



Lamar State College
— Orange —

PURCHASING GUIDELINES

Revised May 2023

A Member of the Texas State University System
An Equal Opportunity Institution



Lamar State College

— Orange —

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Purchasing Department Mission Statement

The purpose of the LSCO Purchasing Department is to provide ethical service to the students, faculty, and staff by delivering competitively priced goods and services that are required to enhance student learning. We strive to provide the most efficient operations while adhering to all Federal, State, Texas State University System (TSUS), LSCO laws, rules and procedures.

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NOTE: This policy manual must be used in its entirety as all sections inter-relate.

PURCHASING

The Purchasing Department is under the supervision of the Director of Purchasing and Contracts. The Purchasing Department has the responsibility of assisting all agency departments in acquiring goods and services of the required quality and quantity, at the lowest possible cost, in a manner that is consistent with all State regulations and is considered a “**best value**” to the agency.

As a State-supported institution of higher education, Lamar State College Orange is obligated to follow the purchasing procedures prescribed by the Texas Comptroller of Public Accounts (CPA) Statewide Procurement Division (SPD).

1. **Authorization** as the sole procurer of goods and services has been given to the Director of Purchasing and Contracts to assure that all purchasing transactions are carried out properly. It is illegal for persons not specifically granted purchasing authority by the Vice President of Finance and Operations, President and the Board of Regents for Lamar State College Orange, and the Texas Comptroller of Public Accounts to contract and make purchases in the name of Lamar State College Orange. Any such agreements made by unauthorized individuals are considered personal obligations and not binding to the agency. Only the Director of Purchasing and Contracts has the authority to issue sales tax certificates of exemption.

2. **Guidelines** for purchasing require that individual departments determine their needs and then process a Purchase Requisition which is approved in Banner by the department's Vice-President and in some instances, the President prior to the procurement of any goods or services and allowing for sufficient time to process the order. Approved requisitions are forwarded to the Purchasing Department for review and processing. All purchase requisitions for capital items must be checked against the budget by the area Vice President. Any deviations from the approved capital budget will require an approved special request for capital items to be submitted with the requisition. Any commitment made for purchases without the express authority of the Director of Purchasing and Contracts or a member of the purchasing staff shall be considered a personal liability until approved. The President of LSCO shall approve any purchase over \$15,000.

All goods and services are purchased in accordance with the official State of Texas Procurement and Contract Management Guide and the Texas State University System (TSUS) Contract Management Handbook. Certain special items require letters of justification and/or administrative approval in addition to the Purchase Requisition. These include, but are not limited to: advertisement/promotional items, automobiles, computers, computer-related equipment, computer services, computer software, organization memberships and the lease or rental of real property, consultants, annual contracts, and capital items not in the budget.

The capitalization threshold at Lamar State College Orange is \$5,000 for tangible items and \$100,000 for software. All tangible items with a unit cost above \$5,000 are tagged with a barcode and assigned a property number to be maintained in the asset management system. Exceptions occur for controlled items purchased from \$500.00 to \$4,999.00. This includes property purchased from any source of funding (local, state, and federal.)

3. **Purchasing Methods** for both State and Local Funds are approximately the same. The State Legislature prescribes guidelines and steps to follow in making purchases from State Funds. These are generally followed for purchases from Local Funds.

3.1 **Inter-Agency Cooperation Contracts** may be issued to purchase material or services from another State agency. The Department Head/Financial Manager routes the Inter-Agency Contract through the Purchasing Department for review and transmittal to the President for his signature.

3.2 **State Contracts** are issued annually by the Statewide Procurement Division (SPD) to take advantage of volume purchasing discounts and to reduce competitive bidding on items commonly used by State agencies. State contracts are of two types: Term and TXMAS/DIR contracts. Automated contracts are issued each year for a specific item to be purchased from a single vendor at a set price. Non-Automated contracts are issued each year to multiple vendors for specific items. A state agency may choose the vendor from whom the goods or services will be purchased on TXMAS/DIR contacts who offers the **best value** for LSC-O.

3.3 **Spot Purchases/Request for Quote** Lamar State College- Orange's policy for spot purchases of less than \$15,000 (including freight and all other charges) prefers three telephone quotes or written quotes, but requires one quote for spot purchases.

