


# BRAZORIA COUNTY

# PURCHASING

# POLICY AND PROCEDURE MANUAL

# FORWARD

## THE COUNTY PURCHASING DIRECTOR'S MISSION

Pursuant to Texas Local Government Code Section 262.011(o), the County Purchasing Director is required to adopt rules and procedures necessary to carry out the duties of the purchasing agent, subject to approval by Commissioners Court.

The mission of the Purchasing Department is to establish and enforce policies and procedures that comply with all applicable procurement laws. Working in coordination with the County Auditor, the department safeguards the responsible expenditure of taxpayer funds while providing County departments with quality goods and services in a timely and efficient manner.

The department is committed to neutrality, transparency, and fairness, ensuring that responsible vendors have an equal opportunity to compete for County business. These standards reflect the County's dedication to good governance, accountability, and public trust.

This manual is intended to promote effective and consistent procurement practices and outlines the policies and procedures that guide the duties of the County Purchasing Director.

The applicable laws and regulations which shall be followed under this Policy include, but are not limited to, the following:

- Texas Local Govt Code 262 – Purchasing & Contracting Authority of Counties
- Texas Local Govt Code 271 – Purchasing & Contracting Authority of Municipalities, Counties, and certain other Local Governments
- Texas Local Government Code Chapter 263 – Sale or Lease of Property by Counties
- Texas Transportation Code Chapter 284 - Causeways, Bridges, Tunnels, Turnpikes, Ferries, and Highways in Certain Counties
- Texas Government Code Chapter 2251 – Prompt Payment Act
- Texas Government Code Chapter 2252 – Contracts with Governmental Entity
- Texas Government Code Chapter 2253 – Public Work Performance and Payment Bonds
- Texas Government Code Chapter 2254 – Professional and Consulting Services
- Texas Government Code Chapter 2269 – Contracting and Delivery Procedures for Construction Projects
- Texas Local Government Code Chapters 171 and 176 – Conflicts of Interest and Disclosure Requirements
- Texas Health & Safety Code Section 361.426 – Governmental Entity Preference for Recycled Products
- Texas Government Code Section 140.003 – Specialized Local Entities
- 2 CFR PART 200- Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards

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## OVERVIEW

Brazoria County Purchasing operates as a centralized purchasing department, established in 1999 by the County Commissioners Court.

Centralized purchasing is beneficial to the County for the following reasons:

To ensure compliance with procurement laws by establishing policies and procedures that are consistent with federal, state, and local laws.

To allow for the consolidation of small purchases by individual departments into larger volume purchases for the entire County.

The Purchasing Department, and its personnel, have and will increasingly develop a solid foundation of knowledge and experience about purchasing, market trends, prices, and vendors. This knowledge, expertise and volume purchasing power gives Brazoria County leverage with vendors which will demand lower prices while ensuring county-wide accountability.

Centralized knowledge and expertise establish the purchasing functions on a professional footing and inspires public confidence in the actions of the County.

This policy and procedure manual is for all Brazoria County purchases subject to the County Procurement Act and procedures described in applicable federal and state laws. Certain Brazoria County departments have discretionary funds that are not subject to the County Procurement Act.

In the pursuit of good procurement practices, the Purchasing Department is always willing to competitively procure items financed by these funds. Department heads and elected officials are encouraged to work with Purchasing to pursue cost savings that may be realized through competitive procurement operations.

## I. BRAZORIA COUNTY PURCHASING CODE OF ETHICS:

### A. General Ethical Standards

**1.** It shall be a breach of ethics and law:

**a)** to attempt to realize personal gain through public employment with Brazoria County by any conduct inconsistent with the proper discharge of the employee's duties.

**b)** to attempt to influence any public employee of Brazoria County to breach the standards of ethical conduct set forth in this code.

**c)** for any employee of Brazoria County to participate directly or indirectly in a procurement under the following conditions:

**(1)** the employee, or a member of the employee's immediate family, has a financial interest pertaining to the procurement.

**(2)** a business or organization in which the employee, or any member of the employee's immediate family, has a financial interest pertaining to the procurement; or

**(3)** Any other person, business, or organization with whom the employee, or any member of the employee's immediate family, is negotiating or has an arrangement concerning prospective employment, is involved in the procurement.

**d)** to offer, give or agree to give any employee or former employee of Brazoria County, or for any employee or former employee of Brazoria County to solicit, demand, accept or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation of any part of a program requirement or purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other peculiar matter pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal, therefore, pending before this local government.

**e)** for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor for any contract for Brazoria County, or any person associated therewith, as an inducement for the award of a subcontract or order.

**f)** Contract Clause - The prohibition against gratuities and kickbacks prescribed above shall be conspicuously set forth in every contract and solicitation, therefore.

**g)** Excluded from this prohibition shall be gifts of nominal value, routine promotional items of inconsequential value normally offered by vendors to the general public, or meals offered at official banquets or other community-wide functions where declining such items might tend to prove embarrassing or counterproductive.

**h)** or any employee or former employee of Brazoria County knowingly to use confidential information for actual or anticipated personal gain or for the actual or anticipated gain of any person.[1]

**ANY INTENTIONAL VIOLATION OF LAW WILL BE REFERRED TO THE APPROPRIATE LAW ENFORCEMENT AGENCY FOR INVESTIGATION AND PROSECUTION.**

**ALL COUNTY PERSONNEL INVOLVED IN PURCHASING DECISIONS SHALL COMPLY WITH ALL APPLICABLE STATE AND FEDERAL LAW**

1. See Texas Penal Code, Title 8. Offenses Against Public Administration, Chapters 36 and 39.

## II. CONFLICT OF INTEREST POLICY:

### DEFINITIONS

"Local governmental entity" means the County or a County corporation, board, commission, district, or authority to which a member is appointed by the Commissioners Court.

"Local government officer" means a member of Brazoria County Commissioners Court, an elected official, employee, or an agent of the County who exercises discretion in the planning, recommending, selecting, or contracting of a Vendor.

"Vendor" means a person who enters or seeks to enter into a contract with the County. The term includes an agent of a Vendor. The term includes an officer or employee of a state agency when that individual is acting in a private capacity to enter into a contract. The term does not include a state agency except for Texas Correctional Industries.

"Family member" means a person related to another person within the first degree by consanguinity or affinity, as described by Subchapter B, Chapter 573, Government Code.

"Family relationship" means a relationship between a person and another person within the third degree by consanguinity or the second degree by affinity, as those terms are defined by Subchapter B, Chapter 573, Government Code.

"Gift" means a benefit offered by a person, including food, lodging, transportation, and entertainment accepted as a guest. The term does not include a benefit offered on account of kinship or a personal, professional, or business relationship independent of the official status of the recipient.

Brazoria County (the "County") elected officials, officers, employees and agents and Vendors shall comply with the following Conflict of Interest Policy, the Regulations of Conflicts of Interest found in Texas Local Government Code, Chapter 171, Disclosure of Certain Relationships with Local Government Officers found in Texas Local Government Code Chapter 176 and 2 C.F.R. 200.318(c)(1).

Except for eligible administrative or personnel costs, the general rule is that no employee, agent, consultant, officer, or elected official or appointed official of the County or subrecipients which are receiving federal funds, who exercise any functions or responsibilities with respect to federally-funded activities, or who participate in a decision making process or gain inside information with regard to such activities, may obtain a financial interest or benefit from the Vendor's business or from the activity, or have a financial interest or benefit from the activity, or have an interest in any contract, subcontract or agreement with respect thereto, or the proceeds thereunder, either for themselves or those with whom they have family or business ties, during their tenure.

No County elected official, officer, employee, or agent may participate in the selection, award, or administration of a contract supported by a Federal award if he or she has a real or apparent conflict of interest. Such a conflict of interest would arise when the elected official, officer, employee, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in or a tangible personal benefit from a firm considered for a contract except as set forth below.

Elected officials, officers, employees, and/or agents of the County shall not act as surety for a business entity that has work, business, or a contract with the County or act as surety on any official bond required of an officer of the County;

Any elected official, officer, employee, contract employee or appointed member who participates in the recommendation, requisitioning, bid solicitation, evaluation, or otherwise takes part in the purchasing decision-making process and who has a whole or partial ownership in, or derives some income or personal benefit from the recommended or selected Vendor should disclose the relationship as a potential conflict of interest. For the purposes of this section, acts of reciprocity or exchange of favors from which an employee derives some income or personal benefit shall be considered conflicts of interest.

Pursuant to Texas Local Government Code Chapter 176, the local government officers of the County or subrecipient, shall file a conflict disclosure statement if

(1) the Vendor enters into a contract with the local governmental entity or the local governmental entity is considering entering into a contract with the Vendor; and

(2) the Vendor:

(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds $2,500 during the 12-month period preceding the date that the officer becomes aware that:

(i) a contract between the local governmental entity and Vendor has been executed; or

(ii) the local governmental entity is considering entering into a contract with the Vendor;

(B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than $100 in the 12-month period preceding the date the officer becomes aware that:

(i) a contract between the local governmental entity and Vendor has been executed; or

(ii) the local governmental entity is considering entering into a contract with the Vendor; or

(C) has a family relationship with the local government officer.

(3) A local government officer is not required to file a conflicts disclosure statement in relation to a gift accepted by the officer or a family member of the officer if the gift is:

(A) a political contribution as defined by Title 15, Election Code; or

(B) food accepted as a guest.

(4) A local government officer is not required to file a conflicts disclosure statement under Subsection (1) if the local governmental entity or Vendor described by that subsection is an administrative agency created under Section 791.013, Government Code.

(5) A local government officer shall file the conflicts disclosure statement with the records administrator of the local governmental entity not later than 5 p.m. on the seventh business day after the date on which the officer becomes aware of the facts that require the filing of the statement under Subsection (1)

(6) The local government officer shall complete the Conflicts Disclosure Statement for local government officers ound on the Purchasing website at:https://brazoriacountytx.gov/home/showdocument?id=282

The Vendor shall complete the Conflict of Interest Questionnaire, Form CIQ for Vendor doing business with local government entity, found on the Purchasing website at: https://brazoriacountytx.gov/home/showdocument?id=276

If the local government officer has a substantial interest in the Vendor pursuant to Local Government Code 171, the local government officer shall file, before a vote or decision on any matter involving the Vendor, an affidavit stating the nature and extent of the interest and shall abstain from further participation in the matter pursuant to Section 171.004 Texas Local Government Code.

A local government officer may accept token gifts, non-business-related gifts from family and close friends, gifts from individuals with whom the local government officer has an independent business relationship, statutorily provided fees, payment of expenses and or political contributions as defined by Title 15 of the Election Code.

## III. RELATIONSHIPS:

### A. Relationships between the Purchasing Department and other County Departments:

**1.** The Purchasing Department serves as a support organization that facilitates transactions between County departments and vendors. To effectively represent the County's best interests, collaboration and strong working relationships with all County offices are essential. This section of the Purchasing Manual is intended to guide users in understanding the roles, responsibilities, and requirements involved in the purchasing process.

### B. Relationship with Vendor's Representative:

**1.** The buyer-seller relationship is one of mutuality. The responsibility for establishing and maintaining a professional relationship between the County and its suppliers lies with the Purchasing Department. For this reason and others, it is imperative that the Purchasing Department be made aware of proposed transactions involving the County.

**2.** It is the responsibility of the Purchasing Department to represent County departments in the purchasing process. This includes the contact normally associated with sales calls. By observing the policies and procedures outlined in this manual, the time of both the County and its suppliers will be maximized.

**3.** Vendor interaction with Purchasing and County Departments

**a)** Vendor representatives may visit the Purchasing Department between the hours of 8:00 a.m. and 5:00 p.m. To ensure availability, it is recommended that vendors schedule an appointment in advance by calling the main phone number listed on the Purchasing Department's webpage.

**b)** All formal communication with vendors should be initiated through the Purchasing Department. If a county department needs to contact a vendor directly, a copy of the correspondence must be provided to the Purchasing Department. Departments may obtain estimated pricing for requisition purposes using vendor catalogs or by requesting informal quotes. However, departments are not authorized to negotiate with or make any commitments to vendors without prior approval from the Purchasing Department.

**c)** All County personnel must avoid both actual and perceived conflicts of interest. Employees shall not accept any favors, gifts, gratuities, or entertainment from vendors or potential vendors that could influence, or appear to influence, their decision-making or impartiality in the procurement process. Please refer to Section I. Brazoria County Code of Ethics for detailed guidance.

## IV. RESPONSIBILITIES:

### A. County Purchasing Director

**1.** The County Purchasing Director is responsible for managing the County's procurement activities in accordance with Texas Local Government Code Chapter 262 and applicable federal regulations. Key responsibilities include:

**a)** Ensuring compliance with all provisions of the Texas Local Government Code Chapter 262, including competitive bidding, contract management, and purchasing authority. For purchases involving federal funds, the County Purchasing Director shall ensure compliance with 2 CFR §§ 200.317 through 200.327 of the Uniform Guidance for Federal Awards and other federal laws and regulations as required.

**b)** Assisting all County departments in meeting their operational needs by facilitating the timely and cost-effective procurement of equipment, supplies, services, and materials.

**c)** Procuring goods and services that meet departmental specifications while securing the best overall value to the County, in accordance with statutory requirements for competitive procurement and evaluation of best value.

**d)** Maintaining current knowledge of available products, services, market conditions, and qualified vendors to support informed and strategic purchasing decisions.

**e)** Reviewing and approving technical specifications submitted by end-user departments to ensure they are clear, non-restrictive, and suitable for competitive solicitation in accordance with state and federal procurement standards.

**f)** Administering and retaining all Certificates of Interested Parties (Form 1295) for contracts that require approval by the Commissioners Court, in compliance with the Texas Ethics Commission rules and transparency requirements under Texas Government Code Chapter 2252.

## B. Responsibilities of the County Department

**1.** Each County department initiating a purchase (the "Requisitioner") is responsible for ensuring that procurement activities are conducted in a manner that promotes efficiency, transparency, and compliance with applicable laws and County policies. Specific responsibilities include:

### a) Advance Planning and Timely Submission

**(1)** Departments shall plan purchases in advance and submit requisitions in a timely manner to allow the Purchasing Department adequate time to conduct a competitive procurement process, select a vendor, issue a purchase order, and ensure timely delivery of goods or services.

### b) Preparation of Specifications

**(1)** Departments are responsible for developing clear, complete, and detailed specifications that accurately describe the goods or services required.

**(2)** Contact Purchasing if you need assistance.

### c) Forecasting Anticipated Needs

**(1)** Departments should strive to provide the Purchasing Department with a forecast of anticipated purchases to support proactive planning and compliance with procurement timelines.

### d) Notification of Unusual Demands

**(1)** Departments shall promptly notify the County Purchasing Director of any abnormal, high-volume, or time-sensitive procurement needs that may impact standard purchasing procedures.

### e) Prohibition on Unauthorized Commitments

**(1)** Departments are not authorized to obligate the County for the purchase of goods or services, unless specifically authorized by Commissioners Court. All procurement commitments must be made through the Purchasing Department in accordance with Texas Local Government Code § 262.011.

**(2)** Departments shall not execute agreements/contracts, or amendments thereof, unless authorized by Commissioners Court.

### f) Avoidance of Improper Procurements

**(1)** Departments shall avoid any procurement actions that are unlawful, unethical, or inconsistent with County policy or applicable procurement statutes.

### g) Provision of Complete Purchase Information

**(1)** Requisitions shall include a clear and complete description of the requested goods or services, enabling the Purchasing Department to process the request accurately. Supporting documentation—such as vendor quotes, Commissioners Court orders (if applicable), cooperative contract references, and other relevant materials—must be attached to the requisition.

**h) Monitoring and Renewal of Contracts**

**(1)** Departments are responsible for monitoring the status of annual contracts and blanket purchase orders. To avoid service interruptions, departments must initiate renewal requests, including any updated specifications or contract requirements—at least ninety (90) days prior to contract expiration.

**(2)** For contracts that do not include renewal options and must be re-solicited, departments are required to provide the Purchasing Department with updated and complete specifications at least two hundred seventy (270) days prior to the contract's expiration. This lead time is necessary to conduct the appropriate competitive procurement process in accordance with state and County purchasing policies.

**i) Vendor Performance Evaluation**

**(1)** Upon completion of a contract, departments shall submit a Vendor Evaluation to assess whether the vendor met the County's needs and performance expectations. The evaluation form is available on the MyBC site under Purchasing → Vendor Evaluation → Respond to this Survey.

## C. General Guidelines

**1.** Departments should be cognizant of budget balances, and plan accordingly.

**2.** Plan purchases to keep "rush" and "emergency" requisitions to a minimum. In most cases, prices for commodities and services are at a premium when a department doesn't allow Purchasing adequate time to explore sources, options, and obtain competitive pricing.

**3.** The Brazoria County Purchasing Department is committed to expediting all purchase requisitions within a reasonable time frame.

**4.** Departments must give the Purchasing Department sufficient time to process all purchase requests. Please note that purchases made through approved purchasing cooperatives or interlocal agreements may follow different procedures. For those, refer to Section XII. COOPERATIVE PURCHASING.

**a) Purchases under $5,000:**

**(1)** Allow **3 to 10 business days** for processing. This provides time for the Purchasing Department to consolidate requests and obtain competitive quotes when appropriate.

**b) Purchases between $5,000 and $25,000:**

**(1)** Allow up to **three (3) weeks** for processing. If a formal contract is required, additional time may be needed for review and negotiations by the Purchasing Department and the District Attorney's Office.

**c) Purchases between $25,000 and $50,000:**

**(1)** Requires **informal written quotes**, with at least **three (3)** quotes solicited when practical by either the Purchasing Department or the user department.

**(2)** Allow **four (4) weeks** for processing. Additional time may be needed for contract review and negotiations by Purchasing and the District Attorney's Office. Quotes may be submitted via email or other electronic methods, including the eProcurement portal.

**d) Purchases between $50,000 and $100,000:**

**(1)** Will require **written quotes**, with a minimum of **three (3)** quotes to be obtained by either the Purchasing Department or the user department.

**(2)** Allow **four (4) weeks** for processing. As with the previous category, additional time may be required for contract review and negotiations. Quotes may be submitted via email or other electronic methods, including the eProcurement portal.

**e) Purchases of $100,000 or more:**

**(1)** Formal bids or proposals are required.

**(2)** Departments should anticipate a turnaround time of four to twelve weeks. However, complex procurements may take up to twelve months. To determine the exact cycle time for a project, departments should contact Purchasing immediately after securing project funding.

**f)** The Purchasing Agent has the authority to deviate from the policy for purchases under $100,000 if it is in the best interests of Brazoria County, if it will facilitate County operations and is within compliance of all local, state, and federal laws.

**NOTE: CYCLE TIME REFERS TO THE TIME BETWEEN WHEN A REQUISITION IS RECEIVED IN PURCHASING AND ASSIGNED TO A BUYER, AND WHEN AN 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 BUYER OR USER DEPARTMENT TO MAKE CORRECTIONS OR ADDITIONS TO THE REQUISITION. CYCLE TIME DOES NOT START UNTIL ALL SPECIFICATIONS ARE PROVIDED. CYCLE TIME DOES NOT INCLUDE WEEKENDS OR COUNTY HOLIDAYS.**

**5.** Departments should ensure that all County employees responsible for making purchases have read and understand the purchasing policies and procedures of Brazoria County.

**6.** Departments must review all purchase requests to ensure they are descriptive and specific but do not prevent competitive bidding of comparable items.

**7.** Since there is no central receiving point, each department is responsible for receiving commodities and services. Departments should make Purchasing aware of a shortage, late delivery, damaged merchandise, or any other problem relating to the vendor's performance within two (2) business days by calling the Purchasing Department. User Department must follow up any report of performance issues with an email to the Purchasing Department.

**8.** Departments should understand and appreciate the nature of public purchasing and compose all purchase requests with the purpose of promoting competitive bidding.

**9.** Purchases will be of a quality suitable for the purpose intended at the least expense to the County.

**10.** Purchases require the use of a requisition from the using department. No purchase order or purchase order number will be issued until a proper requisition is received in the Purchasing Department.

**11.** No County employee or official has the authority to request a purchase of supplies, materials, equipment, or services for his/her own personal use.

**12.** Any commitment to acquire goods or services without an authorized purchase order is prohibited. Anyone authorizing an expenditure of funds for goods or services prior to securing a proper purchase order may be held personally responsible for the payment.

**13.** Using departments may be authorized to issue "P.O. releases" against established contracts or blanket purchase orders.

**14.** Selection of vendor on non-bid purchases rests exclusively with the County Purchasing Department. The County Purchasing Director has neither the duty, power, authority, nor desire to determine if a purchase should be made; their authority extends only to selection of vendor.

