

**Crosswalk Between NASPO State & Local Government Procurement: A Practice Guide (2015),
Richard Pennington, *Seeing Excellence: Learning from Great Procurement Teams* (2013)
and Other Suggested Resources**

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Seeing Excellence: Learning from Great Procurement Teams, was organized around team disciplines, the life cycle of teams, and the evolution of their ideas and action. Expand the team’s thinking. Focus the team’s attention. Sustain the team’s efforts. The heart of the book is the procurement stories and what can be learned from them. This crosswalk connects the *Guide’s* organization to the stories (or in some case callouts) in *Seeing Excellence*. The “Supplemental Objectives” can be used to build on other objectives developed by the instructor from the *Guide*. Other public resources that supplement the topics are included. The “Possible Questions/Activity” are the author’s thoughts about how students can engage the extra content. Some suggestions are styled as team exercises, but consider using team exercises throughout for discussions and activities.

<i>Guide</i>	<i>Seeing Excellence</i>	Supplemental Objectives	Possible Questions/Activity	Additional Resources
Chapter 1: Introduction	Read Introduction Ohio’s Multifunction Copier Project (pp. 13-14) (NASPO Cronin Award winner about how one person made a difference and saved money) Oregon Fleet Price Agreements (p. xxi) (shows typical complexity in a state procurement)	1. Describe the range of activities that procurement professionals are engaged in. 2. Introduce NASPO and the objective of saving money and improving efficiencies.	What are the efficiencies associated with Ohio’s multifunction copier project? What was innovative about the Oregon “direct dealership” price agreement? What was the resistance they encountered?	R. Pennington, Seeing Excellence: Learning from Great Procurement Teams , <i>Contract Management</i> (NCMA 2013) (article the previewed the book, has stories, and serves as a good overview of the book) Pennington, 25 Years . . . a Mild Skirmish with Quality Management (2017) (more fully describes the SCOPE continuous improvement program described in the introduction to <i>Seeing Excellence</i>).
Chapter 2: Procurement Leadership, Organization and Value; Statutes, Rules and Regulations (pp. 15-19)	Appreciative Inquiry in the City of Longmont (pp. 16-18)	While <i>Seeing Excellence</i> did not tackle promulgation of statutes and rules, this story shows how cities deal with these issues in a continuous improvement setting. Longmont’s new procurement code was patterned after the ABA Model Procurement Code.	Look up online the City of Longmont’s Code and the Arizona procurement code. What similarities do you see? Find another city, county, school district, or higher education institution procurement code, regulation, or policy. Find one material difference from Arizona’s procurement code.	J. Soza, Embrace the “Why?” (2016) (Alaska CPO succinctly covers reasons for laws and regs and challenges professionals to improve) J. Soza, Of Procurement Officers and Goaltenders (2015)

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Chapter 2: Procurement Leadership, Organization, and Value; Operations and Procedures Manuals (pp. 17-18)	SoundTransit online Procurement Activity List, pp. 169-171	Understand that Manuals are guidance a level below laws and regulations. (This SoundTransit resource is excellent because it is online and easily accessible.)	Find a manual at the Arizona state procurement website or a city of the student's choice. Find a topic that is in one and not the other. Explain why you think they differ?	
Chapter 2: Procurement Leadership, Organization, and Value; Vendor Manuals (pp. 18-19)	Learning from Lawyers! (pp. 64-66, pp. 124-125) (describes a vendor training event)	As the <i>Guide</i> says, vendor education is important. This story is an example of a common practice in law firms and even state procurement offices: vendor outreach events. This story also introduces project and risk management in the planning of these events.	Why does the state or local government care about educating vendors? Find another example online of vendor training in public procurement. Develop as a team a one-page agenda for a vendor training day.	
Chapter 2: Procurement Leadership, Organization, and Value; Leadership	NASPO "Removing Procurement Barriers" Opportunity Summary (pp. 20-21) Chapter 10, Lead Laterally: Choose to Help	1. Understand the dimensions of leadership: all the way from a team to chief procurement official. 2. Be introduced to NASPO's role in procurement leadership.	What role is NASPO taking in public procurement? What is the difference in dimension between public procurement leadership in <i>Seeing Excellence</i> and leadership at the chief procurement official level?	
Chapter 2: Procurement Leadership, Organization, and Value; Performance Metrics and Value, pp. 24-26	Dallas Area Rapid Transit's Dashboard, pp. 80-82 Colorado Contracting Reengineering (pp. 77-79) A Note About Surveys (Colorado's survey), pp. 82-86 Measuring Costs Savings in Miami-Dade and Rockland County, NY (pp. 90-92)	Exposure to a variety of real-world examples of measures of effectiveness and efficiency.	In the readings, which story is about effectiveness and which is about efficiency? What is a "balanced scorecard," and which story comes closest to being one? Define as a team 5 balanced performance measures and the source of data.	

