



PURCHASING POLICY MANUAL

Effective May 1, 2026

Purchasing Department
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Williamson County
Purchasing Department

Purchasing Policy Manual

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PURPOSE

The Williamson County Purchasing Policy Manual is designed to be a general guideline for Williamson County officials, employees, and suppliers addressing purchasing requirements and general operating procedures. This guide will benefit those individuals participating in the purchasing process for commodities, services, maintenance, professional services and construction.

The guidance provided herein aligns with local, state and federal laws and the policies set forth by the Williamson County Commissioners Court. All references to Federal, or State of Texas statutes, and Williamson County Policies in this document refer to the statutes and policies as they exist at the time of publication of this Purchasing Policy Manual and may be amended as needed. If an amendment is not made to this document applicable laws and statutes prevail.

This document is not all inclusive of every purchasing scenario. Purchasing Department staff are available to provide guidance on purchasing compliance as needed.

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1. INTRODUCTION

The Williamson County Purchasing Department serves to acquire goods and services essential to the operation of Williamson County government for the best value possible in compliance with the Texas Local Government Code and the policies set forth by the Commissioners Court. The Purchasing Agent has delegated authority to manage the purchasing process for the County.

It is the duty of the Purchasing Department to facilitate the purchase of supplies, equipment, and services to County departments and elected officials at the best possible price for Williamson County taxpayers. These tasks are accomplished by standardization and competitive bidding.

In addition to the solicitation of formal sealed bids, requests for proposals, requests for competitive sealed proposals, requests for statements of qualifications, and quotations, the Purchasing Department is responsible for the following:

- Requisition and Purchase Order Review and Processing
- Countywide Purchasing Permissions Oversight
- Formal Solicitation Management
- Goods and Services Contract Administration
- Cooperative Purchasing Agreement Coordination
- Interlocal Purchasing Agreement Coordination
- P-Card Program Management
- Annual Physical Inventory of Fixed Assets
- Surplus Property Disposition

The Purchasing Department also assists in maintaining internal controls to align with administrative services throughout the County. Although this document cannot capture each and every purchasing scenario, it is the guideline for procurement at Williamson County. This policy is approved by the Commissioners Court and shall be updated periodically as the need arises.

The Purchasing Department is located at 100 Wilco Way, Suite P101, Georgetown, TX.

Purchasing Agent

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1.1 Statutory Authority and Responsibilities of the Purchasing Agent

It is the statutory responsibility of the Purchasing Agent to purchase all supplies, materials, and equipment required for County operations, and contract for repairs of property utilized by the County. The Purchasing Agent shall supervise all purchases and goods and services contracts for the County.

Applicable statutes govern county purchasing procedures, including interpretations by Texas Courts, and are the ultimate authority on the validity of purchasing procedures.

Statutes include, but are not limited to:

- The County Purchasing Act, Texas Local Government Code §262
- Texas Local Government Code §263
- Texas Local Government Code §271
- Texas Government Code §2253
- Professional Services Procurement Act, Texas Government Code §2254
- Texas Government Code §2269
- Texas Government Code §2251
- Texas Tax Code §151.309

Grant funded purchases may be subject to additional State and Federal laws and guidelines.

Professional services procurements are subject to Texas Government Code §2254 and the Professional Services Procurement Procedure put forth by the County Auditor's office.

Statutory authority allows the Purchasing Agent to:

- Select and recommend the type of solicitation to be used to the Commissioners Court;
- Utilize an electronic signature system for contracts; and
- Delegate purchasing activities to Purchasing Department staff.

1.2 Goals and Objectives

Williamson County is dedicated to maintaining an efficient, accurate, and cost-effective purchasing process. Good management practices require assistance from each Elected Official, Department Head and County Employee for the process to be successful.

This includes proper planning and timely submission of purchase requests, so the process can be facilitated smoothly and at the lowest cost possible. Through our processes we strive to serve the County taxpayers by ensuring fair and equitable treatment of everyone who interacts with the County's procurement process.

In its purchasing practices, Williamson County will consider:

- Price of the product or service;
- Quality and Reliability of the product or service;
- Goods and services meet specifications;
- Delivery terms; and
- Vendor performance.

1.3 Hybrid Platform

Williamson County’s purchasing platform is a hybrid, meaning that departments submit their annual budgeting requests and make purchasing decisions on a day-to-day basis but with the Purchasing Department’s compliance and process oversight. This business structure also requires that departments are responsible for determining and authoring their required specifications for a purchase, project, or consultant solicitations while Purchasing manages the solicitation process according to purchasing law and policy. Some purchases require a formal solicitation, vetting, and evaluation. The growth of the County organization has also given rise to the need for various countywide contracts.

1.4 Procurement in the Budget Cycle

Procurement during a fiscal year begins after the Commissioners Court has approved the budget. Budget approval allocates funds to a department but does not mean vendor, supplier, or contract approval. Competitive sourcing shall be conducted as per policy after budget approval.

2. CODE OF ETHICS

Public employment is a position of trust for the benefit of the County. Public employees must discharge their duties impartially to assure fair competitive access to governmental procurement by responsible contractors. Moreover, employees should conduct themselves in such a manner as to foster public confidence in the integrity of the Williamson County procurement process.

To achieve this purpose, it is essential that those doing business with Williamson County also observe the ethical standards outlined herein.

2.1 General Ethical Standards

The Williamson County Purchasing Department believes that the following ethical principles must govern the conduct of every person who is involved in the purchase of commodities, services, maintenance, professional services, and construction on behalf of the Williamson County taxpayers. This code of ethics aligns with the Code of Ethics of the National Institute of Governmental Purchasing recognized nationally and internationally as a leading procurement association.

1. Personal Gain

It shall be a breach of ethics to attempt to realize personal gain through public employment with Williamson County by any conduct inconsistent with the proper discharge of the employee's duties.

2. Influence

It shall be a breach of ethics to attempt to influence any public employee of Williamson County to breach the standards of ethical conduct set forth in this code.

3. Conflict of Interest

It shall be a breach of ethics for any employee of Williamson County to participate directly or indirectly in procurement when the employee knows that:

- The employee or any member of the employee's immediate family has financial interest pertaining to the procurement;
- 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; and
- Any other person, business, or organization with which 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.

4. Gratuities

It shall be a breach of ethics to offer, give, or agree to give any employee or former employee of Williamson County, or for any employee or former employee of Williamson 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 in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter pertaining to any program requirement or a contract or subcontract or to any solicitation or proposal therefore pending before this local government.

5. Kickbacks

It shall be a breach of ethics 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 Williamson County, or any person associated therewith, as an inducement for the award of a subcontract or order.

6. Contract Clause

The prohibition against gratuities and kickbacks prescribed above shall be conspicuously set forth in every contract and solicitation, therefore.

7. Confidential Information

It shall be a breach of ethics for any employee or former employee of Williamson County knowingly to use confidential information for actual or anticipated personal gain, or for the actual or anticipated gain of any person.

2.2 Required Disclosure Forms

The Texas Ethics Commission created two forms, the Conflict of Interest Questionnaire (CIQ) and Conflicts Disclosure Statement (CIS) in compliance with Texas Local Government Code Chapter 176. The CIS form is for a local government officer. The CIQ form is for a vendor and prospective vendor with the County. Each form may be accessed from this website as well as through the [Texas Ethics Commission website](#).

3. DEFINITIONS

1. Advertisement or Advertise

A public competitive bidding notice put in a newspaper of general circulation containing information about an Invitation for Bid, Request for Proposal, Request for Competitive Sealed Proposals, Request for Statements of Qualifications or other formal solicitation as required by Texas Local Government Code §262.025.

2. Addendum

A supplemental attachment that is added to an original document to modify, clarify or expand upon the terms of a contract, agreement or document.

3. Amendment

A change or addition to a legal document.

4. Annual Term Contract

A recurring contract for goods and services, usually in effect on a 12-month basis.

5. Auditor

Williamson County Auditor and their designated representatives.

6. Auto renewal

A contract term that renews annually without requiring additional Commissioners Court approval for the specified terms.

7. Best and Final Offer (BAFO)

Represents the ultimate offer from a supplier to be made in a negotiation or bidding process.

8. Best Value

A method of evaluating lowest and best overall proposal taking into consideration numerous factors depending on what is being procured.

9. Bid Bond

A deposit required of bidders to protect the County if a low bidder withdraws its bid or fails to enter into a contract.

10. Bidder

A respondent that submits a bid, including anyone who acts on behalf of the vendor that submits a bid, such as agents, employees and representatives.

11. Bidders List

An automated list of suppliers who have registered through Williamson County's Solicitation portal indicating an interest in submitting bids for particular categories of goods and services.

12. Bonds

A type of security that provides assurance to a project owner, herein the County, that contractor will perform in conjunction with the project's contract.

13. Change Order

A contracting instrument that changes an existing contract by increasing or decreasing the cost or the time for performance or changes the goods or services to be delivered.

14. Commissioners Court

Williamson County Commissioners Court.

15. Commodity Codes

A means of classifying goods and services with a unique number assigned to each description administered by the National Institute of Government Procurement (NIGP).

16. Competitive Bidding Process

Allowing suppliers to compete to provide goods and services to the County for the lowest and best price.

17. Competitive Proposal Process

Allowing suppliers to compete to provide goods and services to the County through a process that considers multiple technical factors including price.

18. Component Purchases

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

19. Contract

A formal, written agreement executed by the County and a vendor containing the terms and conditions under which goods and services are to be furnished to the County and the County's authorized representative commits County funds.

20. Contract Management

Contract management is used to create and manage contracts based on goods or services purchased over the lifetime of a contract.

21. Contractor

A supplier, which has been awarded a contract by Williamson County.

22. County

Williamson County.

23. Critical Information Systems

Critical information Systems shall be defined as those software or hardware technology items that are required to run the day-to-day County functions and are integrated throughout the County and are related to safety or business operations.

24. Cycle Time

The time between when a purchase requisition is assigned to a Purchasing Department buyer for action and when an actual purchase order is placed with a vendor. Cycle time does not include the time required for corrections to a requisition, additional approvals or for product or service delivery.

25. Debarment

Based on conviction, civil judgments or fact base cases involving environmental crimes, contract fraud, embezzlement, theft, forgery, bribery, poor performance, non-performance or false statements as well as other causes.

26. Emergency Purchase

A purchase that must be made in a case of public calamity, unforeseen damage to Public property, to promptly relieve the necessity of the citizens or to preserve the property of the County as required by Texas Local Government Code §262.024.

27. Employee

Any County, District or Precinct Elected Official, Appointed Official, or Employee requesting a purchase that will be funded even partially with County funds or anyone who acts on behalf of any of these persons.

28. End User or End User Department

The County department that ultimately uses the finished goods and services when the purchase or construction is completed.

29. Euna

The current system used to set up, issue, maintain, and analyze solicitations. It is a system for requesting bids, quotes, documenting awards, developing bid lists, and maintaining the supplier portal as well as contract document repository.

30. Event

An electronic document (solicitation), such as an invitation for bid (IFB), request for Quick Quotes / Simple Bids (QQ), request for proposal (RFP) or request for qualifications (RFQ), issued by the Purchasing Department. The document contains terms and conditions for a contract and it requests (solicits) a bid or proposal for goods or services needed by the County.

31. Extension

An extension of time to an existing contract or solicitation schedule.

32. Formal Competitive Bidding

The competitive bidding process for purchases \$100,000.00 and above as required by Texas Local Government Code §262 which requires approval by the Commissioners Court.

33. Goods

Includes any personal property to be purchased by the County, including equipment, supplies, material and component, or repair parts.

34. Internal Controls

Processes that ensure the integrity of financial and accounting information, promote accountability, prevent fraud, and safeguard County assets. These processes include coordinate with the County Auditor, Budget Office, Risk Management, General Counsel, and Information Systems Department.

35. Invitation for Bid (IFB)

Specifications and bidding documents requesting pricing for a specified good or service, which has been advertised for bid in a newspaper.

36. Item

Any service, equipment, good, or other tangible or intangible personal property, including insurance and high technology items. This does not include professional services as defined by Texas Government Code 2254.

37. Lease

A contract for the use of commercial or personal property for a period of time in return for a specified compensation.

38. Lowest Responsible Bid

The offer from the responsible bidder who submits the lowest and best bid meeting all requirements of the specifications, terms, and conditions of the invitation for bid. The lowest responsible bid includes any related costs to the County in a total cost concept. The term "responsible" refers to the financial and practical ability of the bidder to perform the contract and takes the vendor's past performance into consideration.

39. Modification

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

40. Negotiation

A consensual bargaining process in which the County and vendors attempt to reach an agreement on differences in desired contract provisions or a potentially disputed matter for the purposes of reaching an understanding.

41. Off Contract

A purchase made independent from any solicitation or cooperative purchase.

42. Official

Any Elected or Appointed Official and any person authorized to act on their behalf.

43. Oracle

Current Financial Management System of Williamson County, which includes the purchasing module. Oracle access is provided by the Oracle Purchasing Requisition and Purchase Order Permissions Policy.

44. Origination Platform

Origination is the software system that creates an approval workflow for each non-Pcard transaction. An Origination ticket is required for each transaction.

45. Pre-Solicitation Conference

A conference conducted by the Purchasing Department for the benefit of respondents seeking to submit a bid or proposal for goods and services required by the County. The conference is held to allow respondents to ask questions about the proposed contract and particularly the contract specifications.

46. Professional Services

A service directly related to professional practices including but not limited to those services within the scope of the practice of accounting; architecture; optometry; medicine; land surveying; and professional engineering as defined by Texas Government Code §2254 and Procedures for Professional Services Procurement put forth by the County Auditor's office.

47. Proprietary Information

Information provided by respondents through bids or proposals to which the respondent claims ownership or exclusive rights and which is protected from disclosure in the Texas Open Records Act, Texas Local Government Code §552.

48. Public Works

Constructing, altering, or repairing a public building or carrying out or completing any public work.

49. Purchase Order

A written order by the Purchasing Department for the purchase of goods and services on the County's standard Purchase Order and which, when accepted by the vendor without qualification, becomes a contract. The vendor agrees to deliver and invoice for goods and services specified, and the County commits to accept the goods and services for an agreed upon price.

50. Purchasing

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

51. Purchasing Act

Chapter §262 of the Texas Local Government Code, which governs the conduct of purchasing activity for counties.

52. Purchasing Agent

The individual appointed by and reporting to the Commissioners Court.

53. Procurement Card (P-Card)

A type of credit card used for smaller purchases to achieve greater cost efficiency, control, and convenience on low dollar amount purchases.

54. Procurement Card Holder

Elected Official or County Employee who has been issued a P-Card and who is authorized to make purchases in accordance with purchasing card procedures.

55. Procurement Card Program Administrator

Located in the County Purchasing Department and is responsible for processing Cardholder applications and agreements, issuing P-Cards, providing training to Cardholders, assisting Cardholders with inquires, monitoring P-Card usage, and revoking Cardholder privileges when necessary.

56. Purchasing Department

Williamson County Purchasing Agent and staff.

57. Purchasing Laws

The laws that govern county purchasing.

58. Purchasing Origination Application

Purchasing approval workflow implemented in SharePoint to maintain internal controls and capture approvals beyond Oracle Requisitions and Purchase Orders.

59. Quick Quote

The process available through Euna for end user departments to issue requests for quote from suppliers for goods and services less than \$100,000.00.

60. Renewal

The mutually agreed upon renewal of a term or terms within a contract.

61. Request for Information (RFI)

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

62. Request for Proposal (RFP)

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

63. Request for Competitive Sealed Proposal (RFCSP)

A document requesting an offer be made by a vendor, for the construction, rehabilitation, alteration or repair of a facility which allows for negotiations after a proposal has been received, but before award of the contract for said construction services procured in compliance with Texas Government Code §2269.151 SUBCHAPTER D.