**15.** PURCHASE ORDERS MAY NOT BE ISSUED AFTER THE FACT, UNLESS APPROVED BY THE COMMISSIONERS COURT. There are two reasons for this policy:

**a)** The Texas Local Government Code requires the County Purchasing Director to make all purchases not acquired through competitive bidding. Issuing a purchase order after the fact attempts to validate an unauthorized purchase.

**b)** Should the County Purchasing Director issue a purchase order after a county employee has already made the purchase, dual deliveries may result.

**16.** Brazoria County will not be obligated to purchase equipment or accessories that are delivered for use on a trial basis.

## V. KEY PROVISIONS OF THE COUNTY PURCHASING ACT:

### A. Texas Local Government Code §262.011. Purchasing Agents

**1.** The County Purchasing Director 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 a contract for repairs.

**2.** The County Purchasing Director shall supervise all purchases made on competitive bids, and after the Commissioners Court award, shall see that all purchased supplies, materials, and equipment are delivered to the proper county officer or department in accordance with the purchase contract. §262.011(e) Texas Local Government Code.

**3.** A purchase made by the County Purchasing Director shall be paid for by a 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 a warrant for a purchase unless the purchase is made by the County Purchasing Director or on competitive bid as provided by law. §262.011(f) Texas Local Government Code.

**4.** Purchase Orders, or commitments to buy, will be prepared and issued only by the County Purchasing Director or their employees. 262.011(d).

### B. Separate, Sequential, and Component Purchasing – Texas Local Government Code §262.022. Definitions

**1.** The following purchasing actions that are made with the intention of avoiding competitive bidding requirements are in violation of the law: (Texas Local Government Code §262.023). An offense under this subsection is a Class C or B Misdemeanor depending on the type of violation: (see Texas Local Government Code §262.034)

**a)** **COMPONENT PURCHASES:** purchasing an item that would normally have been bid as a whole in a series of component purchases

**b)** **SEPARATE PURCHASES:** purchasing an item in a series of separate purchases that normally would have been purchased in one

**c)** **SEQUENTIAL PURCHASES:** purchases made over a period of time that in normal purchasing practices would be made as one purchase.

### C. Texas Local Government Code §262.0225. Additional Competitive Procedures

**1.** Texas Local Government Code §262.0225(a) In the procedure for competitive bidding under this subchapter, the commissioners court of the county shall provide all bidders with the opportunity to bid on the same items on equal terms and have bids judged according to the same standards as set forth in the specifications.

**2.** Texas Local Government Code §262.0225(b) A county shall receive bids or proposals under this subchapter in a fair and confidential manner.

3. Texas Local Government Code §262.0225(d), a county that complies in good faith with the competitive bidding requirements of Texas Local Government Code §262.0225 and receives no responsive bids for an item, may procure the item under Section 262.0245.

**D. Texas Local Government Code §262.0245.** Competitive Procurement Procedures Adopted by County Purchasing Agents or Commissioners Court. A county purchasing agent or, in a county without a purchasing agent, the commissioners court shall 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.

**E. Criminal Penalties for Violation of the Procurement Act**

**1. Texas Local Government Code §262.011. Purchasing Agents**

**a)** §262.011(m). A person, including an officer, agent, or employee of a county or of a subdivision or department of a county, commits an offense if the person violates this section. An offense under this subsection is a misdemeanor punishable by a fine of not less than $10 or more than $100. Each act in violation of this section is a separate offense.

**b)** §262.011(n). This section applies to all purchases of supplies, materials, and equipment for the use of the county and its officers, including purchases made by officers paid out of fees of office or otherwise, regardless of whether the purchase contract is made by the commissioners' court, or any other officer authorized to bind the county by contract.

**2. Texas Local Government Code §262.023. Competitive Requirements for Certain Purchases**

**a)** §262.023(c) In applying the requirements established by Subsection (a), all separate, sequential, or component purchases of items ordered or purchased, with the intent of avoiding the requirements of this subchapter, from the same supplier by the same county officer, department, or institution are treated as if they are part of a single purchase and of a single contract.

**3. Texas Local Government Code §262.034. Criminal Penalties**

**a)** §262.0234(a) A county officer or employee commits an offense if the officer or employee intentionally or knowingly makes or authorizes separate, sequential, or component purchases to avoid the competitive bidding requirements of Section 262.023. An offense under this subsection is a Class B misdemeanor.

**b)** §262.0234(c) A county officer or employee commits an offense if the officer or employee intentionally or knowingly violates this subchapter, other than by conduct described by Subsection (a). An offense under this subsection is a Class C misdemeanor.

## VI. THE REQUISITION PROCESS:

**A.** Requisitioning is the formal request for a purchase to be made. It is the first step after the need is identified for a good or service.

**B.** The requisition process must include a system of authorizations and safeguards so that improper or illegal purchasing is difficult to initiate and conceal.

**C. TEXAS COUNTIES ARE REQUIRED BY STATUTE TO USE REQUISITIONS**

**1.** The County Auditor may not audit or approve an account for the purchase of supplies or materials without a requisition. (see Texas Local Government Code §113.901).

**D.** To issue a purchase order, a proper requisition must be received in the Purchasing Department.

**E.** The purpose of a requisition is to inform the Purchasing Department of the needs of the requesting department, and to correctly identify the material requested.

**F.** A requisition is required, regardless of the dollar value.

**G.** The requisition must be prepared far enough in advance of the required delivery date to enable the County Purchasing Department to perform their required duties and to allow time for delivery by the vendor.

**H.** The department head or authorized person within the department will prepare the requisition.

**I.** Requisitions should fully describe to the Purchasing Department what to buy, when it is required and where the product is to be delivered or the service that is to be performed. Requisitions must contain the following data:

**1.** Commodity code.

**2.** Requested Delivery date.

**3.** Suggested vendor, address, phone no., fax no., contact name.

**4.** "Ship to" address. (Department street address)

**5.** Funding source. (account number)

**6.** Quantity.

**7.** Estimated unit cost.

**8.** Complete description of item(s), (including model/stock#, color, size) "MISC. SUPPLIES" is not sufficient.

**9.** "Bill to" address.

**10.** Project code (if applicable)

**11.** Unit of measure.

**12.** End User's Name

**13.** Any pertinent information regarding the purchase, such as cooperative contracts, email attachments, quotes, etc. should be included in the header comments of a requisition.

**14.** Requisitioner should identify, via requisition notes, any purchase that is funded by a discretionary fund that a department head or elected official does not wish to be competitively solicited by the Purchasing Department.

**J.** Departments may refer the Purchasing Department to a particular vendor whose product has been used previously and has been found to be satisfactory. The vendor suggested will be given full consideration by the Purchasing Department.

**K.** If a trade-in is involved, requisitions must show the county tag number, serial number, make, model and any other pertinent information of the equipment to be traded.

**L.** Requisitions for services must include a memo or statement of work from the requesting department, providing additional details about the required service when needed.

**M.** Estimated costs may be obtained from vendor catalogs or by obtaining an informal estimate from the vendor. Departments may not negotiate or make commitments to vendors without Purchasing Department permission.

**N.** The following non-biddable purchases do not require formal purchase orders and may be obtained by submitting a check request (bill head) to the Auditors' Office:

**1.** travel related expenses,

**2.** hotel reservations,

**3.** airline tickets,

**4.** meals,

**5.** seminars & training,

**6.** postage,

**7.** professional memberships.

## VII. PURCHASE ORDERS:

### A. The Routine Purchase Order

**1.** The Purchase Order is the seller's authorization to deliver the equipment, materials, supplies, or service specified. All Purchase Orders should be written concisely and clearly to avoid misunderstandings and unnecessary correspondence with vendors. Only after the goods or services have been received and approved by the user department will the vendor be able to issue an invoice for payment.

**2.** The Purchase Order will be issued by the County Purchasing Department only. The department will submit all requisitions to the County Purchasing Department and will NOT enter into negotiations with any vendor for the purchase of equipment, materials, supplies or services except as outlined in the expedited purchase procedure. The Purchasing Department will assign all Purchase Orders to the vendor.

### B. Purchasing Procedures Based on Dollar Thresholds:

**1.** For requisitions under $100,000, the Purchasing Department has unilateral approval authority, with the following guidelines:

**a)** Amounts below $10,000: Informal quotations are at the discretion of the Purchasing Department.

**b)** Amounts between $10,000 and $50,000: Telephone or email price quotations are solicited when practical by the User Department or Purchasing.

**c)** Amounts between $50,000 and $100,000: A minimum of three (3) informal written quotations are required to be obtained by the Purchasing Department or the User Department.

**2.** For purchases exceeding $100,000, a formal, written solicitation process will be used.

**a)** Purchases of $100,000 and above will be procured using the formal solicitation process as described in Local Government Codes 262 and 271. Texas Government Code 2269 will be used for public work contracts. Purchases utilizing Federal funds will comply with the applicable sections of the 2 CFR 200.317 through 200.327 of the Code of Federal Regulations and any applicable requirements as warranted by the awarding agency. See Section XXVII. FEDERALLY FUNDED CONTRACTS – PROCUREMENT STANDARDS AND PROCEDURES.

**C.** The Purchasing Director reserves the right to deviate from the policy for any purchases or under the competitive solicitation threshold, if it is in the best interest of Brazoria County and if it will facilitate specific County operations. If a deviation from the policy is required, the Purchasing Director will authorize the deviation by signing the Purchase Order, thereby giving approval for the purchase.

**D.** Commissioners Court may authorize the Purchasing Director, each fiscal year, to utilize agreements that have been competitively solicitated with Purchasing Cooperatives or other Interlocal agreements per Local Government Codes 262 and 271. See Section XII. COOPERATIVE PURCHASING.

**E. Blanket Purchase Orders and Contract Release Orders**

**1.** The Blanket Purchase Order (sometimes referred to as an open purchase order) is a cost-cutting tool used in purchasing departments throughout Texas and the United States. The Blanket P.O. is used to reduce time, reaction time, effort, and paperwork; it is NOT designed to circumvent the competitive pricing system employed in sound purchasing departments.

**2. Blanket Purchase Orders are appropriate in the following situations:**

**a)** Items that are procured through competitive bid or contract with a pre-determined vendor and price, where quantities required may fluctuate during the contract's duration, which may include a purchase utilizing a cooperative purchasing agreement.

**b)** For Urgently Needed Repair Parts:

**(1)** The County Purchasing Director may establish blanket orders to be used to procure repair parts or other items that are required to prevent work slowdowns, stoppages, service interruptions, hazardous situations or safety-related emergencies. These blanket orders may be used only for the purchase of goods or services necessary to resolve an urgent situation. They may not be used to purchase general goods or services. Any abuse of the use of blanket purchase orders may result in the cancellation of the blanket and the use of individual requisitions. County employees who abuse the use of blanket orders may be held financially responsible for the purchased goods or services.

**c)** As determined by the County Purchasing Director, for specific products or services with established vendors (i.e., UTILITIES, towing services, transmission rebuilds, dealer replacement parts, automobile batteries, etc.).

**d)** For equipment rental when length of period is unknown.

**e)** When a remodeling project is planned and the logical material suppliers are known, the purchase of all required materials at one time would be impractical.

**f)** At the discretion of the Purchasing Department, when to do so would be in the best interest of Brazoria County.

**3. Blanket Purchase Orders are INAPPROPRIATE for the following:**

**a)** Purchase of general supply items, unless on an established contract. These purchases should be requested either as Routine or Expedited.

**b)** "Going Shopping." The taxpayers of Brazoria County deserve the best planning of which we are capable. The rationale that, "I have $200.00 left, and I need a blanket purchase order to XYZ Supply Company to use it up," is contrary to the trust placed in each of us.

**c)** "Just in Case." While it is appropriate to plan for contingencies in certain operational areas, all Blanket Purchase Order requests must be justified based on anticipated usage, historical data, or a documented need for readiness. Unsubstantiated or excessive Blanket Purchase Orders may result in inefficient procurement practices and are strongly discouraged.

**4.** Blanket Purchase Orders must be requisitioned as with any other purchase and must contain information required on all requisitions:

**a)** Commodity code. (future)

**b)** Requested delivery date.

**c)** Suggested vendor, address, phone no., fax no., contact name.

**d)** Ship to address.

**e)** Funding source.

**f)** Quantity.

**g)** Total dollars committed. Only bid items may exceed $25,000.

**h)** Complete description of item(s), (including model/stock#, color, size) "MISC. SUPPLIES" will not be accepted.

**i)** Bill to address.

**j)** Project code. (if applicable)

**k)** Period of time. Expiration date must be within the current fiscal year.

**5.** When a blanket purchase order is issued, the department is responsible for tracking cumulative expenditures to ensure compliance with budget limits and dollar thresholds. Blanket purchase orders **may not exceed $50,000** unless **prior approval is obtained** from the Purchasing Director.

**6.** Contract Release Orders: After the contract award, a user may be directed by the Purchasing Director to procure the contracted goods and services as needed by issuing releases against the contract or Blanket Purchase Order.

## F. Emergency and Rush Purchases

### 1. General

**a)** Emergency and Rush purchases are those needed to avoid interruption in County Services or to protect public health and safety. Purchases made in emergency situations are generally more costly than routine purchases and the County gains no economic benefit from these orders. Costs for commodities and services often increase when there is insufficient time for the Purchasing Department to explore sources, options, and alternatives. Therefore, they must be kept to a minimum. Poor planning, overlooked requirements, or negligence are not true "emergencies."

### 2. Rush Requisitions

**a)** Rush requisitions will be processed within **three (3) business days** to avoid work delays or disruptions.

**b)** While not considered emergencies, rush requisitions are intended to prevent costly delays. They should be used **only when absolutely necessary**, due to the additional time and resources required.

**c)** A **purchase order will not be issued** unless the requisition has been approved.

**d)** All rush requisitions must include a **detailed explanation** of the need and justification for the expedited processing.

**3. Rush Procedures**

**a)** Prepare the requisition normally. You must include a quote(s) and any emails as attachments to the requisition. Include as many details as possible in the header comments of the requisition.

**b)** Notify Purchasing via email or telephone, provide as many details as possible, include any quotes received by vendor(s).

**c)** If emailing, Subject line should read: "**Rush Requisition #_____**". Include quotes as attachments and as many details as possible in the email.

**d)** Obtain necessary approvals by notifying the appropriate approvers for the requisition to expedite the processing time.

**e) No Rush Requisitions will be processed after 3:00 p.m.; unless it is an emergency as defined by Texas Local Government Code 262.**

**4. Emergency Purchases/Requisitions**

**a)** Emergency or exempted purchases may be made without competitive bidding under Texas Statutes (see LGC 262.024 and LGC 271.056). Emergency purchases may also be made upon a disaster declaration and all Purchasing requirements have been suspended during the emergency period. Please refer to Annex M of the Brazoria County Disaster Policy.

**b)** Emergency purchases may be subject to Commissioners Court approval either prior to purchase or a ratification of the purchase. They must meet one of the qualifications for exempt purchases in Section 262.024, or Section 271.056, of the Texas Local Government Code. The true emergency exemptions, as listed in the above statute, are listed below:

**(1)** A purchase made because of a public calamity and the prompt purchase of items is required to provide for the needs of the public or to preserve the property of the County.

**(2)** The item is necessary to preserve or protect the public health or safety of the residents of the County.

**(3)** The item is made necessary by unforeseen damage to public machinery, equipment or other property.

**c)** When emergencies arise and there are no applicable maintenance agreements or blanket P.O.'s in place, please follow the procedures set forth below under "Requisition of Emergency Purchases."

**d)** Some examples of Emergency Purchases are as follows: hurricane/weather disaster, hole in the street, sewer issue, etc. Contact Purchasing if further clarification is needed for an emergency.

**5. Emergency Purchase Requisitions**

**a)** Emergency purchases that occur during regular business hours must be coordinated through the Purchasing Department as follows:

**(1)** The requesting department must **immediately notify the Purchasing Department by phone**, providing all relevant details about the emergency to ensure timely action.

**(2)** At the same time, the department must prepare and submit a requisition through the normal approval process. The requisition should include:

**(a)** Detailed information in the header comments.

**(b)** Supporting documentation such as quotes, emails, or any materials explaining the nature of the emergency.

**(c)** A follow-up **email sent to the Purchasing Director, Assistant Director, and Sourcing Manager** summarizing the emergency. The **subject line must read: "Emergency Requisition #_____."**

**(d)** The department is responsible for notifying any **additional approvers**, such as the Auditor's Office, to avoid processing delays.

**(3) Evening, Weekends and Holidays.** When emergency purchases are necessary outside of normal business hours and purchasing staff are unavailable, follow these procedures:

**(a)** The department head or responsible official may take **immediate action to obtain goods or services necessary to address the emergency**.

**(b)** Whenever possible, limit purchases to only those **items urgently required during the off-hours period**.

**(c)** On the **next business day**, the department must:

**(i)** Notify the Purchasing Department by phone.

**(ii)** Submit a **written follow-up via email** to the Purchasing Director, Assistant Director, and Sourcing Manager. Prepare and submit an **online requisition**, attaching all relevant documentation (invoices, packing slips, receipts, etc.) and including a full description of the emergency and justification for the purchase.

**(iii)** The **Department Head** must also provide **written certification via email** by the next business day (or as soon as possible thereafter), confirming that the purchase met one of the **emergency exemptions under Texas Local Government Code**. This email should follow the same format as noted above.

**b) Declared Emergencies or Public Calamities:**

**(1)** In the event of a declared emergency or public calamity, Brazoria County's Emergency Management Plan, including Annex M – Resource Management, shall serve as the governing policy for all emergency procurement activities.

## VIII. POLICY AND PROCEDURE FOR NONCOMPETITIVE PURCHASES:

**A. Noncompetitive procurements may be used only when one or more of the following circumstances apply:**

**1.** Inadequate competition: If the competitive bidding requirements were followed, but the Purchasing Department received no responsive bids, the Purchasing Department may choose to procure the item under Texas Local Government Code Section 262.0245. See Purchasing Policy Section XVII. COUNTY PROCESS FOR RECEIVING NO RESPONSIVE BIDS/OFFERS for adopted procedures by Commissioners Court on September 13, 2016, Court Order 7.N.20.

**2. Sole source: To be considered a Sole Source, the item must be available from only one source (not provided through distributors or dealers, including: (Local Government Code 262.024(7))**

**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;

**e)** An item available from one source, such as computer operating software enhancements for an existing system and it would be cost prohibitive to replace an entire existing system.

3. **Other examples of potential noncompetitive purchases:**

   **a)** Calamity: A purchase necessary to relieve the necessities of the citizens or to preserve the property of Brazoria County, and the calamity will not permit a delay resulting from competitive solicitation.

   **b)** Health & Safety: The purchase of an item necessary to preserve or protect the public health or safety of the residents of Brazoria County.

   **c)** Food: When the exemption for an item of food is granted by Commissioners Court, the purchasing agent will attempt to solicit at least three informal bids as authorized by the Court. A record of these bids will be maintained for at least one year.

   **d)** Discretionary exemptions: The purchase falls under "discretionary exemptions" pursuant to Texas Local Government Code Section 262.024 or other express exemption under state law.

   **e)** Continuation of an existing contract when work is so closely related to that of the uncompleted basic contract that it would not be feasible to consider another potential contractor.

**B. The following will not be considered acceptable for inclusion in the sole source list by the County:**

1. Services are not included in the statute and must be procured through other appropriate means.
2. A product with a patent that does not change the intent or output of an item, allowing for competition from another manufacturer's product that meets the same intent or output.
3. A product that is marketed through two or more distributors or has two or more outlets for purchasing the item.
4. Regional contracts between a manufacturer and a vendor that limits other vendors from selling the same product to the County.

**C. Sole source purchases require a requisition and purchase order and must be completed in the following manner:**

1. If the requisitioning department determines that the item is a sole source purchase, they must attach a statement to the requisition that only one practical source of supply exists or state the reasons why only one source of supply exists. The requisitioning department must also include a statement explaining why only one particular item or model will fulfill their needs.
2. The requisition is then completed in the normal fashion.
3. If the Purchasing Director determines that the item is a sole source purchase, he/she will sign the justification.
4. All sole source purchases should be approved by the Purchasing Director. The approval should be carried out before a purchase order is issued.
5. When purchases surpass the legal threshold, the requesting department must provide Commissioners Court with a signed justification for sole-source procurement. Subsequently, Commissioners Court must formally approve the sole-source exemption during a public meeting.
6. After the requisition is approved, the purchase order is prepared.

