FRIO COUNTY

Purchasing and Debarment Policies and Procedures

Revised & Approved by Commissioners' Court June 23, 2026

Frio County's purchasing policies and procedures are determined by Federal and State laws and regulations, Commissioners Court Orders and Frio County historical customs.

The Commissioners Court is the governing body of Frio County. The Commissioners Court adopts a budget each year that sets the amounts of each major category of allowable expenditures. Included in the County budget preface are the following "Fiscal Restrictions":

- All technology requests should be coordinated with the Information Technology Contractor. This includes any device, regardless of cost, that will interact with the technology system.
- Department requests for ammunition, tasers, vests, and chemical weapons will be coordinated through the Auditor's Office. This is being done to maximize grant requests and allow for better purchasing power.
- Budgeted allowances will be paid uniformly throughout 26 pay periods.
- Dues for membership in professional organizations paid with county funds will be limited to the elected official, department head, and chief deputy unless approved by Commissioners Court.
- Purchase request for services and projects, including repairs and maintenance, costing **$12,500** or more must be submitted to Commissioners Court for approval before purchase.
    - Emergency purchases may be made only when prior approval has been granted by the County Judge or the County Auditor. This approval may be verbal or written, but it must occur before the purchase is executed. Emergency purchasing authority may be used only in circumstances where the purchase cannot be submitted in time for Commissioners Court approval.
    - Departments anticipating purchases in excess of the limits above should consult with the Auditor's Office prior to incurring the expense.

In compliance with the preceding fiscal restrictions, the County Auditor will not approve for payment any vendor invoice that is required to meet the above criteria unless it has been approved by Commissioners Court as evidenced by a properly executed court order.

For all purchases over $100,000, Frio County follows the competitive bid requirements and purchasing practices and procedures outlined in Local Government Code Chapters 262 and 271.

GENERAL POLICIES

- All elected, and appointed official, and department heads of the County who participate in the negotiation and approval of purchases are personally responsible for becoming familiar with and abiding by all applicable Texas State Statutes and County policies and procedures governing such activities.
- The County's goal is to receive maximum value for the public dollar and to purchase in the best interests of the County.
- Seek the best quality, lowest-priced goods and services that meet the needs of the County and its personnel;
- Comply with all federal and state laws that apply to county purchasing and comply with the policies and procedures in this manual;
- The Commissioners Court recognizes the responsibilities for overseeing the purchase of items required to be competitively bid including:
    - Preparation and transmitting of all bid documents by responsible department;
    - Posting notice, receiving, and safeguarding the sealed bids by County Auditor;
    - Summarizing and evaluating the bids after opening if the Commissioners Court so requests by responsible department.

- The County Judge signs all contracts relative to the expenditure of funds once the contract has been approved by the Commissioners Court.
- Awards shall be made to the bid(s) that provides the best value to the County, taking into consideration the vendor’s skill, business judgment, experience, facilities to carry out the contract and previous work and pecuniary ability. The County reserves the right to waive irregularities, reject and/or accept any and all bids, in whole or in part, or take any other action it deems to be in the best interests of the County.
- Acceptance of gifts, other than items of nominal value such as advertising novelties, is prohibited. Officials and employees shall not become obligated to any vendor and must not conclude any County transaction from which they may personally benefit. The County has a conflict-of-interest policy that must be adhered to:
  - Employees of Frio County shall not engage in any employment, relationship, or activity which would affect their job efficiency or which would reduce their ability to make objective decisions in regard to their work and responsibility as a County employee.
  - Activities which constitute a conflict of interest under this policy shall include but not be limited to:
    - Soliciting, accepting or agreeing to accept a financial benefit, gift or favor, other than from the County, that might reasonably tend to influence the employee's performance of duties for the County or that the employee knows or should know is offered with intent to influence the employee's performance or future decisions;
    - Accepting employment, compensation, gifts or favors that might reasonably tend to induce the employee to disclose confidential information acquired in the performance of official duties;
    - Accepting outside employment, compensation, gifts or favors that might reasonably tend to impair independence of judgment in performance of duties for the County;
    - Making any personal investment that might reasonably be expected to create a substantial conflict between the employee's private interest and duties for the County;
    - Soliciting, accepting or agreeing to accept a financial benefit from another person in exchange for having performed duties as a County employee in favor of that person.
- All qualified bidders shall be afforded equal opportunities to quote and will compete on equal terms.
- The County shall strive to maintain strong and enduring relationships with vendors of proven ability and with those who have a desire to meet the needs of the County. To accomplish this, purchasing activities shall be conducted so the vendors will value the County’s business and will make every effort to furnish its requirements on the basis of quality, service and price.
- Individuals engaged in purchasing shall promote constructive competition by:
  - Constantly seeking new bidders,
  - Obtaining quotes on lot or individual purchases over $1.00 and must make reasonable efforts to secure multiple vendor quotes, consistent with the COUNTY’s small purchase thresholds outlined in section II METHODS FOR PROCUREMENT section A.
  - Developing more than one active supplier for where feasible.
- County attempts to standardize products used within and among departments in order to minimize stock levels and obtain better prices through large volume purchases.
- It is the intent of the County to buy only from suppliers who have adequate financial strength, high ethical standards and a record of adhering to specifications, maintaining shipping promises and giving maximum service. New sources of supply will be given due consideration, as multiple sources of supply are necessary to ensure availability of materials.

