025.

A notice of the intended purchase must be published at least twice within a two week period by a newspaper of general circulation in the County, with the first day of publication occurring before the 14th day before the date of the bid opening.

17.5 Auction Process

4. Purchasing will prepare the necessary documentation, including specifications, terms, conditions, and the criteria for determining the successful bidder.
5. A notice will be published to inform potential bidders of the Reverse Auction. The notice will include all necessary information, such as how to register for the auction, access the bidding platform, and understand the rules governing the auction process.
6. Interested suppliers must register to participate in the reverse auction.
7. The Purchasing Department will verify the supplier's qualifications and ability to perform the contract.
8. A timeline for the auction, including the start and end times, will be established.
9. The Reverse Auction will be conducted online through a secure bidding platform.
10. Bidders will submit their bids electronically during the auction period. Bids must be lower than the previous bid to be considered.
11. The County may set a reserve price below which bids will not be accepted.
12. The County may specify minimum bid increments to control the pace of the auction.
13. The auction will continue until the designated end time, or until no further bids are received within the set bidding time frame.

17.6 Evaluation and Award

1. After the auction concludes, Purchasing will evaluate the bids to ensure compliance with the specifications and terms.
2. The contract will be awarded to the lowest responsive and responsible bidder who meets all the requirements as stipulated in the auction documentation.
3. The Purchasing Agent will recommend contract award to the Commissioners Court in session. The Court shall, as defined in Texas Local Government Code 262.027(a):
 1. Award the contract to the responsible bidder who submits the lowest and best bid, or
 2. Reject all bids and publish a new notice.

17.7 Documentation & Record Keeping Procedures

Detailed records of the auction, including all bids submitted, will be maintained as part of the procurement file in accordance with record retention policies.

18 Sheriff's Office Procedure For Purchase Of Goods, Materials, And Supplies With State And Federal Forfeiture Funds

18.1 Considerations

The Criminal District Attorney's Office has considered the issue of purchases made with State and Federal forfeiture funds, as well as purchases from commissary funds. In light of the County Purchasing Act, the Criminal District Attorney's Office feels that the County and its officers such as the Sheriff, the Purchasing Agent, and the Auditor would be well advised to follow the procedures set forth below for the purchase of goods, materials, and supplies. Issues of contracting authority or contracts are beyond the scope of [the Criminal District Attorney's Office's findings, except to the extent that purchase of tangible property alone implicates competitive bidding procedures.

18.2 Procedures For Forfeiture Fund Purchases

1. The first step in any purchase of goods, materials, and supplies should be the establishment of a budget line item from whose funds the item shall be purchased. For general funds, such a line item is created when a department's annual budget is passed by Commissioners Court or when the Court later amends the annual budget.

When the Sheriff's Office¹ desires to make a purchase from State forfeiture funds, it should first identify a forfeiture fund line item (in its initial requisition) from which the funds may be deducted. If there is no appropriate line item available to make the desired purchase at the estimated price, the Sheriff's Office should request the Commissioners Court to create the appropriate line item in an amount sufficient to cover the anticipated expense of the contemplated purchase. Under Art. 59.06 (d) of the Texas Code of Criminal Procedure, the Commissioners Court will have a ministerial duty to approve this budget amendment.

Federal forfeiture funds are not legally required to be administered as part of the County budget. If it wishes to purchase items with these funds, the Sheriff's Office need only notify the Commissioners Court through a memo to the County Administrator that it wishes to spend x (estimated amount of federal forfeiture funds) for y (goods, materials, or supplies it wishes to purchase with the money).²

¹ Assuming that the Sheriff's Office is the entity spending forfeiture funds, these same procedures should also be followed whenever any other County law enforcement agency is spending forfeiture funds.

² There is no legal authority for this notification requirement; however, it is suggested for accounting and pragmatic purposes in order to keep procedures for purchase relatively uniform regardless of the specific source of the public funds being expended in a given instance.

2. The second step involves the Sheriff's Office sending a requisition for the desired item(s) to the County Purchasing Agent. When the Sheriff's Office intends to pay with forfeiture funds, it should so inform the Purchasing Agent, specifying which kind of forfeiture funds it intends to use for payment and an appropriate budget line item for purchases with State forfeiture funds. The requisition shall also contain any other information the Sheriff's Office wishes the Purchasing Agent to have, such as a particular vendor who may be selling the product.
3. The Purchasing Agent should then make the purchase according to the specifications provided by the Sheriff's Office, which has the sole discretion to set specifications for items to be purchased with forfeiture funds within the parameters of applicable law. The Purchasing Agent has the discretion to seek the best price, to buy from the vendor of his choice so long as the specifications are met, and to competitively bid the purchase even if the law doesn't require it in a particular case.³ (In any case, it will be the Purchasing Agent who will determine if competitive bidding will be employed.) If competitive bidding is utilized, standard procedures should be used: viz. The Commissioners Court should provide permission to seek competitive bids, and, after bids are received, they should award the contract to the "lowest and best" bidder. The Court's duty to facilitate the purchase by granting permission to seek bids and by choosing the "lowest and best" bidder is *ministerial*; however, the decision of which vendor to select is *discretionary*. The "purchase" is made, and the amount of purchase definitely ascertained, when the *purchase order* is issued (if competitive bid procedures are not being used) or when the *contract is awarded by the Commissioners Court* (if competitive bidding is employed).
4. When the items are received from the vendor, the Sheriff's Office shall verify that the items received match the Sheriff's Office's requisition and the Purchasing Agent's purchase order. If so, it should so notify the Purchasing Agent.
5. Finally, upon completion of step 4, the Auditor shall issue the warrant from the proper forfeiture funds.

³ Whenever competitive bidding procedures are employed, the Commissioners Court should award the contract to the lowest and best bidder. Based on the rationale of Attorney General Opinion DM-246 (1993), the Commissioners Court would be prohibited from rejecting all bids for the purpose of thwarting the purchase, since the determination of what kind of goods are to be purchased with the money belongs to the Sheriff alone. The Commissioners Court's duty to facilitate the purchase, according to this opinion, is "ministerial".

19 Sheriff's Office Interim Procedure for Purchases Of Goods, Materials, And Supplies With Commissary Funds

19.1 Considerations

The procedures for spending commissary funds should be very similar to the procedures set forth in the previous section.

19.2 Procedures For Commissary Fund Purchases

1. The step involves the Sheriff's Office sending a requisition for the desired item(s) to the County Purchasing Agent. When the Sheriff's Office intends to pay with commissary funds, it should so inform the Purchasing Agent.
2. Again, the Purchasing Agent should then make the purchase according to the specifications provided by the Sheriff's Office, which has the sole discretion to set specifications for items to be purchased with commissary funds within the parameters of applicable law. The Purchasing Agent has the discretion to seek the best price, to buy from the vendor of his choice so long as the specifications are met, and to competitively bid the purchase even if the law doesn't require it in a particular case.⁴ (In any case, it will be the Purchasing Agent who will determine if competitive bidding will be employed.) If competitive bidding is utilized, standard procedures should be used: *viz.* The Commissioners Court should provide permission to seek competitive bids, and, after bids are received, they should select the "lowest and best" bidder. The Court's duty to facilitate the purchase by granting permission to seek bids and by choosing the "lowest and best" bidder is **ministerial**; however, the decision of which vendor to select is **discretionary**. The "purchase" is made, and the amount of purchase definitely ascertained, when the *purchase order* is issued (if competitive bid procedures are not being used) or when the *vendor is selected by the Commissioners Court* (if competitive bidding is employed).
3. When the items are received from the vendor, the Sheriff's Office shall verify that the items received match the Sheriff's Offices requisition and the Purchasing Agent's purchase order. If so, it should so notify the Purchasing Agent.
4. Finally, upon completion of step 3, the Auditor shall issue the warrant from the commissary funds in escrow.

⁴ Whenever competitive bidding procedures are employed, the Commissioners Court should select the lowest and best bidder. Based on the rationale of Attorney General Opinion DM-246 (1993), the Commissioners Court would be prohibited from rejecting all bids for the purpose of thwarting the purchase, since the determination of what kind of goods are to be purchased with the money belongs to the Sheriff alone. The Commissioners Court's duty to facilitate the purchase, according to this opinion, is "ministerial".

20 Procedures For Purchase Of Parts And Services For Central Garage

20.1 Considerations

The Central Garage has a need to reduce the downtime of County vehicles in need of repairs and service. Previously, it was not uncommon for a vehicle to sit four (4) to five (5) hours or more pending receipt of parts while the requisition was being submitted and approved by the Auditor, and the Purchase Order issued.

20.2 Goal

These procedures:

1. allow the Central Garage to have a Purchase Order number at all times for automotive items under annual contract;
2. provide audit trails; and
3. eliminate the necessity and urgency for the Central Garage to submit requisitions, the Auditor's Office to approve the requisitions, and the Purchasing Department to issue the purchase orders.

20.3 Procedures Overview

At the end of each month, the Central Garage is to submit a requisition for each vendor for automotive parts purchases for the upcoming month as needed. The purchase order is to be issued prior to the first of the month in which it is to be used. When the Central Garage has a parts requirement, they will have an existing purchase order number and will be able to order the parts. Each time parts are ordered the Central Garage is to submit a requisition that supplements that month's purchase order. The receiving reports are to be entered and the invoices paid. This procedure reduces vehicle downtime by half, but still maintains audit trails.

