

Procedure III.3007.D.a, Bidding

Associated Policy

Policy III.3007.D, Bidding

Procedures

Formal Solicitations

Prior to any request for bid or proposal being prepared, advertised and disseminated to prospective bidders and respondents, a solicitation request must be completed and approved by all respective budget authorities for all procurements in which funding has not already been allocated. The requesting department should indicate how the item or service will be used, the anticipated number of individuals who will use the item or service, the expected length of existence, the initial cost, and any future costs associated with the request. After approval is obtained, the requesting parties should forward the approval form to Contracts and Purchasing Services (the Purchasing Department) to initiate the procurement process.

Purchasing Thresholds

The following purchasing thresholds apply to any single purchase or series of purchases of related items within a fiscal year (September 1 – August 31).

Purchases within a Fiscal Year

<u>Amount of Purchase</u>	<u>Purchasing Procedure</u>
\$9,999.99 or less	One quote or bid required.
\$10,000 - \$49,999.99	Three written quotes required, and a SJC Quote# must be assigned by the Purchasing Department and noted on the requisition in Banner. Quotes may be obtained by the requesting department or the Purchasing Department. The quotes must be forwarded to the Purchasing Department via email, interoffice mail, or other approved method.
\$50,000 and above	Requires formal competitive procurement procedures and Board Approval, if over \$100,000. Contact the Purchasing Department for details.

Purchases Valued at \$50,000 or More

All San Jacinto College (College) purchasing contracts, except contracts for the purchase of produce or vehicle fuel, valued at \$50,000 or more in the aggregate for each 12-month period shall be made by one of the following methods that provide the best value to the College:

1. Competitive Bidding;
2. Competitive Sealed Proposals;
3. Requests for Proposals;
4. Interlocal Contracts;
5. The reverse auction procedure as defined by Section 2155.062 (D), Government Code; or
6. For constructions services, refer to methods as defined by Chapter 2269 of the Texas Government Code.

Timetable for Formal Procurement Procedures

1. Solicitation packet preparation (varies due to priority, research, size, and complexity):
 - 1-4 weeks
2. Solicitation advertisement:
 - 2 weeks (fourteen (14) calendar days)
3. When required, solicitation site visit/pre-bid meeting, Q&A, and submissions:
 - 1-2 weeks
4. Solicitation opening, evaluations, award preparation:
 - 1-3 weeks (add additional time for presentations, financial reviews, etc.)
5. Prepare and submit contract award recommendation for approval by Board of Trustees, if needed for contracts over \$100k:
 - 3-4 weeks
6. After contract award is approved, a contract is negotiated and executed:
 - 1-2 weeks
7. **Total:** 2-4 months on average (closer to 4 months if Board approval is required)

Specifications should be clearly written by the requesting department in conjunction with the buyer with the goal of obtaining the best value. The Purchasing Department will work with the requesting department to prepare the solicitation specifications, and a vendor list, at least 60 days prior to the Board of Trustees meeting at which the contract will be awarded.

Public Notification of Solicitations

Notice of the deadline and place where the bids or proposals, or the responses to a request for qualifications, will be received shall be published in a newspaper of general circulation in the county in which the College's central administrative office is located, once a week for at least two weeks before the deadline for receiving bids, proposals, or responses to a request for qualification.

Awarding Contracts

In awarding a contract, the College shall consider:

1. Purchase price;
2. The reputation of the vendor and of the vendor's goods and services;
3. The quality of the vendor's goods or services;

4. The extent to which the goods or services meet the College's needs;
5. The vendor's past relationship with the College;
6. The total long-term cost to the College to acquire the goods or services;
7. For a contract for goods and services, other than goods and services related to telecommunications and information services, building construction and maintenance, instructional materials, or federally funded, whether the vendor or the vendor's ultimate parent company or majority owner:
 - (A) has its principal place of business in this state; or
 - (B) employs at least 500 persons in this state; and
8. Any other relevant factor specifically listed in the request for bids or proposals.

