

◆ P2P Newsletter ◆

Public to Private

Information for the Purchasing Professional and Our Business Clients

Volume 12

<http://www.donwoods.com>

November 1998

Inside

P2P Goes Electronic
There are now 3 ways to obtain the quarterly Newsletter. Use page 8 to change.

P2P is a publication of the certified woman-owned Nevada corporation of International Consulting & Contracting (ICC) headquartered in Las Vegas, Nevada. P2P is provided to all clients and subscribers on a quarterly basis with a goal to provide information and ideas to professionals and businesses in the public and private sectors. Annual subscription is \$10.00. Seminar participants may receive a free issue. Clients and seminar coordinators receive a complimentary annual subscription. For more information please contact Donald L. Woods, CEO, 1501 Frandosa Lane, Las Vegas, NV, USA 89117; (702) 254-6606; Fax (702) 254-7067; E-mail dlw@anv.net; Web <http://www.donwoods.com> © November 1998. All Rights Reserved. Subscribers list is not marketed, sold or distributed to other businesses.

Slow Pay

Firms and entities that do not pay their invoices timely have a dramatic effect on the prices they pay for goods and services. And no amount of interest savings reported by the Finance Department will overcome the cost, bad reputation and ill will caused by an internal policy or understaffed Accounts Payable Department.

I have personally been involved with construction bids that came in at twice the estimated costs and supply contracts that had a 40% surcharge. In both cases the successful bidders told me they had to cover the cost of carrying and collecting their money.

Many times the Purchasing Department does not want to address the issue with Accounts Payable or try to treat this issue as "not my responsibility." However, Purchasing is charged with obtaining quality goods and services at the lowest or best prices. And how long will your buyer be able to find a low bidder that does not know of the slow pay reputation?

To eradicate the slow pay policies and reputations, Purchasing should contact the chief of Accounts Payable and enter into an

agreement to pay timely in the next significant contract. This prompt payment information could be inserted into the contract specifications and discussed at the pre-bid meeting or negotiation sessions.

For those entities and businesses that are not going to address the slow pay issue, there are at least two movements that you should be aware of:

1. Construction contractors and commodity suppliers are teaming up around the country to pass prompt payment legislation that includes heavy penalties for not paying within ten days.

2. Suppliers are bidding higher prices, and when awarded the contract immediately sell the "paper" by executing assignments or novation documents to finance institutions. These documents can restrict the buyer's ability to suspend payments in order to enforce supplier performance.

Just for the record, you should know that International Consulting & Contracting is guaranteeing their qualified clients that they can receive payments within three working days from date of invoice on any contract we assist in obtaining from governments or private sector firms.

Happy Holidays From Layna, Debbie & Don

PRESIDENT'S YEAR END REPORT

Here it is again. The end of another year and our company continues to thrive. We have traveled from the Pacific Ocean to the Atlantic as well as from Texas to Alaska. Sorry no time for a trip to Europe but maybe next year.

While seminars and workshops tend to provide the most enjoyment, we have seen a drastic increase in our in-house consulting services which included writing bids and contracts for public entities, contract administration contracts, auditing in-house and outsourced functions, helping small and disadvantaged businesses become successful, and we formed the ICC Strategic Alliances to allow several small firms to team up to compete for large contracts. And let's not forget that this newsletter is now electronically distributed over the Internet to readers that have e-mail.

Don continues to write articles for the NPI "Public Purchasing Review" and had another article published in the NAPM October 1998 "Purchasing Today." He has also authored the revision of Chapter 27 "Public/Not-For-Profit Purchasing" in the infamous publication "The Purchasing Handbook" Fifth Edition which was originally edited in

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Understanding Bonds

Editor's Note: This article was originally published several years ago and has been recently updated.

Introduction

Making sure that a bidder or contractor will perform is a major concern with government entities, while making sure they are paid is a major issue with subcontractors, suppliers, and laborers. In the private sector these latter parties rely on the mechanics lien laws. When they are not paid, they foreclose and the courts can force the sale of the improvement to pay off the debts owed to the lien holder. However, lien laws are not effective against governments because public assets cannot be sold to satisfy a debt. Therefore, all of the parties rely on the following bonds:

Types of Bonds

A. BID BONDS: A surety bond that is presented by the bidder at the time an offer is presented which guarantees that the bidder will diligently enter into the contract if the offer is accepted. The face value of the bond is normally for a very small percentage of the total contract price (most often 5%). Not very many bid bonds ever have to be paid by the surety issuing the bond and therefore bidders pay little or nothing for this bond if they get their performance bond from the same surety. Most governments will accept cash, certified checks, money orders, or other approved bid bond substitutes.