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Chapter 3: The Importance of Competition, Procurement Case Law (pp. 48-49)		Understand how court opinions are structured. (Court opinions now are widely available online. It's useful have students actually see an opinion the way it is written.)	From the <i>Legally Speaking</i> post, or any other resource you have, search for and read an actual court opinion. Summarize who sued whom, for what, who won, and why.	R. Pennington, Legally Speaking About Law, Learning, and Public Procurement (2016) (case summaries about the sourcing phase of procurement; any case could be adapted to be a case study)
Chapter 4: Strategies and Plans, Contract Types, p. 64	Oregon's WSCA Lodging Services Team: Overcoming Obstacles (pp. 40-41) (example of an indefinite delivery contract) Port St. Lucie's Neighborhood Stabilization Grant Program (pp. 9-11) (indefinite delivery contract in a construction setting)	1. Understand indefinite delivery contracts. 2. Know that requirements contracts and minimum quantity contracts are contract types that create a binding, enforceable contract obligation.	As a team, find an example online of a public solicitation that disclaims any minimum quantity obligation. Improve the clause. What is an advantage of a committed contract, like a requirements contract or minimum quantity contract?	R. Pennington, Requirements contracts: What's your obligation , <i>American City & County</i> (2014)
Chapter 4: Strategies and Plans, The Role of Risk Management, pp. 70-75	Oregon's Disaster Preparedness Workgroup (pp. 5-8) Chapter 5, Procurement Planning Checklists, pp. 61-63. Read Chapter 8, Manage Risk and Change, including North Dakota's Integration of Risk Management and Procurement (p. 134) and The Two Faces of Contract-Review Checklists (p. 146).	1. Know that there two aspects of risk management: operational and procurement/contract risk. 2. Be exposed to commonly used risk management tools. 3. Understand the importance of the use of checklists. 4. Explain why change is covered in the chapter on risk management.	Develop a hypothetical, e.g. Procurement planning for disasters. Have the students team and conduct a pre-mortem (p. 129). Then use the Figure 81- Risk Impact-Likelihood Matrix to set priorities among the risks.	R. Pennington, " Collaborative Risk Management ", in Legally Speaking Too About Contract Administration (2017) (case summaries about the post-award phase of procurement; cases could be good case studies)
Chapter 5: Non-Construction Specifications and Scope of Work		Understand the anti-competitive aspects of restrictive specifications.	How would you describe the test the New York courts use to decide if specifications are unduly restrictive? Apart from the legal risk, what are business reasons for not making specifications too restrictive?	Brega Transport Corp. v. Brennan , 964 N.Y.S.2d 203, 105 A.D.3d 985 (2013) (New York Supreme Court reversed lower court's judgment that county violated procurement law by making specifications on transit procurement too restrictive).