64. Request for Statement of Qualifications (RFSQ)

A document that requests details about the qualifications of professionals whose services must be obtained in compliance with the Professional Services Procurement Act, Texas Government Code, Chapter §2254 and the Procedures for Professional Services Procurement put forth by the County Auditor's office.

65. Requisition

A request from an end user department to buy goods or services submitted through Oracle. After internal compliance review and approval, it is used to create a purchase order that can be sent to a supplier by the end user department. This automated form is for **internal use and cannot be used by a department to order materials directly from a vendor.**

66. Respondent

A business entity or individual that is submitting a bid or proposal to a request for quote or formal solicitation.

67. Responsive

A vendor who has complied with all material aspects of the solicitation document, including submission of all required documents.

68. Responsible

A vendor who has the demonstrated capability to perform fully and deliver in accordance with the contract requirements based on consideration of past performance, financial capabilities, and business management.

69. Reverse Auction

A method for procurement in which the roles of the buyer and the seller are reversed to drive purchase prices down.

70. Sealed Bids

Competitive bids required to be advertised in a newspaper and submitted to the Purchasing Department in a sealed envelope or electronically via encrypted method.

71. Separate Purchases

Purchases made separately of items that in normal purchasing practices would have been purchased in one purchase.

72. Sequential Purchases

Purchases, made over a period of time, that in normal purchasing practices would be made as one purchase.

73. Services

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

74. Simple Bid

The process available through Euna for End User Departments to issue requests for quote from suppliers for goods and services less than \$100,000.00, also referred to as a Quick Quote.

75. Single Purchase Limit

A dollar amount placed on P-Cards per transaction as established by the End User Department Head and identified in this policy document.

76. Sole Source Good or Service

A good or service that can be obtained from only one source that is purchased in compliance with Texas Local Government Code §262.024 (a)(7) and (c).

77. Solicitation

A document (such as an IFB, RFP, RFSQ, RFCPS, or RFI) or Reverse Auction issued by the Purchasing Department that contains terms and conditions for a contract to solicit a response from vendors to provide goods and services needed by the County.

78. Solicitation Threshold

Means a planned expenditure or contracting requirement that will reach or exceed \$100,000.00 which requires a competitive solicitation process, cooperative or interlocal purchasing path and approval by the Commissioners Court in accordance with Texas Local Government Code §262.

79. Specifications

A concise description of a good or service that an end user department seeks to buy and the requirements that the respondent must meet to be considered for the award. A specification may include but is not limited to quantities, requirements for testing, inspection, delivery and installation. The specification is the total description of the good and services to be purchased.

80. Supplier

A business entity or individual that seeks a contract to provide goods and services to the County.

81. Survivability

Ensures that certain provisions of a contract will remain in effect even after the agreement has expired or been terminated.

82. User Department

All County Departments, Precinct Offices, and District Offices when the purchases are funded even partially with County funds. The Department from whose budget the contract will be paid.

83. Vendor

A business entity or individual that has a contract to provide goods and services to the county.

4. ROLES, RESPONSIBILITIES AND PROCESS

All users are required to adhere to this policy when seeking to purchase goods and services for Williamson County. Managers are required to inform all employees needing purchasing permissions of this policy and ensure each employee fully understands and undertakes to comply with this policy.

In the Williamson County hybrid purchasing environment, End User Departments are responsible for knowing what goods and services they require to manage their department. Specific procurement decisions are designated to End Users while top authority to administer the process and approve certain procurements is maintained by the Purchasing Department. In general, the procurement process is as follows:

1. Budgeting

End User makes budget requests in coordination with the Budget Office. The Commissioners Court approves the budget requests annually.

2. P-Card

End Users may use assigned P-Cards to make small purchases at the time of sale within approved budget parameters.

3. Department / End User Purchasing Request

For larger or more complex purchases several steps are required:

- Determines requirements;
- End User submits a requisition through Oracle; and
- End User submits an Origination Ticket referencing the requisition.

4. Purchasing

The Oracle Requisition and Origination Ticket provide the Purchasing staff the information needed to determine compliance and obtain the required approvals to process the purchase. Purchasing Staff is responsible for determining and verifying a compliant purchasing path.

Requisitions encumber funds from the noted budget line in Oracle. Once approved, a Purchase Order may then be issued and sent to the End User.

5. Contract Review

Three scenarios require review beyond purchasing compliance. Review is conducted by the Contract Audit and the General Counsel Office to protect the County from risk. Review is required if:

- Vendor quote / proposal is \$100,000.00 or higher; or
- \$50,000 and higher for Software as a Service (Saas);
- Purchase requires on-property services; or

- Vendor quote / proposal requires a signature.

In this setting, the contract review team may request changes to the vendor quote / proposal prior to processing. Additional contracting documentation may also be requested.

6. Commissioners Court

Commissioners Court approval is required when purchasing \$100,000.00 and higher or those contracts requiring a signature at any amount.

7. Purchase Order

End Users send the Purchase Order to their vendor and manage vendor performance.

8. Invoice Submittal

End Users review, sign, and submit approved invoices to the Accounts Payable Department.

9. Auditor / Accounts Payable

Processes the invoice for payment.

10. County Treasurer

Issues payment for approved invoices.

5. PROCUREMENT PLANNING AND TURNAROUND TIMES

It is important that enough time is allowed for a purchasing request to allow for proper planning and specification of goods and services. Advance planning allows for the best goods and services to be purchased through fair and open competition. As soon as the need arises, the End User Department should clearly identify the requirements and quantity of the goods or services needed as well as the time frame in which they need to be delivered.

5.1 Annual Meeting

The Purchasing staff will schedule an annual meeting with each department during the final stages of the budgeting process to review upcoming purchases for the year and contract expiration timelines with the goal of staying ahead of expiration dates.

5.2 Processing and Cycle Times

Purchase requests are addressed in the order in that they are received for over 67 departments. Estimated processing times and service level goals are as follows:

- Routine purchases have a cycle time of five to seven business days from acceptance of the Origination Ticket to the issuance of a Purchase Order if purchase does not require additional approvals, verification, or contract review.
- Formal solicitations have a cycle time of 90 to 120+/- days from authorization to issue advertising approval from the Commissioners Court. This can vary with the complexity of the solicitation. Large scale or technology procurements may have a cycle time of six-to-twelve months.
- Complex purchases and contracts may require a longer processing time for contract negotiation.
- The County Auditor and Commissioners Court require various purchasing related quotes or proposals from suppliers or consultants be reviewed by the County's Contract Audit and General Counsel teams to assure the maximum protection for the County in business transactions.

Contract Audit and General Counsel, referenced internally as the review teams, shall review vendor proposals when a purchase request is:

- \$100,000.00 and higher for goods and services;
- \$50,000 and higher for Software as a Service (Saas);
- On-property services at any amount; or
- Vendor quote requires a signature.

This process is facilitated through the Origination platform for goods and services and through e-mail for construction related contracts.

Although unforeseen circumstances may delay an initial review, End Users can anticipate approximately seven-to-ten business day initial turnaround time to receive initial feedback from the Contract Audit and

General Counsel offices for the Origination Ticket when contract review is required. This review is not required for P-Card purchases.

End Users may seek legal advice from General Counsel. Legal questions or advice shall continue to be directed to the General Counsel office.

End Users shall communicate with their Purchasing Specialist on purchasing requirements or contract review status or other non-legal topics.

6. AGENDA PLACEMENT AND DOCUMENTATION REQUIREMENTS

Items requiring Commissioners Court approval include:

- Purchases \$100,000.00 and higher.
- Contracts, quotes, or proposals requiring a Williamson County signature.

6.1 Texas Ethics Commission Form 1295 – Certificate of Interested Parties

Before an applicable contract may be submitted to the Commissioners Court for consideration, the vendor must first create and file the Form 1295 with the Texas Ethics Commission (TEC) through the Commission’s website. The vendor must then supply to the County a signed copy of the Form 1295 at the time the vendor signs and / or submits a signed contract to the County. A new filing must be completed for each awarded contract (new, amended, extended, or renewed) requiring Commissioners Court approval, including formal solicitations, solicitation exemptions, coop purchases, and Purchase Orders that must be approved by Commissioners Court.

Form 1295 shall accompany every contract requiring Commissioners Court agenda approval. The Purchasing Department provides guidance on this process as exceptions apply to some businesses and / or individuals.

The Purchasing Specialist will assign and provide a contract number to the item and provide the instructions for the vendor in the Origination ticket. The End User will provide this information to the vendor. Once the signed Form 1295 is received back from the vendor and placed within the Origination Ticket , the Purchasing Specialist can complete the filing process and include the form with the contract for submission to the Commissioners Court.

AUTHORITY: Texas House Bill 1295; Government Code §2252.908.

6.2 Agenda Consent vs. Regular

As a general rule, purchase requests less than \$100,000.00 are placed on the consent agenda and purchase requests \$100,000.00 and above are placed on the regular agenda.

6.3 Agenda Item Submission Deadlines

The purchasing item deadline for a Tuesday Commissioners Court meeting is Tuesday at 12:00 p.m. two (2) weeks prior to the agenda meeting. This is seven (7) business days prior to the agenda posting, which is Thursday mornings. Item must be complete in order to submit to the Commissioners Court agenda.

A “completed” item has received all pre-approvals through the Origination Ticket, purchasing compliance approval, contract review, vendor signature (if needed) and the signed TEC Form 1295.

Exceptions will only apply to emergencies and must be communicated via email to the Purchasing Agent clearly marked as emergency and with a justification. An email to the Purchasing Agent with “EMERGENCY” in the subject line and in the Origination Ticket title will help draw attention to this issue.

Deadline Example

SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY
					1	2
3	4	5 Purchasing Item Deadline 12:00 PM	6	7	8	9
10	11	12	13 Judge's Office Deadline 8:00 AM	14 Agenda Posted to Public 8:00 AM	15	16
17	18	19 Commissioners Court Meeting 8:30 AM	20	21	22	23
24	25	26	27	28	29	30
31						

7. ORINATION TICKET AND PRE-APPROVALS

The Origination Ticket is the Purchasing Department workflow platform. This platform is used to initiate all purchasing requests that require a requisition and purchase order, purchasing contract review, sole source consideration requests or formal solicitations. It is used in tandem with Oracle to move purchase requests forward.

This platform assists with gathering all necessary information to verify and coach on a compliant purchasing path, support internal controls for approvals, and notify relevant departments of the upcoming purchase. This platform is the repository for all purchasing documentation.

Purchase Orders, after being emailed to the End Users, are also placed within the Origination Ticket and marked “Duplicate” to prevent double ordering.

Some categories of purchases require additional approval prior to proceeding. The Origination Ticket supports the automation of these additional requirements. These include but are not limited to:

1. Special Funds

Technology Funds, Grants, and Project Fund review.

2. HIPAA and Secure Information

To include:

- **Personally Identifiable Information (PII):** Such as name, social security number, email address, or phone numbers;
- **Financial Information:** Details related to banking, credit cards, or other financial accounts;
- **Protected Health Information (PHI):** Electronically protected health information.

3. Technology

To include software, apps, cloud services, hardware, cellular services, computers, tablets, keyboards, and other peripherals, mobile devices, servers, network infrastructure, displays, copy / print / scan devices, audio-visual equipment, camera systems, and wireless radio equipment.

4. Human Resources

Staffing, insurance, day laborers, counseling and benefits.

5. Vehicles

Vehicles, equipment and rolling stock.

6. Furniture

Furniture of all types.

7. Risk Related

Insurance claim or policy transactions.

The Origination Ticket also captures information needed for contract review to include:

1. Contract Review Information

To include, but not limited to:

- Vendor contract history;
- Oracle supplier number;
- Desired contract term;
- Not-to-Exceed amount; and
- Desired completion date.

8. COMMODITY CODES

The National Institute for Public Procurement (NIGP) created a universal numbering code to identify commodities and services in procurement systems. The NIGP released the first version of the NIGP Code in 1984. Since then, the NIGP Code has been utilized by thousands of government users, and it continues to grow.

The five-digit NIGP codes are utilized by the State of Texas and Williamson County. Those authorized to make purchases on behalf of the County will need to know their purchase commodity code when submitting a requisition through Oracle. The NIGP codes are used to track spending levels and buying trends for compliance purposes. The commodity code for goods and services is required in Oracle for requisitions.

Link

[Commodity Code Book .xlsx](#)

9. REQUISITIONS AND PURCHASE ORDERS

9.1 General Information

Williamson County utilizes Oracle as its financial Enterprise Resource Planning (ERP) system. This system shall be used by departments to enter requisitions in advance of any purchase on behalf of the County. Purchasing requisitions are required by law and the amount of requisitions per commodity code is monitored by the Purchasing Department staff to assure the category does not exceed the \$100,000.00 formal bidding threshold requirement.

Authority to submit and approve requisitions is established according to the Oracle Purchasing Permissions Policy. This policy is aligned with the dollar amount purchasing permissions established by the Commissioners Court. The policy also outlines the process of an Annual Baseline exercise that verifies all permissions and approval routing in the system once per year.

Link

[Oracle Purchasing Permissions Policy](#)

A purchasing requisition is one of the first steps in the organization's purchasing process. The requisition logs the request, the budget line item, and the amount of the request as well as the details of the service or item to be purchased and the delivery instructions. End Users are required to enter the requisition into Oracle and submit for purchasing compliance review and approval. Additional approvals are required based on amount, type, and funding source of the purchase.

Once approved, the requisition is converted into a purchase order (PO) by Purchasing Department staff which can be used to place an order with a supplier. End Users are responsible for sending the PO to their supplier. The PO represents a contract with the vendor utilizing the department's budget, unless a subsequent agreement has been executed by the County.

This record is then used to track the expenditure of the department's budget and for reference when a supplier submits an invoice.

AUTHORITY § 113.901. REQUIREMENTS FOR APPROVAL OF ACCOUNTS AND REQUISITIONS: (a) Except as provided by Subsection (c), a county auditor may not audit or approve an account for the purchase of supplies or materials for the use of the county or of a county officer unless a requisition, signed by the officer ordering the supplies or materials and approved by the county judge, is attached to the account. The requisition requirement is in addition to any other requirements of law.

9.2 Blanket Purchase Orders

A blanket purchase order can be established to support routine, repetitive purchases from one supplier. Invoicing can be submitted against that one PO throughout the year.

9.3 Judge's Approval Form

In the event a non-compliant purchase is made on behalf of the County, a County Judge's Approval Form shall be submitted to the County Judge's Office for consideration and approval of payment. This form is located on the County Auditor's portal.

9.4 Terms and Conditions

Williamson County has standardized Purchase Order Terms and Conditions that accompany all purchase orders. This document can be viewed on the Purchasing Department website at:

[Purchase Order Terms and Conditions](#)

9.5 No Purchase Order Required (Categories)

Exceptions to the purchase order requirement are as follows. A purchase order is not required for:

- Purchases on a Procurement Card (P-Card) or Utility Payment Card;
- Postage, except for rental / lease fees for postage machines;
- Travel and / or training;
- Shipping if not included on purchase order;
- Bonds;
- Subscriptions / Publications (non-software purchases, to include internet subscriptions) ;
- Statutorily required newspaper advertising;
- Notary Fees;
- Certifications and memberships;
- Utilities (i.e., electricity; natural gas; water; sewage; broadband internet, both fixed-line and mobile; telephone and cable service; etc.) ;
- Tort claims;
- Health benefits payments;
- Court related fees;
- Risk management premiums;
- Appraisal district fees;
- Indigent assistance (rent / utilities, court-appointed attorneys, etc.) ;
- Licenses and permits;
- Refunds;

- Employee reimbursements (Reimbursement Form must be submitted to the Auditor’s Office with proper documentation);
- Court-appointed attorney fees and related expenses mandated by the Court, Investigative Services, Psychological Evaluations, Transcription services (to include Transcripts), Substitute Court Reporters, Statement of Facts, Interpreter Services, Guardianship and Ad item expenses; or
- Professional services.