The purchase of tires is to continue to be on a separate purchase order.

Items not covered on listed bids are to be submitted on separate requisitions and processed in the usual manner.

Two (2) verbal or written quotes from dealerships for OEM auto parts are required.

21 Exemptions To The Competitive Bid Process

21.1 Purchasing Act

Many goods and services can be exempt from the competitive bid process if the Commissioners Court orders the purchase exempt. Discretionary Exemptions, Section 262.024(a) of the Texas Local Government Code lists in detail all the circumstances when exemptions are available for purchases made from current funds, bond funds, or through warrants. The following is a comprehensive list of these circumstances:

1. an item that must be purchased in a case of public calamity if it is necessary to make the purchase promptly to relieve the necessity of the citizens or to preserve the property of the county,
2. an item necessary to preserve or protect the public health or safety of the residents of the county,
3. an item necessary because of unforeseen damage to public property,
4. a personal or professional service,
5. any individual work performed and paid for by the day, as the work progresses, provided that no individual is compensated under this subsection for more than 20 working days in any three-month period,
6. any land or right-of-way,
7. an item that can be obtained from only one source, including:
 - a) items for which competition is precluded because of the existence of patents, copyrights, secret processes, or monopolies,
 - b) films, manuscripts, or books,
 - c) electric power, gas, water, and other utility services, and
 - d) captive replacement parts or components for equipment,
8. an item of food,
9. personal property sold:
 - a) at an auction by a state licensed auctioneer,
 - b) at a going out of business sale held in compliance with Subchapter F, Chapter 17, Business & Commerce Code, or
 - c) by a political subdivision of this state, a state agency of this state, or an entity of the federal government,
10. any work performed under a contract for community and economic development made by a county under Section 381.004, or
11. vehicle and equipment repairs.

21.2 Purchase at Auction

Section 262.024(a) of the Texas Local Government Code, Exemption 9(A), as mentioned in the previous paragraph, addresses the sale of personal property sold at auction by a State-licensed auctioneer.

The opportunity exists for potential savings to be realized by the County and Precincts if certain used cars, trucks, road and construction equipment are purchased at auction by the Purchasing Agent as allowed by law.

21.3 Policy

All purchases at auction will be made by the Purchasing Agent after authorization from the departments or precincts to participate in this type of procurement process.

Before such equipment is procured, determinations are to be made as to the appropriate sale value, whether the equipment has been maintained properly, the probable useful service life remaining, and whether significant cost savings could result.

21.4 Procedure

Written or verbal notification must be submitted to the Purchasing Agent before attendance at auction will occur. Used equipment to be purchased as requested by certain departments or precincts must have previous budget approval for each expenditure.

21.5 Certificate Of Obligation Act

Sections 262.023 and Chapter 271 Subchapter C of the Texas Local Government Code lists all the circumstances when exemptions are available for purchases made out of the certificate of obligation funds. The following is a list of these circumstances:

1. All of the circumstances that may be exempted under the Purchasing Act.
2. The sale of public security in compliance with Chapter 271 Subchapter C, or; a contract for which advertising was done in compliance with Chapter 271, Subchapter C, of the Texas Local Government Code

21.6 Policy

Exemption orders must be processed through the Purchasing Department. In all cases except the acquisition of interests in land for County roads, bridges, parks, and all purchases of real property, the Purchasing Agent will request the exemption order from the Commissioners Court.

21.6.1 Procedure

A memo must be submitted to the Purchasing Agent requesting an exemption to the competitive bid process. The memo must state specific details and an explanation of why an exemption from the competitive bid process should be requested and granted. All departments requesting exemptions should include a copy of the contract, if available, the name of the contractor, the goods and services covered by the order, maximum cost, and other relevant information.

21.7 Emergency

Sections 262.024(a)(1-3) of Texas Local Government Code allows for Emergency purchases. Emergency means circumstances where an immediate response is required to provide for the safety of persons or property but does not include any situation that results in the County Judge declaring a local state of disaster in compliance with the Tarrant County Policies, and Procedures.

Emergency purchases that exceed \$50,000 require a Court Order granted by the Commissioners Court before a purchase order can be issued.

21.8 Professional Or Personal Service

Please refer to Section 13 of this manual regarding this type of purchase.

21.9 Sole Source

Texas Local Government Code 262.024 (7) describes eligibility of sole source goods and services. Sole source goods or services require a statement from the vendor as to the existence of only one (1) source and specifically noting which type of listed sole source good or service is being purchased. The statement will be submitted for acceptance by the Commissioners Court and must be reflected on the agenda of the meeting of the Commissioners Court. The code states:

- “...an item that can be obtained from only one source, including:*
- (A) items for which competition is precluded because of the existence of patents, copyrights, secret processes, or monopolies,*
 - (B) films, manuscripts, or books,*
 - (C) electric power, gas, water, and other utility services, and*
 - (D) captive replacement parts or components for equipment;”*

21.10 Food

The Commissioners Court orders, through Court Order 96717, that the purchase of certain food items for correctional facilities of Tarrant County is exempt from the competitive bidding requirements of the Purchasing Act, Section 262.024(d), if the following procedures are followed in making the purchases:

1. Bimonthly Purchases: Fresh Meats & Commodities (flour, rice, etc.) and Groceries (frozen foods, canned foods, staples).
 - a) Specifications will be prepared by the Purchasing Department, with assistance from the using department.
 - b) The buyer shall select local suppliers from the current Tarrant County Purchasing Department database of vendors.
 - c) A Request for Quotation will be forwarded to a list of qualified suppliers allowing a minimum of ten (10) calendar days for the vendor's response.
 - d) The lowest and best quotation will be determined based either on the overall low quotation or on the line item low quotation, whichever is more advantageous to the County. In determining responsible bidder and lowest and best quotation, the buyer will consider the relative price of the quotations; compliance of the products with the specifications; and responsibility of the vendor, including vendor's financial and practical ability to perform and past performance, especially in relation to timeliness of delivery and quality of the product. If after award a vendor does not provide the volume or quality of food or the timeliness

of delivery required by the specifications, the buyer may purchase urgently needed replacement foods from the next lowest vendor.

2. Weekly Purchases: Fresh Produce and Fresh Eggs.

- a) Fresh produce and eggs will be purchased from local “wholesale” produce markets on a weekly basis. The vendors are required to provide delivery of these items directly to the Juvenile Services Department approximately two (2) to three (3) times each week.
- b) The Juvenile Services Assistant Director will contact the vendor each week with a list of their weekly requirements.
- c) Prices will be checked periodically in order to maintain checks and balances of the wholesale prices.

3. Semi Annual Purchases: Dairy Requirements, Fresh Milk.

The same bidding procedures as required in Item 1 above (Fresh Meats, Commodities and Groceries) will apply.

4. Semi Annual Purchases: Bakery Items, Fresh Bread.

The same bidding procedures as required in Item 1 above (Fresh Meats & Commodities and Groceries) will apply.

21.11 Lease of Real Property

The Facilities Management Department must review some leases for real property before it is presented to the Commissioners Court. Facilities Management must ensure that the lease is consistent with the County Space Plan. The search for space must be done in a manner that protects the best interests of the County through comparison or competition so that any real estate opportunities that are appropriate and available have been discovered and considered. After review of all available property and space considerations, comparisons will be made in regard to location, accessibility, lease prices, parking, renovation requirements, lease terms, etc. A lease contract will then be prepared and approved by the Criminal District Attorney’s Office before being placed on the Commissioners Court agenda for approval. The Facilities Management Department will handle the administration of all lease agreements. Lease administration, if there are noncompliance issues, will be handled by Facilities with the advice of the Criminal District Attorney’s Office.

22 Renewal Of Leases And Equipment Maintenance Contracts

22.1 Statute

The renewal or extension of a lease or of an equipment maintenance agreement is exempt from the requirement established by Section 262.023 if the Commissioners Court grants the exemption, according to 262.024 (b) AND IF:

1. the lease or agreement has gone through the competitive bidding procedure within the preceding year,
2. the renewal or extension does not exceed one (1) year, and
3. the renewal or extension is the first renewal or extension of the lease or agreement.

22.2 Policy

The purchase of all equipment leases, renewal or extension orders, and maintenance agreements will be handled through the Purchasing Department. Any negotiations with bidders will be supervised by the Purchasing Department. Purchasing will maintain the original documents and send the user department a copy when requested.

The Purchasing Agent is authorized to execute any contracts for equipment leases and maintenance contracts that are procured in compliance with the Purchasing Act and if cost does not exceed \$50,000. A contract requiring a signature or exceeding \$50,000 must be approved by the Commissioners Court.

22.2.1 Procedures

The user department will enter a requisition, identifying the purchase as either a lease or a maintenance agreement.

Invoice copies referenced in the requisition, if retained by the user department, should be sent to Audit immediately. The requisition must always include the serial number, model number, and physical location of the equipment. The beginning and ending dates of coverage must also be specified.

If a renewal, the original contract number must be identified in the requisition.

If the request is for a sole source lease or maintenance agreement, the user department must follow up the requisition with a memo justifying why it is a sole source purchase as stated in Texas Local Government Code 262.024(c)

The user department and Purchasing will work closely together to determine the appropriateness of a maintenance contract versus in-house repairs. Departments should coordinate their efforts to ensure that the maintenance contract sought is appropriate.

