



TEXAS EDUCATION AGENCY

Contracting Guide

November 2016

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Does the Training Apply to Me?

Government Code Sec. 2261.256, requires that each state agency develop and comply with a purchasing accountability and risk analysis procedure. The procedure must provide for: (1) assessing the risk of fraud, abuse, or waste in the contractor selection process, contract provisions, and payment and reimbursement rates and methods for the different types of goods and services for which the agency contracts; (2) identifying contracts that require enhanced contract monitoring or the immediate attention of contract management staff; and (3) establishing clear levels of purchasing accountability and staff responsibilities related to procurement.

TEA created the *Contract Development and Administration Manual* in 2010 and this new Contract Management Training and Handbook are designed to address the TGC requirements by providing detailed documents that identifies clear levels of purchasing accountability and staff responsibilities related to contract.

Source Guides

The following are additional source guides for this handbook:

- State Contracting Standards and Oversight TGC 2261
- Competitive Sealed Proposals (RFP) TGC 2156
- Purchasing: General Rules and Procedures TGC 2155
- Purchase of Automated Information Systems (RFO) TGC 2157
- EDGAR 2CFR Part 200 (Procurement Rules - July 2016 – One Year Grace Period)
- CPA Contract Management Guide
- TEA Contract Administration Manual
- OP 04-02 Agency Service Providers Criminal History Reviews
- OP 08-03 Contracts for Services
- OP 07-04 Agency Standards of Conduct and Conflicts of Interest
- OP 08-13 Historically Underutilized Business (HUB) Program
- Agency approved Contract Terms and Conditions
- Agency Contract Management Training modules: 1) Planning for the Contract, 2) Developing the Competitive Solicitation, 3) Developing the Contract, and 4) Contract Monitoring Process

Code of Ethics

The standards of conduct that apply to all state government employees includes,

"It is the policy of this state that a state officer or state employee may not have a direct or indirect interest, including financial and other interests, or engage in a business transaction or professional activity, or incur any obligation of any nature that is in substantial conflict with the proper discharge of the officer's or employee's duties in the public interest."

The nature of contracting functions makes it critical that all people in the process remain independent, free of obligation or suspicion, and completely fair and impartial.

Maintaining the integrity and credibility of a contracting program requires a clear set of guidelines, rules and responsibilities to govern the behavior of purchasing employees.

Credibility and public confidence are vital throughout the process. Any erosion of honesty, integrity or openness tends to be more injurious to contracting than to most other public programs. The shadow of doubt or "perception" can be as harmful as the conduct itself.

A State Employee may not:

- participate in work on a contract by taking action as an employee through decision making, approval, disapproval, recommendation, giving advice, investigation or similar action knowing that the employee, or member of their immediate family has an actual or potential financial interest in the contract, including prospective employment;
- solicit or accept anything of value from an actual or potential Vendor;
- be employed by, or agree to work for, a Vendor or potential Vendor

The Agency has a limited contact policy: All of us at the Agency share the responsibility of safeguarding the integrity and fairness of the contracting process. We cannot risk even the appearance of impropriety. Therefore, all TEA staff members are strictly prohibited from discussing, in any way, any aspect of ongoing solicitations, proposals, evaluation phases, contracts with anyone outside of the Agency except as part of the open public meetings that the Agency conducts.

Statutory Requirements

Federal Requirements (EDGAR)

Fixed amount awards may be used if the project scope is specific and adequate costs, historical or unit price data is available to establish a fixed amount based on a reasonable estimate of actual costs. Payments must be based on meeting specific requirements. Accountability is based on performance and results. §200.201

Contracts shall include clear performance goals, indicators, and milestones reached throughout the term of the contract. Performance and financial reporting frequency shall be established to measure performance and provide documentation for reporting vendor performance. §200.301

The agency must maintain written standards of conduct covering conflicts of interest. §200.112

The agency must maintain records sufficient to detail the history of the procurement, this includes rationale for the procurement method, selection of contract type, contractor selection or rejection, and the basis for the contract price. §200.318

The agency must perform a cost or price analysis in connection with every procurement over \$150,000. The estimate must be made before receiving bids or proposals.

The agency is required to negotiate price as a separate element for any non-competitive contract 7% - 9% is considered acceptable for services. §200.323

Micro-purchases (under \$3,000) must be distributed equitably among qualified entities. §200.320 (a)

The USDE must authorize noncompetitive proposals in response to written requests from the agency. §200.320 (f) (3). Even though an entity was named in the federal grant, the agency must still request permission to contract with them directly.

The Federal Agency Acceptance of Negotiated Indirect Cost Rates. The negotiated rates must be accepted by the agency unless the agency made public a capped rate. §200.306

State Requirements

Contracts over \$1M must be signed by the Commissioner. SB 20

Contract retention schedule is 7 years after completion. TGC 411.1855

By rule, the agency shall assess the complexity of the services, the contract amount, if the services are new or changed significantly, high profile project, the risk if the work is not performed adequately and any other factors that may impact the project. Projects deemed medium or high risk shall be co-monitored by contract and program staff.

Require posting all contracts over \$15,000 to the agency's website.

Require all agency employees involved in the procurement or contracting process to disclose any possible conflict of interest. Additional form needed when over \$1M.

Prohibit contracts with contractors in which staff (Division Directors and above) have a financial interest.

Requires awarded contractor to complete the Ethics Commission Form 1295 if over \$1M.

All contracts over \$5M require the agency's procurement director to sign off on the procurement method and indicate in writing any potential issues that could arise in the contracting process.

Contracts over \$10M or \$1M if non-competitive require an Attestation Letter be sent to the LBB prior to the first payment.

Section 1: Overview of Contract Management

What is my Role?

Contract Management refers to the entire contracting process from planning to closeout. This includes tracking tasks: monitoring contractor performance, invoice payment processing, negotiating amendments, assessing penalties, and updating contract data. At TEA, the Procurements and Contracts staff, Legal, Program Area and the HUB staff work together during the planning phase for a solicitation and/or contract development. Once the contract has been awarded, it is the responsibility of the Program Area to administer the contract.