GENERAL GUIDELINES

- This section is an introduction to the general guidelines and/or rules for the purchasing process. All Purchasing Card purchases shall fall in compliance. See separate Purchasing Card Policy and Procedure for agreement.

- No item or service is to be ordered, received, or paid for without sufficient funds available in the applicable major category budget.
- Expenses are recorded in the general ledger in the period in which goods are received or services are rendered.
- **Manage the County's assets and inventory so that replacement costs are minimized and the County can account for all assets; and**
- **Dispose of all surpluses, salvage, seized and abandoned property in a manner that not only provides the most benefit to the taxpayers of the County, but also complies with the law.**
- In line with the Fiscal Restrictions noted above, the following policies are required:
  - Purchases equal to or exceeding $0.01 must be approved by formal action of the Commissioners Court. This approval is executed through the COUNTY's accounts payable process and must occur prior to payment being issued.
  - Durable assets with lives exceeding one year with a value over $5,000 are capitalized.
  - Durable assets with lives exceeding one year with a value over $1,000 are non-capitalized.
  - Purchases over $100,000 are required to be competitively bid in accordance with Local Government Code Chapter 262.
  - Technology acquisitions must be pre-approved by the Information Technology Contractor.

PURCHASE ORDERS

A purchase order is a legal document authorizing the purchase of and subsequent payment for materials, supplies, equipment, construction, repairs and services. The purchase order number is the control and reference number and it is to be entered on all receiving documents, invoices, and inquiries pertaining to items on order.

Purchase orders requisitions are prepared and submitted by each office to the Auditor's Office. Purchase orders requisitions are approved by the Department Head, Elected Official, Appointed Official, or an authorized employee of the department. Purchase orders are approved by the County Auditor. The Auditor's Office handles travel payments, online ordering, maintenance and distribution of cell phone inventory. See separate Travel Policy for rules concerning per diem meals, lodging and transportation. See separate Cellular Phone Policy for rules regarding responsibilities of county issued cell phones. Lot or single item capitalized and non-capitalized purchases will be delivered to the Auditor's Office for inventory and asset tagging. All other lot or single item purchases will be delivered to each office. Each office is responsible for providing proof of delivery such as packing slip and a signature verifying the items have been received to the Auditor's Office. If proof of delivery and/or signature is not provided to the Auditor's Office for processing, the invoice will not be released for payment until the complete order has been received.

CHECK REQUEST

A Check Request may be used when a purchase order was not obtained prior to the purchase. The completed Check Request form must be submitted to the Auditor's Office with the vendor's invoice and must include the signature of the Department Head, Elected Official, Appointed Official, or another authorized employee of the department to authorize payment.

APPLICABILITY

The County Auditor retains the authority to reject payment of any vendor invoice when established purchasing policies and procedures have not been followed, ensuring compliance, accountability, and proper stewardship of county funds.