Amounts \$15,000.01 to \$50,000.00 require three telephone quotes or written quotes on the vendor's own form. Departments may secure three telephone or informal quotes for purchases under \$50,000 with the completion of a Quotes, Proposals, and Bids Form **and** the approval of the Director of Purchasing and Contracts for commodities that are considered a **best value** to the agency even if they are available on State contract. The Purchasing Office will review the quotes and/or bids received before a purchase order is issued. This is to ensure that a competitive range of bids is received.

3.4 **Formal (written) Solicitations**

3.4.1 **Invitation for Bids (IFB)** – The IFB uses the competitive sealed bid method. This method is used when requirements are clearly defined, negotiations are not necessary and price is the major determining factor for selection.

3.4.2 **Request for Information (RFI)** – Requests for Information are used primarily as a planning tool. The RFI is an optional method that may be used to gather information when an institutions does not have the necessary information to prepare a complete and accurate solicitation document. RFIs are used to identify industry standards, best practices, potential performance measures, or to generally ascertain the level of interest of prospective respondents. A preliminary solicitation document which provides an initial description of the program objectives and scope of work usually accompanies the RFI for review by potential respondents. Institutions may use, but are not required to incorporate, information

contained in a response into an RFI.

3.4.3 Request for Proposal (RFP) – Used when competitive sealed bidding is not practicable or advantageous, such as when factors other than price are to be considered or when objective criteria cannot be defined. One of the key differences between IFB and an RFP is that negotiations are allowed in an RFP. Discussions are allowed with proposers and best and final offers are solicited. According to Texas Government Code 2155.083, RFP's are required for purchases over \$50,000. The RFP has to be posted for at least 21 days in the Electronic Business Daily (ESBD) by the Director of Purchasing and Contracts.

3.4.4 Request for Qualifications (RFQ) – Generally used to select a provider of professional services under the Texas Government Code, Chapter 2254, Professional Services Procurement Act. Selection and award to respondents is based solely on demonstrated competence to perform the services, and for a fair and reasonable price. Under § 2254.003, price is negotiated after the institution has made a selection on qualifications.

3.5 Emergency Purchases is defined by the Texas Government Code, Chapter 2155.137 and Texas Administrative Code 20.210 as “an emergency purchase occurs when the agency must take the procurement quickly to prevent a hazard to life, health, safety, welfare, or property or to avoid undue additional cost to the state.” Emergencies occur as the result of unforeseeable circumstances and may require an immediate response to avert an actual or potential public threat or to avoid undue additional cost to the state.

In the case of an emergency, department must notify the Director of Purchasing and Contracts immediately. Early consultation with agency purchasing staff is helpful in reducing the number of emergency purchases. Emergency purchases should be rare and based on completely unforeseeable circumstances. The decision to declare an emergency purchase is the sole responsibility of the agency and must be documented. A written explanation must be made by the Department Head, indicating the nature of the emergency and justifying handling of the purchase as an emergency. The justification must be submitted with the Purchase Requisition. If time allows, the agency will follow the competitive sealed bid process, including obtaining the required number of bids. The time frame for which the bids will be advertised will be determined by the degree of the emergency. Emergencies over \$5,000 require informal quotes from at least two (2) other sources, including HUB vendors. Emergency procurements over \$50,000 must be posted to the ESBD; however, the minimum time for posting of the solicitation does not apply to the extent necessary to address the emergency.

Note that as a matter of policy, capital equipment will not be subject to emergency handling unless well-justified extenuating circumstances exist.

3.6 Proprietary Purchases A Proprietary Purchase (or sole source) is justified only when an equivalent good or service is not available or not suitable. A written justification must be provided by the originating department when a specification requirement limits consideration to one supplier, one good(s), or one service

provider AND the amount of the purchase exceeds the informal bid threshold at the institution (either in a one-time purchase or repetitive purchases of the same 22 goods or services during a fiscal year). Price and personal preferences are not acceptable as determining factors. A Purchasing Office or Contracting Office reserves the right to require additional quotes or bids for proprietary purchases.