10. STRATEGIC PLATFORM, COUNTYWIDE CONTRACTS AND MULTI-YEAR CONTRACTS

Williamson County operates within a hybrid purchasing model where the Purchasing Agent retains the authority to recommend to the Commissioners Court to consolidate a commodity or service category to best suit the County. These recommendations are made to reduce costs and purchasing work cycles across the County. Recommendations for multi-year contracts may also be recommended.

10.1 Countywide Contracts

The Purchasing Agent may recommend the consolidation of a category to create a countywide contract when numerous departments are contracting for the same commodity or service and the total spend is exceeding \$100,000.00 per year on a regular basis.

Current Countywide Contracts

- Multifunction devices (copy / print / scan);
- Vehicles; and
- Temporary Labor.

10.2 Multi-Year Contracts

The total contract commitment (not fiscal spend) over the term of the contract shall be tracked. If \$100,000.00 is being spent regularly, the Purchasing Agent may require a solicitation and a subsequent multi-year contract be established.

10.3 Master Service Agreements

A master service agreement is a comprehensive contract that establishes the general terms and conditions for an ongoing business relationship between a service provider and the County. It serves as a framework for future work orders, streamlining the process, and avoiding the need to negotiate terms repeatedly for each project. An annual spending threshold of \$500,000.00 per year or for the term of the agreement, or utilizing a cooperative, has been approved by the Commissioners Court.

11. COMPETITIVE BIDDING, SPEND LEVELS AND APPROVAL REQUIREMENTS

11.1 Up to \$4,999.99

- Authorized P-Card holders may make purchases up to \$4,999.99 per month using their P-Card. All P-Card and Utility Card purchasing policies apply.

11.2 Up to \$19,999.99

- One written or verbal quote is required. Record of the quote shall be kept with the End User and submitted into Origination Ticket for compliance review. Euna may be used to obtain a Quick Quote (Simple Bid) to facilitate this process; or
- An approved cooperative purchasing contract or Interlocal purchasing agreement may also be used.

11.3 \$20,000.00 to \$99,999.99

- Three written quotes are required. Record of the quotes shall be kept with the End User and submitted into Origination Ticket for compliance review. Euna may be used to obtain a Quick Quote (Simple Bid) to facilitate this process.
- An approved cooperative purchasing contract or Interlocal purchasing agreement may also be used.
- In some scenarios, certain exemptions may apply.

11.4 \$100,000.00 and Above

- A formal solicitation may be required.
- An approved cooperative purchasing contract agreement may be used not to exceed \$500,000.00 without the written approval of the Purchasing Agent and approval of the Commissioners Court.
- An interlocal purchasing agreement may be used; or
- In some scenarios, certain exemptions may apply.

AUTHORITY: §262.027. AWARDSING OF CONTRACT: (a) The officer in charge of opening the bids shall present them to the commissioner court in session. Except as provided by Subsection (e), the court shall: (1) award the contract to the responsible bidder who submits the lowest and best bid; (2) reject all bids and publish a new notice.

11.5 Quick Reference Guide (non-emergency purchases)

Under \$19,999.99	<ul style="list-style-type: none"> • One quote is required. • Department submits a requisition for compliance ,review and approval. • A County procurement card may also be used for payment if policy permits.
\$20,000.00 to \$99,999.99	<ul style="list-style-type: none"> • A co-op vendor may be used. • If no co-op, three quotes are required. • Department selects vendor, submits a requisition for compliance review and approval.
\$100,000.00 and Over	<ul style="list-style-type: none"> • A coop vendor may be used up to \$500,000.00. • A formal solicitation may be issued by the Purchasing Department. • A contract may be negotiated. • Commissioners Court approval is required. • Special procedures are in place for Engineering and Construction projects.

11.6 Split Purchases and Criminal Penalties

The following strategies, as defined in Texas Local Government Code 262.022, that are utilized with the intention of avoiding formal competitive bidding are in violation of Texas Local Government Code 262.023 and are considered a Class B misdemeanor:

- **Component Purchases** means purchases of the component parts of an item that in normal purchasing practices would be purchased in one purchase.
- **Separate Purchases** means purchases, made separately, of items that in normal purchasing practices would be purchased in one purchase.
- **Sequential Purchases** means purchases, made over a period, of items that in normal purchasing practices would be purchased in one purchase.

AUTHORITY: §262.034. CRIMINAL PENALTIES: (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. (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.

11.7 Cumulative Aggregate Contract Amount of \$100,000.00 or More

If cumulative purchases for a single commodity code are anticipated to exceed \$100,000.00 annually, a formal competitive solicitation is required, a cooperative purchasing contract, or interlocal purchasing agreement shall be used to establish a multi-year departmental or countywide contract. The Purchasing Agent maintains the authority to coordinate, establish, and assign these contracts to a department to administrate with the approval of the Commissioners Court. Reports are run on a regular basis to help identify these spend patterns.

Repetitive purchases year-after-year of a single commodity code approaching \$100,000.00 each year may be subject to a formal solicitation request from the Purchasing Agent.

Contract Amount Determination Policy

Total contract award over the total contract term, to include renewals, shall determine the award amount and solicitation requirements.

EXAMPLE #1

A \$15,000.00 per year contract awarded for three years shall be considered a \$45,000.00 contract award, requires competitive quotes (not a formal solicitation) and will require Commissioners Court approval only if a signature is required.

EXAMPLE #2

A \$40,000.00 per year contract awarded for three years shall be considered a \$120,000.00 contract award and requires a solicitation, cooperative contract or interlocal purchasing agreement and shall require Commissioners Court approval.

11.8 Contract Term Dates

The Purchasing Department supports defined contract term dates to ensure compliance with The Purchasing Act. Contracts without an end date are discouraged.

12. EXEMPTIONS TO COMPETITIVE BIDDING

Several types of goods and services may be exempted from competitive bidding if the Purchasing Agent approves and recommends the exemption and the Commissioners Court, by order, grants the exemption. The following is a comprehensive list of those exemptions.

- An item that must be purchased in a case of public calamity if it is necessary to make the purchase promptly to relieve the necessity of the citizens or to preserve the property of the county.
- An item necessary to preserve or protect the public health or safety of the residents of the county.
- An item necessary because of unforeseen damage to public property.
- A personal or professional service.
- Any individual work performed and paid for by the day, as the work progresses, provided that no individual is compensated under this subsection for more than 20 working days in any three-month period.
- Any land or right-of-way.
- An item that can be obtained from only one source [sole source], including:
 - Items for which competition is precluded because of the existence of patents, copyrights, secret processes, or monopolies;
 - Films, manuscripts, or books;
 - Electric power, gas, water, and other utility services; and
 - Captive replacement parts or components for equipment.
- An item of food.
- Personal property sold:
 - At an auction by a state licensed auctioneer;
 - At a going out of business sale held in compliance with Subchapter [E](#), Chapter [17](#), Business and Commerce Code; or
 - By a political subdivision of this state, a state agency of this state, or a entity of the federal government.
- Any work performed under a contract for community and economic development made by a county under Texas Local Government Code § [381.004](#).

- Vehicle and equipment repairs.

AUTHORITY: §262.024. DISCRETIONARY EXEMPTIONS: (a) A contract for the purchase of any of the following items is exempt from the requirement established by Section [262.023](#) if the commissioners court by order grants the exemption.

13. SOLE SOURCE PURCHASES AND REQUIREMENTS

Sole Source suppliers are defined as an item or service that can be obtained from only one source. The Purchasing Department requires the following documentation submitted through Origination when requesting sole source consideration and exemption for a purchase. Purchasing Agent approval is required for a sole source recommendation to the Commissioners Court:

- Signed letter of explanation, justification, and recommendation from the requesting Department Head or Elected Official.
- Written quote from vendor.
- Letter of justification from the vendor on company letterhead and signed by an authorized representative establishing why they are a sole source.
- Notarized sole source affidavit completed by the vendor on vendor's letterhead.
- If a Technology related purchase, written approval from Information Systems Department.
- If a Human Resources related purchase, written approval from Human Resources Department.

Upon receipt of the documents and determination that a sole source purchase may be justified, a Request for Information (RFI) is posted in Euna publicly for 14 days by the Purchasing Department to inform vendors of the intent to award a sole source purchase. If no vendor responses are received, the Purchasing Agent drafts a sole source certification letter which must be approved by the Commissioners Court. If approved by the Commissioners Court, the sole source designation is valid for three (3) years at which time the designation expires.

By law, sole source goods and services require a signed statement from the Purchasing Agent as to the existence of only one source, specifically noting which type of listed sole source good or service is being purchased noting § 262.024 (a)(7)(A),(B),(C)or(D). The statement will be submitted for acceptance by Commissioners Court and must be reflected in the Court's meeting minutes.

AUTHORITY: §262.024: (c) If an item exempted under Subsection (a)(7) is purchased, the commissioners court, after accepting a signed statement from the county official who makes purchases for the county as to the existence of only one source, must enter in its minutes a statement to that effect.

14. SPECIFICATIONS

14.1 Purpose

A specification shall provide the precise description of the physical characteristics, quality, or desired outcomes of a commodity or service to be procured, which a vendor must be able to produce or deliver to be considered for award of a contract. The purpose of any specification is to provide the Purchasing Staff with clear guidelines from which to purchase and to provide vendors with a minimum, acceptable standard for goods or services. A well-written specification has four characteristics:

- It establishes the minimum acceptability of the goods or services.
- It promotes competition.
- It contains provisions for reasonable tests and inspections for acceptability of the goods or services.
- It provides for an equitable award to the lowest and best bid from a responsible bidder.

An effective specification should be simple, clear, and accurate.

14.2 Responsible Party

Specifications are the responsibility of the department and End User. Departments are considered the subject matter expert in what is required to run and administrate their department and understand the contracts that they require. Draft specifications for department-specific purchases must originate from the department or designee. Final review and acceptance of the specifications rests with the Purchasing Staff.

14.3 Types of Specifications

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

1. Design

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

2. Performance

Where the goods or services are described in terms of required performance. They may include such details as required power, the strength of the material, test methods and standards of acceptability, and recommended practices or processes. This type of specification is used most often for capital equipment or services contracts.

3. Brand Name or Equal

A brand name specification lists goods or services by brand name, model, and other identifying specifics. Products equal to the characteristics of the named brand are specified as acceptable. Other manufacturers may provide a nearly identical good under their own brand name. This specification will also clearly state “or equal” in the quote or solicitation release.

4. Industry Standard

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

14.4 Euna Community Specification Library

Williamson County utilizes Euna as its competitive solicitation platform. The platform features a Community Projects tab where end users may access other agencies’ solicitation packages. Access to this feature requires permissions which can be requested through ServiceNow Asset Management:

Link

[Euna Community](#)

Past Williamson County solicitations can be accessed through the Euna vendor portal, located on the Purchasing Department external website:

Link

[Williamson County Past Solicitations](#)

This access is available without Euna permissions.

15. FORMAL SPECIFICATIONS FOR PURCHASE \$100,000.00 AND ABOVE

15.1 Overview

A solicitation is a competitive request for supplier participation. "Solicitation" is the overall term which contains "Invitation for Bids (IFB)", "Requests for Proposals" (RFP), "Requests for Statements of Qualifications" (RSFQ) among several other formats. The Williamson County solicitation policy aligns with all aspects of Texas Local Government Code Chapter 262.

A competitive solicitation means the process of inviting and obtaining responses or "bids" from competing suppliers by which an award is made to the lowest responsible respondent meeting written specifications.

The term, "**formal solicitation**" will be used in this policy, and is generally used in public purchasing, when the bidding process, in compliance with Texas Local Government Code, 262.023, is utilized to establish a contract of \$100,000.00 or higher and requires approval by the Commissioners Court.

Competitive solicitations are utilized to promote competition, prevent favoritism and secure quality goods and services at the lowest and best price. Further, the purpose of the competition is to provide those suppliers that seek to do business with the County a fair and equitable opportunity to do so. The use of standard, visible and consistent procurement processes provide the public with assurance that their tax dollars are being spent properly and in compliance with laws and regulation.

The Purchasing Agent has the authority to recommend to the Commissioners Court which type of solicitation best suits the procurement need.

Solicitation awards must BE APPROVED BY THE WILLIAMSON COUNTY COMMISSIONERS COURT.

AUTHORITY: §262.027. AWARDING OF CONTRACT: (a) The officer in charge of opening the bids shall present them to the commissioners court in session. Except as provided by Subsection (e), the court shall:

(1) award the contract to the responsible bidder who submits the lowest and best bid; or

(2) reject all bids and publish a new notice.

A formal "sealed response" solicitation will be used for goods and services expected to exceed \$100,000.00. The process will solicit responses from vendors in response to the County's requirements and will outline contractual terms and conditions.

15.2 General Process Overview

- Origination Ticket is submitted to Purchasing Department along with written specification.
- Purchasing staff reviews and provides insight and recommendations to specifications if necessary.

- Purchasing Department will submit to Commissioners Court for approval to release and request to advertise.
- Determination of review and / or scoring committee.
- If approved, newspaper advertising [notice] for two consecutive weeks, typically two consecutive Sundays.
- Advertising is placed in the Williamson County Sun which is the County's designated newspaper.
- Release in Euna solicitation portal and State of Texas Electronic State Business Daily (ESBD).
- Vendor lists are also pulled from the State of Texas Centralized Master Bidders List.
- Pre-bid conference, non-mandatory or mandatory (mandatory requires in-person meeting).
- Questions and answers collected and responded to in Euna.
- Collection of responses in Euna or hard copy.
- Opening of responses at designated time by Purchasing Specialist.
- Names of respondents read aloud.
- Pricing read aloud [only for Invitation to Bid solicitations].
- Non-Disclosure and Conflict of Interest Statements signed by evaluation committee.
- Committee meeting for review / evaluation of submittals.
- Determination of shortlisted respondents [only for RFP / RFQ / CSP solicitations]:
 - In-person interviews of shortlisted respondents;
 - Determination of recommended award recipient;
 - Best and Final Offer requested (if applicable) from high scoring finalist;
 - Contract Negotiation and review by Contract Audit and General Counsel; and
 - Sign final scoring matrix by scoring committee.
- Recommendation memo from Department Head.
- Contract recommendation to Commissioners Court.
- Commissioners Court approval or rejection of contract award.

15.3 eProcurement

The default method of receiving responses to a solicitation is Williamson County’s eProcurement system, Euna. Solicitations issued through the eProcurement system are compliant with the following:

- The commissioners court of a county may by order require submission of bids or proposals under this subchapter through electronics transmission if the county makes available all technology necessary to submit a bid or proposal through electronic transmission to any person who submits a hard-copy bid or proposal in person.
- The county purchasing agent, before receiving electronic bids or proposals, shall adopt rules in conformance with Section 262.011 (o) to ensure the identification, security, and confidentiality of electronic bids or proposals.

Williamson County may accept physical / hard copy bids or responses at its discretion that are submitted by the solicitation deadline.

AUTHORITY: §262.0225. ADDITIONAL COMPETITIVE PROCEDURES.

AUTHORITY: §262.0235. PROCEDURES ADOPTED BY COUNTY PURCHASING AGENTS FOR ELECTRONIC BIDS OR PROPOSALS.

15.4 Notice Requirement

The solicitation will be published by the Purchasing Department. A notice of the intended purchase must be published at least twice within a two-week period by a newspaper of general circulation in the County, with the first day of publication occurring before the 14th day before the date of the bid opening. Williamson County’s newspaper of record is the Williamson County Sun.