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Chapter 6: Specifications Relating to Environmental Requirements	NIGP, NPI, and NAPO Awards and Accreditation (pp. 28-29) Oregon's WSCA Lodging Services Team: Overcoming Obstacles (pp. 40-41)	See how the associations value sustainable procurement. See an example of how a procurement encourages environmentally sustainable practices.	Research the award and accreditation criteria for NPI and NIGP. Is environmentally sustainable procurement part of the criteria? Look at the NASPO website and see if you can find "green" procurement policies there.	
Chapter 7: Competition: Solicitations and Methods		Understand the difference between contractor responsibility and responsiveness of bids and proposals.	If in a sealed bid the agency asks bidder to submit a financial statement, and the bid does not include it, can the purchasing agent ask that it be sent after bid opening?	R. Pennington, "Contractor Responsibility and Responsiveness" in Legally Speaking About Law, Learning, and Public Procurement (2017), including A legacy evolves: responsibility meets responsiveness (2013) (cases about application of responsibility concept)
Chapter 8: Noncompetitive and Limited Competition Procurements, Authority and Central Oversight, p. 136	Colorado's Delegation Oversight "Peer Reviews" (pp. 175-177)	Illustrate one approach to central office oversight of delegated agencies.	Was Colorado's peer review program an "audit"? How was it different from an audit? How would the student assess the merits of the Colorado approach?	
Chapter 8: Noncompetitive and Limited Competition Procurements, p. 141	Sharpen Your Negotiation Skills for the Team (pp. 189-192 (This is based on the Fisher, Ury, Patton <i>Getting to Yes</i> model)	1. Learn an integrative, negotiation model. 2. If time, apply the model.	Read the negotiation piece in <i>Seeing Excellence</i> . Why is this story in the lateral leadership chapter? Use a case study on negotiation, perhaps introduced in the first class and incrementally developed throughout. Especially for lengthy evening classes, this can be a way to keep students engaged. Use the negotiation planning sheet for any case discussed in the course.	Negotiating in a Sarbanes-Oxley World was a 2006 paper for ISM organized around the negotiation model I teach. A one-page negotiating planning sheet is aligned with the <i>Seeing Excellence</i> negotiation model.

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Chapter 9: Bid and Proposal Evaluation and Award	Idaho Tackles Its Request for Proposal Process (pp. 24-25); Idaho's Performance and Risk-Based Evaluation System (pp. 111-113) Evaluation and Measuring Preferences (pp. 90-94)	Incorporation of risk as an evaluation criteria is a recent development. Understand how vendors may be best able to identify and treat risk in a procurement.	Research the PIPS procurement approach online. [ASU developed it.] What are the potential advantages and disadvantages of the use of PIPS? Write criteria and 5-point evaluation criteria for past performance and risk.	See generally R. Pennington, "From Proposal to Award" in Legally Speaking About Law, Learning, and Public Procurement (2016) (case summaries and suggestions about the sourcing phase of procurement; any case could be adapted to be a case study). Emphasize the article, R. Pennington, Responsive or Not? , <i>American City & County</i> (2011).
Chapter 10: Contracting for Services, Alternative Delivery of Governmental Services		Introduce unintended consequences from outsourcing, in this case open records/transparency issues.	The <i>Woodland Park</i> case involved application of open records statutes when outsourcing. What other possible issues could arise from outsourcing? Compare and contrast the Florida case in <i>Memorial Hospital to Woodland Park</i> . How was the result and reasoning different? How can this kind of dispute be avoided?	Woodland Park Zoo v. Fortang , 192 Wash. App. 418, 425-432 (2016) (nonprofit operating city zoo was sued under open records act, but court held the nonprofit was not a public entity under open records act) Mem'l Hosp-W Volusia, Inc. v. News-Journal Corp. , 927 So. 2d 961, 966 (Fla. Dist. Ct. App. 2006).
Chapter 10: Contracting for Services, Nonprofit Community, pp. 170	Leading Across Boundaries: The Colorado PTAC (pp. 185-186)	1. Understand that nonprofit receipt of grant funds can require compliance with procurement standards. 2. Be familiar with national Procurement Technical Assistance Program and the reasons for the program 3. Be exposed to the federal government acquisition system.	How does receipt of federal grant funds by a nonprofit require compliance with certain procurement standards? Procurement Technical Assistance Centers may be nonprofits. They train companies how to navigate the federal procurement environment. What resources can you find to help small businesses understand how the federal government purchases?	Association of Procurement Technical Centers, http://www.aptac-us.org/ Defense Logistics Agency website for Procurement Technical Assistance Program with requirements for nonprofit and other grantees, http://www.dla.mil/HQ/SmallBusiness/PTAP.aspx SBA online Learning Center, Government Contracting 101 Part 2 offers an overview of the federal acquisition center.