The written justification will include:

- Explanation of why a unique scope of work for a good or service is required;
- Details on the unique features of the good or service;
- Reason that competing goods or services are not satisfactory;
- Any other relevant information to support the sole source documentation; and
- Confirmation that the procurement does not violate conflict of interest and conflict of commitment policies

3.7 **Local Funds** are expended for purchases using the same procedures as outlined for purchases from State and Federal Funds. Whenever possible, purchases should be made through the State contracts. When such contracts are not used, quotes and/or bids must be solicited according to the guidelines for the amount involved and the Purchasing Department must complete the order for the purchase following the same procedures as required for State accounts.

For a summary of purchasing requirements, see Exhibit 1.

3.8 **State Funds** or appropriated funds are the funds granted by the state to the college. State Funds **are not** allowed for purchases including travel reimbursements, food or food related items, promotional items and p-card purchases.

3.9 **Federal Funds** are expended for purchases using the same procedures as outlined for purchases from State Funds. All goods and services purchased through Federal Funds are purchased in accordance to Federal regulations. Whenever possible, purchases should be made through the State contracts.

4. Requirements and documentation for a summary of purchasing procedures and requirements, see Exhibits 1 through 6.
5. **Encumbrances of funds** are made at the time a Purchase Requisition is completed by a Department in Self Service Banner and the Purchasing Department creates a Purchase Order.

The Purchasing Department assigns Lamar State College Orange Purchase Order Numbers for expenditures of both State and Local Funds. Until payment is made, each Purchase Order is retained by the Accounting Department in an Open Purchase Order file.

6. **Special Purchases** require somewhat different procedures than those previously outlined.

6.1. **Consultants** - Payments to consultants for expenses incurred in traveling and/or participating in activities at the invitation of Lamar State College Orange require that a prior contract be on file, establishing the basis for calculating reimbursement costs. A Purchase Requisition is required to establish approval status. A Purchase Order is required to consummate the contract and encumber the funds.

6.2. **Professional Services** - Professional Services provided by physicians, attorneys, architects, accountants, and registered engineers only require prior approval of the President or designate. A signed contract is required to establish approval status. The requisitioning department must forward signed contract(s) to the purchasing office prior to Purchase Order completion.

6.3. **Membership Justification** – Membership Justification Forms must be completed each fiscal year. These are signed by the President and the purchase requisition will not be processed for a Purchase Order until the Director of Purchasing and Contracts receives the signed document. Please complete Exhibit 2. (Form is also located in Blackboard under the Purchasing Channel.)

6.4. **Software/Hardware Request** – All software/hardware purchases must go through the approval process of the Software/Hardware Form. The purchase requisition will not be processed for a purchase order until the Software/Hardware Form has all completed approval signatures. Requisitions must be entered when submitting the form for approval signatures. Please complete Exhibit 4. (Form is also located in Blackboard under the Technology Resources Channel.)

6.5. **Advertising Approval** – All Lamar State College Orange promotional items and advertisements must be approved by the Director of Public Information. No related purchase requisitions will be approved until the Advertisement Approval Form is completed, approved and submitted to the Director of Purchasing and Contracts. The form is Exhibit 6.

6.6. **Reasonable Accommodation Purchase** - If a purchase is needed for a work related accommodation, the person requesting the item has to complete the Reasonable Accommodation Request Form and submit to the Human Resource Department. Once the form has been completed and approved, I will get the approval from the Human Resource Department to purchase the needed item. The Reasonable Accommodation Request Form is located in Blackboard under the Health and Wellness Channel.

6.7. **Furniture Purchase** – In order to keep the furniture across campus consistent, all furniture purchases must be approved by the Director of Purchasing and Contracts. If an furniture item is needed, and after Physical Plant has checked its inventory, then a purchase maybe granted to replace the item with the same kind of item.

6.8. **Food purchases** – Food purchases will only be allowed to vendors that are set up in the Banner system. No reimbursements will be made to college employees on purchases relating to food. Proper documentation must follow when submitting the invoice, this includes a meeting agenda and sign in sheet.