AUTHORITY: §262.025. COMPETITIVE BIDDING NOTICE.

15.5 Release of Solicitation

Williamson County releases all formal solicitations through Euna to the appropriate NIGP codes to reach all available suppliers. The Purchasing Department assists with identifying the relevant NIGP codes. The released list is often augmented by utilizing the State of Texas Central Master Bidders list database and the Electronic State Business Daily release platform. This strategy allows hundreds of suppliers to be notified of the opportunity.

The Contract Audit team shall review all solicitations for goods and services prior to release.

The General Counsel office shall review all construction solicitations prior to release.

15.6 Receipt of Responses

The following procedures will be adhered to when receiving responses to solicitations:

- All responses will be received by the Williamson County Purchasing Department through its eProcurement system or via mail or physical delivery.
- The eProcurement system, Euna, will timestamp each response upon submission.
- Responses will not be accepted after the deadline stated in the solicitation. The bids, responses, or offers will be stored digitally in the eProcurement system and will remain sealed until digitally opened on the advertised date and time by the Purchasing Department.
- Physical receipt of bids or responses:
 - In the event that Purchasing accepts physical bids or responses on a particular solicitation, all bids or responses will be stamped with the time and date received. The “Date Stamp Clock” in the Purchasing Department will serve as the official time clock for the purpose of identifying the date and time bids were received in the Purchasing Department;
 - All bids received after the opening time will be returned unopened to the bidder with a letter from the Purchasing Agent notifying the bidder that the submitted bid was received after the due date and time. The Purchasing Department will record the name of the vendor’s representative submitting the bid, as well as the time and date the bid was submitted. If a bid is received by mail, express mail, or courier, the delivery method will be reflected in the record; and
 - After bids are received, a secure place will be provided by the Purchasing Department for holding the bids until the opening date.

15.7 Solicitation Response Due Date Extensions

Williamson County Commissioners Court has delegated the authority to the Purchasing Agent to issue a solicitation deadline extension if needed.

Solicitation deadline extensions are issued to enhance competition and provide a fair and favorable environment for suppliers to submit a response. With this goal in mind, if a situation warrants a deadline extension, it shall be granted. The acceptable reasons for a deadline extension are outlined herein. Documentation shall be kept on file noting the reason for the extension. Documentation must contain the approval of the Purchasing Agent or Deputy Purchasing Agent.

All supplier responses, including those received prior to an extension being made, shall all be opened at the same time.

Due Date Extensions

A notice of a proposed purchase deadline extension must be published at least once a week for two consecutive weeks in a newspaper of general circulation in the County, with the first day of publication occurring at least 14 days before the date of the bid opening. Advertisements shall run on Sundays.

Reasons for Extension

Solicitation Deadline Extension Reason(s) Code Chart

<p>1. Change or Clarification in Specification</p>	<p>1A. Substance change in specification provided by Williamson County End User.</p>
<p>2. Administrative</p>	<p>2A. Change in process, staffing or other administrative issue necessitates an extension.</p>
<p>3. Emergency / Natural Disaster</p>	<p>3A. Emergency or natural disaster may prevent regional suppliers from submitting a response and prevent County staff from being able to participate in the solicitation administration.</p>

Process

Purchasing Staff shall complete the Solicitation Deadline Extension Approval Form, obtain the required signatures, place the notice as required, adjust the deadlines in the electronic bidding platform, and keep documentation of the extension approval in the solicitation archive files.

AUTHORITY: §262.026 OPENING OF BIDS: (a) The county official who makes purchases for the county shall open the bids on the date specified in the notice. The date specified in the notice may be extended if the commissioners court determines that the extension is in the best interest of the county. All bids, including those received before an extension is made, must be opened at the same time. The commissioners court may adopt an order that delegates the authority to make extensions under this subsection to the county official who makes the purchases for the county.

15.8 Ex Parte Communication

Communication between respondents, to include suppliers or consultants, and departments / End Users is prohibited during a formal solicitation process. Supplier or consultant communication shall take place with Purchasing Staff only in this setting. This policy exists to eliminate the perception of unfair dealings and favoritism. This communication is considered ex parte regarding the project, request for qualifications, or request for proposals or the procurement with any member of the governing body or with any department staff, advisors, contractors, or consultants involved in the procurement until a contract has been awarded by the Commissioners Court.

15.9 Pre-Solicitation Conference

If needed, the Purchasing Department will ensure that purchasing procedures are followed for a pre-solicitation conference. A conference of this nature is held to assist prospective respondents with questions they may have and provide insight into the project being described in the specifications. The End User Department will provide technical information and assist with vendor questions. Questions can be addressed during the conference or after the conference in writing and posted to the Euna solicitation portal so that all prospective respondents can see the information and a fair and competitive environment is provided.

Venue

A pre-solicitation conference can be held virtually via Williamson County TEAMS, in person at a Williamson County office or on a project or construction site to provide respondents insight into the project scope.

Purchasing will schedule the pre-solicitation conference and will assist in conducting the conference to the following extent:

- Coordinate with the End User on date, time and location of pre-solicitation conference.
- Determine if the pre-solicitation conference should be mandatory or non-mandatory. A mandatory conference requires an in-person format.
- Publicize the meeting in the notice requirement and on the Euna solicitation portal.
- Have all representatives sign the attendance roster.
- Provide a brief introduction at the meeting describing the project title, magnitude, and performance period.
- Indicate whether there has been any addenda issued.
- Discuss the role of Purchasing in the procurement and administration process.
- Have the End User contact, project engineer or architect discuss the specifics of the project, if applicable, allowing for a question-and-answer session.
- Determine any issues discussed that require the issuance of an addendum. All addenda will be issued by the Purchasing Department and will post to the Euna solicitation portal at least 72 hours prior to the solicitation submittal deadline. Purchasing will be responsible for posting the addendum.

Mandatory Pre-Solicitation Conference

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

Per the Commissioners Court, mandatory pre-solicitation conference shall be hosted and attended in person. A virtual format is not permitted.

AUTHORITY: § 262.0256 PRE-BID CONFERENCE FOR CERTAIN COUNTIES OR A DISTRICT GOVERNED BY THOSE COUNTIES.

15.10 Public Opening of Responses

IFB

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

RFP and RFSQ and Other Non-IFB Solicitations

Sealed proposals in response to an RFP or RFSQ will be unsealed by the Purchasing Department. Only the names of vendors submitting proposals will be read aloud and posted. The Purchasing Department will unseal the proposals on the date specified in the legal notice.

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

15.11 Evaluation

IFB

The Purchasing Department will provide access to the designated End Users in Euna to evaluate all bids. The Purchasing Department will assist with a recommendation concerning the lowest responsible bid to be made to the Commissioners Court. Determination of lowest and best shall be based on:

- Price.
- Cost of repair and maintenance.
- Cost of delivery and handling.

- Compliance of goods and services with specifications.
- Vendor's financial stability, demonstrated ability to perform the scope of work, the vendor's safety record, if stated in the IFB, and the past performance of that vendor.

A signed memo from the Official, Department Head or Executive Manager of that End-User Department acknowledging recommendation of the proposed award will be included in the presentation to the Commissioners Court.

Disqualification of a response requires the written approval of the Purchasing Agent.

15.12 Lowest and Best

Purchasing staff members are typically considered non-voting members of any purchasing decision unless related to their department. The role of the Purchasing Staff is to provide oversight and facilitate the legally compliant process for purchase orders and contract award. Departments, End Users and selection committees have the responsibility of determining contract awards.

Contract awards shall be made to the lowest and best respondent except in a Professional Services procurement setting. Respondents must demonstrate their ability to perform the specified work by providing like-type and size work references.

AUTHORITY: §262.022. DEFINITIONS (5-a): "Lowest and best" means a bid or offer providing the best value considering associated direct and indirect costs, including transport, maintenance, reliability, life cycle, warranties, and customer service after a sale.

AUTHORITY: §262.027. AWARDING OF CONTRACT: (1) award the contract to the responsible bidder who submits the lowest and best bid.

Whenever the lowest bid received is not in the best interest of Williamson County, written justification for not selecting the low bid must be documented and provided to the Purchasing Agent prior to the item being placed on the Commissioners Court agenda. The Purchasing Agent shall approve and agree with recommendation in this scenario.

Additionally, in an IFB setting, in the event that the low bid received is not recommended for award. The low bid respondent shall be provided the opportunity to present their ability to perform the work to the Commissioners Court.

AUTHORITY: §262.027. AWARDING OF CONTRACT: (c) A contract may not be awarded to a bidder who is not the lowest dollar bidder meeting specifications unless, before the award, each lower bidder is given:

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

Request for Proposals (RFPs)

Under direct supervision and guidance of the Purchasing Department the evaluation process is performed by the End User Department and the designated scoring committee. Evaluators shall use the evaluation factors and the points and weights specified in the RFP in evaluating the proposals. The Purchasing Specialist will provide guidance on the most effective scoring method to determine if a proposal meets the specification and to what degree and establish a fair evaluation process.

Typical evaluation factors include:

- Quality, availability, and adaptability of the supplies, materials, equipment, or contractual services to the particular use required.
- Number and scope of conditions attached to the Respondent's proposal.
- Ability, capacity, and skill of the Respondent to perform the contract or provide the service required.
- Whether the respondent can perform the contract or provide the service promptly, or within the time required, without delay or interference.
- Character, responsibility, integrity, reputation, and experience of the respondent.
- Quality of performance of previous contracts or services.
- Any previous or existing non-compliance by the Respondent with specification requirements relating to information.
- The sufficiency of the financial resources and ability of the Respondent to perform the contract or provide the service.
- The ability of the Respondent to provide future maintenance, repair parts, and service for the term of the contract.
- Personnel qualifications.
- Demonstrated corporate experience and qualifications in performing work outlined in solicitation.
- Cost.

Additional general best value evaluation factors:

- Installation costs.
- Life cycle costs.
- Quality and reliability of the goods and services.

- Indicators of probable vendor performance under the contract such as past vendor performance, the vendor’s financial resources and ability to perform, the vendor’s experience or demonstrated capability and responsibility, and the vendor’s ability to provide reliable maintenance agreements and support.
- Cost of any employee training associated with purchase.
- Effect of a purchase on agency productivity.
- Added value to the proposal.

15.13 Contract Award

IFB

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

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

If two responsible bidders submit the lowest and best bid, the tie bid will be broken by a coin flip. Accordingly, the County Judge shall oversee a coin flip to determine the successful vendor and shall prescribe a manner on who shall flip the coin. The first vendor listed on the tabulation sheet shall be “heads.” The second vendor listed on the tabulation sheet shall be “tails.” One to two impartial witnesses shall be on hand to determine the results of the coin flip. All participants shall certify the results by signing the tabulation sheet or a similar document.

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

After an award is made, a notice of award will be processed, with copies sent to the appropriate vendor and End User Department.

RFP

The award of the contract shall be made by the Commissioners Court to the responsible vendor whose proposal is determined to be the best evaluated offer resulting from the established scoring criteria, the committee scores, finalist interviews and contract negotiation.

15.14 Negotiations and Best and Final Offer (BAFO)

All solicitation negotiations shall be supervised by the Purchasing Department. Any conversations with vendors in a formal solicitation setting must be in coordination with the Purchasing Department in attendance, and a member of the End User Department should be present for all discussions with vendors. Departments contacting vendors without coordinating with the Purchasing Department risk jeopardizing the integrity of the County procurement process.

Negotiations may take place under the direct supervision of Purchasing Staff and will be conducted as follows:

- The selection criteria in the request for proposal and the weighted value for those criteria in the request for proposal.
- Its ranking evaluation:
 - The governmental entity shall first attempt to negotiate a contract with the selected offeror;
 - If the governmental entity is unable to negotiate a satisfactory contract with the selected offeror, the governmental entity shall, formally and in writing, end negotiations with that offeror and proceed to the next offeror in the order of the selection ranking until a contract is reached or all proposals are rejected.

A Best and Final Offer (BAFO) can be requested under the direct supervision of the Purchasing Agent from the finalist(s) in an attempt to reach a contract.

15.15 No Responses to Solicitation

In the event that no responsive bids or proposals are received to a formal solicitation, Texas Local Government Code § 262.0225(d) states:

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

This statute requires the Commissioners Court and Purchasing Agent adopt procedures to the extent practicable under the circumstances, for the purchase of an item for which the County receives no responsive bids.

If the County has complied with the competitive bid process and no responsive bids were received, the Purchasing Department shall use the following procedures to satisfy the needs of the County:

- The same specifications that were used in the initial formal bid process will generally be used to obtain one quote from a vendor known to provide the needed goods and services.
- The End User Department shall provide the quote to the Purchasing Department.
- Purchasing will then review the quotes, terms, conditions, and the End User Department recommendation.

- After review, Purchasing shall request placement of the request on the Commissioners Court agenda for consideration and approval. When approved by the Commissioners Court, the necessary purchase order will be issued not to exceed one year at which time the solicitation shall be reissued.

AUTHORITY: §262.0245. COMPETITIVE PROCUREMENT PROCEDURES ADOPTED BY COUNTY PURCHASING AGENTS OR COMMISSIONERS COURT.

16. COOPERATIVE AND INTERLOCAL PURCHASING

In accordance with Texas Local Government Code Chapter 271, the County may participate in cooperative purchasing programs to increase efficiency in the purchasing process, generate cost savings through aggregated purchasing volume and reduce administrative costs. The county participates in the purchasing programs of various local, state, and national purchasing cooperatives.

16.1 Cooperative Contracts (No Professional Services Permitted)

Cooperative Contracts may not be utilized for professional services.

16.2 Cooperative Contract Expiration Dates

The natural expiration date shall be used meaning the date listed on cooperative contract. When a cooperative contract expires it is no longer valid.

16.3 Cooperative Goods and Services Spend Threshold

Although cooperative purchasing is recognized as a valuable tool for compliant government purchasing, it does not provide a customized contract or receive the specialized scrutiny that the solicitation process provides. Although cooperative purchasing is efficient, it is sometimes not the best price that can be achieved. For this reason, cooperative purchase requests for goods and services **under \$500,000.00** shall be processed according to Purchasing Policy. Cooperative purchase requests for goods and services **over \$500,000.00** shall receive extra analysis from the Purchasing Department as a measure to provide our required due diligence on larger expenditures. The Purchasing Department, as a result of this added analysis and at their discretion, **may** require a solicitation to be issued to fully source the market. The cooperative contract will always remain an option in this scenario.

16.4 Construction Spend Threshold

Cooperative purchase requests for construction projects **under \$2 million** shall be processed according to Purchasing Policy. Cooperative purchase requests for construction projects **over \$2 million** shall receive extra analysis from the Purchasing Department as a measure to provide our required due diligence on larger expenditures. The Purchasing Department, as a result of this added analysis and at their discretion, **may** require a solicitation to be issued to fully source the market. The cooperative contract will always remain an option in this scenario.

Purchasing Cooperatives currently approved and utilized by Williamson County:

- Texas Association of School Boards (BuyBoard)
- Houston Area Council of Governments (HGAC)
- Purchasing Solutions Alliance (PSA)
- Omnia National (formerly TCPN)
- Sourcewell (formerly National Joint Powers Alliance - NJPA)

- Texas Interlocal Purchasing System / Texas-Arkansas Purchasing System (TIPS / TAPS)
- Purchasing Cooperative of America (PCA)
- GoodBuy
- TxSmartBuy/TXMAS/TPASS
- Choice Partners
- ODP Business Solutions
- Texas Department of Information Resources (DIR)
- General Services Admission (GSA)
- Tarrant County Cooperative Purchasing Program
- Sheriff's Association of Texas
- TX Share Public Sector Solutions Center

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

New Cooperative Platform Consideration

Before requesting Commissioners Court approval of a cooperative or interlocal agreement, each organization or contract is vetted by the Purchasing Department and General Counsel to ensure they comply with the County's legal requirements as prescribed by the County Purchasing Act.