Facilities Management should always be contacted before any new equipment is acquired, so they can determine if there are adequate space and other facilities resources for the proper operation of the equipment.

NOTE: An often-overlooked cost of equipment or software is ongoing maintenance. All ongoing maintenance issues should be considered, evaluated, and priced in the initial procurement process.

23 Receipt Of Goods And Services

23.1 Policy

Departments should notify the Purchasing Department if goods are not received by the due date or if damaged freight is delivered.

23.2 Order Verification

Employees receiving shipments must pay particular attention to the delivery ticket and be sure it matches the Tarrant County purchase order. The individual receiving the goods must verify that all goods were received as stated on the delivery ticket and sign **IN HIS OR HER OWN NAME—A FULL SIGNATURE IN INK**—and write the **PURCHASE ORDER NUMBER** on all of the appropriate documentation, particularly the County copy.

23.3 Damaged Freight

When a shipment arrives, the user department must inspect the condition of all cartons. If freight is undamaged, the department receiving the shipment should sign the freight bill.

If the freight is visibly damaged, the receiving department must instruct the freight line driver to:

1. Note the damage on the freight bill; and then
2. Sign the freight bill.

If there is concealed damage, save the shipping cartons so the Purchasing Department can notify the vendor and send an “inspection and report of concealed damage”. Any receiving report processed should always mention all damaged merchandise.

All boxes and packing materials should be kept in the event of visibly damaged or concealed damaged freight shipments.

Damaged freight must be reported to the vendor within 24 hours.

All goods not received properly or not in compliance with the contract should be documented and reported to the Purchasing Department as soon as possible so that the vendor can be notified and instructed to take corrective action.

Damaged goods should not be returned to the freight line or to the vendor unless specifically requested to do so, and then only if a claim has been filed or authorization has been given by the vendor—including a **RETURN NUMBER**—or by the Purchasing Department.

23.4 Documentation

All receiving documentation should be maintained by the user department for their records. It is the policy of Tarrant County to have all vendor invoices sent directly to Accounts Payable, 100 E. Weatherford, Suite 506, Fort Worth TX 76196-0103 or <mailto:SAP-invoices@tarrantcountytx.gov>.

Any warranty information should be copied to the Purchasing Department.

THE USER DEPARTMENT MUST ACKNOWLEDGE RECEIPT AND ACCEPTANCE OF DELIVERED GOODS IMMEDIATELY BY ENTERING A GOODS RECEIPT TRANSACTION IN SAP. For SAP instructions, refer to the Tarrant County Training Materials Section of ESS (TRAINING >> SAP TRAINING DOCUMENTS).

23.5 Goods Vs. Service Purchase Orders

The purpose of this Policy is to clarify whether a purchase order should be a *Goods* or *Service* PO. This is only a guide. Buyers issuing the PO shall have the flexibility to determine whether the PO should be a *Goods* or *Service* PO, based on these guidelines or other circumstances. Guidelines for determining which type of requisition to enter for specific purchasing situations can be found on the SAP Training Materials website.

23.6 Goods PO

A *Goods* PO can be described as a purchase order issued for the procurement of “tangible materials”. Some examples are vehicle parts and office supplies. A *Goods* PO requires a line for each item on the Purchase Order. The Purchase Order and Invoice must match item for item. Upon receipt of each item, the department will be required to enter a SAP Goods Receipt (GR) in order for the invoice to be paid.

23.7 Service PO

A *Service* PO can be described as a purchase order issued for the procurement of “non-tangible materials”. A *Standard Service* PO normally contains charges for labor, repairs (including materials), or other services performed by a vendor. Examples of these services are installation charges, cleaning charges, rentals, maintenance, subscriptions, armored car services, janitorial services, etc. In addition to *Standard Service* POs *Blanket Order Service* POs include items that cannot be received as a whole unit, such as road materials and fuel services. A *Blanket Order Service* PO is issued as one (1) Activity Unit (AU) that covers the entire invoice. *Standard Service* POs require a receiver called a Service Entry Sheet (SES), whereas for *Blanket Order Service* POs do not require any receiver by the department. Invoices must be signed by the department acknowledging receipt of all parts, service, and labor listed on the PO.

The exceptions to the above are purchases made under the Mechanical/Electrical/Plumbing (MEP) contracts, which are to be handled as follows:

Prior to performing any routine service(s) at a Tarrant County facility, the vendor’s representative is responsible for first obtaining a formal purchase order number from that particular facility’s building engineer or supervisor (through the Purchasing Department). In such cases where routine parts and service/labor have already been received complete, then a *Service* purchase order should be issued to cover the Invoice charges.

In the case of emergency service(s)—other than routine service(s), as defined by the Facilities Management Department—the vendor may perform that service, under the direction of the Facilities Management Department. Then, the vendor must submit a service ticket to the building engineer that will be used to prepare a formal Purchase Requisition; and, in turn, a formal purchase order number will be generated. The vendor must then list this Purchase Order Number on all

subsequent original invoices requesting payment. However, if such services are performed under an MEP Annual Contract, then a *Goods* purchase order may be issued to cover the invoice charge. The services, including delivered item/part and services, are to be received in SAP by the County Department in the usual manner (quantity = 1 AU). For SAP instructions, refer to the Tarrant County Training Materials Section of ESS (TRAINING >> SAP TRAINING DOCUMENTS).

24 Procurement Card Procedures

24.1 Purpose

Tarrant County Commissions Court, being the policy development and budgetary control unit of county government, has approved a policy to govern the use and define the limits of County-issued Procurement Cards provided to certain personnel. The primary purpose of the program is to provide immediate access for goods or services in work stoppage situations for official business purposes of the County. In addition, other purchases may be considered with the prior written authorization of the Coordinator in non-urgent situations. Only work stoppage purchases and the following list of exceptions DO NOT require prior authorization from the Coordinator for use of the procurement card:

1. Association and Membership Dues (requires Deduction Reimbursement form with receipt)
2. Conferences, Seminars, Training
3. Food and Catering
4. Extradition and Human Trafficking Investigations
5. Licenses (not software) and Permits
6. Postage
7. Sponsorships
8. Subscriptions (newspapers and magazines)
9. Travel Expenses (hotel and airfare)
10. Vehicle registration

NOTE: Approval to use the procurement card as a payment type is a distinct and separate approval from the actual expense. Expenditures are not approved by the Coordinator.

In accordance with Texas Local Government Code §262.0115(d),

“Under the supervision of the commissioners court, the purchasing agent shall carry out the functions prescribed by law for a purchasing agent under Section 262.011 and for any administrative function of the county auditor in regard to county purchases and contracts and shall administer the procedures prescribed by law for notice and public bidding for county purchases and contracts.”

and §262.011(o),

“The county purchasing agent shall adopt the rules and procedures necessary to implement the agent's duties under this section subject to approval by the commissioners court. Notwithstanding Subsection (f) or other law, rules and procedures adopted under this subsection may include rules and procedures for persons to use county purchasing cards to pay for county purchases under the direction and supervision of the county purchasing agent. Procedures for use of purchasing cards may not avoid the competitive bidding requirements of this chapter or other requirements of county financial law.”

The Purchasing Card should not be used to circumvent any state or county laws, rules, regulations, policies, or procedures.

24.2 Forms Attached

1. "U.S. Commercial Card Application Form"
2. "Employee Agreement"
3. "Purchasing Log"

24.3 Definitions

Vendor: A company from which a Cardholder is purchasing materials and/or equipment or services under the provisions of this procedure.

Cardholder: Personnel who have been issued Procurement Cards and who are authorized to make purchases in accordance with these procedures.

Department Head/Elected Official/designee: This individual must review and approve Cardholder's monthly Statement of Account(s) and the required documentation. Approval indicates that transactions were authorized and were made in accordance with the applicable policies and procedures. Each Department Head/Elected Official may designate one or more Department Reviewers or Approvers for their Cardholder. A list of designees **must** be provided to Audit.

Coordinator: The County Purchasing Agent is responsible for all program details, including all Cardholder inquiries.

Employee Agreement: The Cardholder, Department Head/Elected Official understand this policy and the responsibilities of the Cardholder.

Point of Sale: A retail, supply house, or similar location that the Cardholder may make a purchase over the counter and leave with the goods or receive the service immediately.

Procurement Card: A credit card but used in a business environment with limits on Cardholder usage.

Purchasing Log: Monthly listing or log of each Procurement Card transaction and other prescribed information that is formulated by the Cardholder and submitted with the monthly Statement of Account and other documentation.

Receipt: A document to verify the transactions and amounts shown on the monthly Statement of Account.

Statement of Account: A monthly listing of all transactions by the Cardholder, issued by the bank directly to the Cardholder and the coordinator.

Single Purchase Limit: A dollar amount limitation of purchasing authority delegated to a Cardholder. This dollar limit has been established by the Commissioners Court.

24.4 Procedures

24.4.1 Introduction

1. A Procurement Card can dramatically shorten processing time necessary in the traditional requisition process. This program is being established to provide

immediate access to goods and services while preventing costly delays. Those who have been issued Procurement Cards may initiate a transaction within the limits of this procedure and receive goods or services. Therefore, the Procurement Card cannot be a substitute for all other purchasing options and defined controls for expenditures of public assets must be maintained by each Cardholder.

Purchases related to the meetings and travel must comply with the County's Travel and Meetings Policy.