6.9. **Reimbursements** – Reimbursements for goods and services acquired with personal

funds is strongly discouraged and should be rare. Reimbursements will only be made for travel purposes. Prior to making a personal purchase, the requesting party must first complete a purchase requisition listing the individual as the vendor. Faculty, staff, and students using the reimbursement procedure repeatedly in order to circumvent the college's purchasing policies, will be denied reimbursement. Tax paid with personal funds will not be reimbursed. Reimbursements must clearly state the reason for reimbursement. There are many vendors in our system to select. If vendor does not accept purchase orders or check payments, alternates purchasing methods can be arranged without the use of reimbursements. Except for travel, contact the Director of Purchasing and Contracts prior to purchasing goods and/or services with personal funds.

7. **Disputes, Protests, and Complaints** any disputes or protests regarding bids or other vendor complaints are to be handled by the Director of Purchasing and Contracts or that person who has been delegated the authority. All correspondence, notes, etc. regarding disputes protests, and complaints are to be filed in the vendor's file and duplicated in the requisition file. The Director of Purchasing and Contracts or person delegated can handle departmental complaints.
8. **Cancellations and Corrections** of Purchase Orders are the sole responsibility of the Purchasing Department. No order can legally be canceled or changed without agreement by both parties and evidence of default. Cancellation requests by either the requisitioning department or the vendor must be in the form of a written explanation as to why the cancellation is being sought and must be submitted to the Purchasing Department. Individual departments may not attempt to modify an order through direct contact with the vendor.
9. **Correspondence** with the Statewide Procurement Division (SPD) may be handled only through the Purchasing Department. Departmental complaints about delinquent deliveries, damages, or incorrect merchandise should be brought to the attention of the Purchasing Department.
10. **Public Disclosure** all pending bids, whether oral or written, are not subject to the Public Information Act. Conveyance of any bid information, such as the number of bids issued, the number of bids secured, the names of prospective bidders, bid amounts, bid ranking etc., is considered as an unfair practice and is illegal. When obtaining informal quotes, special care must be taken not to reveal any such information. This information does not become public information until the purchase order is signed and delivered (with the exception of information revealed during public bid openings).
Only the Director of Purchasing and Contracts, or that person delegated the authority, may direct any questions concerning a pending bid to a bidder. Care must be taken to not reveal any information regarding other bids when questioning a bidder.

Only the Director of Purchasing and Contracts, or that person delegated the authority, may reveal any information regarding bids to persons outside of the Purchasing Department.
11. **Fiscal Year-End** for Lamar State College Orange is August 31 of each year, and purchases made after that date are charged against the new year's appropriations. Every June of the Fiscal Year a Memo from the Director of Purchasing and Contracts will be sent regarding the purchasing deadlines for the fiscal year.

12. **A Receiving Report** is to be used to confirm the receipt of goods by any Lamar State College Orange department. Receiving reports are completed by the Physical Plant clerk for items received through the shipping and receiving area.
13. **Print Shop** - Printing is available through the Lamar State College Orange Print Shop. Bids are not required when purchasing from the print shop as most of the commodities stocked have been purchased from contract vendors in large quantities giving the agency the best price available. The print shop can be used instead of an outside vendor. As with all purchases consideration should be given to the **Best Value** for the college.
14. **Petty Cash** - Petty cash (if available) may be used for purchases costing \$25.00 or less. Prior approval and completion of a petty cash voucher is required. Petty cash reimbursements can be granted up to one (1) month of the purchase receipt.
15. **Prepayments** - The normal purchasing cycle requires (1) the creation of a purchase requisition; (2) the issuance of a purchase order; (3) receipt of goods or services; and (4) processing invoice for payment. With the exception of payment to the Postmaster, federal and state agencies, and registration fees, prepayments cannot be made from state funds. Be advised that such payments require a minimum of thirty days to obtain a warrant from the State Treasury. All other prepayments must be issued from locally administered funds and will require a minimum of one week to obtain a check. Prepayments should only be used in those instances when other purchasing procedures cannot be used. A purchase requisition must be processed and submitted to the Purchasing Department to request the issuance of a check.
16. **Bid List** - The SPD maintains a list of potential bidders by commodity codes. A vendor must complete a Centralized Master Bidders List (CMBL) application to be placed on the bid list. Placement of a vendor on the bid list for a specific commodity code does not guarantee that the bidder will receive an Invitation to Bid for all purchases of commodities of that classification.
17. **Vendor Tax I.D. Numbers** are required to process purchase orders and payments. This number is based on the Federal Employers Identification Number for corporations or the Social Security Number of individuals and sole proprietors. When telephone quotes are secured, the Vendor I.D. Number must be obtained from the low bidder if the vendor has not submitted a vendor application to the Purchasing Department. All vendors not on file locally must complete and submit a **W-9** and New Vendor Packet to the Purchasing Department.
18. **Competitive Bidding** - The Statewide Procurement Division (SPD) understands this term to mean what the Texas Supreme Court said in Texas Highway Commission vs. Texas Association of Steel Importers, 372 S.W. 2d 525, 527, 533 (TEX. SUP. CT., 1963).