Evaluation of Responses

When bids or proposals are received, the evaluation method stated in the solicitation will be employed. All employees shall conduct evaluations in an ethical and fair manner. Following are several examples of methods that may be utilized:

1. The Purchasing Department will evaluate the offers and recommend the offer which provides the best overall value to the department;
2. A committee comprised of several individuals associated with the procurement will evaluate the responses utilizing a quantitative and/or qualitative scoring process;
3. An independent consultant hired by the College will evaluate the responses and recommend a vendor for award.

The College will always seek to award the contract to the supplier offering the Best Value in accordance with the criteria listed in the solicitation document and State laws, including, but not limited to, factors listed in Section 44.031 of the Texas Education Code and Section 2269.055 of the Texas Government Code, as applicable. Any reasonable factors related to value may be considered in determining Best Value, including, but not limited to, the total life cycle cost of the item, the time to complete the procurement, cost of the method of procurement, anticipated quality of goods or services likely obtained, warranty, location of vendor, qualifications and reputation of the vendor, and the limitations of the various goods or services being procured.

Recommendation to select a particular supplier is based on Best Value to the College with the appropriate documented justification for the recommendation. Justification utilizes the criteria listed in Section 44.031 of the Texas Education Code or Section 2269.055 of the Texas Government Code, as applicable, as well as criteria listed in the solicitation. Brand preference, additional features not specified in the solicitation, or personal preference is not justification for awarding a contract.

After the bids or proposals are opened, tabulation sheets shall be compiled and an award recommendation shall be submitted to the Board of Trustees, if needed, for approval at the next regularly scheduled Board meeting and retained in the solicitation file. Contracts less than \$100,000 per year do not require Board approval.

Tie Bids; Tie Ranking based on Evaluations

If the College receives two or more bids from responsible bidders that are identical in nature and amount as the lowest and best bids, it shall select only one bidder from the identical bids with the first preference will be given to the bidder (if applicable) who is a resident of the College's taxing district. Likewise, if the College receives two or more proposals receiving the same number of points based on the evaluation in the solicitation, preference will be given to the offeror (if applicable) who is a resident of the College's taxing district.

If two or more such bidders or offerors are residents of the College's taxing district, preference shall be given to the bidder whose product is a Texas produced product (if applicable) or in the case of services, the offeror maintains an office in the College's (1) taxing district; (2) service area; or (3) the greater Houston area. If no distinction can be made based on the above process, award shall be made by drawing lots. The Purchasing Director shall prescribe the manner of drawing lots and shall be present when the lots are drawn.

Out-of-State Vendors

The Board shall not award a contract for general construction, improvements, services, or public works projects or for the purchase of supplies, materials, or equipment to a vendor whose principal place of business is not in this state, unless the non-resident underbids the lowest bid submitted by the responsible bidder by an amount that is not less than the amount which the resident bidder would be required to underbid a non-resident bidder to obtain a comparable contract in the state in which the non-resident's principal place of business is located. This process is not applicable for federally funded projects.

Vendor / Provider List

The College's Purchasing Department will compile, and periodically review of list of vendors and providers who have expressed an interest in providing goods or services to the College in their specific commodity or service grouping. The list will be updated and reviewed in order to maintain a current list of qualified vendors for all commodities and providers for regularly used services.

Emergency Purchases

Contracts for the repair or replacement of a school facility or school equipment that has been destroyed, severely damaged, or experiences a major unforeseen operational or structural failure may be made by other means than those required in Section 44.031 of the Texas Education Code if the Board determines that the time delay posed by adhering to those requirements would prevent or substantially impair the conduct of classes or other essential school activities.

Emergency situations are those in which facilities, equipment, or other property is damaged or destroyed and in which the time delay posed by the competitive bidding process would prevent or substantially impair the conduct of classes or other essential district activities. Emergency situations include, but are not limited to, broken water pipes; electrical power outages or shortages; unanticipated air-conditioning and heating failures; damage to buildings which, if not

repaired expeditiously, would disrupt classes or the operation of the building or would lead to further damage to the building; damages and losses caused by an unanticipated casualty such as a fire or weather event. In emergency situations where bidding or competitive procurement would otherwise be required, the competitive procurement requirements stated above shall not apply. The following procedure will prevail:

1. If an emergency situation arises on a campus, the employee discovering the problem will notify his or her supervisor, who will, in turn, notify the Provost of the campus or his/her designee;
2. If an emergency situation is declared, the College may contract for the necessary services without the necessity of normal competitive procurement. Bids or phone quotations should be obtained if time permits;
3. Any person or company appropriate for the job may be utilized in emergency situations; and
4. All contracts and amendments to contracts not previously approved by the Board of Trustees in excess of \$100,000 entered into under these provisions shall be presented to the Board of Trustees for approval and ratification at the next Board meeting or earliest opportunity.