B. PERFORMANCE BONDS: These bonds guarantee that the bidder/contractor will perform the contract. The bonds are normally in an amount equal to 100% of the contract price, and the cost of the bonds (normally 4% to 7%) will be passed along to the awarding body in the bid or contract price. During a contract breach or bankruptcy, the holder of the bond can execute against the bond and the issuing surety will intermedicate and provide the money or another contractor to finish the project. The most common error by the holder is not putting the contractor and bonding company on notice in a timely manner. Buyers should copy the surety whenever asking for assurances from the con-

tractor.

C. LABOR AND MATERIAL BONDS: These bonds are similar and are sometimes combined into one bond. The costs for these bonds are often included in the above costs for the performance bond. The labor bond guarantees that the laborers and the subcontractors are paid; while the material or supplier bond guarantees that the firms supplying items to the contractor will be paid by the contractor.

The awarding entity only holds these bonds, while the subcontractors, laborers and suppliers are responsible for collecting against the bonds when the contractor defaults in payments. A governmental entity has a duty to provide a copy of the bond, normally certified, when one of the injured parties makes a request.

D. GUARANTY OR WARRANTY BONDS: This bond provides assurances that the contracted work will comply with the specifications throughout the specified period. The cost for this bond is also included in the performance bond costs. Some entities combine the performance and warranty bonds into a single bond so that the bond is only issued once at the beginning of the project. Some sureties will not issue the warranty bond until the date the warranty commences because it is only issued one year at a time. This means the awarding body must track the expiration and commencement dates to keep the bond in effect throughout the project and warranty periods.

Obtaining Bonds

Bonds used in purchasing or contracting are usually written by an insurance company; but these bonds are not the same as insurance. Insurance policies are written knowing that eventually a claim will be made against the policy; but surety bonds, such as bid, performance, labor, material and guaranty bonds, are written with the hope that no claim will be filed. Surety bonds are third party guarantees of performance, integrity, honesty, etc., of the company or person bonded. Bonds involve three parties: The principal or person who is taking out the bond, the surety company, and the obligee or holder of the bond (owner of project or contract). In order to take as much risk out of the bond underwriting, the surety company will carefully scrutinize or investigate the principal.

A. Some of the information required of the bidder or contractor by the surety company is:

1. Description of the management and organization of the company.
2. The background of owners of the company and its key employees.
3. Financial information - business and personal, with CPA statements required.
4. Referrals.
5. List of subcontractors and suppliers to be used, and the subcontractors and suppliers used previously.
6. Banking information.
7. A list of the equipment required for the contract.
8. A detailed list of work

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Understanding Bonds (cont. from page 2)

currently in progress.

B. Some reasons that a surety may **not** write a bond for a particular contract are:

1. When liquidated damages are more than \$1,000 per day. (Sureties are leery of more than \$500 per day.)
 2. When the term of the contract is more than 12 months.
 3. When the length of the warranty is more than 12 months. (If there is an extended warranty, the surety may request that a "statement exempting the extended warranty from bonding" be included in the contract.)
 4. When a contract allows for extension with the consent of both parties and does not also require the consent of the surety.
 5. When there is a sole source or an exclusive copyright. (Could create a situation where the surety cannot find anyone else to perform the contract or supply the product when the principal defaults.)
 6. When the job is more than 150% larger than any job the principal has ever done in the past.
 7. When work on hand is too great for the principal at the time of the contract.
 8. When the bid spread is too wide. (The surety may forfeit the Bid Bond, rather than bond a job if the surety believes the bid is too low or the bid spread is too wide.)
- C. When the buyer is having a problem with the contractor on a bonded job the buyer should:
1. Keep the surety informed when the problem first appears.
 2. Remember to contact the surety because the surety has leverage on the principal, either through collateral or refusal to issue future bonds and therefore can force compliance.
 3. If a default occurs, write or copy the surety. Acknowledgment from the surety will normally occur within two weeks. If not, follow up.
- D. Determining if the surety is reputable:
1. The firm issuing the bonds should be listed in the U. S. Treasury list known as the T List. The T-List contains information, such as which states the surety is authorized to write bonds in, and the dollar limit.
 2. The surety must have a Certificate of Authority in the state where the project (buyer) is located.
 3. Buyers should request that the surety give their A.M. Best rating. If the rating is below a

"B", be concerned about the company.