“Competitive bidding requires due advertisement, giving opportunity to bid, and contemplates a bidding upon the same thing. It requires that all bidders be placed upon the same plane of equality and that they each bid upon the same terms and conditions involved in all the items and parts of the contract, and that the proposal specify as to all bids the same, or substantially similar specifications. Its purpose is to stimulate competition, prevent favoritism, and secure the best work and materials at the lowest

practicable price, for the best interests and benefit of the taxpayers and the property owners. There can be no competitive bidding in a legal sense where the terms of the letting of the contract prevent or restrict competition, favor a contractor or material man, or increase the cost of the work or of the materials or other items going into the project.”

Competitive Bidding essentially is the process of inviting and obtaining bids from competitive sources in response to competitive specification terms and conditions.

Specifications must accomplish the following four tasks:

1. Allow for competitive bids to be obtained.
2. Identify the minimum acceptable requirements of the user; i.e., identify all salient characteristics desired by the user.
3. Provide performance and/or design characteristics with which compliance can be determined.
4. Provide a method for evaluation of bids received and for an equitable award to lowest and or **Best Value** bid compliant with all mandatory specifications.

19. Purchasing Ethics

- 19.1. **General Ethical Standards for Employees** - Public employment is a public trust. Any attempt to realize personal gain through public employment by conduct inconsistent with the proper discharge of the employee’s duties is a breach of a public trust.
- 19.2. **General Ethical Standards for Non-Employees** - Any effort to influence any public employees to breach the standards of ethical conduct set forth in this policy manual is also a breach of ethical standards.
- 19.3. **Conflict of Interest** - It shall be a breach of ethical standards for any employee to participate directly or indirectly in a procurement when the employee knows
 - (1) The employee, or any member of the employee’s immediate family, has a financial interest pertaining to the procurement;
 - (2) The employee, or any member of the employee’s immediate family, has a financial interest in a business or organization pertaining to the procurement; or
 - (3) Any other person, business, or organization with whom the employee or any of the employee’s immediate family is negotiating or has an arrangement concerning prospective employment is involved in the procurement.
- 19.4. **Discovery of Actual or Potential Conflict of Interest, and Disqualification** - Upon discovery of an actual or potential conflict of interest, an employee shall promptly file a written statement of disqualification and shall withdraw from further participation in the transaction.
- 19.5. **Gratuities** - It shall be a breach of ethical standards for any employee or former employee to solicit, demand, accept, or agree to accept from another person any economic opportunity future employment, gift, loan, gratuity, special discount, trip,

favor, or service in connection with any purchasing activity.