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Chapter 11: Procurement of Construction and Related Services, project delivery p. 175	Port St. Lucie's Neighborhood Stabilization Grant Program (pp. 9-11) What Port St. Lucie Learned (pp. 150-151)	<ol style="list-style-type: none"> 1. Appreciate the special considerations in construction procurement. 2. Understand the difference between design-bid-build and design-build. 3. Be able to find a court opinion online. 	<p>Read the Pabor and Pennington article. Research online to explain the <i>Spearin</i> doctrine and why it is relevant to the differences between construction delivery methods.</p> <p>Explain why there may be a legal issue in the <i>Materials Corp.</i> case with use of a cooperative contract to procure roof repairs. What are the business reasons for job order contracting?</p>	<p>E. Pabor and R. Pennington, The growth (and growing pains) of design build construction, <i>Government Procurement</i> (April 1, 2012)</p> <p>Materials Corp. of America v. Bd. Of Educ. of Baltimore Co., 53 A.3d 347 (Md. 2012) (analyzing state public works statutes and concluding that orders placed under a cooperative contract for roof repair were not public works requiring public bidding).</p>
Chapter 12: Cooperative Purchasing	<p>Colorado's Local Government Focus Group (pp. 18-21, with background at pp. 41-42)</p> <p>Oregon's WSCA Lodging Services Team: Overcoming Obstacles (pp. 40-43)</p>	<ol style="list-style-type: none"> 1. Understand the types of cooperatives. 2. Know how a user decides if they can use a cooperative contract. 3. Know that piggybacking, while it may be legal and easier, may have business downsides. 	<p>Compare two cooperatives found online , NASPO ValuePoint and any other (e.g. U.S. Communities, National IPA, NJPA, or E&I) and explain the differences in how state and local governments participate.</p> <p>Look for the state contracts on the Arizona procurement website. Are they cooperative procurements? Why or why not?</p> <p>Assuming "piggybacking" is legal for a government, what are the advantages and possible disadvantages in piggybacking off another government's contract?</p>	<p>R. Pennington, 'Piggybacking' on the Law of Piggybacking, American City and County (Dec. 2011) (pros and cons about the most used "cooperative procurement method," essentially riding another government's contract)</p>
Chapter 12: Cooperative Purchasing, Cooperative Purchasing Using Federal Funds, p. 200		<p>Know that there have recent changes in federal grant requirements. The new Uniform Rule has not changed much substantively from what is in Chapter 12, but the whole regulatory structure has changed.</p>	<p>What may be the most significant change for local governments in the Uniform Guidance? [requirement for price or cost analysis above \$150K] Why don't the states have the same concern? [Answer: states follow their own rules under the Uniform Guidance] Choose one regulation and one federal agency policy from <i>Anatomy</i>. Research and find its current form/location after promulgation of the Uniform Guidance.</p>	<p>R. Pennington, N. Hapeman, B. Wessinger, <i>An Intersection of State and Federal Law: The Super Circular and State Procurement and Contracting</i> (NASPO Procurement Law Institute, 2015 (discussion of federal grant law before and after adoption of the Uniform Guidance)</p> <p>R. Pennington, Anatomy of a Multi-State Cooperative IT Procurement (2008) (Originally presented at the 2008 ABA State and Local Government Procurement Symposium, the article traces federal grant rules in the context of cooperative procurement; the article uses the grant rules prior to the 2015 Uniform Guidance, but substantively there are few changes)</p>