DEBARMENT POLICY AND PROCEDURES

Policy

The County makes all purchases in compliance with Federal Executive Order 12549, 44FR 13.35, the Texas Uniform Grant Management System and Texas Department of Public Safety SAA Information Bulletin No. 12-003 dated June 29, 2012. Prior to any County personnel or County Auditor and their staff placing orders for goods or services which will utilize Homeland Security funds, that individual is required to verify debarment status of each and every vendor for each and every order and contract. County personnel are required to use the SAM.GOV system (https://sam.gov) to make the verification.

Procedures for Documentation

Before grant funds may be spent, the County employee placing the order shall:

- Go to the SAM.GOV Website (https://sam.gov).
- The County employee placing the order will search the SAM.GOV system for the vendor.
- If the vendor is found not be debarred, a copy of the screen print indicating the vendor is not debarred at the time of the procurement should be included:
  - If EMO places the order and performs the SAM verification,
    - The screen print should be included with the paperwork for that purchase and retained with the procurement records for audit and monitoring purposes.
    - EMO will also send a copy of the screen print to the Auditor's Office as supporting documentation in the grant reporting files and as backup for the payment authorization form.
  - If the County Auditor places the order and performs the SAM verification:
    - A copy of the screen print will be sent to the EMO Director for retention with the program files.
    - The screen print will be placed in the grant reporting files as supporting documentation and as backup for the payment authorization form.
- The County shall not do business with any vendor that has been debarred. Further, the restriction on purchasing goods or services with appropriated funds "from companies which have been found, in a judicial or state agency administrative proceeding, to be guilty of unfair business practices" remains in effect for one year from the date of the determination of guilt.
- Failure to follow these guidelines could result in the withholding of grant fund or a reduction in future grant funding.

PROCUREMENT POLICIES

All procurement of goods and services will comply with state and federal procurement and contract requirements. These procurement requirements must and will be followed for reimbursement from grant allocations originating from the federal government.

I. 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 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 contracting best practices.

A. 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.

B. Nonrestrictive Specification

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

C. 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. Product specifications should be limited to essential specifications only.

a. 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 services 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.

b. Preference for Performance Specifications

Product or service specifications based on performance, rather than designed specifications, are preferred. A performance specification describes 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.

D. 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 the COUNTY reserves the right to award to other than the lowest-priced offeror or reject all bids if they are not acceptable to the COUNTY. Generally, the COUNTY will make a best value determination, balancing cost against technical merits, in awarding competitive contracts.

E. Type of Federal Funding

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

F. Contract Type

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

a. 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.

b. 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, actual, 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 the 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 the 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.

c. Time and Materials Contracts

A time and materials type contract are 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 and 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.

d. 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.

G. 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 "unnecessary" requirements are not allowed:

a. Excessive Qualifications

Placing unreasonable requirements on firms in order for them to qualify to do business.

b. Unnecessary Experience

Requiring unnecessary experience.

c. Unnecessary Bonding

Requiring excessive bonding.

d. Improper Qualification

Using improper prequalification procedures that conflict with Texas or federal law

e. Retainer Contract

Making a noncompetitive 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.

f. In-State, Local, or Tribal Geographic Preferences

Imposing prohibited in-state, local, or tribal geographic preferences that conflict with Texas or federal law,

g. Organizational Conflicts of interest

Allowing entities to submit bids or proposals in response to the solicitation where there would be a prohibited organizational conflict of interest.

II. METHODS 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 County Auditor or their staff for potential duplicative items. Once approved the invoice will be sent to the County Auditor. The Auditor's office will then review the invoice an additional time prior to approving for payment.

Procurements shall be made using one of the following methods: (A) Small Purchase procedures, (B) Competitive sealed bids, (C) Competitive negotiations, (D) Non-competitive negotiations. All procurements shall be made in accordance with these procedures.

A. Small Purchases

The following procedures apply to the procurement of supplies, equipment, and services with an estimated cost **below $100,000**. These purchases do **not** require a formal competitive bid; however, departments must obtain written estimates and solicit vendor quotes in accordance with the thresholds outlined below. All COUNTY departments, offices, and personnel involved in the procurement of supplies, equipment, and services. These procedures must be followed unless superseded by state law, federal grant requirements, or formal competitive bidding thresholds.