16.5 Interlocal Agreement Purchasing

The Interlocal Cooperation Act (Texas Local Government Code Chapter 791) allows local governments to contract with and between each other to provide governmental functions and services, and to join in contracting with others to provide goods and services through an interlocal or cooperative purchasing agreement. No price limits apply to interlocal purchasing agreements as outlined below. Each interlocal agreement must be approved by the Commissioners Court. Contracts awarded through interlocal agreement must meet the competitive solicitation requirements of Williamson County and the agency's solicitation must allow for cooperative purchasing.

Interlocal Agreement Goods and Services Spend Threshold

No spend threshold limit or guideline is in place for interlocal purchasing agreements. Purchasing Agent shall review Interlocal Purchasing requests and may require a solicitation to fully source the market.

Interlocal agreements with various governmental agencies currently include:

1. Cities

Austin, Cedar Park, Coupland, Denton, Ft. Worth, Georgetown, Granger, Hutto, Leander, Round Rock, Taylor, and Thrall

2. Counties

Bastrop, Brazoria, Denton, Fort Bend, Hood, McKinley (NM), Montgomery, Tarrant, Tom Green, and Volusia (FL)

3. Other

Greater Orlando Aviation Authority, Montgomery County Hospital District, and Texas Emergency District #10 (ESD #10)

17. EMERGENCY PURCHASES

Emergency purchases are authorized in extremely limited circumstances. The purchase of any goods or services needed because of an emergency condition shall comply with the provisions of the Texas Local Government Code, §262.024(a)(1)-(3) which allows the Commissioners Court to exempt competitive procurement and obtain expedited approvals.

17.1 Justification

Emergency purchases shall be defined as:

- An item that must be purchased in a case of public calamity if it is necessary to make the purchase promptly to relieve the necessity of the citizens or to preserve the property of the County.
- An item necessary to preserve or protect the public health or safety of the residents of the County.
- An item necessary because of unforeseen damage to public property.

17.2 Approval

If an emergency situation arises in which materials or services must be purchased and obtained without administrative delay, emergency purchasing may be authorized. The decision-making process will be conducted on an individual case basis by the Purchasing Agent in collaboration with the requesting Department Head, County Auditor, and County Judge. Failure to promptly notify the Purchasing Department and input a requisition for the emergency could affect the County's ability to approve the claim for payment.

17.3 Budget

Departments must identify funding sources and work within an approved budget in an emergency setting.

17.4 Standard Procedure

- The Department Head experiencing the emergency shall contact a vendor who can furnish the goods or services immediately and obtain a price proposal.
- The Department Head should then contact the Purchasing Department for approval, specifying the details of the situation, the vendor contacted, and the cost of the materials or services, and inform the County Judge and County Auditor of the emergency.
- The Purchasing Agent, County Judge, and County Auditor shall determine, together, the approval of the emergency purchase.

- Once approved, the Purchasing Agent will consult with General Counsel to determine if an Emergency Service Agreement is needed. If an agreement is needed, the End User Department will obtain the vendor signature and insurance certificate, if applicable, and submit all documentation to the Purchasing Agent.
- The Purchasing Department and / or End User Department will obtain the County Judge's signature on said agreement. Once the agreement has been signed, the End User Department has authorization to proceed with the purchase.
- The Department Head or designated employee must submit a Requisition to the Purchasing Department so that a Purchase Order can be issued within three days of the emergency.
- The Purchasing Department will place an agenda item on the next possible Commissioners Court session exempting and ratifying the emergency purchase.

17.5 P-Card Procedure

- For items less than \$20,000.00, the Purchasing Agent may authorize, in coordinating with the Department Leadership, County Judge and County Auditor, any action to be taken, including the use of a department P-Card for an emergency purchase payment. The Purchasing Agent may allow P-Card spending limits to be temporarily increased to cover emergency purchases. No Commissioners Court exemption is required at this spend level.
- The Purchasing Agent and Purchasing Department are in possession of high-limit P-Cards to facilitate emergency purchases in the event that payment is required immediately.
- The Department Head or designated employee must submit all P-Card receipts and supporting written documentation detailing the emergency to the Purchasing Agent within three days of the emergency.
- For emergency P-Card purchases \$20,000.00 or higher, the Purchasing Department will place an agenda item on the next possible Commissioners Court session exempting and ratifying the emergency purchase.

17.6 After Hours Contact

For after-hours emergency purchases, meaning Monday through Friday, before 8:00 a.m. and after 5:00 p.m., nights, holidays, and weekends, the Department Head shall email or call the Purchasing Agent, County Judge or County Auditor.

18. PROFESSIONAL SERVICES

18.1 Definitions

Several laws and policies determine which procedure the Purchasing Agent must comply with when procuring professional services. The Professional Services Procurement Act, Chapter 2254, Subchapter A, the County Purchasing Act and the County Auditor Professional Services Procurement Procedure apply.

[Professional Services Procurement Procedure | Williamson County, TX](#)

There are two types of professional services:

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

Professional services are defined as:

- Services within the scope of the practice, as defined by state law, of accounting, architecture, landscape architecture, land surveying, medicine, optometry, professional engineering, real estate appraising, professional nursing, or forensic science.
- Services provided in connection with the professional employment or practice of a person who is licensed or registered as a certified public accountant, an architect, a landscape architect, a land surveyor, a physician including a surgeon, an optometrist, a professional engineer, a state certified or state licensed real estate appraiser, a registered nurse, a forensic analyst, or forensic science expert.

AUTHORITY: Texas Government Code Chapter 2254 under the Professional Services Act.

18.2 Request for Statements of Qualifications (RFSQ)

To comply with the statutory requirements, the Auditor’s Office procedure ensures vendors a fair and equitable opportunity to do business with the County and to ensure that the services of the most qualified professional are obtained, professional services shall be purchased by using the Request for Statement of Qualifications (RFSQ) process.

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

- (1) on the basis of demonstrated competence and qualifications to perform the services; and***
- (2) for a fair and reasonable price.***

Weighted scoring criteria shall be established for the evaluation of responses. However, statute requires that contracts for the purchasing of these professional services may not be awarded on the basis of price. Instead, services must be awarded on the basis of demonstrated competence and qualifications. Once a high scoring respondent is established by a scoring committee based on qualifications, under the direct supervision of the Purchasing Agent, a contract scope and price can be negotiated for the consideration of award by the Commissioners Court.

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

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

18.3 “Other” Defined Services

As defined in this manual “other” personal or professional services are those services usually referred to as a professional service, but not specifically defined or covered in the Professional Services Procurement Act. Examples include lawyers, planners, etc. Various court opinions have defined these “other” professional services as services requiring technical skill and expertise; labor and skill which is predominately mental or intellectual, rather than physical or manual; or, a special skill and experience. “Other” personal services have been defined as services that must be performed by a particular person and, by the terms of the contract, no substitutions are allowed. A determination for “other” professional services categories shall be made by the Purchasing Agent in coordination with the General Counsel’s Office and Auditor’s Office.

18.4 Pre-Qualified Consultant Pool

Departments that utilize professional services consultants on a regular basis may seek to establish a pre-qualified pool of professionals. Once established, Professional Service Agreements detailing a scope of work and fee can be negotiated and presented to the Commissioners Court for approval. The result of an RFSQ in this setting is a list of qualified consultants.

Generation of Pre-Qualified Pool Must Be Open and Fair for All Interested Firms

In order to maintain a current prequalified pool, the entire list should be regenerated on an interval not to exceed two years through an RFSQ process. The process must be consistent, open, and fair for all professional firms wishing to participate in the relevant prequalified pool. While membership in the pool is not a guarantee that work will be given, all firms that are members of the pool will be given consistent opportunities to demonstrate their competence and qualifications for appropriate projects.

Prequalified Pool Must Be Approved by Williamson County Commissioners Court

Only the Williamson County Commissioners Court, acting as a body, may approve the use of a prequalified pool. Such approval must be obtained and recorded in the minutes of the Commissioners Court. Use of the pool should be based on a finding that it is in the public's interest.

AUTHORITY: Williamson County Auditor's Office Professional Services Procurement Procedure.

19. CONSTRUCTION PROCUREMENT

Construction purchasing will be consistent with other procurement procedures as defined in this manual and in accordance with the pertinent statutes. The Purchasing Agent will supervise all construction purchases.

19.1 Statues

Section 262.011(e) of the Texas Local Government Code states that “The county purchasing agent shall supervise all purchases made on competitive bid...”

Section 271.024 of the Texas Local Government Code states that “to award a contract for the construction, repair, or renovation of a structure, road, highway, or other improvement or addition to real property on the basis of competitive bids, and if the contract requires the expenditure of more than \$100,000 from the funds of the entity, bidding on the contract must be accomplished in the manner provided by this subchapter.”; and, Section 271.0245 of the Texas Local Government Code details additional competitive procedures.

Construction procurements may use the IFB format and process, or any other alternative delivery method allowed by Government Code 2269. Additional alternative delivery methods include Competitive Sealed Proposal, Design Build, Construction **Manager-At-Risk**, Construction Manager-Agent.

19.2 Specifications

Specifications shall be provided by the Facilities Management, Parks Department or Road and Bridge Department. Bid set plans at 100% design shall be provided by a licensed professional consultant.

Specifications for minor installations or repairs that do not require professional design or engineering can be provided by an approved contractor in coordination with Williamson County staff.

19.3 Architect / Engineering / Land Surveying Services

The Professional Services Procurement Act outlined in Texas Government Code 2254 requires that architectural, engineering and land surveying services be procured using a two-step process. According to the Act, the entity (County) shall:

- First select the most highly qualified provider of those services on the basis of demonstrated competence and qualifications.
- Then attempt to negotiate with that provider a contract at a fair and reasonable price.

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

- Formally end negotiations with that provider.
- Select the next most highly qualified provider.
- Attempt to negotiate a contract with that provider at a fair and reasonable price.

The entity shall continue the process to select and negotiate with providers until a contract is entered according the Williamson County Professional Services Act and the Professional Services Procurement Procedure as mandated by the County Auditor’s office.

19.4 Alternative Delivery Methods for Construction Projects

The Construction Manager-Agent method allows a governmental entity to contract for the construction, rehabilitation, alteration, or repair of a facility; a governmental entity using the construction manager-agent method may, under the contract between the governmental entity and the construction manager-agent, require the construction manager-agent to provide administrative personnel, equipment necessary to perform duties under this section, and on-site management and other services specified in the contract. A construction manager-agent represents the governmental entity in a fiduciary capacity.

The Construction Manager-At-Risk (CMAR) method is permitted and requires the governmental entity to select or designate an engineer or architect who shall prepare the construction documents for the project and who has full responsibility for complying with Chapter 1001 or 1051, Occupations Code, as applicable. The governmental entity shall then select the construction manager-at-risk in either a one-step or two-step process as required by statute.

A Design-Build Contract may be used for the construction, rehabilitation, alteration, or repair of a facility. The governmental entity shall prepare a request for qualifications that includes general information on the project site, project scope, budget, special systems, selection criteria, and other information that may assist potential design-build firms in submitting proposals for the project. The governmental entity shall evaluate statements of qualifications and select a design-build firm in two phases:

- The governmental entity shall prepare an RFSQ and evaluate each Offeror’s experience, technical competence, and capability to perform, the past performance of the submitted by the team or firm in response to the RFSQ, except that cost-related or price-related evaluation factors are not permitted.
- The governmental entity shall evaluate the information submitted by the offerors based on the selection criteria stated in the RFSQ and the results of an interview.

The Competitive Sealed Proposal Method may be used to score and rank the offerors, negotiate as prescribed, and then contract with a general contractor for construction, rehabilitation, alteration, or repair of a facility. 2269.152 states The governmental entity shall select or designate an architect or engineer to prepare construction documents for the project. The governmental entity shall prepare a request for competitive sealed proposals that includes construction documents, selection criteria and the weighted value for each criterion, estimated budget, project scope, estimated project completion date, and other information that a contractor may require to respond to the request. The weighted value assigned to the price must be at least 50 percent of the total weighted value of all selection criteria. If the governing body of a governmental entity determines that assigning a lower weighted value to price is in the public interest, the governmental entity may assign to price a weighted value of not less than 36.9% of the total weighted value of all selection criteria. The governmental entity shall receive, publicly open, and read aloud the names of the offerors and any monetary proposals made by the offerors. The governmental entity shall select the offeror that submits the proposal that offers the best value based on:

- The selection criteria in the request for proposal and the weighted value for those criteria in the request for proposal.
- Its ranking evaluation.

The governmental entity shall first attempt to negotiate a contract with the selected offeror. The governmental entity and its architect or engineer may discuss with the selected offeror options for a scope or time modification and any price change associated with the modification. If the governmental entity is unable to negotiate a satisfactory contract with the selected offeror, the governmental entity shall, formally and in writing, end negotiations with that offeror and proceed to the next offeror in the order of the selection ranking until a contract is negotiated or all proposals are rejected.

The Job Order Contracts Method may be used for maintenance, repair, alteration, renovation, remediation, or minor construction of a facility when the work is of a recurring nature but the delivery times, type, and quantities of work required are indefinite. The governmental entity shall establish the maximum aggregate contract price when it advertises the proposal. The governing body shall approve each job, task, or purchase order that exceeds \$500,000. The governmental entity may establish contractual unit prices or a job order contract by specifying one or more published construction unit price books and the applicable divisions or line items or providing a list of work items and requiring the offerors to propose one or more coefficients or multipliers to be applied to the price book or pre-priced work items as the price proposal.

AUTHORITY: Texas Government Code Chapter 2269. CONTRACTING AND DELIVERY PROCEDURES FOR CONSTRUCTION PROJECTS.

19.5 Wage Rate Determination

Wage determinations for construction projects shall be verified in accordance with the Davis-Bacon Act at the following link:

[Wage Determinations | SAM.gov](#)

The construction wage rates are determined by job project and title.

19.6 Receipt of Solicitation Responses

Shall be conducted as outlined in the Formal Solicitation section of this manual.

19.7 Public Openings of Responses

Shall be conducted as outlined in the Formal Solicitation section of this manual.

20. CONSULTING SERVICES PURCHASING

Consulting services are unique and are defined as a contract that does not involve a traditional relationship of employer and employee. A major consulting services contract is one that will exceed \$15,000.00.

Statutory guidelines require that the greatest and fairest competition be achieved when selecting a consultant but allow flexibility in the method of procurement. The statute does not require or prohibit the use of competitive bidding, meaning that a Quote, Invitation to Bid, Request for Proposal or Request for Statements Qualifications can be used. The formal solicitation process shall be used should the End User anticipate the contract to exceed \$100,000.00.

AUTHORITY: Texas Government Code 2254 Subchapter B. CONSULTING SERVICES

21. COMPLEX TECHNOLOGY PURCHASING

Critical information systems shall be defined as those software or hardware technology items that are required to run the day-to-day County functions, are integrated throughout the organization, and are related to safety or business operations.

Critical systems cannot easily be replaced, and the County recognizes that issuing a solicitation for a critical system with the intent of changing or upgrading the system is a major undertaking that obligates the time of key stakeholders. The Purchasing Agent may recommend a captive exemption for critical systems for a period of 15 years.

Once a critical system has been in place for 15 years or the price has increased 25% or more over the life of the contract, then a solicitation may be issued or a new cooperative contract established for the system up to \$500,000.00 per the cooperative purchasing guidelines.

A business case study and budgeting decisions by Williamson County leadership may take place in advance of a system contract final term in order to prepare for a solicitation in advance of the contract expiring.