Roles and Responsibilities

Program Area

- Manage the daily operational aspects of the contract
- Communicate and keep written documentation with contractor on a regular basis
- Review and approve invoices includes verifying costs are within approved budgets and have sufficient documentation to support the invoice
- Set performance measures to ensure progress of completion for the deliverables
- Request contract and budgetary amendments before performance of the work
- Notify Contract staff of contractor performance issues
- Periodically perform risk assessments throughout the life of the contract
- Complete contractor/vendor performance evaluations and submits them to Contract staff

Contract Staff

- Facilitates the contract management process and provides technical assistance on state procurement law and options for contracting for the Agency
- Works with Program Areas to create competitive solicitations and contracts
- Creates the contract document and maintains official procurement file
- Process contract amendments and budget revisions
- Co-approves and reviews invoices or contracts over \$100,000
- Enters the performance evaluations into CPA portal
- Publishes and reports contract information to the public and state oversight agencies
- Reviews and approves the probability of HUB opportunities for contracts and approves HUB Subcontracting Plan (HSP) and changes to the HSP

Contract Management Responsibilities

The primary functions of contract management include:

- Participating in the development of the solicitation and writing the draft statement of work, identifying specifications for and deliverables to be required, identifying risks to the contract that may require special terms and conditions and other contract documents.
- Determining during solicitation development if the Contractor's compensation structure is appropriate for the work.
- Serving as the point of contact for disseminating the instructions regarding the work to the Contractor.
- Managing, documenting, and ensuring appropriate approval of any changes to the contract.
- Implementing a quality control/assurance process which includes maintaining appropriate records and documenting significant events.
- Monitoring the Contractor's progress and performance to ensure goods and services conform to the contract requirements.
- Verifying accuracy of invoices and authorizing payments consistent with the contract terms which includes determining if the payments are reasonable and allowable.
- Identifying and resolving disputes with Contractor in a timely manner. Notify the contract staff to exercise state remedies, as appropriate, when a Contractor's performance is deficient.
- Performing contract closeout process ensuring all necessary contract documents are completed invoices are reconciled, contractor performance and lessons learned are documented.
-

Contract management functions generally **do not** include the following:

- Instructing the contractor to start work before the contract or work order is fully executed.
- Changing the scope of the contract without doing so through the formal amendment process.
- Directing the contractor to perform work that is not specifically described in and funded by the Contract.
- Extending the time period of the contract without execution of an approved amendment.

Section 2: Planning

Effective planning should include consideration of the risk, value, term, scope, complexity and/or strategic nature of the contract.

Planning a contract is a process that begins with understanding the major steps involved. The table below provides a brief description of the steps in the contract planning process, the major activities involved and the associated forms, its relationship to the requisition, and the staff responsible in each step.

Planning Steps	Major Activities	Associated Forms	Staff Responsible
1-11	<ul style="list-style-type: none"> Determine Need to Contract Identify Source of Funds (SOF) and amount 	<ul style="list-style-type: none"> Request to Requisition Policy Memo 	Program
12	<ul style="list-style-type: none"> Complete the Risk Assessment* 	<ul style="list-style-type: none"> Risk Assessment 	Program
13-15	<ul style="list-style-type: none"> Kickoff Meeting 	<ul style="list-style-type: none"> Kickoff Meeting Agenda Non-Disclosure(s) 	Contract
34	<ul style="list-style-type: none"> Project Requirements Develop the Solicitation 	<ul style="list-style-type: none"> Project Requirements Developing the Solicitation Checklist or Developing the Non-Competitive Checklist Cost/Price Worksheet if using federal funds over \$150,000 	Program and Contract

*The Risk Assessment is completed in the Planning stage but should be reviewed yearly to add language in the amendment if needed.

Planning a contract is a process that begins with understanding the major steps involved. The table below provides a brief description of the steps in the contract planning process, the major activities involved and the associated forms, its relationship to the requisition, and the staff responsible in each step.

Contract Risk Assessment Worksheet

OP 08-03, Contracts for Services
Texas Education Agency - OPR: Purchasing, Contracts, and Agency Services (PCAS)

Program/Funding:	<input type="text"/>	Required Date:	<input type="text"/>	Division/Org:	<input type="text"/>
Description of Service(s): <input type="text"/>					
Start Date:	<input type="text"/>	End Date:	<input type="text"/>	Project Manager:	<input type="text"/>

	Service Risk Factors	Pts	Risk Value	Response Strategies
1	Estimated dollar value less than \$1M: From \$1M-10M: Exceeds \$10M over the life of the contract:	(10) (20) (30)		High dollar contracts have a higher possibility of presenting risk. Staff must mitigate risks. \$1M require written contract monitoring plan. Over \$10M require Contract Administration Manager to conduct the kick off meeting.
2	This is a new program or service, or a significant change to an existing service (within the past year or new negotiations will be required.	(10)		New programs, services, or new project managers require early monitoring to ensure any technical assistance issues are addressed adequately.
3	Statement of work is complex - there are multiple components to the service to be provided	(10)		Complex programs or services may require early monitoring to ensure any technical assistance issues are addressed adequately and may require additional contract language.
4	Contractor will have access to TEA or student data that includes confidential information (e.g. SSN, FERPA etc)	(20)		See OP 10-03 Confidential Enterprise Information & Use of Social Security Numbers. User Agreements required.
5	Work involves data collections, surveys of school (students, parents, or educators)	(10)		Data Governance Board (DGB) must review and approve all survey documents per OP 10-07.
6	Work will involve Information Technology (IT) component (e.g. access to TEA website, portals, links, storage of data, website training modules, etc.)	(10)		Include the TEA Security Director and IT appropriate staff,
7	Contractor will develop products, test questions, training materials, ancillary materials, education related kits for math or reading, etc (works for hire).	(10)		Include Intellectual Property/License staff for new products and include legal staff review (Contract's Attorney).
8	Contractors will have direct access to students.	(20)		Contractors with access to students must complete a background check prior to access at the campus per OP 04-02.
9	Contracts will be awarded for this program or these services utilizing: Competitive Procurement Non-competitive/Sole Source	(10)		If contract is non-competitive or Sole Source, documentation of the basis for the award and proprietary justification must be included in the contract file.
10	Program or service has a high profile, high priority, or a risk of receiving negative press	(20)		Determine the program and fiscal implications of negative press.
11	Other Risk Factors (explain & assign value): <input type="text"/>	(20)		Data-share language must be included in each contract and Contract must be monitored for compliance.
TOTAL RISK SCORE:				

Kickoff meeting is required for all contracts. All contracts must be monitored for compliance.