Bond Reporting

Many times status reports may be mailed to the bond holder by bonding companies. These reports are important to the surety because they keep the surety informed as to the status of the job, how the principal is doing, what change orders have been made to the contract amount, etc. Surety companies also send status report requests 50 days after the job has been completed which give the bond holder the opportunity to report any problems encountered with the contract.

Summary

The utilization of bonds has been expanded lately to include service contracts, furnish and install commodity contracts, and maintenance contracts. These bonds add to the cost of the contract, but the added security that the contractor will perform normally offsets any costs or other disadvantages. Buyers and contract administrators must keep in mind that minorities and new businesses sometimes have to pay a higher fee than the established contractors. These firms should be counseled that bonds are necessary if they want to do business with your firm or entity. Also, remember, that buyers may not want a 100% performance bond for multiple year contracts, or for contracts that have high initialization costs. Break the performance bond

into periods, such as yearly, or into multiple bonds, such as one for the initial delivery, then one for the subsequent service or maintenance.

If the buyer does not adequately explain the purpose or scope of the bonds, the surety that writes the bond may charge the bidder too much and thereby increase the costs of the contract. Buyers should analyze the contract requirements to see if they even need a bond. A balance must be reached between the cost to the buyer and the security received by having bonds.

**Happy Holidays From
Layna, Debbie & Don
(Cont. from pg. 1)**

1993 by Fearron, Dobler and Killen, and published by McGraw Hill.

At their National Conference in Colorado Springs, the National Purchasing Institute surprised Don Woods with the coveted "Special Award For Outstanding Services for his outstanding contribution to the development and progress of NPI and the public purchasing profession."

ICC owes much of our success to you readers, our peers and those who had the confidence to use our services. Even more exciting opportunities will be introduced in 1999.

In the meantime, we want to wish all of you a Happy Thanksgiving, a Merry Christmas, a very happy holiday season, and a great new year.

Layna Woods,
President

Description of Some Seminar Topics (updated 12-15-97)

Don Woods' Seminars provides all of the topics in the accompanying list (see page 5) for the entry level buyer (basic), but most of the topics are also designed for the intermediate to advanced buyer (professional). Many of the topics are also presented in a highly technical, theory orientated format for the very experienced buyer or purchasing executive (expert). Many entities currently use our training manual or presentations to train their staffs. Here are some descriptions of a few of our presentations.

4-Hour Presentation on Construction Bids

This fast-paced basic course introduces attendees to standard bid document organization, procedures for conducting a bid, problems to look for, and how to make sure the project does not embarrass them later. We recommend the 8 and 16 hour seminars to obtain detailed discussions and the "how to" procedures and forms.

8-Hour Presentation on Acquiring Professional Services

During this introductory course the experienced attendees will be introduced to the best documents utilized today to acquire professional services, such as architects, consultants, doctors, and auditors. We will also explore the methods to use to write a great SOW (Statement of Work), understand and incorporate binding contract language, and the monitoring of the contract for project success. When combined with the negotiations seminar, it makes a great two-day seminar.

8-Hour Negotiations Seminar

The course covers the theories of negotiations, the practical methods to utilize, and how to prepare for and satisfactorily conclude formal negotiation sessions. During the day, there will be class participation exercises to emphasize techniques and methods. Attendees who complete the class will have a better understanding of how to deal successfully with other people, be great negotiators, strengthen their ability to accomplish the goals of their employer and themselves. The ideas presented are designed for owners, department heads and project managers, while a 16-hour seminar is available for the experienced purchasing professional.

Customer Service in Local Government

This 4 to 8 hour presentation provides a

method of eliminating customer complaints while increasing efficiency and employee morale. Attendees will receive step-by-step ideas to implement an in-house program. It is designed for every level of leader, but also educates the staff member on how to achieve customer service excellence.

1. Improve your management techniques.
2. Know the real problems.
3. Team building and participation.
4. Responsive results.

Great Specifications

This 8-hour presentation will focus on technical and performance specification development for commodities and service or maintenance type bids and contracts. Each attendee will be exposed to the latest successful procedures, check-lists, specification sources, and methods of involving the users and suppliers to achieve great documents. The course is specifically designed to include the new and experienced buyer, as well as the buying team leader or supervisor. All information presented can be used on the job the next working day.