24.4.2 Receiving a Procurement Card

2. Only Department Heads/Elected Officials may propose personnel to be Cardholders by sending a signed memo to the Coordinator. Cards are not recommended for elected officials for protection of information.
3. The Coordinator designates the number of cards per department. A Purchasing Card request will be either approved or denied by the Commissioners Court.
4. The Coordinator may request an addition or deletion of personnel having the use of these cards in the event of an emergency.
5. Either the Coordinator or the Auditor may retrieve and destroy cards as required to protect the County's interests.
6. The proposed Cardholder and the requesting Department Head/Elected Official will be issued a copy of this procedure and will be required to sign an Employee Agreement. The Employee Agreement indicates that the Cardholder and the Department Head/Elected Official understand the procedures and the responsibilities of a Cardholder.
7. The Coordinator must maintain all records of Procurement Card requests, spend limits, Cardholder transfers, and any lost, stolen, or destroyed card information. A Procurement Card may be revoked by the Coordinator if this policy is violated.

24.4.3 Authorized Procurement Card Use

1. The Procurement Card that the Cardholder receives has his or her name embossed on it and must be used **ONLY** by the Cardholder. **NO OTHER PERSON IS AUTHORIZED TO USE THE CARD WITHOUT THE CARDHOLDER'S PRIOR KNOWLEDGE.** The Cardholder may make transactions on behalf of others in their department to prevent a costly delay. However, the Cardholder is responsible for all use of his or her card.
2. Either the Coordinator or the Auditor will report cards lost, stolen, or used without the permission of the County to the applicable party.
3. All purchases are contemplated to occur within the United States and not in any foreign country. Use in a foreign country must have prior authorization from the Coordinator or Commissioners Court.
4. Use of the Procurement Card must be limited to the following conditions:
 - a) The total value of a transaction must not exceed the approved monthly total spend limit or card limit unless authorized by the Coordinator. If

extenuating circumstances were to occur, the Coordinator or Auditor should be consulted immediately for guidance. Exceptions to the monetary limits and commodity restrictions will be determined by the Coordinator. Periodically, Cardholders' spending will be subjected to limit reviews, and card limits may be adjusted as appropriate.

- b) All items purchased must be available immediately at the time of Procurement Card use, with no back ordering allowed.
- c) Payment for a purchase **CANNOT** be split into multiple transactions to stay within the Single Purchase Limit or the monthly card limit unless authorized by the Coordinator.
- d) All travel related expenses must comply with the County's Travel and Meetings Policy. Any cancellations should be done as soon as possible to avoid and fees or charges. The Cardholder may use the card for a non-Cardholder employee, but the Cardholder is responsible for obtaining documentation of charges as prescribed by this policy.
- e) The Cardholder must inform the Vendor that goods and services are tax exempt. Purchasing can provide sales tax exempt form.
- f) The Cardholder will maintain a Purchasing Log that provides a summary of all Procurement Card transactions.

24.4.4 Unauthorized Procurement Card Use

1. The Procurement Card **WILL NOT** be used for the following:
 - a) personal purchases;
 - b) Goods or services that could be paid by purchase order or check request;
 - c) Controlled inventory assets;
 - d) Purchases involving trade-in;
 - e) a single purchase that exceeds the \$1,000.00 per transaction, including freight, unless authorized in advance by the Coordinator;
 - f) entertainment expense;
 - g) cash advances, including gift cards unless authorized in advance by the Coordinator;
 - h) telephone services; and
 - i) monthly service fees unless authorized in advance by the Coordinator.

Department Head/Elected Officials/designees may enact a more restrictive policy regarding usage of cards within their respective departments.

2. A Cardholder who makes unauthorized purchases, carelessly uses the Procurement Card or fails to turn in the appropriate documentation may be personally liable for the total dollar amount of such purchases and any fees charged by the bank in connection with the misuse. **The Cardholder could also be subject to disciplinary action and potential termination from his or her job.**

24.4.5 Making a Purchase

It is the County's policy to seek competition whenever possible, utilize existing contracts, and seek the lowest prices within the parameters of quality and delivery. Prior to using the Procurement Card, the Cardholder will make a reasonable effort to determine sources currently available for goods and services to ensure the best price and delivery. Whenever possible, the Purchasing Department will establish annual price agreements and identify the preferred suppliers. If you have a special exception request needing prior approval email justification to Coordinator prior to making the purchase. Contact the Coordinator prior to making any purchase of which you are uncertain.

Cardholders will utilize the following "checklist" when making a purchase:

1. Check with Vendor if they will accept a check. If they will accept a check and the timing is acceptable, use a check request to process the purchase.
2. Check with Purchasing to verify if Vendors and prices have been established for the required goods or services. If not, solicit a number of sources including HISTORICALLY UNDERUTILIZED BUSINESS (HUB) Vendors as reasonable to the situation.
3. Once a Vendor is designated take the following steps:
 - a) Confirm that the Vendor accepts Mastercard.
 - b) Direct the Vendor to include the following information on the shipping label and packing list:
 - i. Cardholder name
 - ii. Telephone number
 - iii. Complete County delivery address
 - iv. The words "Procurement Card Purchase" inserted in the PO field
 - v. The Vendor's order number
 - c) It is extremely important that all purchases be sent to the Cardholder ordering the merchandise, as this will ensure that the documents necessary for the record keeping are readily available to the Cardholder.

Cardholders are expected to exercise sound business judgment and to direct inquiries about the Procurement Card Procedures to the Coordinator before making any purchases that may be construed as inappropriate or which the Cardholder does not know to be reasonable and necessary for the official business purposes of the County.

Purchases that will be charged against a grant account must fall within the grant guidelines. This is the responsibility of the Cardholder to verify.

24.4.6 Cardholder Record Keeping

- a. Whenever a Procurement Card purchase is made, documentation must be retained as proof of the purchase. Such documentation will be used to verify the purchases listed on the Cardholder's monthly Statement of Account and must contain specific information of each item purchased. Examples of documentation includes invoices and a customer copy of the charge receipt. If you have lost the appropriate required documentation or if the merchant did not provide documentation, contact the merchant directly to obtain it.
- b. The Cardholder must retain the invoice and original customer copy of the charge receipt. Before signing this slip, the Purchasing Cardholder is responsible for making sure the Vendor lists the quantity, fully describes the item(s) on the charge slip and charges no sales tax. The transaction's details should also be added to the Cardholder's Purchasing Log.
- c. Documentation must include a list of attendees for business-related luncheon and meals. Expenses must comply with the County's Travel and Meetings Policy.
- d. A lost purchase receipt must be replaced by a duplicate/copy receipt from the Vendor.

24.4.7 Review of Monthly Statement of Account

At the end of each billing cycle, the Cardholder will receive a monthly Statement of Account from the bank that lists the Cardholder's transaction(s) for that period.

The Cardholder must check each transaction listed against the Purchasing Log, receipts, and any shipping documents to verify the transactions and amounts shown on the monthly Statement of Account.

The original sales documents (packing slip, invoice, or receipts) for all items listed on the monthly Statement of Account **MUST** be neatly attached, in Purchasing Log sequence, to the Statement of Account to allow audit substantiation. **IF THIS POLICY IS NOT ADHERED TO, THE PROCUREMENT CARD WILL BE REVOKED.**

After this review, the Cardholder must sign the Statement of Account and present the monthly Statement of Account, along with the supporting documentation, to approving supervisor for approval and signature within two days of receiving.

The approving supervisor must check the Cardholder's monthly Statement of Account of Account and Purchasing Log and confirm with the Cardholder the following items:

1. Receipts exist for each purchase.
2. The goods were received or the services were performed.
3. The Cardholder has complied with all applicable procedures.

The approving supervisor's signature of approval on a Cardholder's monthly Statement of Account indicates that the Cardholder was authorized to make those purchases and those purchases were made in accordance with the applicable policies and procedures. The Cardholder must verify that the reviewed and approved Statement of Account, including the supporting documentation, is forwarded to the Coordinator.

When a purchased item is not satisfactory, received wrong, damaged and/or defective, duplicated, etc., the Cardholder should contact the Vendor to explain the problem and inquire about return policies. The Cardholder is responsible for returns. The Cardholder must follow-up on any erroneous charges, disputed items, or returns within two (2) weeks of receipt of goods or Statement of Account, or whichever comes last.

When disputing a charge, the Cardholder must contact the merchant representative at the phone number listed on the back of the card (available 24 hours a day) for resolution. Also, contact the Coordinator and attach the appropriate documentation with the Statement of Account.

1. If an item has been returned and a credit voucher received, the Cardholder must verify that this credit is reflected on the monthly Statement of Account.
2. If purchased items or credits are not listed on the monthly Statement of Account, the appropriate transaction documentation must be retained by the Cardholder until the next monthly Statement of Account. If the purchase or credit does not appear on the Statement of Account within sixty (60) days after the date of purchase, the Cardholder or approving supervisor must notify the Coordinator.
3. If items purchased by the use of the Procurement Card are found to be unacceptable, the Cardholder is responsible for obtaining replacement or correction of the item as soon as possible. If the Vendor has not replaced or corrected the item by the date the Cardholder receives the monthly Statement of Account, then the purchase of that item will be considered in dispute.

It is the responsibility of the Cardholder to resolve errors, disputes, and credits.