1-50 LOW RISK: Contract & Program staff discussion.

51-100 MEDIUM RISK: Contract, program staff and subject matter expert (SME) required to meet.

100+ HIGH RISK: Contract Administration Manager must conduct the kickoff meeting.

Section 3: Solicitation Phase

The competitive solicitation approach described in this section is applicable to acquisitions of all non-IT goods and services.

Competition is one of the basic principles in State procurement. The nature of effective competition varies with the goods and services being acquired. Depending upon decisions made during the planning phase, the procurement may be informal or formal, the selected competition method will be a written solicitation document (RFP, RFQ, RFO). Procurement activities must be conducted in an open and fair environment that promotes competition among the prospective contractors.

Planning Steps	Major Activities	Associated Forms	Staff Responsible
35	<ul style="list-style-type: none"> • Development of the Competitive Solicitation • Ethics 1295 (if applicable) • Criminal History (if applicable) 	<ul style="list-style-type: none"> • Project Requirements • Form 1295 • HSP Review for Probability of Subcontracting 	Contract
36-38	<ul style="list-style-type: none"> • Approval of the Competitive Solicitation by: <ul style="list-style-type: none"> ○ Program staff ○ Comptroller or DIR 	<ul style="list-style-type: none"> • DIR SOW Form 	Contract
39-49	<ul style="list-style-type: none"> • Posting the Competitive Solicitation: <ul style="list-style-type: none"> ○ ESBD Posting ○ Notify the CMBL Vendors ○ Proposal Conference ○ Q&A Period • Identify the Evaluation Team 	<ul style="list-style-type: none"> • Hard Copy • Hard Copy of list of Vendors • Conference Agenda • Addendums Issued 	Contract
50	<ul style="list-style-type: none"> • Receive Proposal Responses: <ul style="list-style-type: none"> ○ Check-in Responses to determine if they are Responsive ○ Review HSP ○ Non-Disclosure/Conflict of Interest for Evaluation team 	<ul style="list-style-type: none"> • Proposal Checklist • HSP Review • Non-Disclosure 	Contract
51-68	<ul style="list-style-type: none"> • Evaluation Process: <ul style="list-style-type: none"> ○ Initial and Oral Presentation / Product Demonstration ○ Negotiations/BAFO ○ Criminal History Review (if contractor will have direct or indirect access to a student during the term of the contract) ○ Selection and Award 	<ul style="list-style-type: none"> • Score Matrix • Award Memo • Disclosure Statement over \$1M • Form 1295 	Contract

Statement of Work (SOW): A detailed description of what is required of the contractor which includes the project and contractor requirements to satisfactorily perform the work. The SOW forms the basic framework for the resulting contract.

Requirements: Identification of the project details and capability of the contractor, functional and technical project needs, budget, schedule, and any other necessary information that is needed to satisfy the contract.

Deliverable: Term used in project management to describe a tangible or intangible object produced as a result of the project that is intended to be delivered to a customer. A deliverable could be a report, a document, a server upgrade or any other building block of an overall project.

Elements of a Deliverable

1. A description of work
2. A standard for performance
3. Method or procedure to verify that the deliverable meets the standard
4. Method of process to monitor /ensure quality in the deliverable
5. An acceptance process for each deliverable
6. A compensation structure that ties to the deliverables

Note: The SOW, Requirements, and Deliverable requirements also apply to non-competitive contract with ESC's and other state agencies including public institutions of higher education.

Section 4: Contract Development

The contract ultimately evolves from the statement of work (SOW) which is derived from the solicitation and the contractor's response.

The Statement of Work is the core of the Contract. The contract ultimately evolves from the statement of work (SOW) which is derived from both from the solicitation and the response. The SOW defines the contractors' activities, tasks, deliverables, timeline and pricing/budget for the work to be done according to specifications.

A well drafted SOW will save time, resources, and money and will improve the quality of the goods or services provided. Each deliverable should be tied to a performance measure as the mechanism to determine the work is progressing and confirms if payment should be released.

Planning Steps	Major Activities	Associated Forms	Staff Responsible
65-68	<ul style="list-style-type: none"> • Development of the Contract <ul style="list-style-type: none"> ○ Clear SOW and Budget tied to Deliverables • Criminal History Performed 	<ul style="list-style-type: none"> • Contract Monitoring Plan if over \$1M 	Contract
69	<ul style="list-style-type: none"> • Approval of the Contract by: <ul style="list-style-type: none"> ○ Program staff ○ Additional TEA staff as applicable 		Contract
69	<ul style="list-style-type: none"> • Contract Sent to Contractor for Signature and Returned • Routing for TEA signature • Contractor in Good Standing 	<ul style="list-style-type: none"> • Requisition • SAM Hardcopy • Attestation Letter if over \$10M or \$1M Non-competitive • Certification Form 	Contract
70	<ul style="list-style-type: none"> • Post -Award Contract Meeting 	<ul style="list-style-type: none"> • Post-Award Contract Checklist and Agenda 	Program
	<ul style="list-style-type: none"> • Set up Contract and PO (encumbrance) in CAPPs • Notify the unsuccessful vendors • Post Award to ESBD • Conduct Debriefings • Contract submitted to LBB • Contract posted to TEA Website 	<ul style="list-style-type: none"> • Purchase Order 	Contract

Key information in the contract must be presented in a manner that is clear, concise, complete, and orderly. This task requires significant skill because they must be able to conceptualize an entire project, ask analytical questions, understand sequential steps, translate complex thoughts into words, and manage the process.