**NOTE: Please see justification for proprietary or noncompetitive purchase form in Exhibit B. This form shall serve as the sole source justification statement that will be submitted to Commissioners Court.**

The requisitioner will send the form to the Purchasing Director for review and approval. The Purchasing Director will present the justification at the next Commissioners Court meeting. The requisitioner shall attend the meeting and be available for any questions from the Court.

**D. Repairs To County Property by a Vendor**

**1.** Bids or quotes may not be required for repairs (to County owned property) that cannot reasonably be defined prior to an actual repair and are less than the statutory amount. Otherwise, the Purchasing Department will obtain quotes.

CAUTION: By definition an internal repair must contain vendor labor and may include parts also.

**2.** To complete an internal repair, the using department should complete a requisition reflecting an estimated cost. Purchasing will issue a repair purchase order. After the repair is complete, the department may need to submit a revised requisition, within (24) hours, to Purchasing, reflecting the actual cost of the repair.

## IX. INVOICES:

**A.** The invoice is an itemized statement of merchandise delivered, or services rendered and is a guide for the County in settling incurred financial obligations. Invoices are based upon purchase orders and, therefore, should contain the same information. Any difference between the invoice and the purchase order should be resolved with the vendor immediately and always before payment.

**1.** Invoices shall be sent to the County Auditor's Office.

**NO PAYMENT EXCEEDING THE COSTS SHOWN ON THE PURCHASE ORDER IS PERMITTED.**

**B. Information an invoice should contain:**

**1.** The purchase order number.

**2.** An itemized list of merchandise received, or services rendered.

**3.** The prices, terms, quantities and other pertinent information on the purchase order.

**4.** Charges for delivery, freight, etc., must be listed separately.

## X. INSPECTING, TESTING, RECEIVING, AND PAYMENT:

**A.** All equipment, materials and supplies received need to be inspected by, or under the supervision of the department head, to determine whether they conform with the specifications set forth in the purchase order or contract. This requirement will be delegated by the department head to personnel qualified to perform such inspections.

**B.** Upon receipt of merchandise, and after inspection and testing, the receiving agent will show, via PeopleSoft, the receipt certifying that specifications were met and requesting payment of the invoice.

**C.** If the receiving department refuses to accept the merchandise because of a failure to meet the specifications, they will immediately contact the Purchasing Department and state their reasons for withholding acceptance. The Purchasing Department will then take immediate action to compel replacement by the vendor, cancel the order, or otherwise take action to supply the department with the needed merchandise.

**D.** If partial shipments are received, the Purchasing Department should be notified immediately. Purchasing can then contact the supplier to determine the reason for the delay and the date of delivery of the balance of the order.

**E.** If an instance arises requiring outside testing laboratories to be utilized, the necessary arrangements will be made by the County Purchasing Director. Payment for testing will normally be made from the requesting department's budget. If the test reveals non-spec materials have been supplied, the vendor will pay for the testing or face possible disqualification from future bidding.

**F.** If an invoice price exceeds the purchase order unit price, the Auditor's office may pay the amount specified on the purchase order unit price and reject the balance. If the unit invoice price is lower than the purchase order unit price, the Auditor may pay the lower price.

**G.** If an overage is received, the overage must either be returned to the vendor, or a requisition must be issued by the end user if the end user wishes to keep the overage.

**H.** Any discrepancy in an invoice should be reported to the Auditor's Office as soon as the information is known to avoid paying for items or services not rendered by a vendor.

**I.** Do not receipt an invoice on a Purchase Order if an item or service has not been received by the user department. Please notify Purchasing and Auditing of the discrepancy.

**J.** All payments by Brazoria County are made in accordance with Chapter 2251 of the Texas Government Code, also known as the Texas Prompt Payment Act.

## XI. CREDIT APPLICATIONS:

**A.** The Purchasing Department will review credit applications for terms and conditions and will submit them to the County Auditor for approval, completion, and signature.

## XII. COOPERATIVE PURCHASING:

**A.** State laws, Texas Local Government Codes 262, 271, and Government Code 791, allow procurement through federal, state, and local governmental agencies as well as cooperative purchasing organizations, also known as Purchasing Cooperatives. Brazoria County belongs to several different Purchasing Cooperatives. These may be used to purchase goods and services for the County, including construction utilizing Job Order Contracting in accordance with Texas Government Code 2269, et al.

**B.** The County can also choose to join another entity with an Interlocal agreement to purchase a commodity or service at a more advantageous price or with better contract terms. This method of purchasing goods and services can provide significant cost savings to the County.

**C.** Commissioners Court may authorize the Purchasing Director to utilize Purchasing Cooperatives or Interlocal agreements each fiscal year, per Texas Local Government Codes 262 and 271.

**D.** The County may enter into an interlocal agreement to utilize other agencies, including an organized Purchasing Cooperative, upon Commissioners Court approval.

**E.** Commodities or services purchased through a cooperative agreement that have been competitively procured by an entity, or a purchasing cooperative organization may exceed the dollar amount for competitive requirements set forth in the State of Texas' Government Codes.

## XIII. THE FORMAL COMPETITIVE SOLICITATION PROCESS: (bids, proposals, and statements of qualifications)

**A.** The County Purchasing Director is the chief coordinator and operator of the formal solicitation system (bids, proposals, and statements of qualifications).

**B. The County Purchasing Director shall:**

**1.** Seek Commissioners Court authorization to advertise for offers, with the responsible department head present should any Court member have questions or comments.

**a)** Any departmental request for submission to Commissioners Court needs to be received in Purchasing two (2) business days prior to the scheduled deadline set by the County Judge's office.

**b)** Departments wishing to advertise a formal solicitation, as determined by the Purchasing Director, must submit a procurement checklist to Purchasing. The procurement checklist must include the funding source and include the approval of the Auditor's office for funding.

**c)** Sole source documentation is required if specifications restrict a product to one supplier or manufacturer.

**2.** Prepare the solicitation package with technical assistance (specification preparation) from the department head responsible.

**3.** Specifications shall be prepared by the requisitioning department. Specifications shall provide for and encourage the maximum amount of competition possible. Specifications should be broad enough to fit at least three (3) different products, if possible. If specifications restrict product to one supplier or manufacturer, a sole source justification must be attached to the specifications by the department.

**4.** When necessary, as requested by the Purchasing Director, submit bid specifications or work statement to Commissioners Court for approval. If the desired product is only available from one (1) vendor or manufacturer, the end user needs to submit a sole source justification along with the specifications.

**5.** Advertise as required by law.

**6.** Distribute and post solicitation packages through electronic-bidding platform.

**7.** Open hard copy and electronic submission bids and offers on the proper date at the indicated time under "Rules Governing Receipt of Electronic Submission of Bids and Offers"

**8.** Prepare analysis of bids. Obtain concurrence of selection from user department head, in writing, via email or other means of written communication.

**9.** Consult with department heads and/or advisory committee and submit recommendations and analysis to Commissioners Court.

**10.** In collaboration with the District Attorney's office, if required, prepare contracts.

**11.** Notify the successful bidder and obtain signed contract, if applicable.

**12.** Advise requesting department head when the above have been completed and prescribe receiving and inspection procedures to be used.

**13.** Issue the purchase order.

**C.** The following methods of procurement for commodities or services above $100,000 are used by the Purchasing Department:

**1.** Sealed Bid (ITB) Process (Over $100,000):

**a)** For purchases exceeding $100,000, Brazoria County uses sealed bids.

**(1)** The Purchasing Department publicly solicits bids via an Invitation to Bid (ITB).

**(2)** The contract is awarded to the lowest, responsive, and responsible bidder.

**(3)** The Purchasing Director oversees the process.

**2.** When Sealed Bids Are Appropriate:

**a)** Sealed bids are used when:

**(1)** Clear and comprehensive specifications exist.

**(2)** Two or more capable vendors can compete.

**(3)** A fixed-price contract is suitable, and price is the primary factor.

**b)** Sealed Bid Procedure Requirements:

**(1)** Solicit bids from enough vendors, allowing adequate response time.

**(2)** Advertise the ITB weekly in a local newspaper, with the first advertisement at least two weeks before bid opening.

**(3)** The ITB must clearly describe the goods or services.

**3.** Bid Submission and Opening:

**a)** Bids are accepted in hard-copy or electronic format, unless the ITB specifies otherwise.

**b)** All bids are opened at the specified time and place, which can be extended by the Commissioners Court.

**c)** Opened bids are public records, available for inspection for one year, and subject to Texas Government Code Chapter 552.

**4.** Contract Award:

**a)** A firm fixed-price contract is awarded in writing to the lowest responsive and responsible bidder.

**b)** Factors like discounts, transportation, and life-cycle costs are considered, as specified in the bidding documents.

**c)** Payment discounts are considered only when the County historically takes advantage of them.

**d)** Safety record of the bidder may be considered in accordance with Local Government Codes 262 and 271, upon approval by Commissioners Court.

**5.** Bid Rejection:

**a)** Any or all bids can be rejected for a sound, documented reason.

**6.** Additional Authority and Requirements:

**a)** The Purchasing Director can extend bid due dates when necessary and in the County's best interest.

**b)** The Commissioners Court must approve all competitive bid contracts before final execution.

## XIV. COMPETITIVE PROPOSALS:

**A.** The competitive proposal method is used for requirements when conditions are not appropriate for sealed bidding. The technique of competitive proposals is normally conducted with more than one source submitting an offer. The competitive proposals process may be undertaken only under the supervision of the Purchasing Director and upon the approval by Commissioners Court, per Texas Local Government Code 262, et al.

**B.** When competitive proposals are deemed appropriate, Brazoria County shall utilize one of three competitive proposal methods: a Request for Proposal ("RFP"), Competitive Sealed Proposals ("CSP") or a Request for Statements of Qualifications ("RFSQ").

**C. Competitive Proposal Types:**

**1.** An RFP is a form of procurement in which both qualifications and price are requested and used as evaluation factors.

**2.** A CSP is a form of procurement used for public works projects in which both qualifications and price may be requested and used as evaluation factors to select a general contractor for the construction, rehabilitation, alteration, or repair of a facility.

3. An RFSQ is a form of procurement in which only technical qualifications are evaluated, and price is not requested nor used as an evaluation factor.

4. In either case, the Purchasing Department shall coordinate and oversee the appointment of a committee responsible for evaluation and negotiation of RFP, CSP and RFSQ responses.

**D. Evaluation Committee:**

1. The Purchasing Department coordinates and oversees the appointment of an evaluation committee responsible for evaluation and negotiation of all types of competitive proposals.

2. Departments recommend members to be appointed to the committee and are approved by Commissioners Court.

3. Members of an evaluation committee shall include at least one person from the Purchasing Office (non-voting, advisory role), at least one person from the using department(s), and one or more persons from other departments or other subject matter experts within the County, if applicable; others may be appointed by Commissioners' Court, as appropriate.

4. The Evaluation Committee members should review the guidelines provided by the Purchasing Department to each member. The guidelines provided will include, but are not limited to: Evaluation Committee Guidance, Disposition Memo, Bonfire Notes Instructions, and the CIS Form (Conflicts of Interest Disclosures).

**E. Competitive Sealed Proposals (CSP) [2]:**

1. When construction services for facility alterations, rehabilitations, or repairs are expected to exceed the competitive procurement threshold, Brazoria County may utilize Competitive Sealed Proposals (CSPs). The Purchasing Department will publicly solicit CSPs and, upon the evaluation committee's recommendation, award the contract to the responsible bidder who offers the best value and highest overall ranking. The Purchasing Director supervises this procedure. If this method is used, the following requirements shall apply:

   **a)** An architect or engineer shall be selected or designated to prepare construction documents for the project.

   **b)** Prior to advertising, the Purchasing Director shall recommend to the Commissioners' Court the most advantageous procurement method if it differs from competitive bidding.

   **c)** The CSP document must include comprehensive construction documents, detailed selection criteria with weighted values, an estimated budget, project scope, the estimated completion date, and any other relevant information for contractor responses.

   **d)** Selection criteria may encompass price, proposer's experience and reputation, quality of goods/services, safety record, proposed personnel, financial capability, and any other specified factors.

   **e)** Price must constitute at least 50% of the total weighted value, unless the Purchasing Director, with Commissioners Court approval, justifies a minimum of 36.9% in the public interest.

   **f)** Public notice of the CSP response submission and opening times must be published weekly for two weeks in a local newspaper.

   **g)** Proposals must be solicited from an adequate number of qualified sources.

   **h)** The county official will publicly open and read aloud the proposers' names and monetary proposals, the committee evaluates and ranks proposals against the published criteria within 45 days.

   **i)** The evaluated and ranked proposals are presented to the Commissioners Court for contract award to the highest ranked, responsible proposer.

[2] As authorized by Texas Government Code 2269 and Texas Local Government Codes 262 and 271.

**j)** Post-award, the Purchasing Director, or their designee, negotiates a contract, with potential scope, time, and price modifications discussed with the selected proposer.

**k)** If negotiations fail, the Purchasing Director ends negotiations and proceeds to the next ranked proposer.

**l)** Brazoria County must publicly disclose evaluations and scores to all proposers within seven business days of contract award

**F. Request for Proposal (RFP):**

**1.** When detailed specifications for sealed bidding are impractical, the Purchasing Director may utilize either the Alternative Multistep Competitive Proposal (Texas Local Government Code 262.0295) or the Alternative Competitive Proposal for Specific Goods/Services (Texas Local Government Code 262.030). This applies to purchases like insurance, high-tech items, landscape maintenance, travel management, and recycling, provided the county official and Commissioners Court deem it in the county's best interest.

**2.** RFPs are generally suitable for acquiring services such as consulting, construction management, estimating, and other specialized or technical services.

**3.** If this method is used, the following requirements shall apply:

**a)** Public notice for the RFP must be made in the same manner as sealed bidding, except that the notice may include a general description of the item to be purchased, instead of the specifications describing the item or a statement of where the specifications may be obtained, and may request the submission of unpriced proposals;

**b)** RFPs shall identify all evaluation criteria and factors for award and their relative importance. Any response to publicized requests for proposals shall be considered to the maximum extent practical;

**c)** Proposals shall be solicited from an adequate number of qualified sources;

**d)** On the date specified in the notice, the county official shall open the proposals and either: (i) for purchases performed under the Alternative Multistep Competitive Proposal procedures of Texas Local Government Code Section 262.0295, within seven days after that date, solicit by mailed request priced proposals from the persons who submitted proposals and who qualified under the criteria stated in the first solicitation; or (ii) for purchases performed under the Alternative Competitive Proposal procedures of Texas Local Government Code Section 262.030, conduct discussions in accordance with the Brazoria County Purchasing Policy, all applicable laws and regulations, and the RFP with responsible offerors who submit proposals determined to be reasonably susceptible of being selected for award;

**e)** Brazoria County shall have a written method for conducting technical evaluations of the proposals received and for selecting recipients;

**f)** For purchases performed under the Alternative Multistep Competitive Proposal procedures of Texas Local Government Code Section 262.0295, within 30 days after the date the unpriced proposals are opened, the county official shall present the priced proposals to Commissioners Court;

**g)** The award of the contract shall be made to the responsible offeror whose proposal is determined to be the lowest and best evaluated offer resulting from negotiation. All proposals that have been submitted shall be available and open for public inspection after the contract is awarded; and

**h)** As provided in the RFP, discussion may be conducted with responsible offerors who submit priced proposals determined to be reasonably susceptible of being selected for award. Offerors must be accorded fair and equal treatment with respect to any opportunity for discussion and revision of proposals, and revisions may be permitted after submission and before award for the purpose of obtaining best and final offers.

**4.** A contract will be awarded to the responsive and responsible offeror whose proposal is most advantageous to Brazoria County and conforms with all the material terms and conditions of the RFP, with price and other factors considered.

**G. Request for Statements of Qualifications (RFSQ) / Qualifications-Based Procurement:**

**1.** When procuring for "professional services", under Texas law, Brazoria County shall conduct its procurements in accordance with the Professional Services Procurement Act.

**2.** Professional services are defined under Texas Government Code Section 2254.002. Under this definition, professional services include, but are not limited to accounting, architecture, landscape architecture, land surveying, professional engineering, or real estate appraising.

**3.** Brazoria County may not select a provider of professional services or a group or association of providers or award a contract for the services listed in Texas Government Code 2254 based on competitive bids submitted for the contract or for the services, but shall make the selection and award:

**a)** Based on demonstrated competence and qualifications to perform the services; and

**b)** For a fair and reasonable price.

**4.** In procuring and contracting for architectural, engineering, or land surveying services, the Purchasing Office shall ensure compliance with Texas Government Code Section 2254.004 and other applicable laws.

**a)** If this method is used, the following requirements shall apply:

**(1)** RFSQs shall be publicized and identify all evaluation criteria and factors for award and their relative importance;

**(2)** Qualifications shall be solicited from an adequate number of qualified sources;

**(3)** Any response to publicized requests for qualifications shall be considered to the maximum extent practical;

**(4)** Brazoria County shall have a written method for conducting technical evaluations of the qualifications received and for selecting recipients; and

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

**5.** Generally, a fixed price, milestone, or cost reimbursement contract (with a not to exceed amount) shall be awarded to the most qualified, responsive, and responsible offeror, subject to negotiation of fair and reasonable compensation.

## XV. RULES GOVERNING RECEIPT OF ELECTRONIC SUBMISSION OF BIDS AND OFFERS:

**A.** Pursuant to Texas Local Government Code 262.011(o) and 262.0235, "Procedures Adopted by County Purchasing Agents for Electronic Bids or Proposals", Brazoria County Commissioners' Court adopted the following rules on August, 8, 2017, Court Order no. 7.I.13, to ensure the identification, security and confidentiality of electronic bids or proposals and to ensure that the electronic bids or proposals remain unopened until the bid opening due date and time.

**B.** Purchasing personnel, who are authorized users of the system, will have a unique log-in username and password.

**C.** Bids and proposals are identified by a bid and or proposal # which is assigned by the Purchasing dept. to a particular project.

**D.** Access to the system by authorized users is logged and tracked in order to record when any user has accessed the system, and what data the user has accessed.

**E.** All data is encrypted during transmission (via 256-bit SSL encrypted connections). The data is also stored in an encrypted state upon arrival to the server.

**F.** All proponent data is sealed until bid/proposal close date and time, preventing Brazoria County personnel from accessing it until the defined due date.

**G.** System clocks are synchronized via the NTP protocol with two or more atomic clocks to ensure exact recording of the due date and time, and the receipt of date and time, of each submission.

**H.** Only the Purchasing Agent, or the agent's designee, with login username and password, may open a bid/proposal and only at the established due date and time.

**I.** Public release of contents shall be in accordance with Texas Government law.

**J.** See Exhibit A "Crosswalk of Procurement Standards for Using an Electronic Platform".

**1.** The purpose of the crosswalk is to ensure that each virtual step in electronic procurement corresponds to specific federal procurement criteria.

## XVI. BEST VALUE PROCUREMENT POLICY:

**A.** Best value procurement is a technique used in a competitive solicitation process which emphasizes life cycle value and permits the evaluation of criteria such as qualifications, experience, operating costs, on-going maintenance, expected life, reliability and other performance data to determine the best overall value of a product or service to an agency. The total life cycle cost of a product or service is assessed, rather than awarding a product or service on low bid alone.

**B.** Chapter 262, section 262.030 of the Texas Local Government Code as well as Chapter 2269, section 2269.055 of the Texas Government Code enables the County the ability to utilize factors other than price in making award determination.

**C. Local Government Code, Chapter 262, Purchasing and Contracting Authorities of Counties:**

**1.** Section 262.030 Alternative Competitive Proposal Procedure for Certain Goods and Services

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

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

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

(c) If provided in the request for proposals, proposals shall be opened so as to avoid disclosure of contents to competing offerors and kept secret during the process of negotiation. All proposals that have been submitted shall be available and open for public inspection after the contract is awarded, except for trade secrets and confidential information contained in the proposals and identified as such.

(d) A county in which a purchasing agent has been appointed under Section 262.011 or employed under Section 262.0115 may use the competitive proposal purchasing method authorized by this section for the purchase of insurance or high technology items. In addition, the method may be used to purchase other items when the county official who makes purchases for the county determines, with the consent of the commissioners' court, that it is in the best interest of the county to make a request for proposals.

(e) As provided in the request for proposals and under rules adopted by the commissioners' court, discussions may be conducted with responsible offerors who submit proposals determined to be reasonably susceptible of being selected for award. Offerors must be accorded fair and equal treatment with respect to any opportunity for discussion and revision of proposals, and revisions may be permitted after submission and before award for the purpose of obtaining best and final offers.