- 19.6. **Kickbacks** - It shall be a breach of ethical standards for any person to offer, give, or agree to give any employee or former employee a gratuity or an offer of employment in connection with influencing a purchasing activity.
- 19.7. For the purpose of interpreting Paragraphs 19.5 and 19.6, above, purchasing activity includes:
- Approvals, disapprovals, or recommendations concerning a purchasing transaction;
 - Preparation of any part of a program requirement or a purchase request;
 - Influencing the content of any specification or procurement standard; and
 - Acting in any advisory capacity including rendering of advice, investigation, or auditing in any purchasing proceeding. For this purpose purchasing proceeding includes applications, requests for rulings, determinations of claims or controversies and other matters pertaining to any program requirement or a contract or subcontract, to any solicitation or proposal.
- 19.8. **Contingent Fee** - It shall be a breach of ethical standards for a person to be retained or to retain a person, to solicit or secure a State of Texas contract upon agreement or understanding for a commission, percentage, brokerage, or contingent fee, except for retention of bona fide employees or bona fide established commercial selling agencies for the purpose of securing business.
- 19.9. **Representation of Contractor** - At the option of SPD or the user agency, a person, before being awarded a State of Texas contract, may be required to represent in writing that such person has not retained anyone in violation of Paragraph 8, above. Failure to do so constitutes a breach of ethical standards.
- 19.10. **Contemporaneous Employment Prohibited** - It shall be a breach of ethical standards for any employee who is participating directly or indirectly in the procurement process to become or be, while such an employee, the employee or any person contracting with the State of Texas.
- 19.11. **Disqualification of Business When an Employee Has a Financial Interest** - It shall be a breach of ethical standards for a business in which an employee has a financial interest knowingly to act as a principal, or as an agent for anyone other than the State of Texas, in connection with any
- Judicial or other proceeding, application, request for a ruling, or other determination;
 - Contract
 - Claim
 - Charge or controversy
- in which the employee either participates personally and substantially through decision, approval, disapproval, recommendation, the rendering of advice, investigation, or otherwise, or which is the subject of the employee's official responsibility, where the State of Texas is a party or has a direct and substantial interest.
- 19.12. **Use of Confidential Information** - It shall be a breach of ethical standards for

any employee or former employee knowingly to use confidential information for actual or anticipated personal gain, or for the actual or anticipated.

**EXHIBIT 1
PURCHASING REQUIREMENTS**

Total \$ Amount of Purchase	Vendor Documentation\ Is the vendor in the system? (Note 1)	Required Forms (If applicable) (Note 2)	Purchase Requisition	Quotes, Proposals & Bids Form	Written Quotes	Exception to Competitive Solicitation Requirements (Note 4)	Notify Purchasing Department	ESBD Posting	Subcontract Determination/HSP Plan	Contract Risk Assessment & Monitoring	TSUS Chancellor's Approval\Chancellor's Contract Signature	TSUS Board of Regent's Approval\Chairman of the Board of Regents Contract Signature
Less than \$15K	✓	✓	✓									
\$15K to less than \$50K (Note 3)	✓	✓	✓	✓	✓	✓	✓					
\$50K to \$100K	✓	✓	✓	✓	✓	✓	✓	✓				
\$100K to less than \$500K	✓	✓	✓	✓	✓	✓	✓	✓	✓			
\$500K to less than \$1M	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	
\$1M or greater	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓

Note 1: If the vendor is not in the system, the Director of Purchasing and Contracts will need to send a New Vendor Packet to the vendor. After the paperwork is submitted to the Director and it is verified that the state can do business with them, they will be input in Banner.

Note 2: Required forms include:

- Contract for Services (*All Lamar State College Orange Contracts must be reviewed by the Director of Purchasing and Contracts and Signed by the President.*)
- Advertising Approval Form

Note 3: Requires Purchasing Department notification prior to obtaining required information. May opt to post on ESBD.

Note 4: Requires additional documentation for

- Emergency Purchase,
- Sole Source or Proprietary, or,
- Pre-Existing Contract (i.e. State Term, DIR, or TXMAS Contract, etc.)

NOTE: Lamar State College Orange, at the discretion of the Director of Purchasing and Contracts, may choose to make any size purchase from Local Funds through a State contract and/or may request the State to advertise for bids for purchases over \$25,000.

EXHIBIT 2

Procurement Thresholds for Direct and Competitive Procurement

Estimated Spend	Procurement Method
<\$15,000	Direct / Open Market Purchase: No competitive procurement is required.
\$15,000.01 to \$50,000	Informal Bid: Requires informal written quotes from three or more potential vendors. Two HUB quotes are strongly encouraged within this dollar range.
>\$50,000	Formal Bid: Requires a formal procurement to be conducted by the Institution's Procurement Staff, another state agency, or a Group Purchasing Organization.

EXHIBIT 3

RO #:
Initiating Department:

Form is to be used for professional services for consultants and/or independent contractors (excluding construction).