24.4.8 Monthly Statements of Account

The Cardholder must review the monthly Statement of Account, attach the relevant documentation, obtain the Department Head/Elected Official/designee's review and approval and then forward the packet to the Coordinator within four (4) days after receipt of the Statement of Account. More than two (2) reminders to a Cardholder that a monthly Statement of Account is delinquent and/or failure to provide the required supporting documentation for the transactions, including the Purchasing Log, will be grounds for the Coordinator to revoke or suspend Procurement Card privileges.

Upon receipt of statements and documentation, the Coordinator will review the information for reasonableness. The Coordinator will forward the statements and documentation for payment.

The original sales documents (packing slip, invoice, cash register tape, credit memos, etc.) for all items listed on the Purchasing Log must be neatly attached, in purchasing sequence, to the monthly Statement of Account. This attachment is critical to enable the Coordinator's and Auditor's review. If this routine is not adhered to, the Purchasing Card will be revoked. The careful matching of complete support documents to the Purchasing Log and then to the monthly Statement of Account is vital to the successful use of the Purchasing Card. The Cardholder must sign the Purchasing Log and present the supporting documentation to their Department Head/Elected Official/designee for approval and signature. The approval from Reviewer/Approver indicates the authorized transactions were made in accordance with the applicable policies and procedures.

Once approved by the Department Head/Elected Official/designee, the Cardholder must ensure the completed Purchasing Log and supporting documentation is submitted to the Coordinator. Upon receipt of the Statement of Accounts, Purchasing Log, and supporting documentation, the Coordinator will review the packet. The Coordinator will then forward the Statement of Accounts and documentation to the Auditor's Office for payment.

24.4.9 Card Security

- a. It is the Cardholder's responsibility to safeguard the Procurement Card and account number to the same degree that a Cardholder safeguards personal credit information.
- b. The Cardholder must not allow anyone to use the account number without the Cardholder's permission. A violation of this trust will result in that Cardholder having the card revoked, suspended, and possible disciplinary action.
- c. If the card is lost or stolen, the Cardholder must immediately notify the bank at 1-800-316-6056. Representatives are available 24 hours a day. Cardholder must advise the representative that the call is regarding a MasterCard Purchasing Card. The Coordinator must also be notified immediately.
- d. A new card will be promptly issued to the Cardholder after the reported loss or theft. A card that is subsequently found by the Cardholder after being reported lost must be destroyed by the Coordinator.

24.4.10 Cardholder Separation

The Cardholder must discontinue making purchases using the Purchasing Card upon notice to terminate County employment. Prior to separation from the County or transfer to another department, the Cardholder must surrender the Procurement Card and the current Procurement Card Purchasing Log, receipts, and other supporting documentation to the Department Head/Elected Official/designee. The Department Head/Elected Official/designee will review and approve the Purchasing Log and attach all supporting documentation. Upon receipt and review of the Cardholder's monthly Statement of Account, the Department Head/Elected Official/designee must forward the packet and the card to the Coordinator. It is the responsibility of departments to ensure that the records for their areas are retained within the department and notify the Coordinator immediately when a Cardholder terminates employment with the County. The Coordinator will ensure that the card is cancelled, so that the terminated employee is no longer authorized to make purchases.

If a Cardholder terminates employment without notice, the Department Head/Elected Official or designee must notify the Coordinator immediately so that the Procurement Card can be cancelled.

If an employee transfers into a different position or department, the Coordinator is to be informed and the department should update the paperwork held by the Coordinator. The Coordinator may require additional information to determine if the Procurement Card remains necessary and if the Commissioners Court will need to approve the continued use. All transaction records are the property and responsibility of the original department and do not transfer with the Cardholder.

24.4.11 Administrative Guidelines

- a. The Coordinator must maintain all records of Procurement Card requests, dollar limitations, Cardholder transfers, and any lost/stolen/destroyed card information. The Coordinator must report cards lost, stolen, and inappropriate transactions to the Commissioners Court.
- b. The Coordinator is responsible for administering the Cardholder Application, Employee Agreement, Purchasing Log, and procedures in compliance with this policy.

EMPLOYEE AGREEMENT

I, _____, hereby request a Procurement Card, hereafter the Card. As a holder, I agree to comply with the following terms and conditions regarding my use of the Card.

1. I understand that I am being entrusted with the Card and will be making financial commitments on behalf of the County.
2. I understand that the County is liable to Chase Bank for all charges made on the Card. I understand that I am liable for all charges not in compliance with this Agreement or with the Tarrant County Procurement Card Policy/Procedures Manual, hereafter the Manual, or any other Tarrant County Policy. I also understand that I could also be subject to disciplinary action and potential termination from his or her job.
3. I agree to use this Card for purchases in compliance with the manual and agree not to make purchases in violation of the policy set forth in the Manual. I understand that the County Auditor will audit the use of this Card and that appropriate actions will be taken to enforce this agreement and violations of the Manual.
4. Failure to follow Manual may result in the revocation of my use of the Card and other possible disciplinary actions.
5. I have received a copy of the Manual and understand the requirements of the Card's use.
6. I agree to return the Card immediately upon request or upon termination of my employment (including retirement).
7. If the Card is lost or stolen, I agree to notify the Purchasing Agent and Chase Bank immediately. If the Card is used in a manner not authorized by the manual, I agree to notify the Purchasing Agent immediately.
8. I understand that the burden of proof will be upon me to show that the items purchased were made in compliance with the policy as set forth in the Manual.
9. **Purchases made in violation of the policy and comply with Local Government code 262, subchapter B as set forth in the Manual will subject me to liability for the total dollar amount of such unauthorized purchases.**

Employee Signature

Department

Date

Elected/Appointed Official or Department Head

Date

PURCHASING LOG
FOR PURCHASING CARD TRANSACTIONS
 BY _____
 DEPARTMENT _____
 PURCHASING CARD ACCOUNT NUMBER _____
 DATE _____
 VENDOR _____

BELOW DESCRIBE IMMEDIATE ACCESS OF GOODS OR SERVICES OR WORK STOPPAGE SITUATIONS. PROVIDE A DETAILED DESCRIPTION OF WHAT WAS PURCHASED AND WHY IT WAS A WORK STOPPAGE SITUATION. FOR ALL OTHER PURCHASES, INCLUDE EMAIL FROM PURCHASING AGENT COORDINATOR CONFIRMING PRIOR APPROVAL.

ITEMS PURCHASED	QUANTITY	UNIT PRICE	AMOUNT	ACCOUNT CODING
1.		\$	\$	
2.		\$	\$	
3.		\$	\$	
4.		\$	\$	
5.		\$	\$	
6.		\$	\$	
7.		\$	\$	

Attach Additional Sheet(s) if required

I CERTIFY THE ABOVE LISTED ITEMS WERE PURCHASED TO PROVIDE IMMEDIATE ACCESS OF GOODS OR SERVICES OR RELIEVE A WORK STOPPAGE AND THE ITEMS WERE RECEIVED AND UTILIZED BY THE COUNTY.

Prepared By _____ Date _____

Approved By _____ Date _____

25 Historically Underutilized Business (HUB)

25.1 Policy Statement

The Tarrant County Commissioners Court, being the policy development and budgetary control unit of county government, will strive to ensure that all businesses, regardless of size, economic, social or ethnic status have an equal opportunity to participate in the County's procurement processes. The County is committed to promote full and equal business opportunity for all businesses to supply the goods and services needed to support the mission and operations of county government, and seeks to encourage the use of certified historically underutilized businesses (HUBs) through the use of race, ethnic and gender neutral means. It is the policy of Tarrant County to involve certified HUBs to the greatest extent feasible in the County's procurement of goods, equipment, services and construction projects while maintaining competition and quality of work standards. The County affirms the good faith efforts of firms who recognize and practice similar business standards.

25.2 Definitions

Historically underutilized businesses (HUBs) – also known as a disadvantaged business enterprise (DBE), are generally business enterprises at least 51% of which is owned and the management and daily business operations are controlled by one or more persons who is/are socially and economically disadvantaged because of his or her identification as a member of certain groups, including women, Black Americans, Mexican Americans and other Americans of Hispanic origin, Asian Americans and American Indians.

Certified HUBs – includes business enterprises that meet the definition of a HUB and who meet the certification requirements of certification agencies recognized by Tarrant County.

Businesses – include firms, corporations, sole proprietorships, vendors, suppliers, contractors, subcontractors, professionals and other similar references when referring to a business that provides goods or services regardless of the commodity category.

Statutory bid limit – refers to the Texas Local Government Code provision that requires competitive bidding for many items valued at greater than \$50,000.

25.3 Policy Guidelines

- A. Tarrant County, its contractors, their subcontractors and suppliers, as well as all vendors of goods, equipment and services, shall not discriminate on the basis of race, color, creed, gender, age, religion, national origin, citizenship, mental or physical disability, veteran's status or political affiliation in the award and/or performance of contracts. All entities doing business or anticipating doing business with the County shall support, encourage and implement affirmative steps toward a common goal of establishing equal opportunity for all citizens and businesses of the county.