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Chapter 13: Quality Assurance		<ol style="list-style-type: none"> 1. Understand that quality management systems do not necessarily prevent defects in supplies. 2. Begin to understand relationships between standards, testing, rejection, and acceptance of goods. 3. Better understand what warranties mean. 	<p>Research and find the National Institute of Justice standards on bullet resistance vests. See if you can identify how those standards might have changed in the wake of the Zylon bullet resistant vests failure.</p> <p>What do you think the industry objections were to the Colorado verification test? Is NASPO ValuePoint using the test in its current master agreement?</p>	R. Pennington, Quality in the Crossfire , <i>Inside Supply Management</i> Vol. 17, No. 8, p. 36 (Sep 2006) (written after on the Zylon fiber bullet resistant vest failures, the article covers various contractual and non-contractual provisions commonly used to secure suppliers' performance of contract obligations.) (I posted my manuscript online, but use of the edited ISM article might require ISM permission.)
Chapter 14: Contract Management and Contract Administration		<ol style="list-style-type: none"> 1. Be able to distinguish between a termination for default and a termination for convenience. 2. Understand the concept of waiver and know generally how to avoid it. 	<p>How could the termination for convenience clause in the case summarized in the article have been improved?</p> <p>Develop a one-page policy/practice guide for contract administrators to avoid waiver of delivery dates.</p>	<p>R. Pennington, "Terminations for Convenience" in Legally Speaking Too About Contract Administration (2017)</p> <p>R. Pennington, Unwitting waivers of delivery dates, <i>American City and County</i> (April 2011)</p>
Chapter 15: Procurement Program Integrity and Credibility		<ol style="list-style-type: none"> 1. Understand the concept of Organizational Conflicts of Interest. 2. Create a conflicts of interest policy 	<p>Does your state have an organizational conflict of interest policy? Describe it.</p> <p>Using the Denver Post story, find a conflicts policy in a state, local government, or institution of higher education. Modify it to address the issues in the Denver Post story.</p>	<p>Medco Behavioral Care Corp. of Iowa v. State, Dep't of Human Servs., 553 N.W.2d 556, 564 (Iowa 1996) (where state statute requires following applicable federal law, Federal Acquisition Regulations were used to analyze issue involving organizational conflicts of interest)</p> <p>Denver Post, Colorado labor chief Ellen Golombek defends hiring longtime friend as consultant (2012)</p>
Chapter 16: Surplus Property				

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Chapter 17: Protests, Disputes and Claims	Sharpen Your Negotiation Skills for the Team (pp. 189-192 (This is based on the Fisher, Ury, Patton <i>Getting to Yes</i> model) Diagnose the Spit Personalities of Influence and Persuasion (pp. 193-195)	1. Understand the role of an attorney in helping make a protest decision authoritative. 2. When debriefing a vendor, understand the role of reciprocity and the importance of preparation. 3. Know that it is very difficult for a vendor to win a protest. 4. Know that courts defer to the discretion exercised by procurement professionals where it is rational.	Explain why the court found against the agency in <i>Legalistic Straightjacket</i> . Possible team exercise: draft an agenda for debriefing an unsuccessful offeror. Who should lead the debrief?	R. Pennington, Untying the Legalistic Straightjacket , <i>American City and County</i> (June 201)
Chapter 18: Emergency Preparedness	Oregon's Disaster Preparedness Workgroup (pp. 5-8) Pre-mortems and Pre-parades (pp. 129)	Understand the difference between operational risk that procurement offices face in disaster situations and contracting risk	Use a premortem to identify potential procurement risks from a disaster Research, find, and describe the essential elements of a continuity of operations plan for a procurement office.	
Chapter 19: eProcurement	Arizona's ProcureAZ E-Procurement Solution (pp. 138-139)	Understand how an e-procurement system implementation is a change management challenge.	Find another e-procurement solution either in Arizona or elsewhere. Compare the functionalities. Why is the ProcureAZ story in the chapter on "Management Risk and Change"?	NASPO ValuePoint www.naspovaluepoint.org includes an e-procurement system in its list of contracts on its website that can be purchased under the ValuePoint master agreement.
Chapter 20: Procurement of Information Technology	The California Office of Systems Integration (pp. 30-32) Arizona's ProcureAZ E-Procurement Solution (pp. 138-139) Deciding to End a Project (pp. 114-115)	Understand what can go wrong with a large IT implementation.	In the two e-procurement projects in <i>Seeing Excellence</i> , one was successful and the other not. What do you see as the most important reasons for the difference in the outcomes? Read the appendices to the California IT Task Force report. One has to do with contract management training. Why was that highlighted in the report?	IT Task Force on Reengineering IT Procurement for Success, Recommendations to Improve Large Information Technology Procurements: A Road Map for Success in California . (August 2013)