**CONTRACTED SERVICES
CONTRACT BETWEEN LAMAR STATE COLLEGE - ORANGE**
(hereinafter referred to as College)
and

Name of Contractor/Consultant

Address

Federal Taxpayer ID or Social Security Number

I. Contractor shall perform the following services:

Course/Workshop Title:

Description of Services:

Date of Service:

Place of Service:

Minimum Number of Students:

Enrollment Limited to:

II. Contingent upon the need for instruction and contractor meeting site requirements, and contractor's full and satisfactory performance described in Section I of this contract, the College shall: (check at least one.)

- A. Pay to the Contractor a total fee not to exceed:
- B. In addition to the professional fee described in Section IIA, reimburse the contractor other expenses including travel not to exceed:

III. **Contractor is to provide invoice weekly, bi-weekly, or at the completion of services.**

IV. By signature on this contract, contractor attests that he/she has not been an employee of the College within the past twelve months prior to the start date of this contract. (If individual has been employed with the College within the past twelve months, payment must be made via completion of F3.2 per State law.)

V. This agreement is void if cancelled by either party prior to the Date of Performance.

It is understood the contractor executes this agreement as an independent contractor and is not an employee of the College and the contractor shall have the exclusive control over the means, method, and details of fulfilling the obligation under this contract, except for the dates the services are performed. The contractor agrees to perform and discharge all obligations as an independent contractor under any and all laws, whether existing or in the future, in any way pertaining to the engagement hereunder, including but not limited to Social Security laws, Workman's Compensation Insurance, Income Taxes, State Employment Insurance taxes or contributions, Public Liability Insurance; and contractor will hold College harmless against any such laws as well as against all Union claims for welfare payments. Contractor understands and agrees College will make no payments for employee benefits. Any controversies arising between the contractor and College pertaining to this contract shall be resolved by the Courts of the State of Texas. Contract is valid only if the College employee is duly authorized to contractually obligate the college. If meeting I.R.S. conditions, payment for the above services will be reported at year-end on a 1099 MISC to I.R.S. and a copy mailed to the address referenced above.

I have read and accept the terms and conditions of this contract.

Contractor's Signature **Date** **President's Signature** **Date**

Distribution: Original – Business Office/Copy - Department

**EXHIBIT 4
QUOTES, PROPOSALS AND BIDS**

**(Greater than \$15,000.01 but less than \$50,000.00 – 3 quotes are needed;
If over \$25,000 contact Director of Purchasing and Contracts prior to entering.)**

DATE: _____

ITEM/SERVICE: _____

(INCLUDE SPECIFICS: color, size, item#, length of service, packaging, delivery date, shipping charges etc.)

VENDOR: _____ **PHONE:** _____ **CONTACT NAME:** _____

QUOTED PRICE & DETAILS: _____

VENDOR: _____ **PHONE:** _____ **CONTACT NAME:** _____

QUOTED PRICE & DETAILS: _____

VENDOR: _____ **PHONE:** _____ **CONTACT NAME:** _____

QUOTED PRICE & DETAILS: _____

Signature: _____ **Requisition #:** _____

**Attach all copies of quotes from email or fax.
Forward entire packet to Director of Purchasing and Contracts.**

EXHIBIT 5
Lamar State College Orange
Advertisement Approval Form

Complete this form ***prior to completing*** any order that includes items with the Lamar State College Orange logo.

The Purchasing Department will not approve payment for your items unless this form has been completed.

Requisition Number: _____		
Initiator: _____	Date: _____	
Description of Purchase:		
Supervisor	Approve <input type="radio"/>	Disapprove <input type="radio"/>
Comment:		
Signature: _____	Date: _____	
Director of Public Information	Approve <input type="radio"/>	Disapprove <input type="radio"/>
Comment:		
Signature: _____	Date: _____	
Please attach quote and image along with this form for approvals. Send approval through campus mail or for quick returns, via email to amy.moore@lsc.edu		