Uniform Commercial Code

This 2 to 8 hour presentation compares the UCC to contract law and explains why the code is applicable and important in any buyer's business day. Attendees will gain the knowledge to immediately utilize the information and will have a checklist for quick referencing. This basic course provides both the entry level buyer and the advanced purchasing agent a comprehensive understanding of how

to take advantage of the laws developed especially for the buyers and sellers of goods or commodities.

Surety Bonds

This 4-hour seminar is one of the most comprehensive presentations about contractor bonding ever presented in your area. You will have the opportunity to review standard bid and contract language as well as several bond forms. The presentation will culminate with presentations by the local bonding companies. It will also allow the attendees to compare, shop and sign up for a bonding portfolio.

Best of Best - 1 day

"Best of the Best" is only offered to leaders in the purchasing function. Each session will have a limited number of attendees who have been screened and pre-prepared for the meeting. This round-table, symposium, brainstorming format is designed for the particular region with an emphasis on current trend concept implementation, managing more efficiently and the exchanging of ideas that are being implemented by innovative practitioners around the country. Attendees will be provided the tools necessary to adopt the new ideas.

Purchasing's Future

This advanced presentation explores the concepts associated with the purchasing profession now and in the near future. You will examine teamwork, TQM, management theories, as well as the skills that will be mandated in just a few short years. All public and private purchasing professionals planning for a successful career will garner many useful

(Continued on page 5)

ideas and tools to start using immediately.

Advanced Specification Writing

Beyond basic bid documents there is an exciting field for the expert purchaser who wants to efficiently and effectively buy sophisticated items and services utilizing concepts that are leading edge today. This seminar concentrates on the techniques, and specification terminology for complex purchases and contracts that will take the attendee into the strategic level of purchasing. The contents are designed for the experienced purchaser, the buying team leader and the manager who ultimately supervises the Purchasing Department or function.

Buyer Training

Don Woods has been providing in-house training to new buyers and employees for more than 14 years. These programs are specifically tailored to each business or public entity and include all of the techniques absolutely necessary for successful purchasing professionals and their internal customers. Our customization includes your policies and procedures as well as the basic purchasing concepts and techniques so vital to a successful operation. Many of the basic courses listed in Presentation Topics are addressed in the classes. If you would like to have a leading edge purchasing staff, call today for a free consultation.

Those wanting a more advanced program for existing staff should contact us immediately to reserve a date on the 1998/1999 agenda.

Public Purchasing Leaders

What does it take to become a successful manager/leader of a governmental purchasing operation? In this seminar we cover background, training, education, philosophies, procedures, techniques, networking, brainstorming, follow up, empowerment, responsibility, trust and communication skills needed to make you one of the most effective supervisors in the United States.

Advanced Purchasing Best Practices

This is an in depth education presentation for the EXPERIENCED buyer, and will address current issues now confronting the purchasing profession. While this is primarily a lecture course, all attendees will be asked to participate in discussions about current best practices. As always, there will be checklists, sample forms, generic procedures and other information that can be utilized on the job the

next day. This seminar will also be of interest to innovative leaders, purchasing supervisors and their managers, elected officials and CEOs, cross-functional teams, and in-house customers of the purchasing department. Areas include: cross functional contract management, solving supplier problems, insurance & bond monitoring, professional service administration, and construction project coordination. (Note, this course can be customized to emphasize additional topics)

Presentation Topics

(basic to advanced)

- ◆ Best Practices
- ◆ Bid Boiler Plates
- ◆ Bids (RFB & IFB): Commodities, Construction, Hardware, Health, Insurance, Maintenance, MRO, Professionals, Services, Surplus Disposal
- ◆ Bond Monitoring
- ◆ Buyer Training
- ◆ Construction Project Management: For the Contractor, Buyer and Owner
- ◆ Contract Administration
- ◆ Contracting Maintenance
- ◆ Creative Brainstorming
- ◆ Cross Functional Teams
- ◆ Customer Service
- ◆ Escalation Clauses
- ◆ Evaluating your Customer Services
- ◆ Excellent Business Practices
- ◆ Fax, Legal Aspects
- ◆ FOB (Transportation)
- ◆ Future of Purchasing
- ◆ Health Providers