**D.** Texas Government Code, Chapter 2269, Section 2269.055, Contracting and Delivery Procedures for Construction Projects, Criteria to Consider

**(a)** In determining the award of a contract under this chapter, the governmental entity may consider:

**(i)** the price;

**(ii)** the offeror's experience and reputation;

**(iii)** the quality of the offeror's goods or services;

**(iv)** the impact on the ability of the governmental entity to comply with rules relating to historically underutilized businesses;

**(v)** the offeror's safety record;

**(vi)** the offeror's proposed personnel;

**(vii)** whether the offeror's financial capability is appropriate to the size and scope of the project; and

**(viii)** any other relevant factor specifically listed in the request for bids, proposals, or qualifications.

## XVII. COUNTY PROCESS FOR RECEIVING NO RESPONSIVE BIDS/OFFERS:

**A.** Per Section. 262.0245. COMPETITIVE PROCUREMENT PROCEDURES ADOPTED BY COUNTY PURCHASING AGENTS OR COMMISSIONERS COURT. A county purchasing agent or, in a county without a purchasing agent, the Commissioners Court shall adopt procedures that provide guidelines 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.

**1.** The following procedure will be used by the County Purchasing Agent when no responsive bids are received:

**a)** Advertise for formal procurement a second time.

**b)** If no responsive bids are received after two (2) formal procurement attempts, the County Purchasing Agent shall solicit at least three (3) vendors for informal quotes without advertisement. A “no quote” or “no response” from a vendor will count as a solicitation/offer.

**c)** The County Purchasing Agent shall review the quote(s) received and make a recommendation to Commissioners Court for approval to award based on the informal Request for Quote process.

## XVIII. DEBRIEF, PROTEST AND APPEAL PROCEDURES:

**A.** Brazoria County’s procurement process is expected to be fair, open, and transparent. The Brazoria County Purchasing Department will evaluate and resolve disputes regarding the county’s procurement actions through one of the applicable debrief, protest, or appeal procedures. The Purchasing Department will fully consider and promptly judge protests concerning the County’s solicitation procedures, documents, or recommendations for award of a contract. Bidders or offerors shall be advised of these procedures in the solicitation documents. These procedures shall apply to all procurement and contract actions, including sole source awards and awards resulting from formal competitive bidding and competitive proposals procedures.

**B.** Brazoria County’s Debrief, Protest, and Appeal procedures outlined in this document are the sole and exclusive remedy should a dispute arise. A protestor’s failure to timely pursue any applicable remedy in accordance with the procedures constitutes a waiver of any right to further pursue the remedy and is deemed to have exhausted administrative remedies.

**C.** The following definitions are applicable to any Brazoria County Debrief, Protest, and Appeal procedure.

**1.** ”Appeal” means a protestor’s written request for reconsideration of a protest determination made by the Brazoria County Purchasing Department.

**2.** ”Debriefing” means an opportunity for an unsuccessful offeror/respondent on a solicitation to discover any deficiencies or weaknesses in their proposal. It is not an opportunity for an offeror/respondent to renegotiate the terms of their submittal, the County’s solicitation document, nor an opportunity to make a presentation on their submittal, or to criticize the submittals of the competition.

**3.** “Protest” means a written objection by an “interested party” to any of the of the following:

**a)** A solicitation for offers of a contract by Brazoria County for the procurement of commodities or services.
**b)** The cancellation of a solicitation.
**c)** An award or proposed award of a contract.

**4.** “Interested party” means an actual, bidder or respondent or offeror whose direct economic interest would be affected by the award of a contract, or by the failure to award a contract.

**D. Debrief Procedure:**

**1.** Debriefings shall be provided to unsuccessful offerors/respondents upon timely written requests. Debriefings shall contain factual information consistent with the evaluation. Debriefings are not required when the County utilizes the Invitation to Bid (ITB) method of solicitation. However, when a Request for Proposal (RFP) or Competitive Sealed Proposal (CSP) method is used and a contract is awarded on criteria other than price alone, any unsuccessful offeror, upon written request, will be debriefed as soon as possible.

**2.** Debriefing requests must be sent to the Contract Specialist listed in the solicitation. The Contract Specialist must receive the written request for a debriefing within five (5) business days after the Purchasing Department sends notification to unsuccessful offerors to be considered timely.

**3.** Within fifteen (15) business days, a debriefing letter will be sent to requestor via email that will contain the following information:

**a)** criterion on which a solicitation was scored;
**b)** the value of each criteria;
**c)** the names and scores of the other proposers (also available on the County’s Purchasing Department webpage);
**d)** the detailed scoring of offeror for each criterion;
**e)** the offerors strengths and weaknesses
**f)** The following information will not be included a debriefing letter:
**(1)** Comparison of other offers
**(2)** Confidential information or trade secrets of any competitor(s)
**(3)** Other information not releasable under the Freedom of Information Act (FOIA)

**4.** After an offeror receives the debriefing letter, they may schedule an appointment to further discuss any details provided in the letter. Information not provided in the letter will not be available for discussion with the offeror. Appointments to discuss debriefing letters must be made within three (3) business days of the date the letter was sent to offeror.

**E. Protest Procedure:**

**1.** An Interested Party who has submitted an offer, or response, to a solicitation formally advertised by the County may submit a protest to the decision. The protest must be submitted in writing to the assigned Contract Specialist listed in the solicitation document within seven (7) business days after the Purchasing Department sends notification(s) to unsuccessful bidder(s) or offeror(s).

**2.** The date of filing shall be the date of receipt by the Purchasing Department. Failure of a protestor to follow the protest procedures may render the protest untimely or inadequate and may result in the rejection of the protest.

3. All protests lodged by potential or a respondent, or offeror must be made in writing and contain the following information.

   **a)** Name, address and telephone number of the protestor.
   **b)** Identification of the solicitation or contract number, name of solicitation or contract and time.
   **c)** Relationship to the procurement sufficient to establish that the protest is being filed by an interested party, or respondent.
   **d)** A detailed statement of the protest's legal and factual grounds, including copies of relevant documents. The specific law or policy that was violated must be included in the protest.
   **e)** Identification of the issue (s) to be resolved and statement of what relief is requested.
   **f)** Arguments and authorities in support of the protest.
   **g)** Written proof that protest has been filed in a timely manner.

4. If the protest does not comply with any of the preceding requirements, it may not be considered for evaluation and may be returned to the protestor for incompleteness. At the protestor's discretion, a protest may be filed by e-mail to the assigned Contract Specialist and the Administrative Assistant (with original copy by mail) or by certified or registered mail, overnight courier, or hand delivered. The County is not responsible for lost or otherwise delayed deliveries.

5. A protest not filed within the time limits herein may be rejected without consideration or evaluation. Protests may be mailed to: County Purchasing Director, 237 E. Locust, Suite 406, Angleton, Texas 77515.

***Note: Texas Government Code 552.376 CAUSE OF ACTION NOT CREATED. This subchapter does not create a cause of action to contest a bid for or the award of a contract with a governmental body.***

**F. Protest Determinations:**

1. The Purchasing Department shall respond to each issue raised in all timely and properly filed protests. At its discretion, the Purchasing Department may further investigate the protest, obtain additional information, schedule one (1) or more meetings with the protestor and provide an opportunity to resolve the protest by mutual agreement. The Purchasing Department shall make a written determination of the protest within thirty (30) business days from receipt of the protest. The Purchasing Department, in its review of the protest, may determine that:

   **a)** No violation has occurred; or
   **b)** A violation has occurred, and it is necessary to take remedial action.

2. The Purchasing Department may elect to discontinue a solicitation or award of a contract unless a determination is made that proceeding with a solicitation or award of a contract without delay is necessary to protect substantial interests of the County. If the Purchasing Department determines that a violation has occurred after a contract has been awarded, the Purchasing Department shall inform the protestor and other Interested Parties of that determination in writing by e-mail or U.S. postal service. The Purchasing Department shall set forth the reasons for the determination and may set forth any appropriate remedial action, which may include canceling or voiding the contract to the extent allowed by law. Any determination rendered by the Purchasing Department may be appealed to the Brazoria County Commissioners Court.

**G. Appeal Procedure:**

1. If a protestor disagrees with the protest determination made by the Purchasing Department, the protestor may appeal. It is the policy of Brazoria County to consider fully, and judge promptly appeals relating to the County's solicitation procedures, documents, or recommendations for award of a contract.

2. An appeal to the Commissioners Court concerning a protest determination must be filed by an Interested Party within five (5) business days following the date of issuance of the protest determination — not the date the protestor receives the protest determination. Failure of the protestor to appeal the determination of the Purchasing Department within five (5) business days after the date of issuance of the protest determination renders the protest determination the final administrative action of the County on the protest.

3. The appeal must be submitted in writing. If sent by e-mail, the appeal must be submitted to the Purchasing Director and the Administrative Assistant. If submitted by mail, the appeal must be submitted to: County Purchasing Director, 237 E. Locust, Suite 406, Angleton, Texas 77515.

4. If the Purchasing Department receives an appeal after 5:00 p.m. CST, it shall consider the appeal as received on the next business day. If the Purchasing Department receives an appeal after the appeal period ends, the Purchasing Department shall send a written response signed by the Purchasing Director to the Interested Party stating that the appeal is denied because it was not timely. The Purchasing Department shall send this response as soon as reasonably practical.

5. The procedures and time limits in this section are the sole and exclusive remedy of each Interested Party if there is an appeal.

6. Failure of a Protestor to follow the Appeals Procedure may render the Appeal untimely and/or inadequate and may result in rejection of the Appeal.

**H. Content of Appeals:**

1. The Interested Party bears the burden of proof to show that the Purchasing Department's written protest determination is incorrect. The appeal must be based on one or both of the following allegations:

   **a)** New facts or information related to the protest were not available at the time the protest was submitted.
   **b)** The decision of the Purchasing Department was an alleged error of law or regulation and must be specifically stated in the appeal.

**Note: Appeals filed for any other reason will not be considered. An Interested Party is prohibited from stating new reasons for a protest in its appeal**.

**I. Commissioners Court Appearances:**

1. The Purchasing Director shall submit timely and proper appeals to the Commissioners Court with a request that the appeal be placed as an Agenda item. If the Interested Party wishes to appear at Commissioners Court in order to speak at Court, the Interested Party must contact the County Judge's office for instructions on how to appear. However, an appearance at Commissioners Court is not required.

2. Commissioners Court meetings are held at 237 E. Locust St., Angleton, Texas 77515. The Clerk of the Court or another person designated by the presiding member of the Court shall keep the time for speakers. The time limit for court appearances is five (5) minutes. The Purchasing Department will have an opportunity to respond to the Interested Party's protest, with a five (5) minute time limit. Members of the Commissioners Court may ask questions of either party. **Please note this is NOT a judicial proceeding and there is no inherent right to call witnesses.**

3. Those persons who do not conduct themselves in an orderly and appropriate manner will be ordered to leave the meeting and recognition to speak may be refused at subsequent meetings of the Court. Refusal to abide by the Court's order may result in a Contempt of Court Citation.

**J. Appeal Determinations:**

1. The Purchasing Department shall notify the Interested Party of the date, time, and place that the Commissioners Court is to consider the Appeal. Action shall be no later than the third Commissioner Court session held after the Purchasing Department receives the appeal or other reasonable time. Once an appeal is on the Agenda, the Commissioners Court shall consider and take appropriate action on the appeal. At that time, the Commissioners Court shall allow the Interested Party an opportunity to present evidence in support of the appeal. The Purchasing Director may also make a presentation. In evaluating an Appeal, the Commissioners Court shall only review the written Brazoria County Purchasing Policy and Procedure Manual, latest version, the Interested Party's appeal and documents, and the Purchasing Department's materials and determinations. The Commissioners Court shall then determine whether to uphold or overturn the Purchasing Department's protest determination. If it has been determined that a violation has occurred, and it is necessary to overturn the Purchasing Department's determination on a protest, remedial action taken by the Commissioners Court may include:

   **a)** Declaring the contract void;
   **b)** Reversing the award; and/or
   **c)** Re-advertising the purchase using revised specifications.

2. The Purchasing Director shall send the Commissioners Court written decision on the appeal to the Interested Party by email or U.S. postal service. The Commissioners Court decision of the appeal will be the final administrative action of Brazoria County and shall exhaust all administrative remedies available to the Interested Party. No further appeal shall be permitted.

## XIX. BACKGROUND CHECKS AND NON-DISCLOSURE AGREEMENTS:

**A.** Brazoria County may require criminal background checks for contractor and subcontractor personnel who perform work on County property. The County retains the right to determine which projects and areas will require these checks.

**B.** Contractor and subcontractor personnel may also be required to sign Non-Disclosure Agreements. The Brazoria County Purchasing Department will provide the NDA forms, which must be signed and returned within the timeframe specified by the department.

## XX. PRICE ADJUSTMENTS:

**A.** Vendors may request price adjustments only to reflect increases in their actual costs. All such requests will be reviewed by the Purchasing Department, which will evaluate the validity of the request using tools such as the Producer Price Index (PPI), Consumer Price Index (CPI), and other relevant market data to determine whether current conditions justify a price increase.

**B.** If a vendor experiences cost increases due to market conditions, a request for price adjustment must be submitted within thirty (30) days of receiving the County's notice of intent to renew the contract. Price adjustments will only be considered at the time of contract renewal and must be approved in writing by the County. If market conditions later support a price reduction, vendors are expected to reduce pricing on previously escalated items accordingly.

**C.** All requests for price adjustments must be submitted in writing and supported by documentation, such as evidence of increased direct costs from manufacturers. Requests should be addressed to the Brazoria County Purchasing Director at 237 E. Locust, Suite 406, Angleton, Texas 77515, or emailed to the person designated in the intent to renew letter. The vendor's history of honoring original bid or offer pricing will be a key consideration in the County's review. Brazoria County reserves the right to approve or reject any price adjustment request in the County's best interest. If a request is denied, either party may exercise the contract's termination provisions.

## XXI. CONTRACTS:

### A. Contract Procedures:

1. Following a contract award—or in the case of non-solicited or non-awarded purchases such as exemptions, sole source procurements, cooperative contracts, or purchases under the competitive bidding threshold—the user department may be directed by the Purchasing Director to obtain the required goods or services by submitting one of the following: a blanket requisition, a standard requisition (typically used for project-specific needs), or a release against an existing contract. The appropriate method will depend on the nature of the purchase and the structure of the agreement.

2. Depending on the nature and complexity of the contract, the Purchasing Department may coordinate a commencement or "kick-off" meeting. During this meeting, a Notice to Proceed and Purchase Order may be issued. The purpose of the meeting is to formally initiate the contract and clarify the responsibilities of both the vendor and the user department. It ensures that all parties are aligned on the scope of work, performance expectations, and the contract's terms and conditions.

3. To ensure ongoing compliance with contract requirements and to proactively address any issues, the Purchasing Department strongly encourages user departments to maintain regular communication with vendors. Routine meetings help verify that the scope of work and deliverables remain consistent with current contract terms and allow for timely resolution of any deviations or challenges.

**B. Types of Contracts:**

**1.** Brazoria County uses, but is not limited to, the following types of contracts:

**a)** Firm Fixed Price contracts, either "lump sum" or "unit price". These are typically used when there is adequate competition and based on complete product descriptions and clear plans and specifications, usually used for commodities and construction. These can also be described as a "Term Contract".

**b)** Cost Reimbursement is appropriate when it is not feasible to award a fixed price contract. It provides for the payment of allowable incurred costs, to the extent prescribed by the contract. This type of contract establishes an estimate of total cost for the purpose of obligating funds and establishes a ceiling that the contractor may not exceed (except at their own risk) without the approval of Commissioners Court. Brazoria County will only use cost-reimbursement contracts when the following conditions are met:

**(1)** Circumstances do not allow the County to define its requirements sufficiently to allow for a fixed-price contract; or
**(2)** Uncertainties involved in the performance of the contract do not permit costs to be estimated with sufficient accuracy to use any type of fixed-price contract

**c)** Time and Materials contracts are used only when there is no other suitable contract and a ceiling amount, or not to exceed, is approved by Commissioners Court. These contracts must be closely monitored by the user department and/or project manager.

**2.** Brazoria County does not, under any circumstance, use Cost Plus contracts.

**C. Contract Reviews:**

**1.** The Purchasing Director reviews contracts in the event a vendor requires use of their terms and conditions in place of the County's Standard Terms and Conditions, either in a solicitation or the Purchase Order Terms and Conditions.

**2.** Subject to the Purchasing Director's discretion, contracts exceeding a value of $10,000 may be sent to the District Attorney's Office Civil Division for additional review and advisement.

**3.** Contracts will not be entered into without the user department's final approval.

**D. Contract Management:**

**1.** Contract management is the responsibility of the user department. The user department must monitor and document in writing contractor performance/compliance. All documentation of non-compliance should be shared with Purchasing.

**2.** To enforce contractual terms, documentation of specific non-compliance must be available. Specific dates, locations, examples, etc. must be documented.

**3.** The department head or their designee shall perform project management duties.

**4.** Project management duties include monitoring the contractor or vendor to ensure compliance with the specifications, statement of work and terms/conditions of the contract. The project manager should work with the vendor to correct any problems that arise with contractor performance.

**5.** It is imperative to document, in writing, all instances of performance issues and to document communication with the contractor.

**6.** If contractors fail to correct performance issues, the project manager may contact Purchasing to take corrective action, including contract termination.

**E. Change Orders / Contract Modifications:**

**1.** Modifications to contracts may be made, via formal amendment to the contract, due to changes in conditions, scope, duration, cost, or any terms of the contract. For an amendment to be valid, it must be in writing and signed by the signing authority granted by the Commissioners Court. Amendments may need to be approved by Commissioners Court.

**2.** 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, per Texas Local Government Code Section 262.031. However, the total contract price may not be increased unless the cost of the change can be paid from available funds.

**3.** If a change order involves an increase in cost of $50,000 or less, the Commissioners Court may grant general authority to an employee to approve change orders in amount not to exceed $50,000, per Texas Local Government Code Section 262.031(b).

**4.** The original price of a contract may not be increased by more than twenty-five (25%) percent unless the change order is necessary to comply with a federal or state statute, rule, regulation, or enacted judicial decision, adopted, or rendered after the contract was made, according to Texas Local Government Code Section 262.031(b). Additionally, the contract price may not be decreased by eighteen (18%) percent or more without the consent of the contractor.

**F. Change Orders must follow the following procedure:**

**1.** Construction change orders shall be in accordance with Local Government Code and will be limited to those revisions that are due to unforeseen conditions that may come up during the project.

**2.** In the event a change order is needed, a construction change order form will be required to be filled out by the department's project manager and signed by all respective parties such as the project manager, awarded contractor, contracted architect and or engineering firm and Purchasing Director. All project change orders will be incorporated into the contract.

**3.** The project manager or their designee will request the construction change order form from Purchasing.

**a)** The form must include the following information:

**(1)** The project name, number and original award amount.
**(2)** A complete description of the revised work
**(3)** The previous cumulative change order amount
**(4)** Change due from the change order
**(5)** Any changes to the total working days for the contract
**(6)** Line item descriptions, unit, unit price and amount for the change order

***Note: If the project utilizes another change order process, departments will still need to complete a construction change order form.***

**4.** All change orders are subject to the review and approval of Brazoria County's Commissioners Court or the Court's designee. Work shall not proceed, except at the vendor's risk, until the change order is approved, and the contractor is issued an executed change order form.

**5.** Once the change order is approved, the department responsible will submit a requisition in the amount of the change order to the Purchasing Department. The executed change order form will be included as backup to the requisition along with the court order number and date.

**6.** The contractor shall not proceed with the work until they receive the projects revised purchase order.

**G. Contract Amendments / Modifications must follow the following procedure:**

**1.** Purchasing must be contacted as soon as a vendor has notified the user department of a change in terms and conditions, or the price of a contract.

2. Purchasing will draft an amendment, or review a vendor drafted amendment, and advise the department of changes to review with the vendor.

3. When the terms and conditions of the amendment have been agreed upon by both parties (the user department and the vendor), the amendment will either be executed by the Commissioners' Court designee or put forward as an agenda item on Commissioners' Court for approval.

4. If the amendment is approved by Commissioners Court, Purchasing will process the amendment and send to the vendor for signature and then to the County Judge.

5. Upon full execution of the amendment, it will be sent to the user department and included in the appropriate file in Purchasing.

**H. Contract close out:**

1. Purchasing should be notified at the completion of a project so that the file can be updated and appropriately labeled for retention, according to the Texas State Librarian's record retention schedule.

2. Additionally, user departments shall complete the Purchasing Department's Vendor Survey, located on MyBC. Please reach out to Purchasing for the link to the latest survey.