Lamar State College
— Orange —



Lamar State College
— Orange —

Exhibit 6

FS-01 Risk Assessment Worksheet – Required for Contracts \$500,000 and Greater

 <p>Lamar State College Orange</p>		<p>Lamar State College Orange</p> <p>FS-01 Risk Assessment Worksheet - Required for Contracts \$500,000 and Greater</p>		<p>FS-01</p>
<p>Vendor Name (as it appears in SAP): _____</p>		<p>TCM Contract Number : _____</p>		
Risk Factors	Low Risk	Medium Risk	High Risk	Score
Contract Dollar Threshold (Expenditure or Revenue)	< \$500,000 (1)	\$500,000.00 - \$999,999.99 (3)	≥ \$1,000,000 (5)	-
Contract Term	1 to 2 Years (1)	3 to 5 Years (3)	5+ Years (5) requires exception	-
Statement of Work (SOW) Deliverables	None (1) - Simple	Low (3) - Specific	High (5) - Complex	-
Use of Subcontractors (HUB)	No (0)	Yes (3)		-
Consulting, Architect or Engineer, Construction Contract	No (0)	Yes (3)		-
Using Vendor's Contract/Agreement	No (0)		Yes (5)	-
EHS/REM (Fire, hazardous material, chemicals, lasers, etc.)	No (0)		Yes (5)	-
Intellectual Property (copyrights, trademarks, patents, etc.)	No (0)		Yes (5)	-
Campus Security (will the vendor be on campus for an extended period)	No (0)		Yes (5)	-
Student Travel Including Domestic & Foreign or Bus Charter	No (0)		Yes (5)	-
Is vendor based in a foreign country	No (0)		Yes (5)	-
IT Procurement - Data Security/Accessibility requirements (electronic subscriptions, desktop applications, cloud storage, etc.)	No (0)	Hardware (3)	Software (5)	-
*Other Potential Risks (please explain below)	No (1)		Yes (5)	-
<p>* Other Potential Risks/Comments</p>				<p>TOTAL RISK SCORE</p> <p>0</p>
Total Risk Score	Risk Level	Contract Monitoring	Department Contract Manager Action	Procurement Action
17 or less	Low	Routine Contract Monitoring	<ul style="list-style-type: none"> ■ Monitor compliance with financial provisions ■ Monitor compliance with delivery schedule ■ Confirm items/services meet contractual specifications 	<ul style="list-style-type: none"> ■ Procurement Contract Specialist reviews and signs Contract Risk Assessment & Monitoring Tool ■ Monitor for signs of fraud, abuse, or waste
18-25	Medium	Routine Contract Monitoring	<ul style="list-style-type: none"> ■ Monitor compliance with financial provisions ■ Monitor compliance with delivery schedule ■ Confirm items/services meet contractual specifications ■ Monitor performance via desk reviews of the contract annually 	<ul style="list-style-type: none"> ■ Procurement Director reviews and signs Contract Risk Assessment & Monitoring Tool ■ Monitor for signs of fraud, abuse, or waste ■ Reports compliance for contracts over \$1 million to CFO & Sr VP for Operations
26 or more	High	Requires Routine and Enhanced Contract Monitoring	<ul style="list-style-type: none"> ■ Monitor compliance with financial provisions ■ Monitor compliance with delivery schedule ■ Confirm items/services meet contractual specifications ■ Monitor performance via desk reviews of the contract on a regular basis ■ Site visits may be conducted to ensure vendor performance 	<ul style="list-style-type: none"> ■ Procurement Director reviews and signs Contract Risk Assessment & Monitoring Tool ■ Monitor for signs of fraud, abuse, or waste ■ Reports compliance for contracts over \$5 million to CFO & VP/SS and TSUS Vice Chancellor and CFO
<p>Name: _____</p> <p>Contract Manager (Department Stakeholder)</p>		<p>Signature: _____</p>		<p>Date: _____</p>
<p>Name: _____</p> <p>Contract Specialist/ Buyer (Procurement, Facilities, HPOC, VPI)</p>		<p>Signature: _____</p>		<p>Date: _____</p>
<p>Notes: Regardless of the risk analysis, contract review shall be in accordance with procedures set forth in the Texas State University System (TSUS) Contract Management Handbook and TSUS Procurement Policy 05.02.02. Signature authority shall be in accordance with TSUS 05.04.02. Should vendor performance not meet contractual requirements, it is essential that this be immediately communicated to the vendor, in writing, along with intended outcomes and deadlines to remedy. A copy of such correspondence should be sent to Procurement for documentation in the contract file. If the vendor fails to address identified remedies in the established and agreed upon timeframe, the department should reach out to the Procurement office for further guidance.</p>				