AUTHORITY: § 262.024. DISCRETIONARY EXEMPTIONS: (a) A contract for the purchase of any of the following items is exempt from the requirement established by Section [262.023](#) if the commissioners court by order grants the exemption:

(7) an item that can be obtained from only one source, including:

(D) captive replacement parts or components for equipment.

If a solicitation is recommended and required for a critical system, the price for migrating to a new system shall be determined and factored into any evaluation. Cost for migration shall include anticipated staff time from all user departments to include IT, HR, Audit, Purchasing, and End User time. This cost for migration shall be determined in advance of issuing a solicitation and disclosed in the specification.

22. TRAINING SERVICES PURCHASING

Contracting for training services is a complex category. Training services are challenging to compare as each program and trainer presents material and skill set learning in different ways. For this reason, the Purchasing Agent recommends to the Commissioners Court that training services under \$100,000.00 be considered a personal service, conducted by the day, and exempting training from competitive bidding.

In the scenario of a training program with the potential to exceed \$100,000.00, the Purchasing Agent may require a formal solicitation to assure that the marketplace has been thoroughly explored.

AUTHORITY: § 262.024. DISCRETIONARY EXEMPTIONS. (a) A contract for the purchase of any of the following items is exempt from the requirement established by Section [262.023](#) if the commissioners court by order grants the exemption: (4) a personal or professional service.

23. SPECIAL FUND PURCHASES

23.1 Overview

Special funds to be used for a special purpose. Examples are, but are not limited to, Law Library funds, Justice Court Technology funds, and Records Management and Preservation funds. These funds require special routing in the Oracle requisition hierarchy which means that regardless of the amount they will route through additional approvers up to the County Judge.

23.2 Forfeiture Funds

While the Law Enforcement Agency or District Attorney has general authority to make the decision what purposes to utilize these funds for, it must follow the County Purchasing Act through the competitive solicitation process. While the Commissioners Court function is of a ministerial nature and therefore must initiate the competitive solicitation process, it cannot refuse the award of a contract to prevent or delay a purchase from a forfeiture fund.

AUTHORITY: Texas Code of Criminal Procedure Chapter 59.

23.3 Commissary Funds

A Sheriff may expend commissary proceeds under Section 351.0415 of the Local Government Code without complying with the County Purchasing Act.

AUTHORITY: Local Government Code §351.0415. COMMISSARY OPERATION BY SHERIFF OR PRIVATE VENDOR

23.4 Vehicle Inventory Tax Escrow Fund

Purchases made by a tax assessor-collector with the interest monies are not subject to the County Purchasing Act.

AUTHORITY: Tex. Atty. Gen. Op. JC-0149 (1999).

24. FURNITURE PURCHASING

24.1 Overview

In the interest of maintaining the best value for the investment and creating a cohesive, professional atmosphere with durable furnishings that can be utilized in most departments, the following guidelines have been approved by the Commissioners Court. Only furniture approved by the Budget Office and Purchasing Department may be purchased.

24.2 Brand

HON brand or like-type furniture is recommended and preferred for durability and long term and frequent use. Williamson County is working to standardize furniture across the organization.

24.3 Purchasing Path

Furnishings are available through several cooperative suppliers that can be located on the Purchasing Portal.

24.4 Projects

Other project-oriented furniture for common space installations such as remodels and new construction shall be selected and installed by the Facilities Management Department.

24.5 Life Cycle

Furniture should only be replaced in the event that it is broken, worn and / or unable to be utilized.

24.6 Approval

Quotes and images of requested furniture shall be submitted to the Budget Department during the budget process for review to ensure compliance with the Furniture Purchasing Guidelines. Like-type requests may be considered. If the requested furniture is found to be in conformance with the Furniture Purchasing Guidelines and recommended brands, the purchase will then need to be reviewed and approved again through the purchasing process.

Approval for Requisition

Approval requires a written quote and image / photo of the item being requested to be submitted through an Origination Ticket.

Approval for P-Card

If furniture is being purchased through a P-Card, the statement submittal must be accompanied by an approval email from the Budget Officer.

Link

[Furniture Buying Made Easy](#)

[Agenda - View Meetings \(8186874806\)](#)

AUTHORITY: Furniture Purchasing Policy adopted by the Commissioners Court 4/25/23 Agenda Item #42.

25. COUNTYWIDE CONTRACTS

Current countywide contracts available to all End Users are as follows. Information and guidance on ordering from each contract can be found on the Purchasing Portal:

- Vehicle and Upfit Purchasing
- Multifunction Devices (Copy / Print / Scan)
- Temporary Labor

Link

[NEW Purchasing Portal - Home](#)

26. CONTRACT ADMINISTRATION, MODIFICATION AND SYSTEM ACCESS

26.1 Contract Administration

The Purchasing Department strives to provide contract administration support for all contracts originated in the Purchasing Department.

Purchasing Department service level tasks for contract administration shall include but not be limited to:

- Review of contract for purchasing law and policy compliance.
- Routing of contract to Commissioners Court for review and approval.
- Routing to Judge's Office for required signatures.
- Return of signed contract to End User or Department point of contact.
- Placement of contract into Purchasing Department primary and back-up contract management system ("System").
- Monitoring of contract expiration dates through System.
- Notifying departments of up-coming renewal or expiration dates.
- Planning future contract strategies to consolidate buying power.
- Permanent archiving of expired contracts.

System shall capture:

- Contract Number
- Solicitation Type
- Contract Description
- Vendor Name
- Commissioners Court Approval Date
- Agenda Item Number
- Contract Start Date
- Contract Term Date
- Available Renewals
- Contract Renewal Date(s) with Commissioners Court Approval Dates
- Contract Documents in File

- End User Department
- End User Department Point of Contact
- Purchasing Department Contact

Contract categories shall be:

- Term Contract
- One-time goods and services – Projects Team
- One-time goods and services – Support Team
- Construction and Professional Service Agreements

26.2 Acceptable Signature Formats

When signing a contract with Williamson County the following signature formats are acceptable:

- Wet signature with date (with preference to blue ink), scanned PDF submitted to the Purchasing Department; or
- An electronic signature (E-Signature) service that includes authentication to verify the identity of the signer submitted to the Purchasing Department:
 - The E-Signature platform must use at least one method of authentication (e.g., email, access code, digital certificates), and;
 - The platform must provide a record of who signed and when (i.e., audit trail).

Examples of approved services include Docusign, Adobe Sign, or others approved by the Williamson County Purchasing Department.

26.3 System Access

The Purchasing Department shall fund and maintain a primary and back-up contract management system, herein “System”, for redundant security. The Purchasing Department shall utilize the System for all contracts that originate through the Purchasing Department.

Each Department, through a designated employee may have access to the System and contract data with read-only permissions. This access is provided to allow for review of documents and tracking of contract dates and vendor performance records.

26.4 Contract Management

This aspect of the procurement process is one of the most important and is frequently overlooked. The End User Department is on the “front line” and has the best capability to monitor and document contractor performance / compliance. To accomplish this, the following is recommended:

- Assign department personnel who have frequent interactions with the contractor to monitor and document performance.
- Require assigned personnel to read and fully understand the contract requirements.
- Coordinate with the Purchasing Department as soon as possible after contract award to identify the types of non-performance and non-compliance to be documented and the documentation requirements. Documentation at a minimum should include the details of each instance of non-performance, such as: date, location, description of the non-compliance, how the vendor was notified of non-compliance, and the name of the vendor’s representative who was notified. The Purchasing Department tracks vendor performance via the Vendor Performance Report (VPR) located on the internal SharePoint Purchasing Portal. Documentation received via the VPR will be documented in the vendor file.

The Department, unless it is countywide contract, will be responsible for monitoring and documenting contractor performance and compliance. All documentation of non-compliance should be shared with the Purchasing Department via [Vendor Performance Report \(VPR\)](#) e-link on the Purchasing Department Portal and shall be communicated in writing to the Purchasing Department Contract Specialist who is assigned to monitor contracts for performance in collaboration with the End User Department. If there has been poor performance or non-compliance with the contract, the Contract Specialist will assist with initiating corrective action notice with the vendor. The Contract Specialist will also coordinate with the End User Department to document whether the terms of corrective action have been met.

The Contract Specialist will take all steps related to obtaining compliance with the contract but will consult with the General Counsel before taking any steps toward suspension or termination of the contract. The Contract Specialist will coordinate with the General Counsel, who oversees the contract termination process, on vendor communication related to termination or suspension.

The objectives of End User contract management are to:

- Ensure the contract requirements are satisfactorily performed before authorizing payment.
- Identify any material breach of contract by assessing the difference between contract performance and material non-performance.
- Determine if corrective action is necessary and take action if required.
- Resolve any disputes.

Effective contract management ensures that the contract requirements are satisfied, that the goods and services are delivered per the specification, and that the financial interests of the County are protected. Proactive contract administration minimizes or eliminates problems and potential claims and disputes.

26.5 Contract Modifications

After award of a contract but before the contract is made, the Purchasing Agent, designated Purchasing employee or Department Head may negotiate a contract modification if it is in the County's best interests, does not substantially change the scope of the contract or cause the contract amount to exceed the next lowest bid. The Commissioners Court must approve the modification and contract for it to be effective.

AUTHORITY: Texas Local Government Code, §262.0305. MODIFICATION AFTER AWARD

26.6 Change Orders

The Commissioners Court may also make changes in plans or specifications after a contract is made or if it becomes necessary to increase or decrease the quantity of items purchased. The original contract price may not be increased under this section by more than 25%. The original contract price may not be decreased under this section by more than 18% without the consent of the contractor. The Purchasing Department will assist with required analysis and documentation in the event that a vendor seeks a price adjustment. Price adjustments must be justified and requested in writing for Purchasing Department review (i.e., material cost increase etc.) and that this has to be documented in detail. If warranted, the request will be submitted to the Commissioners Court for consideration. At times Purchasing may recommend price escalation clauses in the contract.

The total contract price may not be increased unless the cost of the change can be paid from available funds and the increase is approved by Commissioners Court.

The Commissioners Court has the authority to approve change orders to a contract that involves an increase or decrease of more than \$50,000.00. In certain circumstances however, the Commissioners Court designates a county employee (i.e., Project Manager) to approve change orders up to a certain amount but below \$50,000.00.

The Purchasing Agent will bring contract change order requests to Commissioners Court for approval on all contracts originated through the Purchasing Department.

The Commissioners Court may approve modifications and change orders to contracts if the changes are within the general scope of the contract.

AUTHORITY: Texas Local Government Code, §252.048(d). CHANGE ORDERS

26.7 Contract Renewals

When a contract is established, pre-determined optional renewals shall be written into the contract. The Purchasing Department Contract Specialist shall notify and work with the End User on renewing a contract if the End User seeks to renew. Renewals shall be placed on the Commissioners Court agenda for review and approval. Auto Renewals do not require Commissioners Court approval each time a renewal term passes unless expressly stated in the contract. Auto Renewals are not to be considered indefinite. Defined contract term periods are encouraged.

26.8 Contract Extensions

In some scenarios, an extension of a contract may be necessary. This occurs most often when a defined scope of work has yet to be completed within the contracted timeframe. Purchasing staff, in tandem with the General Counsel's Office, will work to establish a contract extension if needed and if compliant. Extensions shall be placed on the Commissioners Court agenda for review and approval.

26.9 Contract Amendments

Contract amendments can be drafted to address a new need that arose after the contract was signed provided that the general scope remains unchanged. Amendments can also be drafted to clarify details that were left out of the original contract, to correct errors in the original contract, to improve the original contract and to adjust for unanticipated situations. These are considered a change order and will be reviewed for compliance. Amendments shall be placed on the Commissioners Court agenda for review and approval.

26.10 Services Contract

A contract is required when on property services are needed and must be approved by Commissioners Court.

26.11 Master Service Agreements and Job Order Contracts

Master Service Agreements (MSA) and Job Order Contracts shall serve as a legally binding contract that outlines the terms and conditions between two parties. This document shall govern a vendor's service work to the County during the period of the contract. Purchase orders can be issued referencing this MSA without the need for an additional Services Contract.

Under \$100,000: Facility Management Director may authorize Task Order or Work Order, commence work and ratify the contract through the Commissioners Court;

\$100,000 and over: Commissioners Court must authorize a Task Order or Work Order prior to commencement of work.

26.12 Contract Survivability

Some goods and services contracts will contain a survivability clause that can be used in the event that the expiration of a contract will cause a hardship to the County. This shall be used only in unique cases and its appropriateness will be determined by the Purchasing Agent and General Counsel Office. If survivability is required the Purchasing Agent or Deputy Purchasing Agent, with approval of the General Counsel Office, will notify the vendor and the End User via e-mail of the survivability term and activation which is typically 90 days.

26.13 Contract Termination

When alerted by End Users that a contact termination is necessary, Purchasing shall notify the General Counsel office. General Counsel will prepare the letter of termination, signed by the handling attorney. The General Counsel's office shall place the letter on the Commissioners Court agenda for review and

approval and shall send the approved letter via certified mail to the supplier so that if the supplier has any questions, those questions can be directed to the General Counsel's office. Documentation of sent and receipt (e-mail) shall be kept in the contract file with General Counsel and in the Purchasing contract database by the Contract Specialist(s).

26.14 Assignment

In the event that a vendor contract requires assignment, the Purchasing Contracts and Programs Team can assist with support from General Counsel.

27. FEDERALLY FUNDED AND GRANT PROCUREMENTS

27.1 Grants

Grants are administered via written contract between the County and the granting authority. Texas Government Code Section 2261.002(1) includes grants in its definition of a contract for which the recipient of the grant is required to perform a specific act or service, supply a specific type of product, or both.

27.2 Supplies, Equipment and Services

All procurement of supplies, equipment and services utilizing Federal Funds (e.g., Federal Grant or Contract) shall be made in accordance with all applicable federal rules and regulations, including but not limited to the Federal Acquisition Regulations (FAR), Federal Office of Management and Budget (OMB) Circular A-102, and OMB Circular A-110. The End User department is responsible for providing the Purchasing Agent a copy of all procurement requirements in the grant document in a timely manner.

27.3 System for Awards Management (SAMS)

All vendors, prior to award with federal funds, are “required” to be searched with the Excluded Parties List System also known as System for Awards Management (SAMS) at the following link:

[Home | SAM.gov](#)

27.4 HUB and DBE Designations

Certain grant funds and federally funded procurements may be subject to Historically Underutilized Business (HUB) and Disadvantaged Business Enterprise (DBE) consideration requirements. The Purchasing Specialist can assist with determining this possible requirement when purchases are made from funds other than the General Fund.

27.5 Federal Policies

All Procurement of goods and services will comply with federal procurement and contract requirements outlined in 2CFR200.317 to 2CFR200.327. These procurement requirements must and will be followed for reimbursement from grant allocations originating from the federal government.

Solicitations

Procurements subject to this Policy will be made on the basis of a written solicitation, after careful consideration by County Staff (with, as applicable, the support of a selection committee) of the needs of the County and available resources. The written procedures in this Policy are intended to ensure that all solicitations meet the following federal requirements as well as conducting best practices.

1. Clear Description

The solicitation must incorporate a clear and accurate description of the technical requirements for the material, product or service to be procured. This description should include a written statement of work.

2. Nonrestrictive Specification

The description of the technical requirements must contain features that do not unduly restrict competition.

3. Qualitative Requirements

The description of the technical requirements 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.

- **Brand Name or Equal:** When it is impractical or uneconomical to write a clear and accurate description of the technical requirements of the property or service to be acquired, “brand name or equal” descriptions may be used to define the performance or other salient requirements of procurement. The specific features of the named brand which must be met by offerors must be clearly stated. The need for a “brand name or equal” specification should be documented.
- **Preference or Performance Specifications:** Product or service specification describe an end result, an objective, or standard to be achieved, and leaves the determination of how to reach the result to the contractor. Performance specifications describe what the product should be able to do or the services to accomplish, without imposing unnecessarily detailed requirements on how to accomplish the tasks.