1. Purchases from $1.00 to $24,999.99

For purchases within this range:

- One (1) vendor quote must be solicited, either verbal or written.
- A written supplier estimate must be obtained and retained.
- If the selected vendor is not the lowest-priced offer or, the department must document the justification for the selection.

2. Purchases from $25,000.00 to $49,999.99

For purchases within this range:

- Two (2) vendor quotes must be solicited, verbal or written.
- Written supplier estimates are required.
- If the selected vendor is not the lowest-priced offeror, written justification must be included in the procurement file.
- If no vendor responses are available, a written explanation of the procurement effort must be prepared and filed.

3. Purchases from $50,000.00 to $99,999.99

For purchases within this range:

- Three (3) vendor quotes must be solicited, verbal or written.
- Written supplier estimates are required.
- If the selected vendor is not the lowest-priced offeror, the department must document the rationale for the selection.
- If no vendor responses are obtained, a written explanation of the procurement effort must be prepared and included in the file.

B. 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 for 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 degreed, licensed professional, principally engineering, accounting, and legal services), exceeds $100,000, an Invitation for Bids ("IFB") notice will generally be prepared. This notice will be published in the COUNTY newspaper of record and/or such other places as state or federal law require and the COUNTY deems appropriate. This notice will appear for two (2) consecutive weeks with the first date of publication happening at least fourteen (14) days before the due date for bid proposals. The COUNTY may also solicit sealed bids from responsible perspective 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 or services to be procured, any required bid deposit, the amount of a payment bond and bond performance required (if applicable), the location where bid forms and specifications 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 scored by the responsible department at the time of bid opening. The results of the score and the bid procurements will be examined for accuracy and completeness by the responsible department who will make recommendations to the COUNTY. 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 interests 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 the 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.

C. Competitive Negotiations

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

a. 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
b. The services to be procured are professional (provided by a degreed, licensed professional, principally engineering, accounting, and legal services) in nature.

Competitive negotiations will proceed as follows:

1. Proposals will be solicited through advertisement in the COUNTY newspaper 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 the 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.

2. 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 Request for Proposal and a written evaluation of each response prepared. The selection committee may contact the firms 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 or 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 Qualifications. RFQ's 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 the 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.

E. Noncompetitive Negotiations

The COUNTY requires competitive bids for purchases of goods or services including consulting services over $100,000; however, some exceptions apply.

In some 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 to the Auditor’s Office. 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. See separate Sole Source Justification form for general information and instructions. 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:

1. **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:

   a. **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 one supplier.

   b. **Compatibility**- the commodity or service must match an existing brand of equipment for compatibility and is available from only one vendor.

   c. **Replacement Part** - the commodity is a replacement part for a specific brand of existing equipment and is available from only one supplier.

   d. **Delivery Date** - only one supplier can meet necessity delivery requirements.

   e. **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.

   f. Only one satisfactory proposal is received through RFP or RFQ.

   g. The Federal or State awarding agency has authorized the particular type of noncompetitive negotiation.

Procurement by noncompetitive 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/RFQ is received.

F. Bids will be accepted only from those contractors who have a proven record of ability to successfully complete the scope of work being bid. References will be requested along with the contractor's bid proposal. Any contractors submitting a bid must produce (along with his/her bid documents) written proof of liability insurance and worker's compensation coverage. Consideration will be given to such matters as contractor integrity, compliance with public policy, record of past performance and financial and technical resources in awarding contracts.

III. 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.

A. 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 worker's compensation, failure to pay suppliers or workers, unsafe working conditions caused by the contractor, failure to comply with wage laws (where applicable), failure to keep accurate and timely records of the job, or failure to make those records available to the COUNTY (on request) or any other documented matter which could cause a hardship for the COUNTY if a claim should arise or the work not be completed on schedule at the specified cost.