Well-written contracts save the agency money. When the scope and terms of a contract are clearly defined, a contractor's risk subsides, allowing them to be more competitive with their pricing. Contractors who are clear on what is being requested of them can more accurately develop their proposals.

Contractors tend to inflate their contract pricing when the contract scope and terms are unclear; in order to cover any risks that may incur, contractors may add an additional “cushion” to their pricing.

New state and federal requirements have added transparency to contracting processes and made us more conscientious about how public dollars are spent, it is imperative that contracts are initially developed with an end-goal in mind on how they will be administered once the contract is awarded.

There are five basic items that can help generate more detailed questions that will help shape the contract and ensure that basic requirements are not omitted.

1. Develop clear specifications/scope of work
2. Establish a baseline for cost and quantity
3. Develop strong contract language
4. Develop clear performance measures
5. Perform ongoing contract management



Recent SAO Audit Findings

TEA did not execute contracts in a timely manner.

The Agency allowed the contractor to perform services while they were still negotiating contract terms, conditions, and budget.

The Agency did not develop a contract monitoring plan to monitor the contract.

Section 5: Contract Monitoring

The purpose of this section is to increase awareness of the importance of contract monitoring and to explain the basic tools to effectively monitor the contract.

Every TEA contract carries significant risks affecting the performance and costs. In the absence of a solid contract monitoring plan, unforeseen problems and higher costs can occur if a well-planned contract management plan is not established.

Contract monitoring is a combination of administration and managing people. Both are essential to successfully monitor the contract to a close. You must become familiar with your assigned contract. You are the owner and be assertive about the project.

Planning Steps	Major Activities	Associated Forms	Staff Responsible
72	<ul style="list-style-type: none"> • Contract Monitoring Plan required if over \$1M • Criminal History Performed and Notification from the Fingerprinting Unit 	<ul style="list-style-type: none"> • Contract Monitoring Plan if over \$1M 	Program
73-82	<ul style="list-style-type: none"> • Invoices Received: <ul style="list-style-type: none"> ○ Supporting documentation submitted with the invoice ○ Evidence to Support Monitoring Activities ○ Co-approval of invoices for Contracts over \$100,000 	<ul style="list-style-type: none"> • Contract Monitoring Checklist if over \$100,000 	Program and Contract
84-94	<ul style="list-style-type: none"> • Contract Performance Completed Yearly 	<ul style="list-style-type: none"> • Contractor Performance 	Program

To reduce the chances of contract mishaps, contract management activities must be carefully planned and consistently used to track progress throughout the life of the contract. Successful project management activities will always be aligned with contract requirements.

1. **Design** effective communication channels that lead to successful contract monitoring.
2. **Formulate** a Contract Monitoring Plan to document actions, progress etc.
3. **Recognize and correct** defective performance.
4. **Identify** the benefits of using a tracking tool to manage and record monitoring activities.
5. **Access** accurate and timely information about the progress of the contracted services.
6. **Execute** the closing of a contract.

Payment Under Contract

ARTICLE IV. PAYMENT UNDER CONTRACT

Subject to the availability to TEA of funds for the purpose(s) of this contract, TEA shall pay to Contractor by State of Texas warrant(s) the amount of \$4,988,117.00 for the performance, satisfactory to the TEA, of Contractor's functions and duties under this Contract. Payment to Contractor by TEA will be made in accordance with the Task Activity Plan and Budget, labeled Attachment 1, which is attached hereto and incorporated herein by reference.

Prior to authorizing payment to Contractor, TEA shall evaluate Contractor's performance using the performance standards set forth in all documents constituting this Contract. Contractor shall provide invoices to TEA for deliverables or services provided/performed. No payment whatsoever shall be made under this Contract without the prior submission of detailed, correct invoices.

SAO Contract Audit Finding

The Agency did not sufficiently monitor the fiscal year 2015 contract. Specifically, the Agency did not verify that services had been received prior to payment, program expenditures were allowable, and payments were linked to clear and measurable deliverables.

The Agency did not identify high-risk areas for monitoring or complete contract renewal and close-out procedures.



Section 6: Contract Amendments and Renewals

What do I need to demonstrate before extending or renewing a contract? The contract renewal gives the impression that the only option available to you is to extend under the terms of your existing contract. This is a little misleading, because in reality you can negotiate deliverables and the rate.

Amendments

An amendment is an addition, deletion or change to contract and can only be accomplished by mutual agreement of all the parties. Once a contract is amended, the portions of the contract affected by the amendment are superseded and can no longer be given any force or effect. Amendments may be needed to add or delete work from the scope, extend the contract term, allow for additional time to complete the work, and reflect changes in requirements that arise due to events occurring after execution of the contract. In many cases, the contractor is not entitled to additional time or compensation for the extension of the period for performance unless the TEA is responsible for delays in the completion of performance. It is important to contact the Contracts staff before proceeding with any discussion on an extension with the contractor.

Renewals

Contracts generally have a definite termination date and expire at the end of their term. Usually, contracts contain options for renewal which allows you to extend or renew the term of the contract before its expiration date. Options for renewal should be clearly specified and must be by mutual agreement of the parties. Contracts should contain clause that will allow for renewals if it is determined that the contract should be renewed rather than rebid. The renewal process should occur prior to the end date. Renewals should not be automatic because it is less work than developing a new solicitation/contract. By completing the contract renewal form you can decide if it is in the best interest of the agency to continue performance under the contract when the market conditions may have changed or the needs of the division may have changed. An option for renewal includes additional forms be submitted with the request. The contract must also include a provision to renew and specify the terms and conditions of the contract during the renewal period.