4. Requirements

The solicitation must identify all requirements which the offerors must fulfill and all other factors to be used in evaluating bids or proposals. All solicitations for competitive proposals must notify offerors that Williamson County reserves the right to award to other than the lowest-priced offeror. Generally, Williamson County will make a best value determination, balancing cost against technical merits, in awarding competitive contracts.

5. Type of Federal Funding

The solicitation must acknowledge the source of the Federal funding for the contracts, in compliance with the terms of its financial assistance award.

6. Contract Type

The solicitation should state the type of contract that will be awarded.

- **Fixed Price:** A fixed price contract provides for a firm price that remains irrespective of the contractor's actual cost of performing the scope of work under the contract. The risk of performing the work, at the fixed price, is borne by the contractor. Fixed price contracts may include an economic price adjustment, incentives, or both.
- **Cost-Reimbursement:** Cost-reimbursement type contracts provide for payment of certain incurred costs to the extent provided in the contract. They normally provide for the reimbursement of the contractor for its reasonable, allocable, and allowable costs, with an agreed-upon fee. There is a limit to the costs that a contractor may incur at the time of contract award, and the contractor may not exceed those costs without Williamson County's prior approval. Cost allowability is determined by Federal regulations. There are many varieties of cost-reimbursement contracts, such as cost-plus-fixed-fee, cost-plus-incentive-fee, and cost-plus-award-fee. Because Williamson County incurs more risk in a cost-reimbursement contract, these types of contracts should only be entered into after a careful analysis of the benefits compared to other contract types.
- **Time and Materials Contracts:** A time and materials type contract is a contract whose cost to the County is the sum of the actual cost of materials and direct labor hours charged at fixed hourly rates that reflect wages, general administrative expenses, and profit. This type of contract is used if no other contract is suitable and if the contract includes a ceiling price that the contractor exceeds at its own risk.
- **Cost-Plus Percentage of Cost:** The use of cost-plus percentage of cost and cost-plus a percentage of construction cost methods of contracting are prohibited.

7. Prohibitions

Certain provisions that unduly restrict competition are prohibited. The following are some examples of these prohibited provisions. Note that the provisions described below are not prohibited when they are improper or excessive. For example, some qualifications and experience may be required for a particular type of contract; only "excessive" or "necessary" requirements are not allowed:

- **Excessive Qualifications:** Placing unreasonable requirements on firms in order for them to qualify to do business.
- **Unnecessary Experience:** Requiring necessary experience.
- **Unnecessary Bonding:** Requiring excessive bonding.
- **Improper Qualification:** Using improper prequalification procedures that conflict with.
- **Retainer Contract:** Making a non-competitive solicitation only to a person or firm on retainer contract where that award is not for property or services specified for delivery under the scope of work of the retainer contract.
- **In-State, Local, or Tribal Geographic Preferences:** Imposing prohibited in-state, local, or tribal geographic preferences that conflict with. What does this conflict with?
- **Organizational Conflict of Interest:** Allowing entities to submit bids or proposals in response to the solicitation where there would be a prohibited organizational conflict of interest.

Method for Procurement

All procurements made under this policy shall avoid acquiring unnecessary or duplicative items. Conducting multiple steps in monitoring invoices received ensures avoiding unnecessary or duplicative items. Invoices for grant expenditures will be reviewed by the End User for potential duplicative items. Once approved, the invoice will be sent to the County Auditor. The Auditor's Office will then review the invoice again prior to approving payment. Procurements shall be made using one of the following:

- Micro-Purchases
- Small Purchase Procedures
- Competitive Sealed Bids
- Competitive Negotiations
- Non-Competitive Negotiations

All procurements shall be made in accordance with these procedures.

1. Micro-Purchases

Purchases below the Simplified Acquisition Threshold may be awarded without soliciting competitive proposals if Williamson County considers the price to be reasonable. Efforts will be made to get the lowest and best price, but written records of such efforts are not necessary. Procurements may not be disaggregated for the purpose of falling below the Micro-Purchase Threshold.

2. Small Purchases

Purchases of supplies, equipment and services which cost below \$50,000.00 require written supplier estimates but no formal bid is required. Williamson County will solicit a verbal or

written response from at least three vendors and will document why the vendor was selected if it is not the lowest priced offeror. If no such responses are available, a statement explaining the procurement will be prepared and filed.

3. Competitive Sealed Bids

The use of sealed bids will be employed when detailed specifications for the goods or services to be procured can be prepared and the primary basis for award is cost. When the cost of a contract, lease or other agreement or materials, supplies, equipment, or contractual services, other than those personal (procuring the services of an individual for staff augmentation services) or professional (provided by a degree, licensed professional, principally engineering, accounting, and legal services), exceeds \$50,000.00, an Invitation for Bid ("IFB") notice will generally be prepared. This notice will be published in the County newspaper of record and / or such other places as the County deems appropriate. This notice will appear at least 14 days before the due date for bid proposals. The County may also solicit sealed bids from responsible prospective suppliers by sending them a copy of such notice. To the extent possible, the County Staff is encouraged to maintain an open Bidders List. The IFB will include a complete, accurate and realistic specification and description of the goods and services to be procured, any required bid deposit, the amount of payment bond and bond performance required, (if applicable), the location where bid forms and specification may be secured, the time and place for opening bids, and whether the bid award will be made on the basis of the lowest price or the lowest evaluated price. If the lowest evaluated price is used, the measurable criteria to be used must be stated in the IFB. Sealed bids will be opened in public at the time and place stated in the IFB. The bids will be tabulated at the time of bid opening. The results of the tabulation and the bid procurements will be examined for accuracy and completeness. In addition, the County shall determine that all firms are responsive and responsible. The County will make the decision as to whom the contract shall be awarded. After the bid award is made by the County, a contract will be prepared for execution by the successful bidder. After the contract is signed, all bid deposits will be returned to all unsuccessful bidders. The County may cancel an Invitation for Bid or reject all bids if it is determined that such is in the best interest of the County. Bidders will be notified in writing of such cancellation or rejection. The County may allow a vendor to withdraw a bid if requested at any time prior to bid opening. Bids received after the time set for bid opening shall be returned to the vendor unopened. Bids which do not accept all terms and conditions of the IFB shall be deemed to be non-responsive and will be rejected. Any changes to the bidding terms and conditions shall be communicated to all bidders, and all bidders will have an equal chance to submit a bid responsive to those changed terms and conditions.

4. Competitive Negotiations

The County will use competitive negotiations, regardless of contract amount, upon written determination that either of the following conditions apply:

- Specifications cannot be made specific enough to permit the award of a bid on the basis of either the lowest bid or the lowest evaluated bid price (in other words, sealed bidding is not feasible); or
- The services to be procured are professional (provided by a degree, licenses professional, principally engineering, accounting, and legal services) in nature.

Competitive negotiations will proceed as follows:

- Proposals will be solicited through advertisement in local newspapers of record and / or such other places as the County deems appropriate.

Additionally, a Request for Proposal (RFP) may be prepared and mailed, emailed, or faxed to qualified vendors. The RFP will describe services needed and identify the factors to be considered in the evaluation of proposals and relative weights assigned to each selection factor. The RFP will also state where further details regarding the RFP may be obtained. The RFP will call attention to the applicable regulations. Requests for proposals will always include cost as a selection factor.

Award must be made to the offeror whose proposal is determined in writing by the County to be the most advantageous to the County with price and other factors considered. This evaluation and award process contemplates a balancing of cost and technical merit in arriving at a determination as to which proposal provides the best value to the County. Evaluations must be based on the factors set forth in the RFP and written evaluation of each response prepared. The selection committee may contact the firm regarding their proposals for the purpose of clarification and record in writing the nature of the clarification. If it is determined that no acceptable proposal has been submitted, all proposals may be rejected. New proposals may be solicited on the same revised terms, or the procurement may be abandoned.

For the procurement of certain professional services, an alternative to RFPs may be used. The County may publish a Request for Statement of Qualifications (RFSQ). RFSQs are handled in a similar method to RFPs with the exception that cost is not a factor in the initial evaluation. The selection committee will evaluate the responses and rank them by comparative qualifications. The highest scoring person or firm will be contacted, and Williamson County will negotiate cost. If the County is unable to negotiate a satisfactory cost arrangement, the second highest scoring person or firm will be invited to negotiate. The County will maintain a written record of all such negotiations.

5. Non-competitive Negotiations

The County requires competitive bids for purchases of goods and services (including consulting services) over \$100,000.00; however, some exceptions apply.

In circumstances, when competition cannot be obtained or the situation necessitates the required number of competitive bids to be reduced, a Sole Source or Reduction Justification Form must be submitted. The following information is a guide for requesting the waiver or reduction of competitive bids on RFPs for goods or services greater than \$100,000.00, the County may purchase goods and services through non-competitive negotiations when it is determined in writing by the County that competitive negotiation or bidding is not feasible and that a sole source supplier is necessary.

Sole Source Definition and Criteria

A single supplier that is exclusively capable of meeting the County's requirements within the time available, including emergency and other situations, which preclude conventional planning and processing. These situations include:

1. One-of-a-Kind / Specialized

The commodity or service has no competitive product or must meet specialized seaport, boat or marine requirements, or specialized professional or technical services, and is available from only supplier.

2. Compatibility

The commodity or service must match an existing brand of equipment for compatibility and is available from only one vendor.

3. Replacement Part

The commodity is a replacement part for specific brand of existing equipment and is available from only one supplier.

4. Delivery Date

Only one supplier can meet necessary delivery requirements.

5. Emergency

URGENT NEED for the item or service does not permit soliciting competitive bids; including purchases needed to address major facility failures, damages due to disasters, or purchases necessary to address immediate safety and security issues.

Only one satisfactory proposal is received through RFP or RFQ.

The Federal or State awarding agency has authorized the particular type of non-competitive negotiation.

Procurement by non-competitive negotiation requires the strictest attention to the observation of impartiality toward all suppliers. The County must approve all procurements by non-competitive negotiation when only one supplier is involved or only one bid or response to an RFP / RFSQ is received.

Contracts

Generally, all procurement in excess of the Simplified Acquisition Threshold will be memorialized and supported by a written contract. Where it is not feasible or is impractical to prepare a contract, a written finding to this effect will be prepared and some form of documentation regarding the transaction will also be prepared.

- All contracts will contain language which allows the County the opportunity to cancel any contract for cause. Said cause shall include (but not be limited to) demonstrated lack of ability to perform the work specified, unwillingness to complete the work in a timely fashion, cancellation of liability insurance or workers' compensation, failure to pay suppliers or workers, unsafe working conditions caused by the contractor, failure to comply with Davis-Bacon wage laws, (where applicable). Failure to keep accurate and timely records of the job, or failure to make those records available to Williamson County (upon request) or any other documented matter which could cause hardship for Williamson County if a claim should arise, or the work is not completed on schedule at the specified cost.
- All contracts will contain a termination for convenience provision, which allows Williamson County to cancel the contract without fault on the part of the contractor. In the event of a termination for convenience, the contractor will receive reimbursement and / or pre-rate payment for costs and work done until the point of termination but not anticipated profits on the work that was cancelled. The termination provision will specify the procedures for the contractor to submit a claim for termination costs.
- Except as otherwise provided under 41 CFR60, all contracts that meet the definition of "Federally assisted construction contract" in 41CFR§60-1.3 must contain the applicable contract clauses described in Appendix II to Part 200, Title 2 (Contract Provisions for non-Federal Entity Contracts Under Federal Awards). These provisions will be provided to all bidders.

Documentation

All source documents supporting any given transaction (receipts, purchase orders, invoices, RFP / RFSQ data and bid materials) will be retained and filed in an appropriate manner. Where feasible, source documents pertinent to each individual procurement shall be separately filed and maintained. Where it is not feasible to maintain individual procurement files, source documents will be filed and maintained in a reasonable manner (examples include chronologically, by vendor, by type or procurement etc.). Whatever form of documentation and filing is employed, the purpose of this section is to ensure that a clear and consistent audit trail is established. At a minimum source document data must be sufficient to establish the basis for selection, basis for cost, (including the issue of reasonableness of cost), rationale for method of procurement and selection of contract type, and basis for payment.

Locally Owned, Minority-Owned, Female Owned and Small Businesses

All necessary affirmative steps will be taken and documented to solicit participation of small and minority businesses, women's business enterprises, and labor surplus area firms. Where possible and feasible, deliver schedules will be established and work will be subdivided to maximize participation by small business or minority - or female owned businesses. Subdivided components will be bid as a separate contract. A list of locally owned, minority-owned, female owned, and small businesses and also minority businesses located within the trade region shall be used when issuing IFBs, RFPs and RFSQs. This list shall also be consulted when making small purchases. The County will use the services and assistance of the Small Business Administration and the Minority Business Development Agency of the Department of Commerce when appropriate. The successful bidder will be required to use these same criteria in selection of suppliers and subcontractors whenever possible.

Code of Conduct

No Williamson County member, employee, consultant, elected official, appointed or designated agent of Williamson County will take part or have an interest in the award of any procurement transaction if a conflict of interest, real or apparent exists. A conflict of interest occurs when the official, employee or designated agent of Williamson County, partners of such individuals, immediate family members, or an organization which employs or intends to employ any of the above has a financial or other interest in any of the competition firm or will otherwise benefit financially or otherwise from a contract award. No Williamson County member, employee or designated agent of Williamson County may acquire a financial interest in or benefit in any way from any activity which uses any Federal funding, nor shall they have any interest in any contract, subcontract or agreement for themselves or any family members. NOTE: These rules apply to all named parties and shall be effective for the period of service and for one year after leaving said position (or office, in the case of elected officials).

1. Acceptance of Gratuities

No Williamson County member, employee or designated agent of Williamson County shall solicit or accept gratuities, favors or anything of monetary value from contractors, potential contractors, subcontractors or potential subcontractors.

2. Penalties

Any Williamson County employee or designated agent of Williamson County who knowingly and deliberately violates the provisions of this code may be subject to disciplinary action ranging from administrative actions to civil or criminal penalties without the legal protection of Williamson County (if any employee) or such sanctions as available under the law (if an elected official).

Any contractor or potential contractor who knowingly and deliberately violates the provisions of these procurement standards will be barred from future transactions with Williamson County.

Additional Provisions

Williamson County Federally funded contracts are subject to a variety of required statutes, regulations, and contract clauses. While it is the responsibility of bidders and offerors to be aware of and comply with those requirements, Williamson County Staff shall include applicable requirements in all Williamson County contracts to the maximum extent possible either in full text, via addendum or attachment, or by reference. The list below is not exhaustive, and other provisions may apply based on the type of work being performed and the dollar amount of the contract. The provisions below are common to many covered contracts:

1. Labor and Employment Laws and Regulations

A variety of construction and non-construction labor and employment laws and regulations are required as a condition of Williamson County's Federal funding. These include provisions related to Equal Employment Opportunity, Prevailing Wages, Anti-Kickback provisions, Overtime and work Safety requirements, and a variety of whistle blower protections. In dealing with all potential bidders and offerors, Williamson County Staff should ensure that the applicable requirements are included in all solicitations and contracts. To the extent possible, Williamson County staff should highlight these requirements to bidders and offerors unfamiliar with or inexperienced in Federally funded projects.

2. Rights to Inventions Made Under Grant or Contract

If a contract awarded by the County may result in the creation of protectable intellectual property, including a patentable invention, copyrighted material, trade secrets or technical data, or any other invention or discovery.

3. Environmental Regulations

Contracts over \$150,000.00 require the contractor to comply with the Clean Air Act and the Federal Water Pollution Control Act. Contracting with Suspended or Debarred Persons or Entities is prohibited.