- ◆ Insurance Monitoring
- ◆ Insurance Solicitations
- ◆ Leadership Techniques
- ◆ Liquidated Damages
- ◆ Managing a Purchasing Department
- ◆ Negotiations
- ◆ New Buyer Training
- ◆ Obtaining Local Government Contracts
- ◆ Organizing your work for efficiency
- ◆ Philosophies for the Future
- ◆ Policy Manuals
- ◆ Procedure Manuals
- ◆ Professional Services, RFQs, RFPs
- ◆ Prompt Payment for Suppliers
- ◆ Purchasing Techniques
- ◆ Reengineering Purchasing Solicitations (RFP & RFQ): Consultants, Auditor/Accountants, Computer Integrators, Insurance, Health Providers, Bond Sales, Professionals, Software, Instructors
- ◆ Slow Pay Solutions
- ◆ Solving Purchasing Problems
- ◆ Specification Writing
- ◆ Std. Contract Language
- ◆ Std. P.O. & Bid Clauses
- ◆ Starting Into Business
- ◆ Strategic Planning
- ◆ Support Staff Fundamentals
- ◆ Support Staff Training
- ◆ Surety Bonds
- ◆ Training New Buyers
- ◆ Training Users to Prepare Specifications
- ◆ Uniform Commercial Code
- ◆ Utilizing TQM Concepts
- ◆ Vendor Control
- ◆ Warranties

Free Seminar by coordinating a presentation in your area on a topic of your choice. Contact Don at (702) 254-6606

International Consulting & Contracting

Incorporated in the spring of 1996. International Consulting & Contracting (ICC) combines the experiences of entrepreneur Don Woods, the management services of Layna Woods, and the computer/graphic skills of Debra Tyson. This Nevada corporation is licensed under the auspices of the City of Las Vegas and the County of Clark, Nevada. ICC carries more than one million dollars of Public Damage and Liability insurance in order to offer its services to any client in the public and private sector.

ICC is dedicated to the proposition of professionalism in all aspects of the business world, with a heavy emphasis on customer service, developing staff efficiency, and the opportunity for clients to obtain contracts with the public and private sectors.

ICC offers public entities and business owners the following: consulting services for those hard to solve purchasing/procurement problems; review and evaluation of current processes; development of purchasing procedures, manuals, policies, specifications and statements of work (SOW); construction and project administration; excellent negotiating skills; expert witness services in procurement related matters; innovative skills on how to manage a purchasing department; and in-house consulting and training for all types of purchasing functions.

Don Woods' Seminars cover a wide range of topics such as those listed in Presentation Topic List and are designed to inform and inspire participants in today's world and those wanting innovative futuristic ideas. And we still cover the nuts and bolts skills necessary for becoming an extremely competent purchasing professional.

Don Woods, through ICC, also provides his expertise to firms who want to do business with a local government or a corporation; personally guides suppliers through the bidding or contracting process; prepares or reviews award protests and protest responses; qualifies as an expert witness for litigation evolved from purchasing/procurement disputes.

Clients utilizing the services of ICC increase their opportunities for becoming successful. ICC services include: creative management expertise, brainstorming away problems, mentoring, assistance in locating opportunities, and motivating your staff. Our CEO is available to assist in the management of firms for absentee owners, or for owners who prefer to concentrate

on their product or service. References available upon request.



About Don

Donald L. Woods, J.D., C.P.M., parlayed his law degree into a very successful 20-year career in management purchasing and contract administration. He is currently the CEO of International Consulting & Contracting, which specializes in creative entrepreneurship, seminars, and the P2P Newsletter. Prior to his current position, he was the Purchasing and Contracts Manager for Clark County, Nevada, for 15 years where he supervised a staff of 26, and was the chief negotiator for the County. In the past, he also managed law offices and held a management position in the Fresno County District Attorney's Office.

Don is a frequent instructor at the University of Nevada in Negotiations and Contract Administration classes, and is the author of many articles in national publications for private and public purchasing. He is a noted national speaker and presents continuing education seminars on a variety of purchasing subjects such as basic and advanced courses in total quality man-

agement techniques, purchasing skills and concepts, winning at negotiation, how to write agreements, and how to be successful at selling services and goods to others. He has received numerous awards of recognition for his contributions to his professions and for his training programs. He was the 1998 recipient of the National Purchasing Institute's prestigious "SAFOS" award for outstanding contribution to the development and progress of NPI and the purchasing profession.

As a consultant, Don provides audits or reviews of existing business and purchasing practices, facilitates brainstorming and visionary ideas, creates leading edge management philosophies and conducts in-house education for small firms, large corporations and local governments. He offers a business management service, but also makes his expertise available to new and small businesses.