## XXII. ENVIRONMENTAL POLICY:

**A. Purpose:**

1. The purpose of the environmental purchasing policy is to support the purchase of recycled products as well as to recycle County-owned surplus products for reuse when practical and possible. The Purchasing Department recognizes that purchasing recycled products not only reduces waste but can also generate cost savings for the County. The goal of this policy is to encourage the use of recycled products in procurement decisions while still maintaining the ongoing goal of cost savings.

**B. Policy:**

1. While still maintaining maximum cost savings, performance, safety and availability, the Brazoria County Purchasing Department will make efforts to find ways to reuse and recycle surplus, reduce waste and procure recycled products in order to minimize environmental impacts. The Purchasing Department will work with vendors and provide our user departments with information to facilitate their purchase of environmentally friendly products when feasible. Purchases utilizing federal funds will comply with 2 CFR 200.322.

**C. Goals to reduce, reuse and recycle:**

1. Purchase of remanufactured toner and ink cartridges:

**a)** Goal is to purchase 50% of our overall toner spend by purchasing remanufactured toner instead of OEM toner.

**b)** Purchase of remanufactured computer/printer parts.

**c)** Encourage the consolidation of orders and the purchase of bulk items for Brazoria County and with other governmental entities in order to reduce delivery costs and to reduce fuel emissions.

**d)** Contract for scrap metal disposition/recycling

**e)** Purchase recycled landscape supplies such as recycled tire mulch

**f)** Ongoing surplus computer donations to Texas Department of Criminal Justice

**g)** Encourage departments to reuse furniture and office equipment held in surplus in order to avoid purchasing new.

**h)** Hold an annual "office supply swap" between departments. The goal is to have at least one office supply swap per year and to find departments who can use the surplus office supplies not needed by another department. Whatever is left, the Purchasing Department will sell in auction, after court approval.

**i)** Purchase of natural janitorial paper products instead of bleached white paper, as well as the purchase recycled printed business envelopes. The goal is to purchase at least 25% of janitorial paper products as unbleached and to purchase 80% of printed business envelopes as recycled.

**D. Purchasing Preference:**

**1.** Per the Texas Administrative Code, Title 30 Environmental Quality, Part 1 Texas Commission on Environmental Quality, Chapter 328, Subchapter K, Rule § 328.203, regarding Waste Minimization and Recycling, the County is required to give preference to vendors that offer products made from recycled materials. This preference is only given if the products meet the County's specifications of quality and quantity. Preferences will be applied in accordance with state and federal procurement statutes and rules.

**2.** The County relies on vendors to correctly represent the products offered in response to a solicitation and will not be responsible for incorrect information provided by an offeror/vendor. Categories of recycled products and recommended percentages of post-consumer materials and total recovered materials content can be found in the Environmental Protection Agency's Comprehensive Procurement Guidelines here: EPA Procurement Guidelines for Products.

## XXIII. FEDERAL AND HOMELAND SECURITY FUNDS:

**A.** The County Purchasing Department shall verify debarment status of all vendors prior to utilizing Federal and Homeland Security funds, using the EPLS system (https://SAM.gov).

## XXIV. PROCEDURES FOR DOCUMENTATION OF DEBARMENT:

**A.** To ensure a vendor is not debarred, the county purchaser or their agent, or the agent's designee must:

**1.** Search the State of Texas and the System for Award Management (SAM) databases to determine status of the vendor.

**2.** If the vendor is found to be debarred, the vendor may not be used for procurement utilizing federal funds.

**3.** If the vendor is found not to be debarred, print the screen page and retain with procurement documentation.

**4.** 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 State or Federal funding agency, as requested by the agency.

## XXV. COUNTY OWNED ASSETS:

**A.** 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. (See: Section 262.011(j) – Texas Local Government Code)

**B. Responsibility for County Assets**

**1.** County employees are stewards of public property. The buildings, equipment, and furnishings owned by Brazoria County represent a significant taxpayer investment. It is both a best practice and a legal requirement to maintain accurate inventory records for all County assets. Department Heads are responsible for the care and custody of assets assigned to their department.

### C. Annual Inventory Requirements

Pursuant to Texas Local Government Code § 262.011(i), the County Purchasing Agent must file an annual inventory of all County-owned property with the County Auditor by **July 1** of each year.

**1.** Each Department Head has the primary responsibility of safeguarding all of the assets assigned to their department.

**a)** An annual inventory must be conducted to verify all assets in the department's possession.

**b)** By May 31, each department must send verification to Purchasing that their current inventory list is accurate. Any discrepancies must be reported at that time.

**c)** See Exhibit C: Asset Inventory Verification Form

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

**3.** Lost or Stolen Property

**a)** Any lost or stolen property must be immediately reported, in writing, to the Purchasing Director.

**b)** Stolen property must also be reported to the proper law enforcement agency. A copy of the police report must be provided to the Purchasing Department.

**c)** If the asset cannot be located or recovered it may be removed from the department's inventory subject to approval by Commissioners Court.

## XXVI. DISPOSITION OF COUNTY PROPERTY:

**1.** The Purchasing Director 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.

**2.** Assets determined by Commissioners Court, or Purchasing Director, as surplus or salvage may be sent to the Purchasing warehouse for disposal or auction, or other location as determined by the Purchasing Department.

**a)** Assets designated as surplus, or salvage must only be transferred to the Purchasing warehouse by Facilities or Information Systems (for technology items only). Purchasing must approve the receiving of assets into the Purchasing warehouse.

**b)** Prior to asset disposition the using department shall submit a Brazoria County Disposal of County Property form, see Exhibit D. The form shall be signed by the using department head/director prior to disposition of the property and submitted to Commissioners Court for approval for any asset exceeding $2,000.

**3.** 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.

**4.** Methods of Disposition

**a)** Sale by Competitive Bid or Auction

**(1)** Surplus or salvage items may be sold through competitive bidding or public auction. However, this requirement does not apply when the property is being sold to another county or to a political subdivision within Brazoria County.

**b)** Trade-In

**(1)** If deemed to be in the best interest of the County, the Commissioners Court may authorize offering surplus or salvage property as a trade-in toward the purchase of new property of a similar type.

**c)** Destruction or Disposal

**(1)** If the County attempts to sell surplus or salvage property but receives no bids, the Commissioners Court may authorize that the property be destroyed or otherwise disposed of as having no value.

**d)** Donation to other Governmental Entity or Charitable Organization

**(1)** Property may be donated to a nonprofit, civic, or charitable organization located within Brazoria County if the following conditions are met:

**(a)** It is unlikely that a competitive bid or auction would result in any bids or the proceeds would be less than the cost of conducting the sale.

**(b)** The donation is determined to serve a legitimate public purpose.

**(c)** The recipient organization offers sufficient benefit to the County, such as absorbing the cost of transportation or disposal.

**e)** Transfer of Forfeited Gambling Equipment

**(1)** Any gambling equipment forfeited to the state and in the County's possession may be transferred to the Texas Facilities Commission for sale, in accordance with Government Code § 2175.904.

**f)** Recycling of Retired Vehicles

**(1)** Vehicles retired under a County-authorized low-emission program may be crushed and recycled without the need for competitive bidding or auction, when feasible.

**5.** Auction Guidelines

**a)** Disposition of Surplus or Salvage Property through Online Auctioneers

**(1)** Brazoria County contracts with online auctioneers to dispose of surplus or salvage property. Purchasers make payments directly to the auctioneer. The auctioneer then forwards the net proceeds to the Purchasing Department.

**(a)** The Purchasing Department:

**(i)** Reconciles the payment with the items sold
**(ii)** Ensures compliance with the terms of the auction contract
**(iii)** Sends a report to the Auditor's Office with the payment

**(b)** The Auditor's Office:

**(i)** Reviews and verifies the report and payment from the Purchasing Department
**(ii)** Sends the verified check to the Treasurer's Office

**(c)** The Treasurer's Office:

**(i)** Deposits the funds into the appropriate accounts as designated by the Auditor's Office.

**b)** An auction bidder is subject to the online auctioneers' terms and conditions as well as the following guidelines.

**(1)** Preview/Inspection

**(a)** Appointments are required for all preview and inspections. Previews and inspections must be scheduled through the preview/removal representative.

**(b)** Inspection will be for the lot as it sits, lots will not be unpacked for viewing purposes.

**(c)** Vehicle/Equipment Viewing - Upon request, the preview/removal representative will attempt to start the motor operated equipment or vehicle(s) for the potential bidder; however, test-driving is prohibited.

**(2)** Appointments

**(a)** Appointments must be scheduled at least one business day in advance.

**(b)** Separate appointments are required for items in multiple locations.

**(c)** Due to limited warehouse staffing, appointments are scheduled in strict 45-minute intervals. If no one arrives within 15 minutes of the scheduled appointment time, the appointment will be canceled and must be rescheduled.

**(d)** If an invoice is unpaid at the scheduled appointment time, the appointment will be cancelled and will need to be rescheduled.

**(e)** If the entire lot cannot be removed during the scheduled appointment time, the appointment will be cancelled and must be rescheduled.

**(3)** Removal

**(a)** The paid invoice from the auctioneer and valid identification are required to remove the lot(s).

**(b)** The entire lot(s) must be removed at the scheduled appointment time. Loading equipment and assistance will not be provided by the County under any circumstances.

**(c)** The County does not ship or provide transportation or loading services for removal.

**(d)** Onsite repairs are prohibited at the lot location site. Should an item need services, the item will need to be removed from the location site for services.

**(e)** If a third party is sent to remove the lot(s), the Buyer must submit to the preview/removal representative an Authorization of Release, See Exhibit E "Authorization of Release."

**(f)** Vehicles Only – A copy of the original title and a Texas Department of Motor Vehicle form 130-U, Application for Texas Title and/or Registration.

**(g)** Unclaimed Lots

**(i)** If a lot(s) remains after the final removal time, either the auctioneer or the preview/removal representative will attempt to contact the Buyer to remove the unclaimed lot(s).
**(ii)** If after the first attempt, the Buyer has not removed the lot(s), per the auctioneer's terms and conditions, ownership of the lot will revert to the County and the County may dispose or resale the lot(s) at its discretion.
**(iii)** If ownership reverts to the County, the Buyer will not be refunded

## XXVII. PROCUREMENT CARD POLICY AND PROCEDURES:

### A. Introduction

**1.** The Brazoria County Procurement ("P") Card is a credit card issued for official County business. P Cards are intended to streamline procurement and are available for check-out through the Purchasing Department or may be assigned to a department with Commissioners Court approval. Cards are subject to transaction and monthly spending limits.

**2.** Appropriate uses include:

**a)** Emergencies involving public health, safety, or calamity

**b)** Vendor refusal to accept purchase orders

**c)** Vendor credit setup delays

### B. Program Administration

**1.** Program Administrator

**a)** The Purchasing Department shall designate a minimum of three administrators to manage the P Card program.

**b)** Responsibilities include:

**(1)** Managing daily operations

**(2)** Maintaining procedures, forms, and training materials

**(3)** Conducting user training

**(4)** Serving as the primary contact for users

### C. Procurement Card Users

**1.** Card Issuance and Checkout Procedures

**a)** Cards may be assigned to an employee or department or checked out temporarily from Purchasing.

**b)** Cardholders shall sign a Cardholder User Agreement before issuance.

**c)** Temporary users must sign a Temporary Cardholder Agreement with each check-out.

**d)** Use of a card certifies the employee has read and understood the Procurement Card Policy and County Purchasing Policy.

**e)** All forms referenced in this policy, including the Cardholder User Agreement and Missing Receipt Form, are attached as exhibits.

**2.** Authorized Card Use

**a)** Only the named cardholder or authorized temporary user may use the card.

**b)** Card use must be limited to official County business.

**c)** Confirm funding is available in the department’s budget before use.

**d)** Confirm the purchase is within card transaction and monthly limits.

**e)** The maximum allowed per single transaction is $3,500 unless prior written authorization is received from the Purchasing Director.

**f)** Cards must not be used to split purchases to bypass transaction limits.

**g)** Items must be available for immediate pickup or shipment.

**h)** Shipments must be to County addresses only—no home deliveries.

**3.** Tax Exemption

**a)** Brazoria County is tax-exempt. Cardholders and departments must ensure vendors remove tax at the time of purchase.

**b)** If tax is charged in error, the department is responsible for having it removed or refunded.

**c)** Hotel occupancy tax is the only exception.

**d)** Tax exemption forms are available from the Purchasing Department or Auditor's Office.

**4.** Documentation & Reconciliation

**a)** All transactions must be supported by itemized receipts, invoices, or confirmations.

**b)** If a receipt is lost, a Missing Receipt Form must be completed and signed by the user and their supervisor or department head.

**c)** Supporting documentation must be attached to a requisition and submitted for each transaction.

**5.** Lost/Stolen Cards & Fraudulent Charges

**a)** Cardholders must immediately notify the Purchasing Director via telephone if a card is lost, stolen, or if fraudulent charges are suspected

**b)** Follow-up must be done with a detailed email describing the incident.

**D. Unauthorized Use**

**1.** Strictly prohibited purchases include, but are not limited to:

**a)** Consulting/professional service agreements

**b)** Goods/services under County contracts

**c)** Freight charges

**d)** Time and materials or special vendor agreements

**e)** Temporary staffing not under contract

**f)** Tuition, personal expenses, entertainment

**g)** Alcohol, tobacco, fuel (including rental car fuel)

**h)** Gift/prepaid cards or cash equivalents

**i)** Technology purchases without IS and Purchasing approval

**j)** Food/catering unless for an official County event

**k)** Telecommunications unless pre-approved

**l)** Use with military or personal discounts

**2.** Unauthorized purchases must be reimbursed by the cardholder, including administrative fees. Two verified violations in a 12-month period may result in suspension or revocation of privileges. Violations may also lead to disciplinary action, up to and including termination.

**E. Federal & Grant Purchases**

**1.** P Cards may be used for federal micro-purchases (under $15,000) only with written approval from the Purchasing Director.

**2.** Construction-related purchases with federal or grant funds are prohibited.

**3.** Requisitions for federal purchases must include all supporting documentation, which includes the following documents:

**a)** The appropriate required federal clauses form, signed by the vendor.

**b)** A SAM.gov debarment verification document, as well as documentation of compliance with State of Texas Debarment and Divestment Statutes.

**F. Making a Purchase**

**1.** Before completing a purchase:

**a)** Confirm the item/service is not already available within the department

**b)** Ensure the purchase is within limits and complies with County policy

**c)** Confirm the department has budgeted funds for the purchase

**d)** Confirm the vendor accepts the P Card and agrees to honor the tax exemption

**e)** Ensure no sales tax is charged (except hotel occupancy)

**2.** During the purchase:

**a)** Verify shipment is to a County address

**b)** Do not allow vendor to backorder unavailable items

**c)** Retain and submit all documentation (receipt, invoice, packing slip)

**d)** If card is declined, notify the Purchasing Department immediately

**e)** Convenience fees are allowed when charged by another public entity or when no other payment method is available (e.g., PayPal).

**G. Monthly Statement Review**

**1.** At the end of each billing cycle:

**a)** Cardholders may retrieve their monthly statement online

**b)** Reconcile all transactions with receipts and documentation

**c)** Sign and submit the statement to their supervisor for review

**d)** Forward the signed and approved statement to Purchasing

**e)** Purchasing verifies requisitions were entered for each purchase

**f)** Documents are forwarded to the Auditor's Office for payment processing

### H. Special Assignments

**1.** A P Card may be assigned to the Public Information Officer for public communications, including emergency notifications via social media.

### I. Legal Reference

**1.** According to Texas Local Government Code § 262.011(o), individuals authorized by the County Purchasing Agent to use a procurement card are considered assistants to the Purchasing Agent, provided they comply with the policies approved by Commissioners Court.

### J. Questions & Exceptions

**1.** Contact the Procurement Card Administrator for questions.

**2.** Requests for exceptions must be made in writing by the department head and approved by the Purchasing Director.

## XXVIII. FEDERALLY FUNDED CONTRACTS - PROCUREMENT STANDARDS AND PROCEDURES:

### A. General Information

**1.** All departments conducting procurement under federal or grant-funded programs must follow the procedures outlined in this policy. These standards are aligned with 2 CFR Part 200 (Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards) and Brazoria County Purchasing Policies. In addition to procurement thresholds and procedural requirements, all federally funded agreements must include contract language and flow-down clauses required by the funding agency. See Exhibit F for 2 CFR 200.317 through 200.327 and Appendix II.

**a)** Avoiding time and materials contracts unless no other contract is suitable, and a ceiling price is established.

**b)** Verifying the availability of budgeted grant funds before initiating procurement.

**c)** Performing and documenting a suspension and debarment check via SAM.gov for purchases.

**d)** Ensuring compliance with the most current version of 2 CFR Part 200, including revisions published in 2023, which clarified micro-purchase thresholds, simplified acquisition thresholds, and eliminated geographic preference prohibitions.

**e)** For procurements exceeding the simplified acquisition threshold (currently $350,000), a cost or price analysis must be conducted and documented.

**f)** To the maximum extent practicable, departments should utilize small businesses, minority-owned firms, women's business enterprises, and labor surplus area firms in the procurement of goods and services.

**g)** Departments must ensure that all subrecipients and contractors comply with the applicable terms and conditions of the County's grant agreement, during the performance of the work.

**h)** Departments are responsible for including all applicable flow-down provisions in contracts or purchase orders issued under federal funding, as required by the funding agency and federal law.

**i)** Departments should coordinate with the Purchasing Department to ensure that contract templates or solicitations include all necessary federal clauses and flow-downs prior to issuance.

**j)** If the grant funding requires an agreement with the granting agency, it must be presented to court, and the fully executed agreement should be provided to Purchasing prior to the issuance of a contract with a vendor or the issuance of a solicitation.

**B.** When a grant is received by Brazoria County—whether it includes a specified vendor or is developed internally by County staff—the following procurement standards apply to all purchases made with federal or grant funds:

**1. Procurement Thresholds**

**a) Up to $15,000 (Micro-Purchase Threshold):** May be awarded without soliciting competitive quotations if the price is determined to be reasonable. Departments are encouraged to rotate among qualified suppliers.

**b) Over $15,000 up to $100,000:** Requires at least **three written quotes** from qualified vendors.

**c) Over $100,000 (aggregate in a fiscal year):** Requires a **formal competitive solicitation** (such as ITB, RFP, CSP, or RFSQ) managed by the Purchasing Department, per Section XII. The Formal Competitive Solicitation, of the Purchasing Policy. At the discretion of the Purchasing Director, sole source, or cooperative purchases may satisfy the requirements of this section.

***Note: While County policy may require formal procurement at $100,000, the federal simplified acquisition threshold is currently $350,000. Departments must comply with the stricter of the two.***

**2. Vendor Specified by Grantor** If a grant agreement (not developed by County personnel) designates a specific vendor:

**a)** That vendor may only be used if the selection complies with federal procurement standards and Brazoria County's Purchasing Policy.

**b)** A written justification must be included in the grant agreement that outlines the rationale for selecting the vendor (e.g., exclusive rights, sole expertise, or unique capability).

**c)** This situation is treated as a sole source procurement and must be accompanied by a completed Sole Source Justification Form, approved by the Commissioners Court and the Purchasing Department, per the County Purchasing Policy – See Section VIII. Policy and Procedure for Noncompetitive Purchases, before the grant agreement is accepted.

**3. Purchasing Department Approval**

**a)** All grant-related procurements and vendor selections must be reviewed and approved by the Purchasing Department prior to the initiation of any purchases.

**b)** The Purchasing Department will assist in determining the appropriate procurement method and ensure compliance with applicable federal, state, and local laws.

**4. Required Documentation for Purchase Orders -** All requisitions for grant-funded purchases must include the following documentation, as applicable:

**a) Over $15,000:** Attach three written quotes and all required federal clauses signed by the vendor and any necessary forms and information regarding SAM.gov debarment and State of Texas Debarment and Divestment Statutes.

**b) Over $100,000:** Reference the formal solicitation number and method used in the comment section of the requisition/purchase order.

**c) Cooperative Purchases:** Include contract number, lead agency, and contract term in the comment section of the requisition. Additionally, the buyer must create a separate folder for Purchasing that includes a copy of the cooperative

contract and all required due diligence documentation, such as signed federal clauses, proof of advertisement, and any other supporting materials required to demonstrate compliance with the granting agency's funding agreement.

**d)** **Sole Source Purchases:** Attach a completed and signed Sole Source Justification Form. Brazoria County's Purchasing Policy requires that a sole source purchase be used only when the good or service is available from a single source, or only one source can fulfill the requirement due to technical specifications, compatibility, or other critical factors. The justification must clearly state why no other vendors can meet the requirement, how the price was determined to be fair and reasonable, and what market research was conducted. The justification must be reviewed and approved by Commissioners Court and the Purchasing Director prior to any procurement activity.