The County shall not enter into any agreement with any person or entity subject to Federal Debarment or suspension, nor consent to a subcontract with any such person or entity. A list of all such persons or entities can be found at www.sam.gov. The County should obtain written certification from all contractors that they are not suspended or debarred from federal procurements.

4. Byrd Anti-Lobbying Amendment

The following provision should be included in each contract over \$100,000.00 (Federal Byrd Threshold):

“Contractors who apply or bid for an award of \$100,000.00 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 31USC§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.

28. VENDOR SET-UP AND W-9

In order to establish a vendor in the Oracle system to create requisitions, purchase orders and subsequently issue payments, a profile must be created by the Accounts Payable Team in the Auditor's Office. The New Vendor Packet, available through the Auditor's Office portal, provides this guidance. A W-9 is required as part of this process.

Link

[Auditor's Office Information and Documents \(sharepoint.com\)](#)

29. RECEIPT OF GOODS

As the County does not maintain a centralized receiving location, departments are responsible for receiving their items. When a shipment is delivered, the employee receiving the goods should complete the following steps:

- Open the shipment promptly, within 24 hours and inspect the shipment.
- Verify that the order belongs to the department by matching the Purchase Order number assigned in Oracle to the Purchase Order number on the delivery slip. If there is no Purchase Order number and it does not belong to your Department, the Purchasing Department may be contacted to help identify where it should be delivered.
- Compare the actual items and quantities delivered to the items and quantities on the delivery slip and match it with the items and quantities on the Purchase Order. Note any differences in quantity and any items that have been back ordered.
- Determine if items are as ordered and in good working order with no damage.
- Document damage immediately and notify vendor.
- Verify whether shipping (if charged) is applicable or not.
- If the item received is a fixed asset that must be tracked and reported, department(s) must contact the Auditor's Office so it can be added to the asset database.
- If there are differences or items are back ordered, the department shall contact the vendor to resolve the issue. If there are no differences, the department receives all items and submits payment request to Accounts Payable. If there are issues with the order which cannot be resolved by the End User Department , departments can contact the Purchasing Department for assistance.

30. INVOICE SUBMISSION

Invoices shall be signed for approval and submitted to the Accounts Payable Office at:

accountspayable@wilcotx.gov

Be advised that the County Auditor may be unable to pay for any purchase that has not been procured according to this policy and / or violates the County Purchasing Act.

AUTHORITY: Attorney General Of Texas Opinion Number GA-0604. (2008)

[GA-0604 | Office of the Attorney General \(texasattorneygeneral.gov\)](http://www.texasattorneygeneral.gov)

30.1 Payment in Excess of Purchase Order

The Purchasing Agent has been authorized overpayment on a Purchase Order up to a maximum of \$250.00.

31. CERTIFICATES OF INSURANCE AND BONDS

Certificates of Insurance (COI) shall be filed and tracked by the Risk Management Department. Departments and End Users are responsible for the following:

- Electronic COI shall be emailed to coi.submission@wilcotx.gov.
- Paper certificates should be interofficed to the Risk Management Department.
- Vendors can mail their certificates to the following address:

Williamson County Risk Management
301 S.E. Inner Loop, Suite 106
Georgetown, TX 78626

31.1 Bonds

Respondents may be subject to bonding requirements prior to the submission of a bid or by executing a contract with the County. Instructions will be provided in the solicitation document specific to that project. Bonds must be executed with a surety company authorized to do business in the State of Texas.

Public Works Contracts

A respondent submitting a bid on a public works solicitation may be required to submit a bid bond in the amount of 5% of the total contract price.

The successful respondent on a public works contract exceeding \$25,000.00 will be required to post a payment bond upon contract execution.

The successful respondent on a public works contract exceeding \$100,000.00 will be required to post a performance bond up to the full amount of the contract upon contract execution.

Warranty bonds may be required for public works contracts.

Goods and Services Contracts

A respondent submitting a bid on a goods and services solicitation exceeding \$100,000.00 may be required to submit a bid bond in the amount of 5% of the total contract price.

The successful bidder on a goods or services contract exceeding \$50,000.00 may be required to post a performance bond, up to the full amount of the contract, if required by the County.

Department Heads and Elected Officials are responsible for maintaining and storing their original project bond documentation. A copy may be maintained by the Purchasing Department.

32. SALES TAX

All purchases made on behalf of Williamson County are exempt from state sales tax. The Sales Tax-Exempt Form can be located on the County Auditor's Office portal at the link below. A number is not needed for the form to be valid.

Link

[Auditor's Forms Page](#)

AUTHORITY: TEXAS TAX CODE § 151.309. GOVERNMENTAL ENTITIES; A taxable item sold, leased, or rented to, or stored, used, or consumed by, any of the following governmental entities is exempted from the taxes imposed by this chapter: (5) a county, city, special district, or other political subdivision of this state.

33. PROCUREMENT CARDS

A procurement card, or P-Card, is a County payment card that helps simplify the purchasing process for the organization for small purchases. Most authorized P-Card holders may make purchases up to \$4,999.99 per month using their P-Card. Special card limits may be assigned for certain card holders. Grant purchases made on a P-Card must have written authorization from the Auditor's Office.

A separate policy is in place governing the use of P-Cards that can be located on the Purchasing Department SharePoint Portal:

Link

[Procurement Card \(sharepoint.com\)](#)

Requests for new P-Cards, limit changes, or questions can be submitted through ServiceNow:

Link

[Procurement Card Request Form - Wilco \(service-now.com\)](#)

34. UTILITY PAYMENT CARDS

The Williamson County Utility Payment Card Program provides an efficient method of paying for recurring utility expenses. The Utility Payment Card shall ONLY be used for County related utility payments from a Commissioners Court exempted and / or approved list of vendors.

Each year an item is placed on the Commissioners Court agenda to exempt utility services from competitive bidding.

Texas Local Government Code §262.024 provides the following purchasing exemption for utility payments. This exemption allows cardholders to pay for utility bills without the requirement for competitive quotes or oversight from the Purchasing Department. Utility payments can be made directly to approved utility vendors.

AUTHORITY: § 262.024. DISCRETIONARY EXEMPTIONS. (a) A contract for the purchase of any of the following items is exempt from the requirement established by Section 262.023 if the commissioners court by order grants the exemption:

(7) an item that can be obtained from only one source, including:

(C) electric power, gas, water, and other utility services;

The purpose of the card is to:

- Reduce paperwork involving utility payments and the administrative cost of high-volume transactions.
- Avoid possible misapplications, late fees, lost payments, and / or disruption of service.
- Enable the payment of utilities, by telephone, on the internet, or in person or directly from approved suppliers. The card is intended to be used for:
 - Water
 - Electricity
 - Gas
 - Internet
 - Phone
 - Trash
 - Cable

Link

[Utility Payment Card Request Form - Wilco \(service-now.com\)](#)

35. AMAZON ACCOUNTS

Each department is authorized to purchase from Amazon only through the Williamson County Amazon business account. An Amazon Prime membership can be provided upon request. However, the number of memberships per department is limited. The Purchasing Department administrates this countywide program. Purchases from personal Amazon accounts are not permitted and violate this policy. Details can be found on the Purchasing Portal and at the following link:

Link

[Amazon Business Account Policy](#)

36. AUDITOR'S OFFICE INFORMATION AND DOCUMENTS

The Auditor's Office maintains these documents, related items listed below and other information, policies, forms and guidelines. Resources can be located on the Auditor's Office portal:

- Expense Reimbursement
- Line Item Account Codes
- Travel Instructions for Travel & General Reimbursement
- Judge's Form
- New Vendor Packet
- Vehicle Status Change

Link

[Auditor's Office Information and Documents](#)

37. UNSATISFACTORY VENDOR PERFORMANCE REPORT

A form is available on the Purchasing Portal for End Users to document and submit reports of poor vendor performance. Poor performance issues can mean late deliveries, lack of customer service, damaged merchandise, etc. It is important to document these issues in the event that suppliers seek to win future contracts with the County.

Link

[Unsatisfactory Vendor Performance \(sharepoint.com\)](#)

38. ASSETS

The taxpayers of Williamson County have an enormous investment in County buildings, vehicles, equipment, and furnishings. The County Auditor's Office maintains the Williamson County Asset Policy to support this requirement. Statute states that the County Auditor shall prescribe the system of Accounting for the County. Consequently, it is the responsibility of the County Auditor to create and maintain the Williamson County Asset Policy which is located on the County Policies SharePoint Portal at:

Link

[County Policies](#)

AUTHORITY: TEXAS LOCAL GOVERNMENT CODE § 112.002. ACCOUNTING SYSTEM IN COUNTY WITH COUNTY AUDITOR AND POPULATION OF 190,000 OR MORE: (a) In a county with a population of 190,000 or more, the county auditor shall prescribe the system of accounting for the county.

39. DISPOSAL AND TRANSFER OF SALVAGE AND SURPLUS PROPERTY

The Purchasing Department has been delegated authority by the Commissioners Court to recommend disposition or transfer of surplus property. The process for disposing of items through auction, disposal or inter-department transfer is shared by the Purchasing Department, Auditor's Office, Fleet Department and Information Systems Department. Forms exist to facilitate this End User request and approval process.

Link

[Assets \(sharepoint.com\)](#)

Disposal, sale or transfer recommendations are presented to the Commissioners Court for approval on a monthly basis. Items that can be disposed, sold or transferred through this process are:

- Personal property (not real property).
- Items which will be sold through auction to include vehicles, equipment, technology and furniture.
- Large or Capital Assets which may have a budgetary impact on the receiving department.
- Donated items.
- Lost or stolen items.
- Items that should be destroyed.
- Disposal of items of low value which would not generate any revenue if sold in auction, are beyond reasonable repair, or would be a hazard to the public if sold at auction.
- Real property.
- Abandon property such as evidence through Law Enforcement offices.
- Items from law enforcement investigations.

Some vendors will allow trade-ins against the purchase of new property of the same general type. This is permissible with Purchasing Department review and recommendation and approval by the Commissioners Court.

Revenue from auctioned items will be separately recorded according to their funding (i.e., General Fund items, Road and Bridge Fund items) to avoid comingling of budgeted funds.

AUTHORITY: Texas Local Government Code § 263 Subchapter D DISPOSITION OF SALVAGE OR SURPLUS PROPERTY; and Texas Local Government Code § 262.011PURCHASING AGENTS (j).

39.1 Auction Procedure (Personal Property)

Once approved by the Commissioners Court, the Information Systems Department Warehouse Manager will coordinate the pick-up and disposition or transfer of the items with the End User. Items authorized for sale are auctioned through service providers listed on [Surplus Auction | Williamson County, TX \(wilcotx.gov\)](#). County employees are permitted to bid on auction items.

Before each online auction the Purchasing Department advertises in the newspaper in accordance with statutory requirements in at least one newspaper of general circulation in the County if the estimated value of surplus or salvage property exceeds \$500.00.

For all property with the estimated value of not more than \$500.00 the requirement of publishing a newspaper advertisement is waived as the posting on the licensed auctioneer's site for at least 10 days, unless the property is sold before the 10th day, is sufficient.

39.2 Auction Procedure (Vehicles)

Once approved by the Commissioners Court, the Fleet Department Director will coordinate the sale of the vehicles. Items authorized for sale are auctioned through service providers listed on [Surplus Auction | Williamson County, TX \(wilcotx.gov\)](#). County employees are permitted to bid on auction items.

Before each online auction the Purchasing Department places notice in the newspaper in accordance with statutory requirements. The Fleet Department places the listings on a designated auctioneer's website for at least 10 days, unless the property is sold before the 10th day, which is sufficient.

AUTHORITY: Texas Local Government Code §263.153 NOTICE.

40. ANNUAL ASSET INVENTORY

It is the responsibility of the Purchasing Agent, on July 1st of each year, to file with the County Auditor and each of the members of the Commissioners Court an inventory of all property on hand belonging to the County and each subdivision. The Purchasing Department contracts with a third party to conduct a physical asset inventory each spring. End Users are contacted and a mutually agreed upon site visit date is scheduled for this annual process. Items with a value of \$500.00 or higher are catalogued.

AUTHORITY: SEC. 262.011. PURCHASING AGENTS. (i) On July 1st of each year, the county purchasing agent shall file with the county auditor and each of the members of the board that appoints the county purchasing agent an inventory of all the property on hand and belonging to the county and each subdivision, officer, and employee of the county. The county auditor shall carefully examine the inventory and make an accounting for all property purchased or previously inventoried and not appearing in the inventory.

41. RIGHT TO AUDIT

Vendor shall agree that the County or its duly authorized representatives shall, until the expiration of three years after final payment under a contract, have access to and the right to examine and photocopy any and all books, documents, papers and records of the vendor which are directly pertinent to the services to be performed under the contract for the purposes of making audits, examinations, excerpts, and transcriptions. Vendor shall agree that the County shall have access during normal working hours to all necessary vendor facilities and shall be provided adequate and appropriate workspace in order to conduct audits in compliance with the provisions of the contract. The County shall provide reasonable advance notice of intended audits.

42. ANNUAL AUDITS

The Purchasing Department operations are subject to audit by the County's external auditing firm and the Internal County Auditor staff. Audits include but are not limited to Oracle purchasing permissions, requisitions, solicitations and P-Card policy compliance. For this reason, the Purchasing Department maintains processes to ensure detailed documentation is kept for all purchases.

43. PUBLIC INFORMATION REQUESTS

Purchasing records, files, scoresheets, contracts and vendor responses are subject to Texas Government Code 552, The Public Information Act (PIA). Records can be requested once a contract is awarded. For this reason, the Purchasing Department maintains processes to assure detailed documentation is kept for all purchases.

In the event that a solicitation must be re-issued after responses have been received, those responses can be kept confidential until which time as the contract has been awarded by the Commissioners Court.

In the event that the Texas Attorney General provides a redaction directive on a contract document through the PIA process, the Purchasing Office will make every effort, upon receiving notice of redaction directive from the County Attorney's Office, to note the Contract Database and only provide the redacted contract document if requested through a public information request or future solicitation process.

Individuals can request purchasing and contract documents by submitting a Public Information Request to this address:

Link

piarequest@wilco.org

AUTHORITY: § 552.104. EXCEPTION: INFORMATION RELATED TO COMPETITION OR BIDDING: (a) Information is excepted from the requirements of Section [552.021](#) if a governmental body demonstrates that release of the information would harm its interests by providing an advantage to a competitor or bidder in a particular ongoing competitive situation or in a particular competitive situation where the governmental body establishes the situation at issue is set to reoccur or there is a specific and demonstrable intent to enter into the competitive situation again in the future.

44. END USER TRAINING AND PURCHASING PORTAL

Prior to any Williamson County employee or Elected Official being granted access to or authority within the County's purchasing systems, they shall attend mandatory initial training and annual training thereafter. Regular training is needed to stay abreast of regulatory and process changes. Training sessions are published on the Purchasing Department portal and are hosted both in person and virtually. Failure to attend the annual training may result in suspension of purchasing privileges.

The Purchasing Department maintains a Portal on SharePoint with supporting material, policy documents, links and training schedules. Additionally, the portal includes links to:

- Origination Ticket
- Oracle Requisition Process
- Euna
- Coop Search Engines
- ServiceNow P-Card Ordering

45. VIOLATIONS

Violations of purchasing policy depend on the scope and risk of a non-compliant purchase. Purchasing privileges may be revoked temporarily or permanently and / or additional training required to remedy an End User's failure to follow purchasing policy.

CONTACT OFFICE

Except as otherwise stated herein, the contact for questions or clarifications pertaining to this policy may be directed to:

Joy Simonton
Purchasing Agent
512-943-1555
joy.simonton@wilcotx.gov