Planning Steps	Major Activities	Associated Forms	Staff Responsible
	<ul style="list-style-type: none"> • Decision to renew the contract • Review Risk Assessment 	<ul style="list-style-type: none"> • Contract Renewal form • Cost Price Analysis if over \$150,000 & using federal funds • Request to Requisition 	Program
	<ul style="list-style-type: none"> • Develop Amendment which should include (revised or updated) budget and Task/Activities to support work to be performed during the fiscal year term • Program Staff approval 		Contract
	<ul style="list-style-type: none"> • Send the Amendment to Contractor • Amendment returned and routed for approval and signature 		Contract
	<ul style="list-style-type: none"> • Set up Amendment and PO (encumbrance) in CAPPs • Amendment submitted to LBB • Amendment posted to TEA Website 		Contract

Section 7: Contract Close-Out

The use of a checklist of closeout procedures helps to assure that all actions have been completed.

Contract Closeout occurs when a contract has met all the terms of a contract and all administrative actions have been completed, all disputes settled, and final payment has been made.

It is vital that these administrative actions that are contractually required; i.e. property, confidential data destroyed or sanitized, possession of all works developed under the contract, and all invoices are reviewed prior to approving the final invoice.

Your leverage is significantly diminished if all payments have been released.

It is responsibility of each agency to ensure that the work under a contract has been completed and the contract is ready for closeout prior to final payment.

Every contract close-out should include the checklist to assist during that process. Each contract is unique and the checklist can be customized as required to meet the particular circumstance.

The contract monitoring plan should include all necessary documentation at the time of closeout.

Final payment should never be made until all work is complete and all deliverables are received and accepted.

Planning Steps	Major Activities	Associated Forms	Staff Responsible
	<ul style="list-style-type: none"> Contract ends All Invoices are paid, reconciled & PO is liquidated All documents, materials, data bases, source code received by TEA Confidential student data destroyed/sanitized Contract Monitoring Plan / Monthly Checklist submitted to Contracts 	<ul style="list-style-type: none"> Contract Close-Out Checklist Lesson Learned Form Contractor Performance Form Contract Monitoring Plan / Monthly Checklist 	Program
	<ul style="list-style-type: none"> New solicitation or Contract Needed return to Planning Stage 		Program

New solicitation or contract needed? Return to Section 1: Planning

Section 8: Contract Process Map

Understanding Responsibilities in the Process Maps

Process Step = Key Task + Responsibility

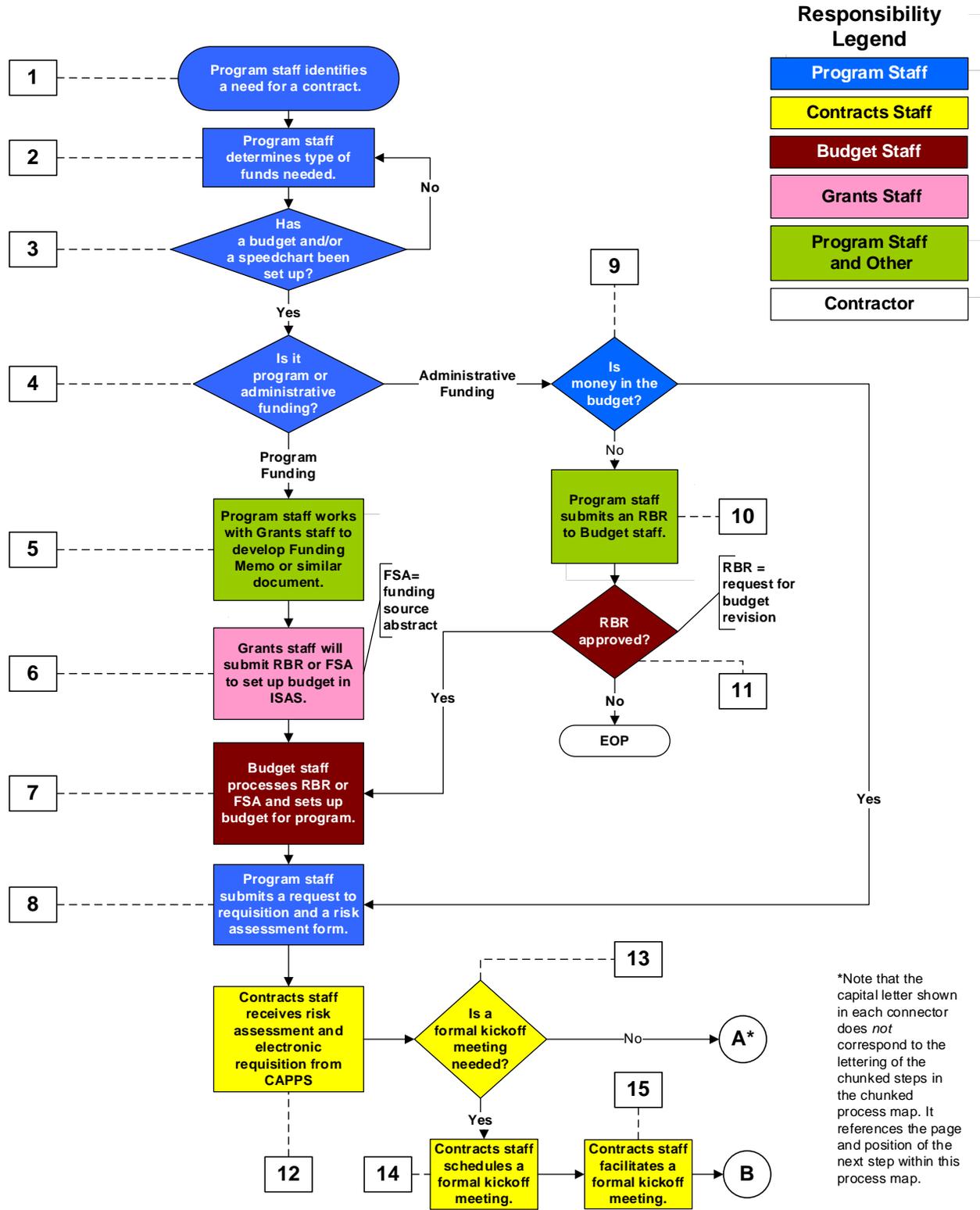
Each process step identifies the key task or activity to be performed *and* assigns clear responsibility for that process step. Dual or ambiguous responsibility for key tasks is eliminated.