**e)** **Named Vendor by Grantor:** Include the applicable portion of the grant agreement identifying the vendor and the justification.

**5. Recordkeeping**

**a)** All procurement records must be maintained by the department and made available for review by the Auditor's Office, grantor agency, or other regulatory entity.

**b)** Records include but are not limited to: grant agreement, vendor selection rationale, quotes, solicitations, scoring sheets, evaluation criteria, contracts, SAM.gov verification, and related correspondence.

**c)** Documentation must comply with federal record retention requirements and County recordkeeping policies.

**6. Budget and Funding Verification**

**a)** Prior to initiating any procurement, the department must verify that sufficient funds are available in the approved grant budget.

**b)** Any deviation from the approved grant budget must be coordinated with the grantor and the Auditor's Office if applicable.

**7. Conflict of Interest**

**a)** All County staff involved in the procurement process must adhere to conflict of interest rules per 2 CFR 200.318(c)(1) and the County's Conflict of Interest Policy, see Section II. Conflict of Interest Policy.

**b)** Individuals must not participate in the selection, award, or administration of a contract if they have a real or apparent conflict of interest.

**8. Vendor Performance Exceptions** If a selected or named vendor cannot fulfill the contract:

**a)** The department must notify the Purchasing Department and consult the grantor for guidance on permissible alternatives.

**b)** Any replacement vendor must be procured in compliance with the applicable procurement standard unless the grantor explicitly approves an alternate process in writing.

**C.** These standards are mandatory for all departments involved in federal or grant-funded procurements and are intended to ensure transparency, competition, and compliance with federal and County regulations.

# EXHIBIT A

# CROSSWALK OF PROCUREMENT STANDARDS FOR USING AN ELECTRONIC PLATFORM

# 2 CFR §200.317-§200.327

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| **General Procurement Standards** | ***§318(a):*** The non-Federal entity must use its own documented procurement procedures which reflect applicable State, local, and tribal laws and regulations, provided that the procurements conform to applicable Federal law and the standards identified in this part. | *See Purchasing Policy for Rules Governing Receipt of Electronic Bids and Offers* |
| **Oversight Responsibilities** | ***318(b):*** Non-Federal entities must maintain oversight to ensure that contractors perform in accordance with the terms, conditions, and specifications of their contracts or purchase orders. | *Not applicable* |
| **Conflicts of Interest** | ***318(c)(1):*** The non-Federal entity must maintain written standards of conduct covering conflicts of interest and governing the actions of its employees engaged in the selection, award and administration of contracts. No employee, officer, or agent may participate in the selection, award, or administration of a contract supported by a Federal award if he or she has a real or apparent conflict of interest. Such a conflict of interest would arise when the employee, officer, or agent, | *Evaluation committee members are required to sign a Declaration Conflict of Interest page through the electronic bidding platform. Evaluation committee members are also emailed a memo containing Conflict of Interest Information.*<br>*Committee members will type their name and click "yes" or "no" if they have a Conflict of Interest with one of the vendors they are evaluating. If they click "yes", then the committee member states why there is a conflict of interest and the Purchasing Agent or designee(s) will receive an email with the information. The Purchasing Agent will review to determine if there is a true Conflict of Interest. If there is, then the evaluation committee member is replaced at the discretion of Commissioners Court.* |

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| | any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in or a tangible personal benefit from a firm considered for a contract. The officers, employees, and agents of the non-Federal entity may neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts. However, non-Federal entities may set standards for situations in which the financial interest is not substantial or the gift is an unsolicited item of nominal value. The standards of conduct must provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents of the non-Federal entity. | |
| **Organizational Conflicts of Interest** | ***§318(c)(2):*** If the non-Federal entity has a parent, affiliate, or subsidiary organization that is not a state, local government, or Indian tribe, the non-Federal entity must also maintain written standards of conduct covering organizational conflicts of interest. Organizational conflict of interest means that because of relationships with a parent company, affiliate, or subsidiary organization, the non-Federal entity is unable or appears to be unable to be impartial in conducting a procurement action involving a related organization. | *Not applicable* |

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| **Avoidance of unnecessary or duplicative items.** | ***§318(d):*** The non-Federal entity's procedures must avoid acquisition of unnecessary or duplicative items. Consideration should be given to consolidating or breaking out procurements to obtain a more economical purchase. Where appropriate, an analysis will be made of lease versus purchase alternatives, and any other appropriate analysis to determine the most economical approach. | *Not applicable* |
| **General Procurement Standards; Promotion of Cost-Effective Use of Shared Services** | ***§318(e):*** To foster greater economy and efficiency, and in accordance with efforts to promote cost-effective use of shared services across the Federal Government, the non-Federal entity is encouraged to enter into state and local intergovernmental agreements or inter-entity agreements where appropriate for procurement or use of common or shared goods and services. | *Not applicable* |
| **Use of Federal excess property** | ***§318(f):*** The non-Federal entity is encouraged to use Federal excess and surplus property in lieu of purchasing new equipment and property whenever such use is feasible and reduces project costs. | *Not applicable* |
| **Value Engineering Clause** | ***§318(g):*** The non-Federal entity is encouraged to use value engineering clauses in contracts for construction projects of sufficient size to offer reasonable opportunities for cost reductions. Value engineering is a systematic and creative analysis of each contract item or task to ensure that its | *Not applicable* |

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| | essential function is provided at the overall lower cost. | |
| **Award to Responsible Contractors Only** | ***§318(h):*** The non-Federal entity must award contracts only to responsible contractors possessing the ability to perform successfully under the terms and conditions of a proposed procurement. Consideration will be given to such matters as contractor integrity, compliance with public policy, record of past performance, and financial and technical resources. See also §200.213 Suspension and debarment. | *Not applicable* |
| **Record Maintenance** | ***§318(i):*** The non-Federal entity must maintain records sufficient to detail the history of procurement. These records will include, but are not necessarily limited to the following: rationale for the method of procurement, selection of contract type, contractor selection or rejection, and the basis for the contract price. | *An evaluation matrix detailing contractor selection is produced and saved in the electronic bidding platform.* |
| **Time and Materials Contracts** | ***§318(j)(1):*** The non-Federal entity may use a time and materials type contract only after a determination that no other contract is suitable and if the contract includes a ceiling price that the contractor exceeds at its own risk. Time and materials type contract means a contract whose cost to a non-Federal entity is the sum of:<br>(i) The actual cost of materials; and<br>(ii) Direct labor hours charged at fixed hourly rates that reflect wages, | *Not applicable* |

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| | general and administrative expenses, and profit. | |
| **Ceiling Prices for Time and Materials Contracts** | ***§318(j)(2):*** Since this formula generates an open-ended contract price, a time-and-materials contract provides no positive profit incentive to the contractor for cost control or labor efficiency. Therefore, each contract must set a ceiling price that the contractor exceeds at its own risk. Further, the non-Federal entity awarding such a contract must assert a high degree of oversight in order to obtain reasonable assurance that the contractor is using efficient methods and effective cost controls. | *Not applicable* |
| **Settlement of all contractual and administrative issues** | ***§318(k):*** The non-Federal entity alone must be responsible, in accordance with good administrative practice and sound business judgment, for the settlement of all contractual and administrative issues arising out of procurements. These issues include, but are not limited to, source evaluation, protests, disputes, and claims. These standards do not relieve the non-Federal entity of any contractual responsibilities under its contracts. The Federal awarding agency will not substitute its judgment for that of the non-Federal entity unless the matter is primarily a Federal concern. Violations of law will be referred to the local, state, or Federal authority having proper jurisdiction. | *Not applicable* |
| **Full and Open Competition** | **§319 (a) (b):** (a) All procurement transactions must be conducted in a | |

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| | manner providing full and open competition consistent with the standards of this section. (b) In order to ensure objective contractor performance and eliminate unfair competitive advantage, contractors that develop or draft specifications, requirements, statements of work, or invitations for bids or requests for proposals must be excluded from competing for such procurements. Some of the situations considered to be restrictive of competition include but are not limited to:<br>(1) Placing unreasonable requirements on firms in order for them to qualify to do business;<br>(2) Requiring unnecessary experience and excessive bonding;<br>(3) Noncompetitive pricing practices between firms or between affiliated companies;<br>(4) Noncompetitive contracts to consultants that are on retainer contracts;<br>(5) Organizational conflicts of interest;<br>(6) Specifying only a "brand name" product instead of allowing "an equal" product to be offered and describing the performance or other relevant requirements of the procurement; and<br>(7) Any arbitrary action in the procurement process. | *Full and open competition is provided by electronic bidding platform. All vendors are provided with access to the electronic bidding platform to register for notification of a new solicitation opportunity. There is no cost to the vendor to register or submit a response to a solicitation. The electronic bidding platform information is provided on the County website and in all procurement advertisements.* |
| **Competition** | **§319(c):** The non-Federal entity must conduct procurements in a manner that prohibits the use of statutorily or | *Not applicable* |

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| | 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. Nothing in this section preempts state licensing laws. 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. | |
| **Competition** | **§319(d):** The non-Federal entity must have written procedures for procurement transactions. These procedures must ensure that all solicitations:<br>**(1)** Incorporate a clear and accurate description of the technical requirements for the material, product, or service to be procured. Such description must not, in competitive procurements, contain features which unduly restrict competition. The description may include a statement of the qualitative nature of the material, product or service to be procured and, when necessary, must set forth those minimum essential characteristics and standards to which it must conform if it is to satisfy its intended use. Detailed product specifications should be avoided if at all possible. When it is impractical or uneconomical to make a | *Not applicable* |

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| | clear and accurate description of the technical requirements, a "brand name or equivalent" description may be used as a means to define the performance or other salient requirements of procurement. The specific features of the named brand which must be met by offers must be clearly stated; and<br>**(2)** Identify all requirements which the offerors must fulfill and all other factors to be used in evaluating bids or proposals. | |
| **Competition** | **§319(e):** The non-Federal entity must ensure that all prequalified lists of persons, firms, or products which are used in acquiring goods and services are current and include enough qualified sources to ensure maximum open and free competition. Also, the non-Federal entity must not preclude potential bidders from qualifying during the solicitation period. | *Not applicable* |
| **Competition** | **§318(f): Noncompetitive procurements can only be awarded in accordance with §200.320(c)** | *Not applicable* |
| **Methods of Procurement** | **§320:** The non-Federal entity must have and use documented procurement procedures, consistent with the standards of this section and §§ 200.317, 200.318, and 200.319 for any of the following methods of procurement used for the acquisition of property or services required under a Federal award or sub-award. | *Not applicable* |
| **Methods of Procurement** | **§320(a): Informal procurement methods.** When the value of the | *Not applicable* |

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| | procurement of property or services under a Federal award does not exceed the simplified acquisition threshold (SAT), as defined §200.1, or a lower threshold established by non-Federal entity, formal procurement methods are not required. The non-Federal entity may use informal procurement methods to expedite the completion of its transactions and minimize the associated administrative burden and cost. The informal methods used for procurement of property or services at or below the SAT include: | |
| **Micro-Purchases** | **§320(a)(1): Micro-Purchases –**<br><br>**(i) *Distribution.*** The acquisition of supplies or services, the aggregate dollar amount of which does not exceed the micro-purchase threshold (See the definition of *micro-purchase* in § 200.1). To the maximum extent practicable, the non-Federal entity should distribute micro-purchases equitably among qualified suppliers.<br><br>**(ii) *Micro-purchase awards.*** Micro-purchases may be awarded without soliciting competitive price or rate quotations if the non-Federal entity considers the price to be reasonable based on research, experience, purchase history or other information and documents it files accordingly. Purchase cards can be used for micro- | *Not applicable* |

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| | purchases if procedures are documented and approved by the non-Federal entity.<br><br>**(iii)** ***Micro-purchase thresholds.*** The non-Federal entity is responsible for determining and documenting an appropriate micro-purchase threshold based on internal controls, an evaluation of risk, and its documented procurement procedures. The micro-purchase threshold used by the non-Federal entity must be authorized or not prohibited under State, local, or tribal laws or regulations. Non-Federal entities may establish a threshold higher than the Federal threshold established in the Federal Acquisition Regulations (FAR) in accordance with paragraphs (a)(1)(iv) and (v) of this section.<br><br>**(iv)** ***Non-Federal entity increase to the micro-purchase threshold up to $50,000.*** Non-Federal entities may establish a threshold higher than the micro-purchase threshold identified in the FAR in accordance with the requirements of this section. The non-Federal entity may self-certify a threshold up to $50,000 on an annual basis and must maintain documentation to be made available to the Federal awarding agency and auditors in accordance with § 200.334. The self-certification must include a justification, clear identification of the threshold, and supporting | |

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| | documentation of any of the following:<br>**(A)** A qualification as a low-risk auditee, in accordance with the criteria in § 200.520 for the most recent audit;<br><br>**(B)** An annual internal institutional risk assessment to identify, mitigate, and manage financial risks; or,<br><br>**(C)** For public institutions, a higher threshold consistent with State law.<br><br>**(v)** ***Non-Federal entity increase to the micro-purchase threshold over $50,000.*** Micro-purchase thresholds higher than $50,000 must be approved by the cognizant agency for indirect costs. The non-federal entity must submit a request with the requirements included in paragraph (a)(1)(iv) of this section. The increased threshold is valid until there is a change in status in which the justification was approved. | |
| **Small Purchases** | **§320(a)(2): Small purchases –**<br><br>**(i)** ***Small purchase procedures.*** The acquisition of property or services, the aggregate dollar amount of which is higher than the micro-purchase threshold but does not exceed the simplified acquisition threshold. If small purchase procedures are used, price or rate quotations must be obtained from an adequate number of qualified sources as determined appropriate by the non-Federal entity. | *Not applicable* |

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| | **(ii) *Simplified acquisition thresholds.*** The non-Federal entity is responsible for determining an appropriate simplified acquisition threshold based on internal controls, an evaluation of risk and its documented procurement procedures which must not exceed the threshold established in the FAR. When applicable, a lower simplified acquisition threshold used by the non-Federal entity must be authorized or not prohibited under State, local, or tribal laws or regulations. | |
| **Formal Procurement Methods** | **§320(b): *Formal procurement methods.*** When the value of the procurement for property or services under a Federal financial assistance award exceeds the SAT, or a lower threshold established by a non-Federal entity, formal procurement methods are required. Formal procurement methods require following documented procedures. Formal procurement methods also require public advertising unless a non-competitive procurement can be used in accordance with § 200.319 or paragraph (c) of this section. The following formal methods of procurement are used for procurement of property or services above the simplified acquisition threshold or a value below the simplified acquisition threshold the non-Federal entity determines to be appropriate: | *All formal procurements follow the same procedures as shown below. There are electronic and hard copy options for all formal procurements.* |
| **Sealed Bids** | **§320(b)(1): Sealed bids.** A procurement method in which bids are | *All sealed bids are publicly solicited (advertised) through a combination of electronic procurement platform and traditional protocol. Formal advertising is executed* |

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| | publicly solicited and a firm fixed-price contract (lump sum or unit price) is awarded to the responsible bidder whose bid, conforming with all the material terms and conditions of the invitation for bids, is the lowest in price. The sealed bids method is the preferred method for procuring construction, if the conditions.<br><br>**(i)** In order for sealed bidding to be feasible, the following conditions should be present:<br><br>**(A)** A complete, adequate, and realistic specification or purchase description is available;<br><br>**(B)** Two or more responsible bidders are willing and able to compete effectively for the business; and<br><br>**(C)** The procurement lends itself to a firm fixed price contract and the selection of the successful bidder can be made principally on the basis of price.<br><br>**(ii)** If sealed bids are used, the following requirements apply:<br><br>**(A)** Bids must be solicited from an adequate number of qualified sources, providing them sufficient response time prior to the date set for opening the bids, for local, and tribal governments, | *through electronic bidding platform, newspaper publication and County website. Bidders may submit a sealed offer through the electronic bidding platform or via sealed hard copy offer.* |

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| | the invitation for bids must be publicly advertised;<br><br>**(B)** The invitation for bids, which will include any specifications and pertinent attachments, must define the items or services in order for the bidder to properly respond;<br><br>**(C)** All bids will be opened at the time and place prescribed in the invitation for bids, and for local and tribal governments, the bids must be opened publicly;<br><br>**(D)** A firm fixed price contract award will be made in writing to the lowest responsive and responsible bidder. Where specified in bidding documents, factors such as discounts, transportation cost, and life cycle costs must be considered in determining which bid is lowest. Payment discounts will only be used to determine the low bid when prior experience indicates that such discounts are usually taken advantage of; and<br><br>**(E)** Any or all bids may be rejected if there is a sound documented reason. | |
| **Competitive Proposals** | **§320(b)(2): *Proposals.*** A procurement method in which either a fixed price or cost-reimbursement type contract is awarded. Proposals are generally used when conditions are not appropriate for the use of sealed bids. They are | *Sealed proposals are advertised as shown above.* |

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| | awarded in accordance with the following requirements:<br><br>**(i)** Requests for proposals must be publicized and identify all evaluation factors and their relative importance. Proposals must be solicited from an adequate number of qualified offerors. Any response to publicized requests for proposals must be considered to the maximum extent practical;<br><br>**(ii)** The non-Federal entity must have a written method for conducting technical evaluations of the proposals received and making selections;<br><br>**(iii)** Contracts must be awarded to the responsible offeror whose proposal is most advantageous to the non-Federal entity, with price and other factors considered; and<br><br>**(iv)** The non-Federal entity may use competitive proposal procedures for qualifications-based procurement of architectural/engineering (A/E) professional services whereby offeror's qualifications are evaluated and the most qualified offeror is selected, subject to negotiation of fair and reasonable compensation. The method, where price is not used as a selection factor, can only be used in procurement of A/E professional services. It cannot be used to purchase other types of | |

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| | services though A/E firms that are a potential source to perform the proposed effort. | |
| **Noncompetitive Procurement** | **§320(c):** ***Noncompetitive procurement.*** There are specific circumstances in which noncompetitive procurement can be used. Noncompetitive procurement can only be awarded if one or more of the following circumstances apply:<br><br>**(1)** The acquisition of property or services, the aggregate dollar amount of which does not exceed the micro-purchase threshold (see paragraph (a)(1) of this section);<br><br>**(2)** The item is available only from a single source;<br><br>**(3)** The public exigency or emergency for the requirement will not permit a delay resulting from publicizing a competitive solicitation; (4) The Federal awarding agency or pass-through entity expressly authorizes a noncompetitive procurement in response to a written request from the non-Federal entity; or (5) After solicitation of a number of sources, competition is determined inadequate. | *Not applicable* |
| **Contracting with small and minority businesses, women's business** | **§321(a):** The non-Federal entity must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible. | *Purchasing Department finds minority businesses, women's business enterprises and labor area surplus firms and notifies them of the bidding opportunity through the electronic bidding platform.* |

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| **enterprises, and labor surplus area firms** | | |
| **Contracting with small and minority businesses, women's business enterprises, and labor surplus area firms: Affirmative Steps.** | **§321(b):** Affirmative steps:<br>**(1)** Placing qualified small and minority business enterprises on solicitation lists;<br>**(2)** Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;<br>**(3)** Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;<br>**(4)** Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;<br>**(5)** Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and<br>**(6)** Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in 1-5 of this section. | *See above* |
| **Domestic preferences for procurements.** | **§322(a):** As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest | *Not applicable* |

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| | extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award.<br><br>**(b)** For purposes of this section:<br><br>**(1)** "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.<br><br>**(2)** "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber. | |
| **Procurement of recovered materials.** | **§323:** A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended | *Not applicable* |

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| | by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines. | |
| **Contract Cost and Price.** | **§324 (a):** The non-Federal entity must perform a cost or price analysis in connection with every procurement action in excess of the Simplified Acquisition Threshold including contract modifications. The method and degree of analysis is dependent on the facts surrounding the particular procurement situation, but as a starting point, the non-Federal entity must make independent estimates before receiving bids or proposals. | *Not applicable* |
| **Profit as a separate element of price.** | **§324(b):** The non-Federal entity must negotiate profit as a separate element of the price for each contract in which there is no price competition and in all | *Not applicable* |