Don is an active member of NAPM (past District XII Director), NPI (past Director), NCMA (past President), the Las Vegas Chamber of Commerce, and is a current Director of the San Joaquin Valley Foundation Inc. He majored in Business Management in college and has a Juris Doctorate degree.

INFORMATIVE WEB SITES

Y2K, see < <http://www.sba.gov/y2k> >
Unsolicited E-mail, see < <http://www.ftc.gov> >

If you have visited a site that contains good information for your peers, let us know so we can include it in the next publication.

UCC-DAMAGED GOODS

At this year's NPI Conference in Colorado Springs, the Supply Case Study session raised an issue of, "Does title to the goods transfer to the buyer if the shipper is allowed to unload defective goods."

The answer is "No". If the buyer both rejects the goods and notifies the seller in a reasonable amount of time, it is a "rightful rejection", pursuant to UCC 2-601 and 2-602. Please note: There are some primary buyer duties, especially storage and disposal of goods covered by 2-602(2)(b); "Taking Physical Custody", in UCC 2-603 and UCC 2-604. Note that "acceptance" of goods is very specific in UCC 2-606; and that "revocation of acceptance" is covered by UCC 2-608.

And finally, note that UCC 2-401(4), states: "(4) A rejection or other refusal by the buyer to receive or retain the goods, whether or not justified, or a justified revocation of acceptance, reverts title to the goods in the seller. Such reversion occurs by operation of law and is not a 'sale'."

Since each state can adopt the Uniform Commercial Code (UCC) with slight terminology variances (especially "must", "shall", "may"), you may want to look up the UCC in your state statutes through its index. And remember that each state normally adds a chapter code to the UCC section. (Nevada has NRS 104-2601 which is the equivalent to UCC 2-601.)

While 90% of the class wrongfully answered the problem, everyone now should be keenly aware that you NEVER tell the trucker to take the damaged goods back (you refuse to let it be off loaded), especially when the seller has no local presence or business located in your local area.

MUST READS

The October 1998 issue of NAPM INFOEDGE" is dedicated to "Project Management", which includes discussions of the basics, leader skills and planning. For more information, see <<http://www.napm.org>>, or (800) 888-6276.

The November issue of NCMA's magazine, "Contract Management", pages 5 to 7, has an excellent summary of the UCC while discussing its applicability to Federal Government contracts. For more information <<http://www.ncmahg.org>>, or (800) 344-8096.

Y2K INSURANCE

If you are depending upon existing standard general liability and property coverage policies to help you if there is a Y2K failure, you may want to examine your policy!

Most of the current policies were designed, underwritten and priced without knowledge or contemplation of the year 2000 issues and/or its insurance implications. These policies normally require "direct physical damage" or cover "legal liability arising from accidents". And to be on the safe side, insurance firms are filing exclusions for date-related computer failures with departments of insurance throughout the United States. When approved, the exclusion will be attached to the existing policies.

If you need or want, Y2K insurance coverage contact your insurance carrier.

An even bigger issue is whether the consultants and computer experts you hire have insurance that will cover you or your entity in case of a failure! Without specific insurance or performance bonds, there may not be a ready remedy for defective or inadequate Y2K consultant advice.

Are you looking for a reasonably priced gift for your staff, superiors or an outstanding purchasing professional? At \$10.00 per year the P2P is a great token of your appreciation! Four times per year the recipient will be exposed to leading edge topics and every day solutions. Utilize a photocopy of page 8 to place your order.

Retaining ICC/Don

Amost every agreement we enter into is unique but may be categorized as follows.

Seminars & Training. Per day plus expenses. Sometimes a percentage of the registration.

Management & Creativity. Percentage of gross income, flat fee based upon requirements.

Particular Project. Flat fee which includes all expenses.

Expert Witness/Consultant. Hourly or daily rates plus expenses.

Desktop Education Over the Internet - Topic or course fee.

Submission of Proposal or Protest Assistance. Percentage or flat fee.

Don s Schedule

Nov. 12 & 13, 1998, Reno, NV, NAEB Regional Conference, 1.5 hour workshop, "Contract Incentives"

Jan. 21, 1999, Sacramento, CA, CAPPO Conference, 2 workshops

May 20, 1999, NAPM, Denver, CO, dinner speech

May 21, 1999, Denver, CO, 1 day seminar.

May 24 & 25, 1999, San Diego, CA, NAPM International Conference, 2 workshops.

Don just completed re-writing chapter 27 "Public/Not-For-Profit Purchasing" in "The Purchasing Handbook" Fifth Edition.