Vendor Protest and Dispute Resolution

In the event a vendor wishes to contest a contract awarded under the provisions of the Texas Education Code, Subchapter B, Section 44.031– 44.044, or the Texas Government Code, Section 2269, the protests must be in writing and received in the Contracts and Purchasing Services office within ten (10) working days after such aggrieved person knows, or should have known, of the occurrence of the action which is protested.

In the event of a timely protest or appeal, the College may elect to postpone making an award of the contract unless the Chief Procurement Officer (CPO) of Contracts and Purchasing Services – after consultation with the using department – determines the award or contract without delay is necessary to protect the interests of the College.

A formal protest must contain:

1. A specific identification of the statutory or regulatory provisions(s) that the action complained of is alleged to have violated;
2. A specific description of each act alleged to have violated the statutory or regulatory provision(s) identified above;
3. A precise statement of the relevant facts;
4. An identification of the issue or issues to be resolved;
5. Argument and authorities in support of the protest.

The CPO of Contracts and Purchasing Services shall have the authority, prior to referral to the Vice Chancellor of Fiscal Affairs, to settle and resolve the dispute concerning the solicitation or

award of a contract. The CPO may solicit written responses to the protest from other interested parties.

If the protest is not resolved by mutual agreement, the CPO of Contracts and Purchasing Services will refer the protest to the Vice Chancellor of Fiscal Affairs.

1. If the Vice Chancellor of Fiscal Affairs determines that no violation of rules or statutes has occurred, the Vice Chancellor Fiscal Affairs shall so inform the protesting party, the using units, and other interested parties by letter that sets forth the reasons for the determination.
2. If the Vice Chancellor of Fiscal Affairs determines that a violation of the rules or statutes has occurred in a case where a contract has not been awarded, the Vice Chancellor of Fiscal Affairs shall so inform the protesting party, the using unit, and other interested parties by letter which sets forth the reasons for the determination and the appropriate remedial actions.
3. If the Vice Chancellor of Fiscal Affairs determines that a violation of the rules or statutes has occurred in a case where a contract has been awarded, the Vice Chancellor of Fiscal Affairs shall so inform the protesting party, the using unit, and other interested parties by letter which sets forth the reasons for the determination, which may include declaring the contract void or terminating the contract, as may be applicable.

The Vice Chancellor of Fiscal Affairs' decision will be final.

Unless good cause for delay is shown or the College determines that a protest or appeal raises issues significant to procurement practices or procedures, a protest or appeal that is not filed timely will not be considered.

Contract Cancellation/Termination

The following procedures shall be followed when a vendor is not performing according to the specifications, terms, conditions, and performance measures of the contract or bidding document. These procedures shall be followed for an ongoing contract arrangement. The performance measures must have been communicated to the vendor in the bidding document or resulting contract or attachments thereto.

1. In the event the vendor fails to perform in accordance with the instructions, conditions, and specifications set forth in the bidding document, or the provisions contained in the accepted responses as incorporated in a resulting contract, and/or under the terms of the contract, the contract will provide for the College to give written notice of the non-performance to the vendor with an opportunity to cure the problem. The responsible party shall document the complaint by using the Vendor Performance Form and notifying the Purchasing Department of the complaint. This form shall be maintained in the Purchasing Department.
2. If the non-performance issue continues past the allotted cure period and is properly documented, the CPO of Contracts and Purchasing Services shall contact the vendor as

stated in the contract and inform them that due to their failure to cure the non-performance and/or default, the Purchasing Department is recommending that the College initiate contract cancellation or termination procedures. The vendor shall be given an opportunity to dispute the non-performance issue or default with a face-to-face meeting with all responsible and interested parties. This meeting shall be documented and filed along with the vendor performance form. Subject to results of the meeting, the CPO of Contract and Purchasing Services has the authority to rescind the recommendation or continue with the contract cancellation / termination process.