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| | cases where cost analysis is performed. To establish a fair and reasonable profit, consideration must be given to the complexity of the work to be performed, the risk borne by the contractor, the contractor's investment, the amount of subcontracting, the quality of its record of past performance, and industry profit rates in the surrounding geographical area for similar work. | |
| **Contract Cost and Price.** | **§324(c):** Costs or prices based on estimated costs for contracts under the Federal award are allowable only to the extent that costs incurred or cost estimates included in negotiated prices would be allowable for the non-Federal entity under Subpart E—Cost Principles of this part. The non-Federal entity may reference its own cost principles that comply with the Federal cost principles. | *Not applicable* |
| **Cost plus percentage of cost.** | **§324(d):** The cost plus a percentage of cost and percentage of construction cost methods of contracting must not be used. | *Not applicable* |
| **Federal Awarding Agency or Pass-Through Entity Review** | **§325(a):** The non-Federal entity must make available, upon request of the Federal awarding agency or pass-through entity, technical specifications on proposed procurements where the Federal awarding agency or pass-through entity believes such review is needed to ensure that the item or service specified is the one being proposed for acquisition. This review generally will take place prior to the time the | *Not applicable* |

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| | specification is incorporated into a solicitation document. However, if the non-Federal entity desires to have the review accomplished after a solicitation has been developed, the Federal awarding agency or pass-through entity may still review the specifications, with such review usually limited to the technical aspects of the proposed purchase. | |
| **Federal Awarding Agency or Pass-Through Entity Review** | **§325(b):** The non-Federal entity must make available upon request, for the Federal awarding agency or pass-through entity pre-procurement review, procurement documents, such as requests for proposals or invitations for bids, or independent cost estimates, when:<br><br>The non-Federal entity's procurement procedures or operation fails to comply with the procurement standards in this part;<br><br>**(1)**The procurement is expected to exceed the Simplified Acquisition Threshold and is to be awarded without competition or only one bid or offer is received in response to a solicitation;<br>**(2)**The procurement, which is expected to exceed the Simplified Acquisition Threshold, specifies a "brand name" product;<br>**(3)**The proposed contract is more than the Simplified Acquisition Threshold and is to be awarded to other than the | *Not applicable* |

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| | apparent low bidder under a sealed bid procurement; or<br>**(4)**A proposed contract modification changes the scope of a contract or increases the contract amount by more than the Simplified Acquisition Threshold. | |
| **Federal Awarding Agency or Pass-Through Entity Review** | **§325(c):** The non-Federal entity is exempt from the pre-procurement review in paragraph (b) of this section if the Federal awarding agency or pass-through entity determines that its procurement systems comply with the standards of this part.<br><br>**(1)** The non-Federal entity may request that its procurement system be reviewed by the Federal awarding agency or pass-through entity to determine whether its system meets these standards in order for its system to be certified. Generally, these reviews must occur where there is continuous high-dollar funding, and third-party contracts are awarded on a regular basis;<br><br>**(2)** The non-Federal entity may self-certify its procurement system. Such self-certification must not limit the Federal awarding agency's right to survey the system. Under a self-certification procedure, the Federal awarding agency may rely on written assurances from the non-Federal entity that it is complying with these | *Not applicable* |

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| | standards. The non-Federal entity must cite specific policies, procedures, regulations, or standards as being in compliance with these requirements and have its system available for review. | |
| **Bonding Requirements** | **§326:** For construction or facility improvement contracts or subcontracts exceeding the Simplified Acquisition Threshold, the Federal awarding agency or pass-through entity may accept the bonding policy and requirements of the non-Federal entity provided that the Federal awarding agency or pass-through entity has made a determination that the Federal interest is adequately protected. If such a determination has not been made, the minimum requirements must be as follows: | *Not applicable* |
| **Bid Guarantees** | **§326(a):** A bid guarantee from each bidder equivalent to five percent of the bid price. The "bid guarantee" must consist of a firm commitment such as a bid bond, certified check, or other negotiable instrument accompanying a bid as assurance that the bidder will, upon acceptance of the bid, execute such contractual documents as may be required within the time specified. | *When required, a copy of the bid bond is required to accompany all electronic bidding responses by the bidder. Before award, the apparent low bidder must supply the original bind bond to the Purchasing Department prior to award.* |
| **Performance Bonds** | **§326(b):** A performance bond on the part of the contractor for 100 percent of the contract price. A "performance bond" is one executed in connection with a contract to secure fulfillment of all the contractor's obligations under such contract. | *Not applicable* |

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| **Payment Bonds** | **§326(c):** A payment bond on the part of the contractor for 100 percent of the contract price. A "payment bond" is one executed in connection with a contract to assure payment as required by law of all persons supplying labor and material in the execution of the work provided for in the contract. | *Not applicable* |
| **Contract Provisions** | **§327:** The non-Federal entity's contracts must contain the applicable provisions described in appendix II to this part. | *Not applicable* |

**JUSTIFICATION FOR PROPRIETARY**
**OR NON-COMPETITIVE PURCHASE**

DATE: _____

TO: Susan Serrano, Purchasing Director

For Presentation to Commissioners Court:

Below is justification for a proprietary or non-competitive purchase pursuant to Texas Local Government Code section 262.024(a)(7)(B):

A. Explanation or the need for the specification, i.e., which part or parts of the stated specification restricts the requisition to one manufacturer or provider:

The Integrated Ballistic Identification System (IBIS®) uses technology that encompasses several patents protected in the United States and throughout the world. As such, manufacturing and servicing these products require access to proprietary and commercially sensitive information that is only accessible to employees of Ultra Electronics Forensic Technology Inc. and its affiliate company Forensic Technology Inc. (hereinafter collectively referred to as Forensic Technology).

Consequently, only Forensic Technology, the exclusive manufacturer of IBIS and Quantum 3D Microscope™ (Q3M), can provide their proprietary products IBIS BRASSTRAX, IBIS BULLETTRAX, IBIS MATCHPOINT, IBIS Data Concentrator, IBIS Correlation Engine, and Q3M, as well as maintenance, upgrades and services, including data migration, moving and training services pertaining thereto.

B. The reason competing products are not satisfactory, i.e., justification for sole source purchase:

Furthermore IBIS, currently in use in the United States under the ATF NIBIN program, is the only technology that has undergone extensive testing and complies with the security standards needed for integration into NIBIN. Other ballistic identification technologies are not compatible with NIBIN.

_____ _____
DEPARTMENT HEAD DATE

_____ _____
PURCHASING DIRECTOR DATE

**BRAZORIA COUNTY**
**ASSET INVENTORY VERIFICATION FORM**

The annual inventory of assets assigned to the department listed below has been conducted in accordance with Brazoria County policies and procedures. This inventory includes physical verification of each asset where applicable. A copy of the inventory report, including all updates and corrections, has been reviewed and is certified as accurate.

By signing below, the Authorized Verifier and Department Head acknowledge responsibility for the accuracy of the inventory and accept accountability for the assets assigned to the department.

**Department Name:** _____

**Authorized Person Who Verified Inventory (Print Name):**
_____

**Signature:** _____

**Date:** _____

**Department Head (Print Name):** _____

**Signature:** _____

**Date:** _____

**FOR PURCHASING DEPARTMENT USE ONLY**

**Date Form Received:** _____

**Processor's Signature:** _____

EXHIBIT D

# BRAZORIA COUNTY
# DISPOSAL OF COUNTY PROPERTY

Date: _____

Department: _____ Dept #: _____ Fund: _____

***TYPE OF ASSET:***

Track Asset ($2,000-$4,999) ____ General Property ____

Capital Asset ($5,000+) ____

***TYPE OF TRANSACTION:***

Disposal via Auction ____ Disposal via Trash____

Disposal via Sale (non-Auction) ____ Non-Profit _____

Entity Name _____ Disposal via Scrap ____

Dollar Amount _____ Scrap Yard _____

Disposal via Trade-In ____

Vendor _____

Dollar Amount _____

***GRANT:*** *(complete if Grant purchased item. Attach all Grant paperwork)*

Grant Name _____

Grant approval to dispose Yes ____ No ____

Comments:_____

_____

_____

Completed By: _____ Date: _____

Department Head _____ Date: _____
Signature

| **Item Description** (year, make, model, color) | **Serial or VIN #** | **Equip #** | **PeopleSoft Asset ID #** | **Condition/Defects** |
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**SEND ORIGINAL TO PURCHASING**
**RETAIN A COPY FOR YOUR RECORDS**

| **Item Description** (year, make, model, color) | **Serial or VIN #** | **Equip #** | **PeopleSoft Asset ID #** | **Condition/Defects** |
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**SEND ORIGINAL TO PURCHASING**
**RETAIN A COPY FOR YOUR RECORDS**

# EXHIBIT E

## Authorization of Release

If Buyer sends a third-party person, transportation service, or moving company to pick up any purchased lot, the Buyer must email this form to the appropriate auction contact person. The form MUST be received 1 business day before the scheduled removal appointment date and time. A copy of both the Buyer's and the third party's driver's license must accompany the form.

The third party MUST have a valid driver's license/ID to remove any purchased items. Buyer is responsible for informing third party of the pick-up schedule noted on the paid receipt.

I,_____(Buyer's name as it appears on paid receipt), hereby authorize the release of the following lots purchased through the online auction:

_____

_____

_____

To be picked up by:

Name:_____

Transport Company: _____Phone Number: _____

Title to Vehicle(s) purchased:
Mailed to Buyer ☐
(If mailing address is different than address listed on paid receipt, please put correct address on bottom of form.)

Released to Third Party ☐

I understand that all items are sold "As Is, Where Is" and without warranty. I acknowledge that once my authorized agent has removed items from the auction site location, the sale is considered final and there will be no refunds of monies previously paid.

Buyer Name (Print): _____

Buyer Signature: _____ Date: _____

Buyer's Phone Number: _____

Buyer's email address: _____

**EXHIBIT F FEDERAL PROCUREMENT STANDARDS 2 CFR 200.317 – 200.327 & APPENDIX II**

**Sections 2 C.F.R. §§ 200.317- 200.327.**
These sections impose requirements for federally funded contracts across a broad range of granting agencies. The County, a non-Federal entity and generally a subrecipient in these grant programs, is subject to these requirements. Sections 200.317 through 200.327 follow:

§ 200.317 Procurements by states.
When procuring property and services under a Federal award, a State must follow the same policies and procedures it uses for procurements from its non-Federal funds. The State will comply with §§ 200.321, 200.322, and 200.323 and ensure that every purchase order or other contract includes any clauses required by § 200.327. All other non-Federal entities, including subrecipients of a State, must follow the procurement standards in §§ 200.318 through 200.327.

2 C.F.R. §200.318. General procurement standards.

(a) The non-Federal entity must have and use documented procurement procedures, consistent with State, local, and tribal laws and regulations and the standards of this section, for the acquisition of property or services required under a Federal award or subaward. The non-Federal entity's documented procurement procedures must conform to the procurement standards identified in §§ 200.317 through 200.327.

(b) Non-Federal entities must maintain oversight to ensure that contractors perform in accordance with the terms, conditions, and specifications of their contracts or purchase orders.

(c)

The non-Federal entity must maintain written standards of conduct covering conflicts of interest and governing the actions of its employees engaged in the selection, award and administration of contracts. No employee, officer, or agent may participate in the selection, award, or administration of a contract supported by a Federal award if he or she has a real or apparent conflict of interest.

Such a conflict of interest would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in or a tangible personal benefit from a firm considered for a contract. The officers, employees, and agents of the non-Federal entity may neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts. However, non-Federal entities may set standards for situations in which the financial interest is not substantial or the gift is an unsolicited item of nominal value. The standards of conduct must provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents of the non-Federal entity.

If the non-Federal entity has a parent, affiliate, or subsidiary organization that is not a state, local government, or Indian tribe, the non-Federal entity must also maintain written standards of conduct covering organizational conflicts of interest. Organizational conflicts of interest means that because of relationships with a parent company, affiliate, or subsidiary organization, the non-Federal entity is unable or appears to be unable to be impartial in conducting a procurement action involving a related organization.

(d) The non-Federal entity's procedures must avoid acquisition of unnecessary or duplicative items. Consideration should be given to consolidating or breaking out procurements to obtain a more economical purchase. Where appropriate, an analysis will be made of lease versus purchase alternatives, and any other appropriate analysis to determine the most economical approach.

(e) To foster greater economy and efficiency, and in accordance with efforts to promote cost-effective use of shared services across the Federal Government, the non-Federal entity is encouraged to enter into state and local intergovernmental agreements or inter-entity agreements where appropriate for procurement or use of common or shared goods and services.
(f) The non-Federal entity is encouraged to use Federal excess and surplus property in lieu of purchasing new equipment and property whenever such use is feasible and reduces project costs.

(g) The non-Federal entity is encouraged to use value engineering clauses in contracts for construction projects of sufficient size to offer reasonable opportunities for cost reductions. Value engineering is a systematic and creative analysis of each contract item or task to ensure that its essential function is provided at the overall lower cost

(h) The non-Federal entity must award contracts only to responsible contractors possessing the ability to perform successfully under the terms and conditions of a proposed procurement. Consideration will be given to such matters as contractor integrity, compliance with public policy, record of past performance, and financial and technical resources. See also § 200.213 Suspension and debarment.

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

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

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

2 C.F.R. § 200.319. Competition.
All procurement transactions for the acquisition of property or services required under a Federal award must be conducted in a manner providing full and open competition consistent with the standards of this section and § 200.320.

In order to ensure objective contractor performance and eliminate unfair competitive advantage, contractors that develop or draft specifications, requirements, statements of work, or invitations for bids or requests for proposals must be excluded from competing for such procurements. Some of the situations considered to be restrictive of competition include but are not limited to:

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

The non-Federal entity must conduct procurements in a manner that prohibits the use of statutorily or administratively imposed state, local, or tribal geographical preferences in the evaluation of bids or proposals, except in those cases where applicable Federal statutes expressly mandate or encourage geographic preference. Nothing in this section preempts state licensing laws. 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.

The non-Federal entity must have written procedures for procurement transactions. These procedures must ensure that all solicitations:
(1) Incorporate a clear and accurate description of the technical requirements for the material, product, or service to be procured. Such description must not, in competitive procurements, contain features which unduly restrict competition. The description may include a statement of the qualitative nature of the material, product or service to be procured and, when necessary, must set forth those minimum essential characteristics and standards to which it must conform if it is to satisfy its intended use. Detailed product specifications should be avoided if at all possible. When it is impractical or uneconomical to make a clear and accurate description of the technical requirements, a "brand name or equivalent" description may be used as a means to define the performance or other salient requirements of procurement the specific features of the named brand which must be met by offers must be clearly stated; and
(2) Identify all requirements which the offerors must fulfill and all other factors to be used in evaluating bids or proposals.

(e) The non-Federal entity must ensure that all prequalified lists of persons, firms, or products which are used in acquiring goods and services are current and include enough qualified sources to ensure maximum open and free competition. Also, the non-Federal entity must not preclude potential bidders from qualifying during the solicitation period.

(f) Noncompetitive procurements can only be awarded in accordance with § 200.320(c).

2 C.F.R. § 200.320. Methods of procurement to be followed.

The non-Federal entity must have and use documented procurement procedures, consistent with the standards of this section and §§ 200.317, 200.318, and 200.319 for any of the following methods of procurement used for the acquisition of property or services required under a Federal award or sub-award.
(a) Informal procurement methods. When the value of the procurement for property or services under a Federal award does not exceed the simplified acquisition threshold (SAT), as defined in § 200.1, or a lower threshold established by a non-Federal entity, formal procurement methods are not required. The non-Federal entity may use informal procurement methods to expedite the completion of its transactions and minimize the associated administrative burden and cost. The informal methods used for procurement of property or services at or below the SAT include:

(1) Micro-purchases -
(i) Distribution. The acquisition of supplies or services, the aggregate dollar amount of which does not exceed the micro-purchase threshold (See the definition of micro-purchase in § 200.1). To the maximum extent practicable, the non-Federal entity should distribute micro-purchases equitably among qualified suppliers.
(ii) Micro-purchase awards. Micro-purchases may be awarded without soliciting competitive price or rate quotations if the non-Federal entity considers the price to be reasonable based on research, experience, purchase history or other information and documents it files accordingly. Purchase cards can be used for micro-purchases if procedures are documented and approved by the non-Federal entity.
(iii) Micro-purchase thresholds. The non-Federal entity is responsible for determining and documenting an appropriate micro-purchase threshold based on internal controls, an evaluation of risk, and its documented procurement procedures. The micro-purchase threshold used by the non-Federal entity must be authorized or not prohibited under State, local, or tribal laws or regulations. Non-Federal entities may establish a threshold higher than the Federal threshold established in the Federal Acquisition Regulations (FAR) in accordance with paragraphs (a)(1)(iv) and (v) of this section.
(iv) Non-Federal entity increase to the micro-purchase threshold up to $50,000. Non-Federal entities may establish a threshold higher than the micro-purchase threshold identified in the FAR in accordance with the requirements of this section. The non-Federal entity may self-certify a threshold up to $50,000 on an annual basis and must maintain documentation to be made available to the Federal awarding agency and auditors in accordance with § 200.334. The self-certification must include a justification, clear identification of the threshold, and supporting documentation of any of the following:
(A) A qualification as a low-risk auditee, in accordance with the criteria in § 200.520 for the most recent audit;
(B) An annual internal institutional risk assessment to identify, mitigate, and manage financial risks; or,

(C) For public institutions, a higher threshold consistent with State law.
(v) Non-Federal entity increase to the micro-purchase threshold over $50,000. Micro-purchase thresholds higher than $50,000 must be approved by the cognizant agency for indirect costs. The non-federal entity must submit a request with the requirements included in paragraph (a)(1)(iv) of this section. The increased threshold is valid until there is a change in status in which the justification was approved.

(2) Small purchases -
(i) Small purchase procedures. The acquisition of property or services, the aggregate dollar amount of which is higher than the micro-purchase threshold but does not exceed the simplified acquisition threshold. If small purchase procedures are used, price or rate quotations must be obtained from an adequate number of qualified sources as determined appropriate by the non-Federal entity.
(ii) Simplified acquisition thresholds. The non-Federal entity is responsible for determining an appropriate simplified acquisition threshold based on internal controls, an evaluation of risk and its documented procurement procedures which must not exceed the threshold established in the FAR. When applicable, a lower simplified acquisition threshold used by the non-Federal entity must be authorized or not prohibited under State, local, or tribal laws or regulations.

(b) Formal procurement methods. When the value of the procurement for property or services under a Federal financial assistance award exceeds the SAT, or a lower threshold established by a non-Federal entity, formal procurement methods are required. Formal procurement methods require following documented procedures. Formal procurement methods also require public advertising unless a non-competitive procurement can be used in accordance with § 200.319 or paragraph (c) of this section. The following formal methods of procurement are used for procurement of property or services above the simplified acquisition threshold or a value below the simplified acquisition threshold the non-Federal entity determines to be appropriate:

(1) Sealed bids. A procurement method in which bids are publicly solicited and a firm fixed-price contract (lump sum or unit price) is awarded to the responsible bidder whose bid, conforming with all the material terms and conditions of the invitation for bids, is the lowest in price. The sealed bids method is the preferred method for procuring construction, if the conditions.
(i) In order for sealed bidding to be feasible, the following conditions should be present:
(A) A complete, adequate, and realistic specification or purchase description is available;
(B) Two or more responsible bidders are willing and able to compete effectively for the business; and
(C) The procurement lends itself to a firm fixed price contract and the selection of the successful bidder can be made principally on the basis of price.
(ii) If sealed bids are used, the following requirements apply:
(A) Bids must be solicited from an adequate number of qualified sources, providing them sufficient response time prior to the date set for opening the bids, for local, and tribal governments, the invitation for bids must be publicly advertised;
(B) The invitation for bids, which will include any specifications and pertinent attachments, must define the items or services in order for the bidder to properly respond;
(C) All bids will be opened at the time and place prescribed in the invitation for bids, and for local and tribal governments, the bids must be opened publicly;
(D) A firm fixed price contract award will be made in writing to the lowest responsive and responsible bidder. Where specified in bidding documents, factors such as discounts, transportation cost, and life cycle costs must be considered in determining which bid is lowest. Payment discounts will only be used to determine the low bid when prior experience indicates that such discounts are usually taken advantage of; and
(E) Any or all bids may be rejected if there is a sound documented reason.
(2) Proposals. A procurement method in which either a fixed price or cost-reimbursement type contract is awarded. Proposals are generally used when conditions are not appropriate for the use of sealed bids. They are awarded in accordance with the following requirements:
(i) Requests for proposals must be publicized and identify all evaluation factors and their relative importance. Proposals must be solicited from an adequate number of qualified offerors. Any response to publicized requests for proposals must be considered to the maximum extent practical;
(ii) The non-Federal entity must have a written method for conducting technical evaluations of the proposals received and making selections;
(iii) Contracts must be awarded to the responsible offeror whose proposal is most advantageous to the non-Federal entity, with price and other factors considered; and

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

(c) Noncompetitive procurement. There are specific circumstances in which noncompetitive procurement can be used. Noncompetitive procurement can only be awarded if one or more of the following circumstances apply:
(1) The acquisition of property or services, the aggregate dollar amount of which does not exceed the micro-purchase threshold (see paragraph (a)(1) of this section);
(2) The item is available only from a single source;
(3) The public exigency or emergency for the requirement will not permit a delay resulting from publicizing a competitive solicitation;
(4) The Federal awarding agency or pass-through entity expressly authorizes a noncompetitive procurement in response to a written request from the non-Federal entity; or
(5) After solicitation of a number of sources, competition is determined inadequate.