- B. Tarrant County will use and recognize the State of Texas certification process in conjunction with the implementation of this policy. The County does recognize other agencies' certifications. Tarrant County reserves the right to review the certification status of any vendor applying to do business with the County. This review will be accomplished to determine the validity and authenticity of the vendor's certification as a HUB.
- C. The Commissioners Court may establish HUB target goals. Through a systematic approach of soliciting quotes, bids and proposals from certified HUBs and in compliance with applicable state and federal law this policy will strive to meet those goals.
 - 1. Target goals should consider:
 - a) the availability of HUB firms within the specific category of goods or services to be procured; and
 - b) the diversity of the County's population.
 - 2. The goals should be reviewed and amended periodically.
 - 3. The program may apply to all County procurements including construction and professional services.
 - 4. Particular attention will be given to HUB participation on purchases in excess of the statutory bid limit.
 - 5. The Commissioners Court herein establishes a 20% good faith target goal for Tarrant County.
- D. Tarrant County will actively seek and encourage HUBs to participate in all facets of the procurement process by:
 - 2. Continuing to increase and monitor a database of certified HUB vendors, professionals, and contractors. The database will be expanded to include products, areas of expertise, and capabilities of each HUB firm.
 - 3. Continuing to seek new communication links with HUB vendors, professionals, and contractors to involve them in the procurement process.
 - 4. Continuing to advertise bids on the County's website and in newspapers including newspapers that target socially and economically disadvantaged communities.
 - 5. Continuing to provide bid notifications to minority Chambers of Commerce.
- E. As prescribed by law, the purchase of one or more items costing in excess of the statutory bid limit must comply with the competitive bid process. Where possible, those bids will

be structured to include and encourage the participation of HUB firms in the procurement process by:

1. Division of proposed requisitions into reasonable lots in keeping with industry standards and competitive bid requirements.
 2. Where feasible, assessment of bond and insurance requirements and the designing of such requirements to reasonably permit more than one (1) business to perform the work.
 3. Specification of reasonable, realistic delivery schedules consistent with the County's actual requirements.
 4. Specifications, terms, and conditions reflecting the County's actual requirements are clearly stated and do not impose unreasonable or unnecessary contract requirements.
- F. A HUB Policy statement shall be included in all specifications. The County will consider the bidder's responsiveness to the HUB Policy in the evaluation of bids and proposals. Failure to demonstrate a good faith effort to comply with the County's HUB policy may result in a bid or proposal being considered non-responsive to specifications.

The Purchasing Department will actively seek the participation of HUB firms in the quotation process for purchases under the statutory bid limit. HUB firms will be identified on the computerized database and linked to the commodities they represent. Buyers will be encouraged to use available internal and external databases of certified HUB firms.

Nothing in this policy shall be construed to require the County to award a contract other than to the lowest responsive bidder meeting specifications as required by law. This policy is narrowly tailored in accordance with applicable law.

25.4 Administrative Guidelines

- A. The Purchasing Department shall serve as the County's HUB Office with responsibility for the implementation, monitoring and general operations of the HUB policy. The Purchasing Agent shall serve as the County HUB Officer.
1. The HUB Officer will establish procedures to implement this policy across the full spectrum of the procurement process. The County HUB Office will periodically review with department head and elected officials regarding procurement opportunities.

2. Managing the policy and training buyers and other County personnel in order to meet County goals will be the responsibility of the HUB Office.
3. The HUB Office will cooperate with other local government entities to increase HUB participation throughout the County and region. The HUB Office is encouraged to participate in educational and other outreach programs to assist HUB firms.
4. The HUB Officer will receive and review complaints and recommendations regarding the implementation of the HUB Policy and the good faith efforts of bidders. Further, the HUB Office will audit for compliance to the HUB Policy on eligible projects after award, during the performance of the contract and after completion, while also making any recommendations to Commissioners Court regarding any irregularities or misrepresentation of facts as they relate to compliance with the policy. The HUB Office will review documentation submitted by HUB firms in compliance with this policy.
5. An annual report along with recommendations shall be provided to the Commissioners Court and Purchasing Board. The annual report will provide statistical data and efforts reflected in the number of purchase orders, value of goods and services purchased, percentages to HUB firms, and outreach and marketing efforts. Other statistics may be required or requested by the Commissioners Court or Purchasing Board.

26 Debarment And Suspension-Executive Orders 12549 And 12689

26.1 Purpose

In an effort to provide assurance to the Federal Government that the State of Texas and its sub-recipients comply with Federal Executive Order 12549 and 12689, 2 CFR part 200, (“Sub-awards to debarred and suspended parties”), and the Texas Uniform Grant Management Standards (UGMS), the Texas Department of Public Safety/Texas Homeland Security-State Administrative Agency requires all Homeland Security Grant Program sub-recipients (to include all programs administrated by the TXDPS/THS-SAA) check the debarment status of all vendors before contracting with or making any purchases with funds from any federal grant.

Debarments may be based on convictions, civil judgments or fact based cases involving environmental crimes, contract fraud, embezzlement, theft, forgery, bribery, poor performance, non-performance or false statements as well as other causes. The imposition of a debarment period is for a set period of time decided on a case by case basis.

Suspension may be based on indictments, information or adequate evidence involving environmental crimes, contract fraud, embezzlement, theft, forgery, bribery, poor performance, non-performance, or false statements. This is a temporary action which may last up to one year and is effective immediately.

26.2 Authority

Executive Orders 12549 and 12689 – Debarment and Suspension

26.3 Policy

Prior to procuring or entering into a contract for grant-funded goods or services, the sub-recipient must check debarment status of the vendor using the System for Award Management (SAM) and document that verification has occurred. This policy applies to the procurement of all goods or services regardless of unit price or quantity.

26.4 Official Representative

The County Purchasing Agent shall verify the debarment status of all vendors prior to utilizing any Federal Grant Funds, using SAM.gov.

26.5 Procedure

The following procedure applies to all purchases funded by federal funds. No contract will be awarded to any vendor who fails to have an active status or has a debarred status on the Federal System of Award Management website or whose name appears on the debarment list prior to notifying the Purchasing Agent.

1. Go to the SAM website.
2. The County Purchasing Agent or their agent will search SAM for the vendor.
3. Confirm that the vendor has an active status. Without an active status, the Purchasing Agent may request that the vendor obtain an active status if time permits.

4. If the vendor is found to be debarred, the vendor may not be used for procurement utilizing Federal Grant Funds.
5. Print the screen page and retain the procurement documentation.
6. A copy of the screen print indicating the vendor is not debarred, at the time of the procurement, must be included with the supporting documentation submitted to the Texas Homeland Security State Administrative Agency requesting reimbursement of advance.

27 Training

The Tarrant County Criminal District Attorney's Office has ruled that training is NOT a professional service and therefore subject to the same bid laws as outlined in Texas Local Government Code 262. Training requests will be handled in the same manner as any request for goods or services. Only the County Purchasing Agent may grant an exemption.

Only the Commissioners Court may grant an exemption in accordance to Texas Local Government Code 262.024.

27.1 Procedure

Once a department is aware of a training need, they will need to contact the Purchasing Department. The buyer will determine how to proceed with the request, through a bid, quote exemption or sole source. If a competitive process is determined, a detailed Scope of Work will be requested from the department.

Scheduling training without going through this process may be considered an unauthorized purchase.

28 Best And Final Offer (BAFO)

28.1 Introduction

The Best and Final Offer (BAFO) process represents an optional step process in the Request for Proposal (RFP) process and is not part of contract negotiations. A BAFO is requested from one (1) more respondents for the best value for a specific solicitation prior to determining contract award.

28.2 Authority

Texas Local Government Code, 262.0295(e); 262.030(e)

28.3 Policy

BAFOs may be conducted with only those respondent(s) most likely to be awarded a contract as determined by the evaluation committee. A BAFO should always be requested.

28.4 Procedure

The BAFO process may be useful when:

1. No single response addresses all the specifications.
2. The cost submitted by all respondents is too high.
3. The scores of two (2) or more respondents are very close after the evaluation process.
4. All respondents submitted responses that are unclear or deficient in one or more areas.
5. To obtain the best price.

Procedures for the use of the BAFO process:

1. The original RFP document should contain language that indicates that the BAFO process will be used.
2. The evaluation committee and Purchasing will determine who will be invited to participate.
3. The evaluation committee may restrict the number of respondents invited to submit a BAFO or may offer the option to all respondents. Any respondent(s) deemed not likely to be awarded may be dropped at this point and noted in the documentation. These responses(s) will not figure into the scoring thereafter.
4. In order to develop the content of the BAFO, the buyer may collect questions about the responses from the evaluation committee.
5. The content of the BAFO may also be developed as a result of negotiations with the respondent(s) most likely to be awarded a contract.

6. The evaluation committee through Purchasing may request that the respondent(s) readdress important aspects of the response such as the implementation schedule, level of support, type or amount of resources proposed, contract terms and conditions, or cost.
7. The buyer will send out the request for BAFOs in a letter stating the areas to be covered and the date and time by which the BAFO must be returned.
8. All communication to and from respondents regarding the BAFO will be coordinated by the buyer. This may be in the form of an original response email or on company letterhead with an authorized signature.
9. BAFOs submitted after the deadline may not be accepted.

Content and structure of best and final solicitations:

1. BAFO must contain specific information on what is being requested. The integrity of the scope of the original RFP must be maintained.
2. Respondent(s) are not required to submit a BAFO and may submit a written response stating that their response remains as originally submitted.
3. The BAFO must not identify either the current rank of any of the respondents or the lowest price currently submitted.
4. Respondent(s) may be requested to make an oral presentation regarding their BAFO.