3. If the contract cancellation / termination process is continued, the CPO of Contracts and Purchasing Services will cancel or terminate the contract.
4. If the vendor does not agree with the CPO's decision, the vendor may appeal the decision to the Vice Chancellor of Fiscal Affairs whose decision is final.
5. Failure to provide a satisfactory remedy or cure the non-performance within the cure window will constitute cause for immediate termination of the contract. Notwithstanding the foregoing, the College reserves the right to terminate the contract immediately if the vendor fails to perform to the satisfaction of the College and the College determines, in its sole discretion, that termination is in the best interest of the College. In either case, whether notice is given and the opportunity to cures is granted or in the event that the contract is terminated for convenience, the College shall have no further obligations or liabilities to the vendor; shall not be subject to any penalties as a result of termination; and if the vendor has defaulted, the College shall be entitled to any and all remedies available at law or in equity, including any and all types of damages and costs, from the vendor.

Vendor Non-Performance and Debarment

The following procedures shall be followed for situations in which the vendor grossly failed to meet or perform according to the specifications, terms, conditions, and performance measures of the contract or solicitation documents. The performance measures must have been communicated to the vendor in the bidding document or contract.

1. Responsible party shall document the complaint by using the Vendor Performance Form and notifying the Purchasing Department of the complaint. This form shall be maintained in the Purchasing Department.
2. After the non-performance has been confirmed, the Purchasing Department shall contact the vendor by mail and inform them that due to their non-performance, the Purchasing Department is recommending the College initiate debarment procedures. The vendor shall be given an opportunity to dispute the non-performance issue with a face-to-face meeting with all responsible parties. This meeting shall be documented and filed along with the Vendor Performance Form. Subject to results of the meeting, the CPO of Contracts and Purchasing Services has the authority to rescind the recommendation or continue with the department process.

3. If the debarment process is continued, the CPO of Contracts and Purchasing Services will debar the vendor from participating in any solicitations or financial transactions with the College for a period not to exceed two years.
4. If the vendor does not agree with the CPO's decision, the vendor may appeal the decision to the Vice Chancellor of Fiscal Affairs whose decision is final.
5. If the Vice Chancellor of Fiscal Affairs determines debarment is warranted, the vendor will be prevented from participating in any procurement and financial transactions with SJCCD and shall be removed from the vendors' list for a minimum of two years. The vendor will be notified in writing by the CPO of Contracts and Purchasing Services. Thereafter, they may make reapplication. Approval will be subject to the vendor's ability to demonstrate that similar problems in a contractual relationship are not likely to recur.

Definitions

College: The San Jacinto Community College District and also referenced as San Jacinto College.

Contract: An agreement between two or more parties that is intended to have legal effect to create a financial commitment or obligation of the College. A contract may include, but is not limited to, goods and service agreements, memoranda of understanding, letters of intent, lease agreements, rental agreements, grant awards, purchase orders, sole source contracts, cooperative contracts, interlocal contracts, and job order contracts.

Emergency Incident: An emergency incident is defined as any event that is outside of normal College operations and has the potential of affecting the business functions of the College or the life and safety of the College community.

Employee: A full-time or part-time employee of the College as defined by Human Resources policy and procedure.

Ethical conduct: Honesty, transparency, personal accountability, and an appreciation that trustees and employees are stewards of the public trust.

Purchasing Contract: Any contract that requires an expenditure of College funds, regardless of the funding source.

Trustee: Persons who are elected in accordance with the State statute and collectively comprise the governing body of the College.

Date of SLT Approval	February 21, 2024
Effective Date	April 2, 2024
Associated Policy	Policy III.3007.D, Bidding

Primary Owner of Policy Associated with the Procedure Vice Chancellor, Fiscal Affairs

Secondary Owner of Policy Associated with the Procedure Chief Procurement Officer, Contracts & Purchasing Services