The following key indicates the process box color that corresponds to the staff responsible for a task.

	Blue-shaded shapes show the responsibilities of the Program staff.
	Yellow-shaded shapes show the responsibilities of the Contracts staff.
	Burgundy-shaded shapes show the responsibilities of the Budget staff.
	Pink-shaded shapes show the responsibilities of the Discretionary Grants staff.
	Green-shaded shapes show responsibilities that are shared by the Program staff and staff in another division (joint responsibilities).
"1"	Numbers identify steps in the process.
Clear	Clear shapes show the responsibilities of the Contractor.

Contract Process Map Diagram 1

Contract Development and Administration

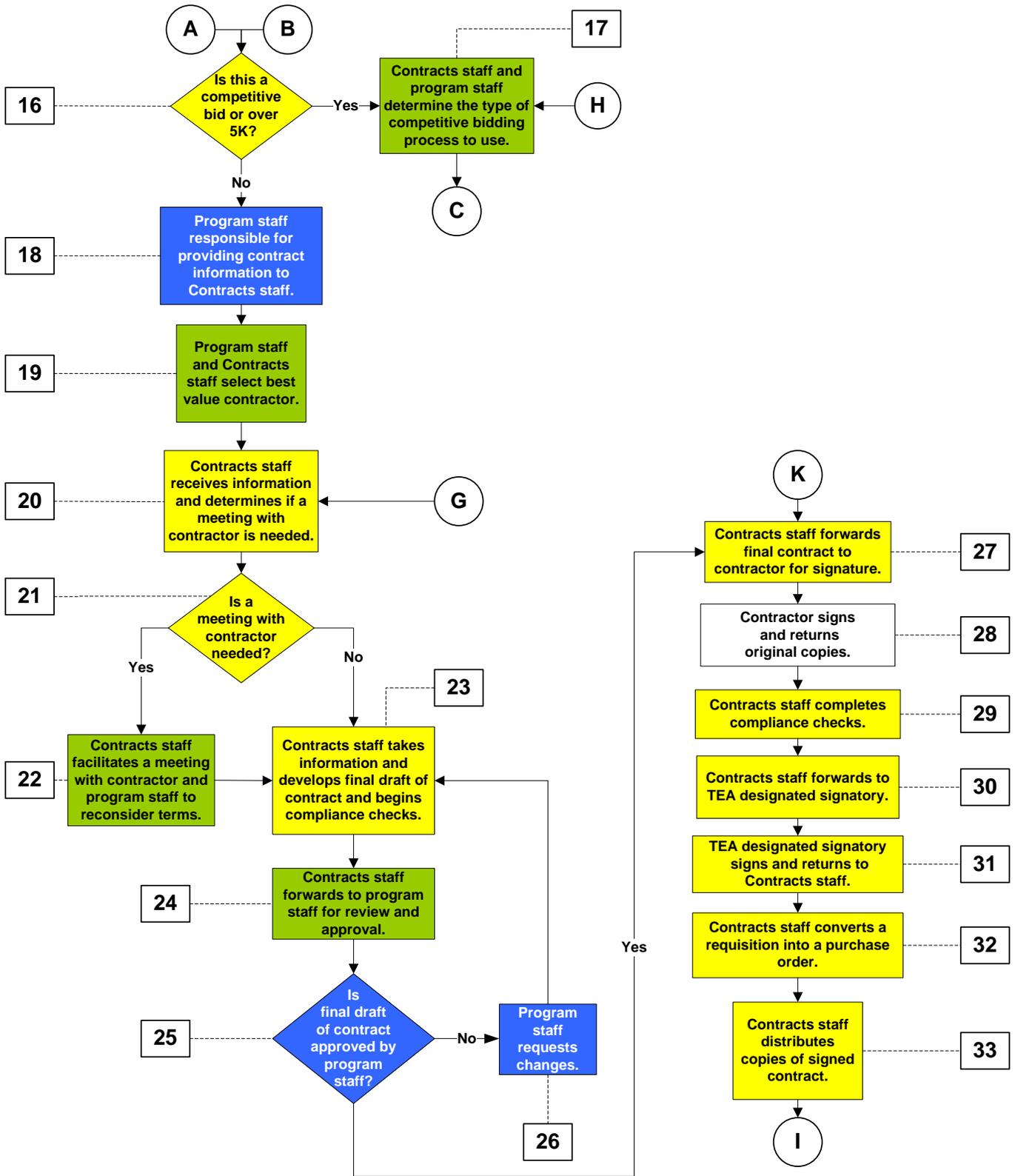


Responsibility Legend

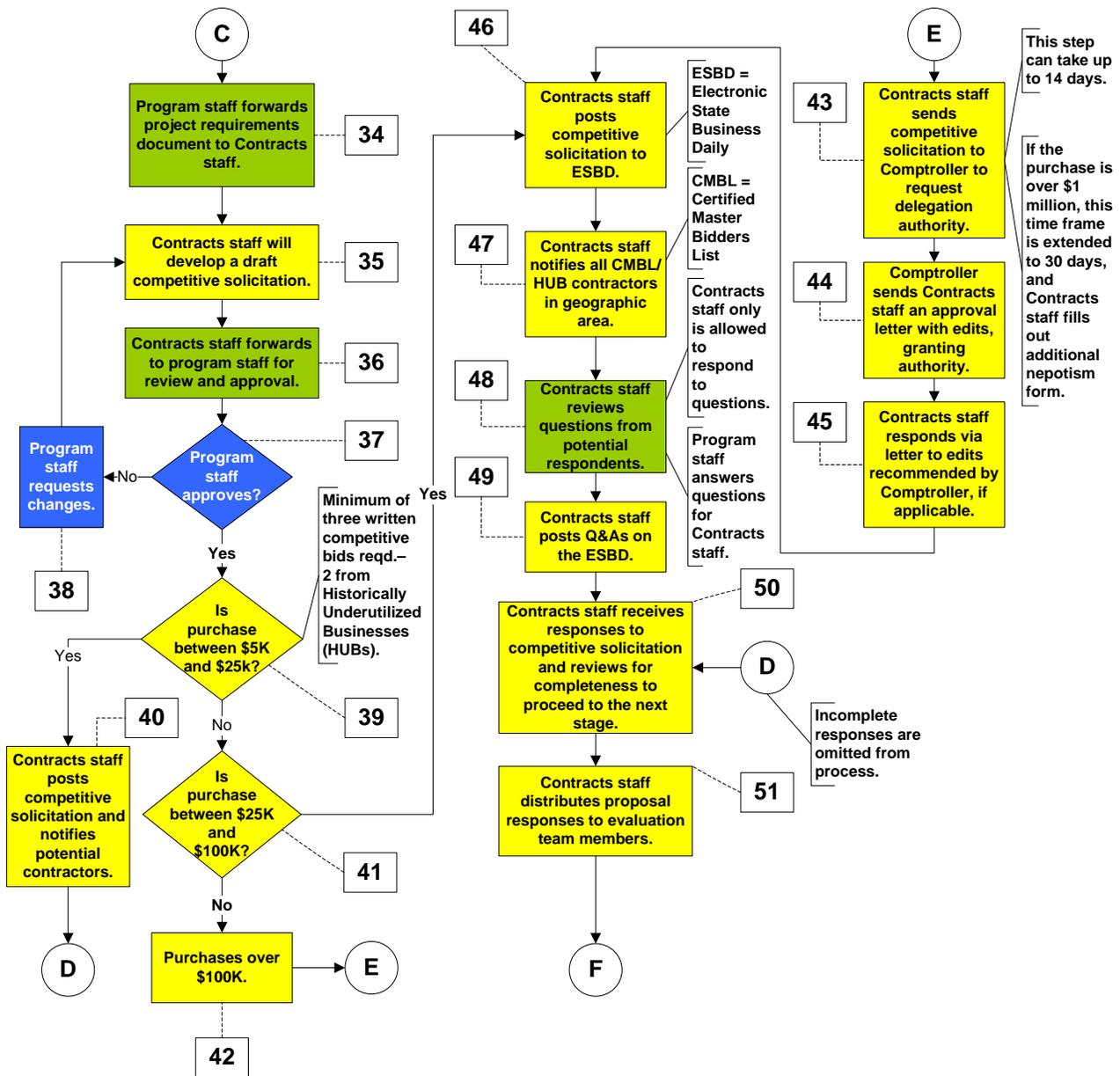
- Program Staff
- Contracts Staff
- Budget Staff
- Grants Staff
- Program Staff and Other
- Contractor

*Note that the capital letter shown in each connector does *not* correspond to the lettering of the chunked steps in the chunked process map. It references the page and position of the next step within this process map.