Scoring of BAFOs:

1. Evaluation committee members score or re-score the technical portion of the BAFO.
2. Evaluation score sheets for the BAFOs will be developed and provided to the evaluation committee members by the buyer. All scoring worksheets (original evaluation scores, oral presentation scores, best and final scores) will be included with the court communique, with the original scored matrix on the bottom, the presentation matrix next, and best and final matrix on top. Scores for the BAFOs are entered into a NEW score sheet/summary worksheet (matrix) by the buyer.
3. Price proposals (if requested) are evaluated by the buyer. Only the price proposals from the respondent(s) asked to participate in the BAFO process will be used to calculate the score.

29 County Owned Assets

29.1 Introduction

The taxpayers of Tarrant County have an enormous investment in our county buildings, equipment, and furnishings. As public servants, County employees are responsible for the care and custody of this large investment. Not only is it good accounting policy to maintain accurate inventory records of all county assets, it is also mandated by State law.

29.2 Authority

On July 1 of each year, the county purchasing agent shall file with the county auditor and each of the members of the board that appoints the county purchasing agent an inventory of all the property on hand and belonging to the county and each subdivision, officer, and employee of the county. (See: Section 262.011(i) – Local Government Code).

The Purchasing Agent has control over the transfer of county supplies, materials, and equipment from a subdivision, department, officer, or employee of the county that are not needed or used to another subdivision, department, officer, or employee requiring the supplies or materials or the use of the equipment, with the approval of the Commissioners Court. (See: Section 262.011(j) – Local Government Code).

In addition, the Purchasing Agent assists the Commissioners Court in identifying and disposing of assets that the Court has declared to be surplus property or salvage property in accordance with Local Government Code, Chapter 263, Subchapter D, Disposition of Salvage or Surplus Property. The Purchasing Agent assists the Commissioners Court in obtaining a contract to dispose of the property in a variety of ways. The statute also allows the Commissioners Court to offer the property as a trade-in for new property of the same general type if deemed in the best interest of the county.

29.3 Definitions

Asset Coordinator – The individual designated by each Department Head to serve as the liaison to the Purchasing Department's Fixed Asset Coordinator and the Information Technology Department.

Capital Assets –Property such as equipment, vehicles, and technology assets, including hardware and software valued at \$5,000 or more. These assets are capitalized.

Controlled Assets – A firearm asset such as a handgun, rifle, taser, or shotgun of any value.

Fixed Asset Coordinator – The individual designated by the Purchasing Agent responsible for the physical inventory, including the disposal, transport, and storage of assets.

Grant Assets – Assets purchased using grant funds. These assets must be tracked as required by the granting agency.

Heavy Equipment – Heavy duty vehicles or equipment used for operations.

Lost Assets – Assets considered unrecoverable. Reportable to Commissioners Court.

Low Value Furniture, and Equipment Assets – Furniture and equipment valued of \$1,500 - \$4,999.

Low Value Technology Assets – Technology assets such as computers, printers, and scanners valued at \$500 to \$1,499.99.

Missing Assets – Assets not located but recovery is anticipated within a year.

Salvage Property – Because of use, time, or accident, property so worn, damaged, or obsolete it has no value for the purpose for which it was originally intended but may have some salvage value.

Stolen Assets – Assets considered unrecoverable, requiring a police report. Reportable to Commissioners Court.

Surplus Property – Property not in use but considered to have future usefulness, either as originally intended or otherwise.

29.4 Policy

29.4.1 Responsibilities By Department

29.4.2 Purchasing Department

Local Government Code 262.011(i) states, *“On July 1 of each year, the county purchasing agent shall file with the county auditor and each of the members of the board that appoints the county purchasing agent an inventory of all the property on hand and belonging to the county and each subdivision, officer, or employee of the county.”*

Local Government Code 262.011(j) states, *“To prevent unnecessary purchases, the county purchasing agent, with the approval of the commissioners court, shall transfer county supplies, materials, and equipment from a subdivision, department, officer, or employee of the county that are not needed or used to another subdivision, department, officer, or employee requiring the supplies or materials or the use of the equipment. The county purchasing agent shall furnish to the county auditor a list of transferred supplies, materials, and equipment.”*

29.4.3 Auditor’s Office

Local Government Code states *“The county auditor shall carefully examine the inventory and make an accounting for all property purchased or previously inventoried and not appearing in the inventory.”*

29.4.4 All Departments

Each Department Head has the primary responsibility for safeguarding all technology, vehicles, heavy equipment, furniture, and other equipment assigned to their department. Annually, each Department Head must ensure that an annual inventory is performed to account for all high value and low value furniture and equipment assigned to their department as recorded in the Tarrant County fixed asset inventory system. The Department Head shall sign and verify the inventory list using the Asset Inventory

Verification Form FA-02. Each department's Asset Coordinator should submit the appropriate documentation to the Purchasing Department.

The Information Technology Department (ITD) and Department Heads are jointly responsible for the inventory of technology-related assets. After ITD completes its inventory, ITD provides a report to the Purchasing Department. This report includes any discrepancies identified by ITD during its inventory.

The Purchasing Department and/or the Auditor's Office may "spot check," or conduct a full inventory of any county department and recommend changes.

29.5 Receipt, Transfer, And Disposal Of Assets

29.5.1 Receipt Of New Assets

Departments are responsible for tagging Capital Assets, Low Value Furniture and Equipment Assets, and Grant Assets using the barcoded tags provided by Purchasing. Substantial shipments of assets to be received at different locations may require additional planning and tagging assistance from Purchasing. Upon receipt of the new asset, the department or Purchasing will apply the barcode. Any missing information in the fixed asset system including but not limited to serial number, model, make, or asset location should be conveyed to the Fixed Asset Coordinator. Barcode tags should be located in plain view and where access is not impaired or difficult to reach. Tag location should also enable the passing of scanner equipment over the tag's barcoding.

To ensure proper tagging of technology assets, under normal circumstances ALL purchased technology assets must be delivered to and received by ITD. ITD is responsible for creating or procuring specially colored and/or uniquely identifiable barcoded tags to assist in identifying Tarrant County technology assets and then entering the barcode and appropriate information into SAP. ITD will also maintain a comprehensive list of these assets.

In general, tags should be placed in plain view and allow easy access. Tag location should approximate the initial point of user contact with the asset. Asset tags may not be removed from Tarrant County property. Both knowingly removing or causing the tag to be removed, altered or obliterate and possessing, selling, or offering to sell county property knowing that the asset tag number has been removed are criminal offenses under Texas Penal Code Section 31.11 Tampering with Identification Numbers.

Assets such as heavy equipment, vehicles, controlled assets, and some technology assets will NOT be physically tagged. A separate list of asset tags will be maintained by the individual departments.

29.5.2 Transfer of Assets

The Purchasing Agent is authorized by the Commissioners Court to transfer supplies, materials and equipment among the various county departments. The transfer or trade of any Capital Asset or Low Value Furniture and Equipment Asset from one department to another must be documented on Form FA-01, Transfer or Disposal of County Assets.

This form should then be forwarded to Purchasing, while the originating department retains a copy for their files. Facilities Management is responsible for the physical movement of all assets if needed, with the exception of technology assets. Facilities Management will not transfer any asset without completing Form FA-01.

ITD is responsible for the transfer of **all** technology assets. Any transfers should be documented by an ITD Transfer Sheet. ITD is also responsible for updating the fixed asset system to show the new location of a transferred technology asset.

29.5.3 Disposal of Assets

Assets that are no longer needed or are damaged, worn or replaced by a new asset may be sent to the Purchasing warehouse for disposal or auction. The disposal of these assets must be documented on Form FA-01, Transfer or Disposal of County Assets. This form should then be forwarded to Purchasing, while the originating department retains a copy for their files. Excluding technology assets, Facilities Management is responsible for the physical movement of these assets to the warehouse after completing Form FA-01. Technology assets will be moved by ITD and prepared for disposal or auction after completing the Transfer Sheet. Grant Assets require approval by the granting agency prior to disposal.

The Commissioners Court may authorize the Purchasing Agent to dispose of salvage items. Surplus or salvage assets may be sold by competitive bid or auction by the Purchasing Agent as provided in Section 263.152 of the Local Government Code. The statute also allows the Commissioners Court to offer the property as a trade-in for new property of the same general type if deemed in the best interest of the county. Any stolen, abandoned or confiscated property seized by a peace officer may be disposed of in accordance with Article 18.17, Texas Code of Criminal Procedure.

29.6 Lost/Stolen Property

The Department Head must report, in writing, any lost or stolen property immediately to the Purchasing Agent. Stolen property must be reported to the proper law enforcement agency, and a copy of the police report must be provided to the Purchasing Agent. If an asset cannot be located or recovered, it will be removed from the department's asset inventory upon approval by the Commissioners Court.

29.7 Surplus Assets From Warehouse

Excluding technology assets, Purchasing will maintain a comprehensive list of assets stored at the warehouse. All county departments are urged to contact Purchasing if they are in need of any particular asset prior to purchasing one. Assets received from the warehouse must be documented on Form FA-01, Transfer or Disposal of County Assets. This form should then be forwarded to Purchasing, while the originating department retains a copy for their files. Facilities Management is responsible for the physical movement of the asset from the warehouse to the using department only after Form FA-01 has been completed.

29.8 Annual Inventory

Local Government Code 262.011(i) mandates that the County Purchasing Agent must file a complete inventory on or before July 1 of each year. The following information is provided to help departments accomplish their part in this process. In addition, Purchasing will be available to answer questions, if requested.