B. Except as otherwise provided under 41 C.F.R. Part 60, all contracts that meet the definition of "Federally assisted construction contract" in 41 C.F.R. § 60-1.3 must contain the applicable contract clauses described in Appendix II to the Uniform Rules (Contract Provisions for non-Federal Entity Contracts Under Federal Awards), which are set forth in 2 C.F.R. §200.326. These provisions will be provided to all bidders.

IV. DOCUMENTATION

All source documents supporting any given transaction (receipts, purchase orders, invoices, RFP/RFQ 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 of 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.

V. 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, delivery schedules will be established and work will be subdivided to maximize participation by small businesses or minority- or women-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 RFQs. 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.

VI. CODE OF CONDUCT

A. Conflict Of Interest

No COUNTY member, employee, consultant, elected official, appointed official or designated agent of the 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 the 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 competing firms or will otherwise benefit financially or otherwise from a contract award. See separate Conflict of Interest Questionnaire (Form CIQ) for vendors or other persons doing business with local governmental entity. CIQ form must be completed and submitted to the Auditor's Office prior to doing business with the COUNTY.

No COUNTY member, employee or designated agent of the 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).

B. Acceptance of Gratuities

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

C. Penalties

Any COUNTY member, employee or designated agent of COUNTY who knowingly and deliberately violates the provisions of this code will be open to civil suit by the COUNTY without the legal protection of the COUNTY. Furthermore, such a violation of these procurement standards is grounds for dismissal by the COUNTY (if an 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 the COUNTY.

VII. ADDITIONAL PROVISIONS

COUNTY Federally funded contracts are subject to a variety of required of statutes, regulations, and contract clauses. While it is the responsibility of bidders and offerors to be aware of and comply with those requirements, COUNTY staff shall include applicable requirements in all 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:

A. 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 the COUNTY' s Federal funding. These are assembled at 2 C.F.R. § 200.326 and 2 C.F.R. Part 200, Appendix II, and include provisions related to Equal Employment Opportunity, Prevailing Wages, Antikickback provisions, Overtime and

Work Safety requirements, and a variety of whistle blower protections. In dealing with all potential bidders and offerors, COUNTY Staff should ensure that the applicable requirements are included in all solicitations and contracts. To the extent possible, COUNTY Staff should highlight these requirements to bidders and offerors unfamiliar with or inexperienced in Federally funded projects.

B. Rights to Inventions Made Under a Grant orContract

If a contract awarded by the COUNTY may result in the creation of protectable intellectual property, including a patentable invention, copyrighted material, trade secret or technical data, or any other invention or discovery, the requirements of 37 CFR § 401 may apply.

C. Environmental Regulations

Contracts over $150,000 require the contractor to comply with Clean Air Act and Federal Water Pollution Control Act. Specific provisions and requirements are set forth in 2 C.F.R. Page 200, Appendix II.

D. Contracting with Suspended or Debarred Persons or Entities

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.

E. Byrd Anti-Lobbying Amendment

The following provision should be included in each contract over $100,000 (Federal Byrd threshold):

"Contractors who apply or bid for an award of $100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient."

Conflict with Employee Handbook:

To the extent that any provisions of this policy & procedure with the terms of the Frio County Employee Handbook, the terms of this policy & procedure will prevail.

The above cellular phone policy is **APPROVED, PASSED AND ADOPTED** by the Commissioners Court of Frio County, Texas, on this 23th day of June, 2026, with the following members of the court voting: 4 **AYE,** 0 **NAY,** with 0 **ABSTAINING,** and 1 **ABSENT.**

HON. ROCHELLE CAMACHO
County Judge

HON. JOE VELA
Commissioner, Precinct No. 1

HON. MARIO MARTINEZ
Commissioner, Precinct No. 2

HON. RAUL CARRIZALES III
Commissioner, Precinct No. 3

HON. DANNY CANO
Commissioner, Precinct No. 4

ATTEST:

HON. ANNA HERNANDEZ
Frio County Clerk
Ex officio Clerk of the
Frio County Commissioners Court

By:
(Chief) Deputy Clerk

FILED
At 5:06 o'Clock P M
This 23rd day of June 26
Anna L. Hernandez
Clerk County Court FRIO COUNTY, TX
BY: /DEPUTY