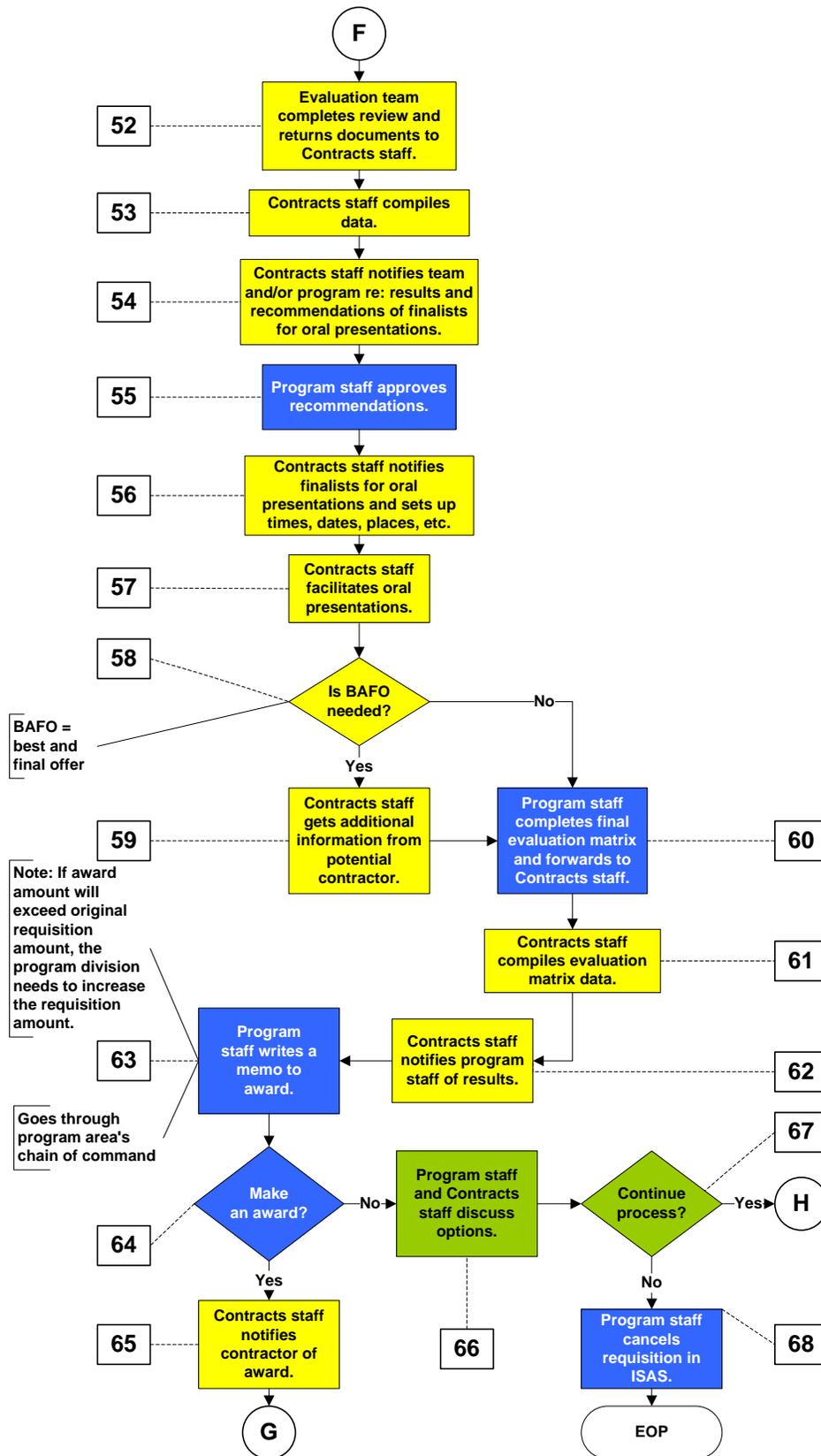
Contract Process Map Diagram 2



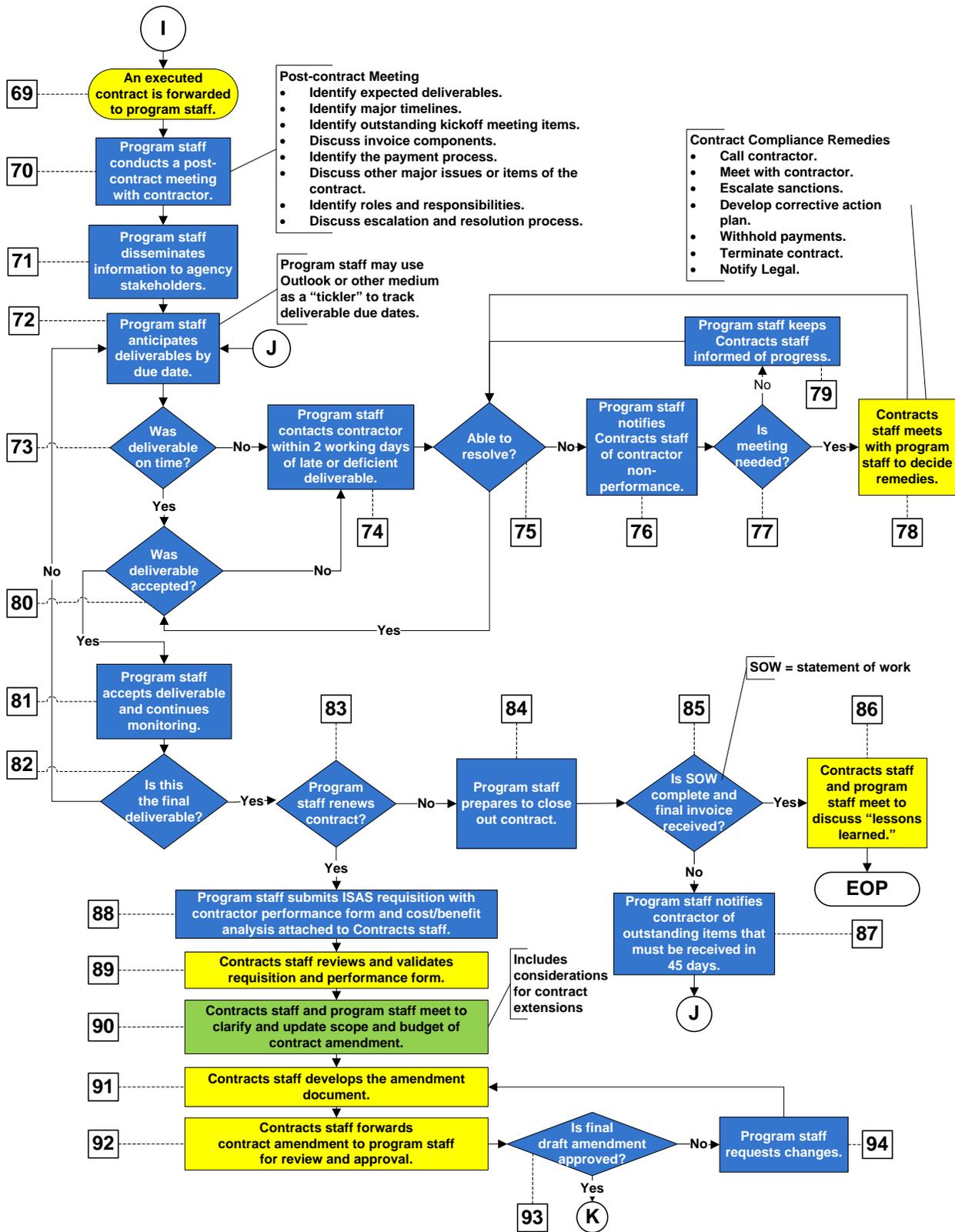
Contract Process Map Diagram 3



Contract Process Map Diagram 4



Contract Process Map Diagram 5



Forms

Planning

Risk Assessment
Request to Requisition
Policy Memo
Kick off Meeting Agenda
Non-Disclosure
Project Requirements
Developing the Solicitation Checklist or
Developing the Contract Checklist (non-competitive)
Cost/Price Worksheet if using federal funds over \$150,000

Solicitation

Project Requirements
Form 1295
HSP Review for Probability of Subcontracting
DIR SOW Forms
Proposal Conference Agenda
Addendums Issued
Proposal Checklist
HSP Review
Non-Disclosure/Conflict of Interest
Score Matrix
Award Memo
Disclosure Statement over \$1M Form 1295

Contract Development

Contract Monitoring Plan if over \$1M
Requisition
SAM Hardcopy
Attestation Letter if over \$10M or \$1M Non-competitive
Certification Form
Post-Award Contract Checklist and Agenda
Purchase Order

Contract Monitoring

Contract Monitoring Plan if over \$1M
Contract Monitoring Checklist if over \$100,000
Contractor Performance

Contract Amendments & Renewals

Contract Renewal form
Cost Price Analysis if over \$150,000 & using federal funds
Request to Requisition

Contract Close-Out

Contract Close-Out Checklist
Lesson Learned Form
Contractor Performance Form
Contract Monitoring Plan / Monthly Checklist

Notes