2 C.F.R. §200.321. Contracting with small and minority businesses, women's business enterprises, and labor surplus area firms.

(a) The non-Federal entity must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible.

(b) Affirmative steps must include:

Placing qualified small and minority businesses and women's business enterprises on solicitation lists;

Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;

Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;

Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;

(5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and

Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (1) through (5) of this section.

2 C.F.R. §200.322 Domestic preferences for procurements.

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

(b) For purposes of this section:
(1) “Produced in the United States” means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.
(2) “Manufactured products” means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

2 C.F.R. §200.323. Procurement of recovered materials.

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

2 C.F.R. § 200.324. Contract cost and price.

The non-Federal entity must perform a cost or price analysis in connection with every procurement action in excess of the Simplified Acquisition Threshold including contract modifications. The method and degree of analysis is dependent on the facts surrounding the particular procurement situation, but as a starting point, the non-Federal entity must make independent estimates before receiving bids or proposals.

The non-Federal entity must negotiate profit as a separate element of the price for each contract in which there is no price competition and in all cases where cost analysis is performed. To establish a fair and reasonable profit, consideration must be given to the complexity of the work to be performed, the risk borne by the contractor, the contractor's investment, the amount of subcontracting, the quality of its record of past performance, and industry profit rates in the surrounding geographical area for similar work

Costs or prices based on estimated costs for contracts under the Federal award are allowable only to the extent that costs incurred or cost estimates included in negotiated prices would be allowable for the non-Federal entity under Subpart E-Cost Principles of this part. The non-Federal entity may reference its own cost principles that comply with the Federal cost principles.

The cost plus a percentage of cost and percentage of construction cost methods of contracting must not be used.

2 C.F.R. § 200.325. Federal awarding agency or pass-through entity review.

(a) The non-Federal entity must make available, upon request of the Federal awarding agency or pass-through entity, technical specifications on proposed procurements where the Federal awarding agency or pass-through entity believes such review is needed to ensure that the item or service specified is the one being proposed for acquisition. This review generally will take place prior to the time the specification is incorporated into a solicitation document. However, if the non-Federal entity desires to have the review accomplished after a solicitation has been developed, the Federal awarding agency or pass-through entity may still review the specifications, with such review usually limited to the technical aspects of the proposed purchase.

(b) The non-Federal entity must make available upon request, for the Federal awarding agency or pass-through entity pre-procurement review, procurement documents, such as requests for proposals or invitations for bids, or independent cost estimates, when:
(1) The non-Federal entity's procurement procedures or operation fails to comply with the procurement standards in this part;
(2) The procurement is expected to exceed the Simplified Acquisition Threshold and is to be awarded without competition or only one bid or offer is received in response to a solicitation;
(3) The procurement, which is expected to exceed the Simplified Acquisition Threshold, specifies a “brand name” product;
(4) The proposed contract is more than the Simplified Acquisition Threshold and is to be awarded to other than the apparent low bidder under a sealed bid procurement; or
(5) A proposed contract modification changes the scope of a contract or increases the contract amount by more than the Simplified Acquisition Threshold.

(c) The non-Federal entity is exempt from the pre-procurement review in paragraph (b) of this section if the Federal awarding agency or pass-through entity determines that its procurement systems comply with the standards of this part.
(1) The non-Federal entity may request that its procurement system be reviewed by the Federal awarding agency or pass-through entity to determine whether its system meets these standards in order for its system to be certified. Generally, these reviews must occur where there is continuous high-dollar funding, and third-party contracts are awarded on a regular basis;
(2) The non-Federal entity may self-certify its procurement system. Such self-certification must not limit the Federal awarding agency's right to survey the system. Under a self-certification procedure, the Federal awarding agency may rely on written assurances from the non-Federal entity that it is complying with these standards. The non-Federal entity must cite specific policies, procedures, regulations, or standards as being in compliance with these requirements and have its system available for review.

2 C.F.R. § 200.326. Bonding requirements.

For construction or facility improvement contracts or subcontracts exceeding the Simplified Acquisition Threshold, the Federal awarding agency or pass-through entity may accept the bonding policy and requirements of the non-Federal entity provided that the Federal awarding agency or pass-through entity has made a determination that the Federal interest is adequately protected. If such a determination has not been made, the minimum requirements must be as follows:

A bid guarantee from each bidder equivalent to five percent of the bid price. The "bid guarantee" must consist of a firm commitment such as a bid bond, certified check, or other negotiable instrument accompanying a bid as assurance that the bidder will, upon acceptance of the bid, execute such contractual documents as may be required within the time specified.

A performance bond on the part of the contractor for 100 percent of the contract price. A "performance bond" is one executed in connection with a contract to secure fulfillment of all the contractor's requirements under such contract

A payment bond on the part of the contractor for 100 percent of the contract price. A "payment bond" is one executed in connection with a contract to assure payment as required by law of all persons supplying labor and material in the execution of the work provided for in the contract.

2 C.F.R. § 200.327. Contract provisions.

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

**2 C.F.R. Part 200, Appendix II:**

In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non-Federal entity under the Federal award must contain provisions covering the following, as applicable.

(A) Remedies-
Contracts for more than the simplified acquisition threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

The following is included in formal procurement solicitations:

“If the bidder/vendor fails to comply with the terms and conditions of this Agreement, Brazoria County may take one or more of the following actions, as appropriate to the circumstance:
(a) Temporarily withhold payments pending the bidder/vendor commencing in good-faith corrective action to cure the deficiency;
(b) Permanently withhold payments; and/or

(c) Take any and all other remedies that may be legally available.

(B) Termination for Cause and Convenience-
All contracts in excess of $10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.

The following is included in formal procurement solicitations:

Termination with Cause:
“Upon written notice to the Contractor of a defect or breach of this Agreement, Contractor has five (5) business days to cure any defect(s) or breach(es) cited in said notice. If Contractor fails to cure the defect(s) or breach(es) within the five (5) business days allowed, Brazoria County may terminate this Agreement. Nevertheless, Brazoria County reserves the right to provide written notice to the Contractor that this Agreement shall continue if Contractor has in good-faith commenced efforts to cure said defect(s) or breach(es) and Contractor agrees, in writing, to continue to act without undue delay to cure said defect(s) or breach(es).

Termination Without Cause:
This contract may be terminated by either the County or the Contractor at any time, without cause, by providing the other Party at least thirty (30) calendar days’ prior written notice.

(C) Equal Employment Opportunity-
Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

Key Definitions.
(1) Federally Assisted Construction Contract. The regulation at 41 C.F.R. § 60•1.3 defines a "federally assisted construction contract" as any agreement or modification thereof between any applicant and a person for construction work which is paid for in whole or in part with funds obtained from the Government or borrowed on the credit of the Government pursuant to any Federal program involving a grant, contract, loan, insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, or any application or modification thereof approved by the Government for a grant, contract, loan, insurance, or guarantee under which the applicant itself participates in the construction work.
(2) Construction Work. The regulation at 41 C.F.R. § 60-1.3 defines "construction work" as the construction, rehabilitation, alteration, conversion, extension, demolition or repair of buildings, highways, or other changes or improvements to real property, including facilities providing utility services. The term also includes the supervision, inspection, and other onsite functions incidental to the actual construction.

The regulation at 41 C.F.R. Part 60•1.4(b) requires the insertion of the following contract clause:

"During the performance of this contract, the contractor agrees as follows:

The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.

The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(6) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions as may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(7) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the contractor may request the United States to enter into such litigation to protect the interests of the United States."

(D) Davis-Bacon Act and Copeland Anti-Kickback Act-
as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of $2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week.

The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

In contracts subject to the Davis-Bacon Act, the contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Copeland "Anti-Kickback" Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

The regulation at 29 C.F.R. § 5.5(a) does provide the required contract clause that applies to compliance with both the Davis-Bacon and Copeland Acts. In situations where the Davis-Bacon Act does not apply (for example FEMA Public Assistance recipients and subrecipients), the following contract clause is required:

"Compliance with the Copeland "Anti-Kickback" Act.

(1) Contractor. The contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.

(2) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as the FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.

Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12."

(E) Contract Work Hours and Safety Standards Act
Where applicable (see 40 U.S.C. 3701-3708), all contracts awarded by the non-Federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5).

Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week.

The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

The regulation at 29 C.F.R. § 5.5(b) provides the required contract clause concerning compliance with the Contract Work Hours and Safety Standards Act:

"Compliance with the Contract Work Hours and Safety Standards Act"

(1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. I n the event of any violation of the clause set forth in paragraph (1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of $10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

(3) Withholding for unpaid wages and liquidated damages. The [write in the name of the Federal agency or the loan or grant recipient) shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other

federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.

(4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section."

(F) Rights to Inventions Made Under a Contract or Agreement-
If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 [a] and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

(G) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251- 1387) as amended-
Contracts and subgrants of amounts in excess of $150,000 must contain a provision that requires the contractor to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

The following provides sample contract clauses concerning compliance for contracts of amounts in excess of $150,000:

"Clean Air Act"

The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.

The contractor agrees to report each violation to the (name of the state agency or local or Indian tribal government) and understands and agrees that the (name of the state agency or local or Indian tribal government) will, in turn, report each violation as required to assure notification to the (name of recipient), Federal Awarding Agency, and the appropriate Environmental Protection Agency Regional Office.

The contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by the Federal Awarding Agency.
"Federal Water Pollution Control Act"

The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.

The contractor agrees to report each violation to the (name of the state agency or local or Indian tribal government) and understands and agrees that the (name of the state agency or local or Indian tribal government) will, in turn, report each violation as required to assure notification to the (name of recipient), Federal Awarding Agency, and the appropriate Environmental Protection Agency Regional Office.

The contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by the Federal Awarding Agency."

(H) Debarment and Suspension (Executive Orders 12549 and 12689)-
A contract award (see 2 CFR 180.220) must not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement

Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

The following provides a debarment and suspension clause. It incorporates an optional method of assurances that contractors are not excluded or disqualified:

"Suspension and Debarment

(1) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the contractor is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

(2) The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

(3) This certification is a material representation of fact relied upon by (insert name of subrecipient). If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to (name of state agency serving as recipient and name of subrecipient), the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

(4) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions."

(l) Byrd Anti-Lobbying Amendment (31U.S.C. 1352)-
Contractors that apply or bid for an award exceeding $100,000 must file the required certification.

Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

The following provides a Byrd Anti-Lobbying contract clause: "Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended)

Contractors who apply or bid for an award of $100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31U.S.C. §1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient."

Purchasing Department shall require the following to be submitted with each bid or offer exceeding $100,000.00:

CERTIFICATION REGARDING LOBBYING

Certifications for Contracts, Grants, Loans, And Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL "Disclosure Form to Report Lobbying," in accordance with its instructions.

The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed within this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

_____

Signature/Authorized Certifying Official

_____

Typed Name and Title

_____

Applicant / Organization

_____

Date Signed

(J) Procurement of Recovered Materials-

A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, Pub. L. No. 89-272 (1965)
(codified as amended by the Resource Conservation and Recovery Act at 42 U.S.C. § 6962). See 2 C.F.R. Part 200, Appendix II, 1f ); 2 C.F.R. § 200.322; PDAT Supplement, Chapter V, 1f 7.

The requirements of Section 6002 include procuring only items designated in guidelines of the EPA at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired by the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

The following provides the clause that a state agency or agency of a political subdivision of a state and its contractors can include in contracts meeting the above contract thresholds:

(1) In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA designated items unless the product cannot be acquired-

(i) Competitively within a timeframe providing for compliance with the contract performance schedule;
(ii) Meeting contract performance requirements; or
(iii) At a reasonable price.

(2) Information about this requirement, along with the list of EPA designate items, is available at EPA's Comprehensive Procurement Guidelines

(K) 2 C.F.R. § 200.216 Prohibition on certain telecommunications and video surveillance services or equipment.

(a) Recipients and subrecipients are prohibited from obligating or expending loan or grant funds to:
(1) Procure or obtain;
(2) Extend or renew a contract to procure or obtain; or
(3) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).
(i) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).
(ii) Telecommunications or video surveillance services provided by such entities or using such equipment.
(iii) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

(b) In implementing the prohibition under Public Law 115-232, section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained.
(c) See Public Law 115-232, section 889 for additional information.
(d) See also § 200.471.

(L) 2 C.F.R. § 200.322 Domestic preferences for procurements.

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

(b) For purposes of this section:
(1) “Produced in the United States” means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.
(2) “Manufactured products” means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

Additional FEMA Requirements
(Note: These may also pertain to other funding sources. Purchasing Department will check with the applicable funding agency to see which of the following may apply or if there are other applicable requirements of the funding agency which shall be included in the contract requirements):

a. The Uniform Rules authorize FEMA to require additional provisions for nonfederal entity contracts. FEMA, pursuant to this authority, requires or recommends the following:

b. Changes. To be eligible for FEMA assistance under the non-Federal entity's FEMA grant or cooperative agreement, the cost of the change, modification, change order, or constructive change must be allowable, allocable, within the scope of its grant or cooperative agreement, and reasonable for the completion of project scope. FEMA recommends, therefore, that a non-Federal entity include a changes clause in its contract that describes how, if at all, changes can be made by either party to alter the method, price, or schedule of the work without breaching the contract The language of the clause may differ depending on the nature of the contract and the end-item procured.

c. Access to Records. All non-Federal entities must place into their contracts a provision that all contractors and their successors, transferees, assignees, and subcontractors acknowledge and agree to comply with applicable provisions governing Department and FEMA access to records, accounts, documents, information, facilities, and staff. See DHS Standard Terms and Conditions, v 3.0, 1f XXVI (2013).

d. The following provides a contract clause regarding access to records:
Access to Records. The following access to records requirements apply to this contract:

(1) The contractor agrees to provide (insert name of state agency or local or Indian tribal government), (insert name of recipient), the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.

(2) The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
(3) The contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract."

DHS Seal, Logo, and Flags

a. All non-Federal entities must place in their contracts a provision that a contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval. See DHS Standard Terms and Conditions, v 3.0, 1f XXV (2013).
b. The following provides a contract clause regarding DHS Seal, Logo, and Flags: "The contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval."

Compliance with Federal Law, Regulations, and Executive Orders

a. All non-Federal entities must place into their contracts an acknowledgement that FEMA financial assistance will be used to fund the contract along with the requirement that the contractor will comply with all applicable federal law, regulations, executive orders, and FEMA policies, procedures, and directives.

b. The following provides a contract clause regarding Compliance with Federal Law, Regulations, and Executive Orders: "This is an acknowledgement that FEMA financial assistance will be used to fund the contract only. The contractor will comply will all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives."

No Obligation by Federal Government

a. The non-Federal entity must include a provision in its contract that states that the Federal Government is not a party to the contract and is not subject to any obligations or liabilities to the non- Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.
b. The following provides a contract clause regarding no obligation by the Federal Government: "The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract."

Program Fraud and False or Fraudulent Statements or Related Acts

a. The non-Federal entity must include a provision in its contract that the contractor acknowledges that 31U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to its actions pertaining to the contract.

b. The following provides a contract clause regarding Fraud and False or Fraudulent or Related Acts: "The contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the contractor's actions pertaining to this contract."

Energy Conservation 42 U.S.C. 6321 et seq./49 CFR Part 18

The following provides a contract clause regarding Energy Conservation:
“The contractor agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.”

Appendix II to Part 200—Contract Provisions for Non-Federal Entity Contracts Under Federal Awards

In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the nonFederal entity under the Federal award must contain provisions covering the following, as applicable. This content is from the eCFR and is authoritative but unofficial.
(A) Contracts for more than the simplified acquisition threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.
(B) All contracts in excess of $10,000 must address termination for cause and for convenience by the nonFederal entity including the manner by which it will be effected and the basis for settlement.
(C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of “federally assisted construction contract” in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 CFR part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”
(D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of $2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the revailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor

or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The nonFederal entity must report all suspected or reported violations to the Federal awarding agency.

(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of funding agreement" under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

(G) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of $150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

(H) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

(I) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding 100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

(J) See § 200.323.

(K) See § 200.216.

(L) See § 200.322.

EXHIBIT G




You are being entrusted with a Brazoria County Procurement ("P") Card.

The card may be revoked at any time without your permission. **Your signature below indicates that you have read and will comply with all of the terms of this agreement.**

1. I have read and will follow the Brazoria County Purchasing Policy/Procurement Card Procedures.
2. Use of the card for personal charges will be considered misappropriation of Brazoria County funds and may result in termination of employment.
3. I agree that should I violate the terms of this Agreement and use the Procurement Card for personal use or gain, that **I will reimburse Brazoria County** for all incurred charges and any fees related to the collection of those charges.
4. The Procurement Card is issued/checked out in my name. I will not allow any other person to use the card without a letter of authorization signed by me. I understand that I am considered responsible for any and all charges against the card.
5. The Procurement Card is County property.
6. **If the card is lost or stolen, I will immediately notify the Brazoria County Purchasing Director at 979-864-1825.**
7. I agree to surrender the Procurement Card immediately upon termination of employment, whether for retirement, voluntary, or involuntary reasons.

| _____ | _____ | _____ |
|---|---|---|
| NAME OF CARDHOLDER | Last 6 ofCard Account Number | Date |

Cardholder Signature:_____

EXHIBIT H

**PURCHASING DEPARTMENT**

Brazoria County Courthouse Campus
Administration Building
237 E. Locust Street, Suite 406
Angleton, TX 77515

**SUSAN P. SERRANO, CPPO, CPPB**
Purchasing Director

# TEMPORARY CARDHOLDER USER AGREEMENT
## For Employee One-Time Use

You are being entrusted with a Brazoria County Procurement ("P") Card.

## Card Inscription: _____

*Credit Card # (last 6 digits):* _____ *(exp _____)*
*Credit Limit:* _____
*Single Use Limit:* _____

Your signature below indicates that you have read and will comply with all the terms of this agreement.

1. I have been given the Brazoria County Purchasing Policy/Procurement Card Procedures and will read and follow all the policies and instructions associated with this card.
2. Use of the card for personal charges will be considered misappropriation of Brazoria County funds and may result in termination of employment.
3. I agree that should I violate the terms of this agreement and use the Purchase Card for personal use or gain, that I will reimburse Brazoria County for all incurred charges and any fees related to the collection of those charges.
4. I will not allow any other person to use the card. I understand that I am considered responsible for any and all charges against this card.
5. The Purchase Card is County Property.
6. If the card is lost or stolen, I will immediately notify the Brazoria County Purchasing Director at 979-864-1825.
7. I will provide all merchants with the appropriate Brazoria County Tax Exempt Form at the time of purchase, for the purchase to be tax exempt. Brazoria County is only exempt from "sales tax." We are not exempt from other hotel taxes.
8. I will return the Purchase Card to Purchasing within the same day it is checked out or on the next business day after I return from travel.

_____ _____
Signature of Cardholder Date

EXHIBIT I

# Brazoria County Purchase Card Missing Receipt Form

When a receipt is lost, or otherwise unavailable, and all measures to obtain a copy have been exhausted, a completed Missing Receipt Form must be sent to the PCard Administrator/Purchasing. It should be signed by the employee and the employee's supervisor and submitted with all other monthly receipts and documentation.

**I am missing a receipt for:** _____

**I incurred this expense at:** _____ on: _____ for: _____

Name Date Expense Amount

**The receipt was (check applicable):**

☐ Lost ☐ Never Received ☐ Other _____

**The form of payment I used (check applicable):**

☐ Procurement card

**Business Purpose of Transaction:**

_____

**Person(s) involved (if expense is related to travel or entertainment):**

_____

I understand that a Missing Receipt Form should be used on rare occasions and may not be used on a routine basis. I further understand that excessive use of a Missing Receipt Form may revoke the privilege of providing a declaration in lieu of a receipt.

I certify that the amount shown on the Purchase Card Statement is the amount I actually paid.

_____ _____

Employee Signature Supervisor Signature

_____ _____

Employee Name (Printed) Supervisor Name (Printed)

_____ _____

Date Date