29.9 Department Asset Coordinator

Each Department Head should designate one employee per division or area to serve as the Asset Coordinator for that department. The person assigned should be generally familiar with the assets used by that department. The designated Asset Coordinator is then responsible for performing all duties pertaining to asset management for items assigned to that department.

29.10 Annual Asset Inventory Report Distribution

The Purchasing Department will send a formal inventory request and an Asset Inventory Report listing all Capital Assets and Low Value Furniture and Equipment Assets to each Department Head as of January 31 annually. The reports will list assets assigned to the department and show the due date the inventory should be completed and returned to the Purchasing Department's Fixed Asset Coordinator.

ITD will prepare a Technology Asset Inventory Report listing all capitalized, grant purchases, and low value technology assets (including hardware and software) assigned to county departments as of January 31 annually.

29.11 Determining Actual Inventory

The department's Asset Coordinator should lead the effort to locate and account for Capital Assets and Low Value Furniture Assets and Equipment Assets assigned to the department. Assets such as heavy equipment, vehicles, controlled assets, and some technology assets will NOT be physically tagged. The process can be most effectively accomplished by assigning pairs of employees to count and record all items within a specific area located and accounted for during inventory.

The department's Asset Coordinator should ensure that any changes, including location changes, are recorded next to the appropriate item on the Asset Inventory Report provided by Purchasing. Purchasing should be notified of any items located by the department, but not found on the Asset Inventory Report for further research. The Purchasing Agent and the Auditor's Office will collaborate to ensure that appropriate changes are made to the fixed asset inventory system.

ITD staff should lead the effort to locate and account for Low Value Technology Assets, and Capital Assets assigned to departments. ITD is responsible for noting any differences between the physical inventory and the fixed asset system to the Purchasing Department's Fixed Asset Coordinator. ITD and the Auditor's Office will collaborate to ensure that appropriate changes are made to the fixed asset inventory system.

Any discrepancies between the physical inventory and the Asset Inventory Report should be noted. Some examples of discrepancies may include a description, location, serial numbers, etc.

Purchasing should be contacted immediately for the disposition of any of the following assets:

1. “Missing” assets are those that cannot be located but are expected to be located within a year. Form FA-01, Transfer, or Disposal of County Assets, should **not** be submitted as long as the item is considered “missing”.
2. “Lost” or “stolen” assets are those considered unrecoverable. All stolen items should be reported to the proper law enforcement agency. A police report and Form FA-01, Transfer, or Disposal of County Assets, should be submitted to Purchasing.

Upon completion of the inventory, the department’s Asset Coordinator should forward the updated Annual Asset Inventory Report and a copy of the Asset Inventory Verification Form, Form FA-02, signed by each Assets Coordinator and the Department Head/Elected Official, verifying the report’s accuracy to Purchasing. Any completed Transfer or Disposal of County Assets forms (FA-01) documenting asset status changes should also be sent to Purchasing at this time.

Upon completion of the inventory of technology assets, ITD should forward the updated Asset Inventory Report and a copy of the Asset Inventory Verification Form, Form FA-02, signed by the department’s Asset Coordinator, Department Head, and the Chief Information Officer, to Purchasing.

29.12 Receipt And Update Of Department Annual Asset Report

After receipt and review of the department’s annual Assets Inventory Report, Purchasing will correct any asset locations recorded in the county’s fixed asset inventory system.

29.13 Reconciliation Of Actual To Recorded Inventory

The Auditor’s Office will perform a reconciliation of the physical inventory to the inventory recorded and the fixed asset inventory system. The Auditor’s Office will also request Commissioners Court approval for the removal of any lost or stolen assets from the fixed asset inventory system. Commissioners Court approval is not required for the Auditor’s Office to deactivate assets that are no longer required to be tracked or change of asset classification.



TRANSFER OR DISPOSAL OF COUNTY ASSETS REPORT FA-01

ATTENTION: PURCHASING DEPARTMENT; FIXED ASSET COORDINATOR

FROM _____ DATE _____

LOCATION _____

TYPE OF TRANSACTION

☐

Transfer

☐

Disposal

From Department _____ Location _____

To Department _____ Location _____

Asset Barcode Tag # _____ Serial # _____

Asset Description (Manufacturer, Model, Type of Item)

Additional Comments

CUSTODY TRANSFER – PLEASE PRINT NAME, PHONE AND DATE BELOW

Asset Coordinator _____ Phone # _____ Date _____

Department Head _____ Phone # _____ Date _____

Facilities Transfer _____ Phone # _____ Date _____

Other Transfer _____ Phone # _____ Date _____

Purchasing Receiving _____ Phone # _____ Date _____

Other Receiving _____ Phone # _____ Date _____

PLEASE RETAIN A COPY OF THIS FORM
FOR YOUR RECORDS

For questions, please contact the Purchasing Dept. Fixed Asset Coordinator:
Phone: 817-223-3290 Email: Klhendricks@tarrantcounty.com Fax: 817-884-2629

TARRANT COUNTY

ASSET INVENTORY VERIFICATION FORM

The annual inventory, through physical observation where applicable, of assets in the Tarrant County Department listed below has been conducted in accordance with the instructions provided. The printout of the stated Department with corrections and any other applicable forms is verified to be accurate. By signing below, the Official/Department Head accepts full responsibility for the inventoried assets assigned to the department listed.

DEPARTMENT: _____

AUTHORIZED PERSON WHO VERIFIED INVENTORY: _____

PRINT NAME

SIGNATURE / DATE

DEPARTMENT HEAD:

PRINT NAME

SIGNATURE / DATE

PURCHASING DEPARTMENT USE ONLY

DATE FORM RECEIVED: _____

PROCESSOR'S SIGNATURE: _____

FORM NO. FA-02

30 Disclosure Of Interested Parties-house Bill 1295

30.1 Introduction

In 2015, the Texas Legislature adopted House Bill 1295, which added section 2252.908 of the Government Code. The law states that a governmental entity or state agency may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the governmental entity or state agency at the time the business entity submits the signed contract to the governmental entity or state agency. The law applies only to a contract of a governmental entity, or state agency that either (1) requires an action, or vote by the governing body of the entity, or agency before the contract may be signed, or (2) has a value of at least \$1 million. The disclosure requirement applies to a contract entered into on or after January 1, 2016.

Procedures related to Vendor Disclosure Requirements amended by Acts 2017, 85th R.S., Chapter 526 (SB 255) changes identified by italicized text apply only to a contract entered into or amended on or after January 1, 2018.

(c) Notwithstanding Subsection (b), this section does not apply to:

- 1) a sponsored research contract of an institution of higher education;*
- 2) an interagency contract of a state agency or an institution of higher education;*
- 3) a contract related to health and human services if:*
 - (A) the value of the contract cannot be determined at the time the contract is executed; and*
 - (B) any qualified vendor is eligible for the contract;*
- 4) a contract with a publicly traded business entity, including a wholly owned subsidiary of the business entity;*
- 5) a contract with an electric utility, as that term is defined by Section 31.002, Utilities Code; or*
- 6) a contract with a gas utility, as that term is defined by Section 121.001, Utilities Code.*

30.2 Authority

House Bill 1295 – Certificate of Interested Parties

30.3 Policy

Prior to award by Commissioners Court, the vendor must complete Certificate of Interested Parties (Form 1295) and submit a signed copy to the Purchasing Agent or his/her designee.

30.4 Official Representative

The Buyer shall verify that a Certificate of Interested Parties (Form 1295), is on file prior to approval requiring Commissioners Court action and is filled out in accordance with The Texas Ethics Commission adopted rules.

30.5 Procedure

1. Before an award or renewal, including consent, may be presented to Commissioners Court, the Awardee must submit a completed Form 1295 to the Buyer unless exempt by State law.
2. When an apparent Awardee has been identified, the Buyer must contact them immediately and request Form 1295. The awardee must return completed form to the Buyer within ten (10) days of request.
3. Unsuccessful bidders or respondents are not required to complete Form 1295.
4. The Awardee must place the Tarrant County RFB, RFP, RFO, or RFQ number and title on Form 1295, in line #3. These numbers will be provided by the Bid Secretary. Sole Source vendors will need an RFQ number assigned over \$50K. These numbers will be provided by the Buyer. For tracking purposes, it is advisable that the Buyer indicates by use of an "I" (informal) or "F" (formal). For example, Request for Qualification: RFQ-2016-001-F; Request for Quotation: RFQ-2016-002-I. Reference this control number in the body of communique.
5. Within thirty (30) days, Buyer must acknowledge, on the TEC website, the receipt of the correctly completed Form 1295. Best practice would be to acknowledge immediately.
6. Change orders, contract alterations, modifications, etc. will require a new Form 1295 from the Vendor. A new form is not required if within a twelve (12) month period referencing the same contract number.
7. When another entity uses a Tarrant County contract, they may request a copy of Form 1295. Cooperative contracts require a vendor to complete another Form 1295 and reference Tarrant County on line 2 and the cooperative bid number and name on line 3.
8. Contracts may require reference to Form 1295. Verify with Tarrant County Criminal District Attorney. If Form 1295 is referenced in a contract, attach a copy with the communique.
9. Contracts involving CSCD do not require Form 1295 unless the CSCD contract is on the Purchasing Commissioners Court Agenda.

NO AWARD WILL BE MADE PRIOR TO TOTAL COMPLIANCE WITH THESE PROCEDURES.

https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm

All other policy and procedures regarding contract award, contract modifications and contract administration remain the same.