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Chapter 20: Procurement of Information Technology, Key IT Terms and Conditions, p. 313-314		Start to gain an understanding of the biggest sticking points in negotiated terms and conditions.	<p>What do you think is the main cost that is being shifted with indemnification clauses?</p> <p>What sorts of damages are is being limited in a limitation of liability clause? Write a story that exemplifies the clause's effect.</p> <p>In the <i>Anatomy</i> article, the grant rules have changed since the 2015 promulgation of the Uniform Guidance. Pick one regulation and policy guidance and determine whether the new Uniform Guidance changes the legal requirements in any material way.</p>	<p>In increasing order of length and complexity:</p> <p>R. Pennington, Indemnification, Limitation of Liability and (Un)intended Consequences, <i>American City & County</i> (Feb. 2012)</p> <p>R. Pennington and C. Sanchez, Negotiating Liability Allocation Terms: Risk, Indemnify, and Intellectual Property, <i>Contract Management</i> (NCMA 2007) (adds some federal law and intellectual property, exclusion of damages)</p> <p>R. Pennington, Anatomy of a Multi-State Cooperative IT Procurement (2008) (Originally presented at the 2008 ABA State and Local Government Procurement Symposium, the article traces federal grant rules in the context of cooperative procurement; the article uses the grant rules prior to the 2015 Uniform Guidance, but substantively there are few changes)</p>
Chapter 21: Professional Development	<p>Team Transitions: Colorado's FAST Self-Directed Work Team (pp. 52-54; Colorado FAST Team Planning (p. 58); Shared Leadership in Colorado FAST (p. 201).</p> <p>Read Chapter 9, Keep Learning and Make It Stick!, focusing on the Colorado State Purchasing Office Training Plan (pp. 166-169)</p> <p>NIGP, NPI, and NASPO Awards and Accreditations (pp. 28-29)</p>	<ol style="list-style-type: none"> 1. Learn an individual learning model. 2. Appreciate the various creative approaches to public procurement learning. 3. See teams as a laboratory for leadership learning. 	<p>How is information technology changing learning about public procurement?</p> <p>Create a 6-slide PowerPoint presentation about effective self-directed learning (formal and informal) using a learning model and student learning examples.</p> <p>What UPPCC body of knowledge topics implicate teams?</p> <p>What do you see as the advantages and disadvantages of a self-directed work team like the Colorado FAST team?</p>	<p>R. Pennington, Five W's and a How of Learning (2016)</p> <p>J. Soza, 5 Reasons to Get Your CPPB or CPPO (2015)</p> <p>J. Soza, Dealing with Failure: Lessons Learned (2015)</p>

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Chapter 22: Emerging Issues in State Procurement, Streamlined Procurement Processes, p. 343	Process Mapping and Root-cause Analysis in Punta Gorda, Florida (pp. 96-100) Colorado Contracting Reengineering (pp. 77-79)	See a variety of continuous improvement models and their purpose, perhaps their limitations.	Six Sigma, Lean Six Sigma, and Lean are three methods of continuous improvement. Find another example of a systematic use of a quality management system used in a state, institution of higher education, local government, district, or nonprofit. Describe and evaluate its suitability for procurement and contracting offices. What might have been done to sustain the use of SCOPE in Pennington's <i>25 Years</i> article?	Pennington, 25 Years . . . a Mild Skirmish with Quality Management (2017) (a brief description of a quality management system in a procurement organization) application t
Chapter 22: Emerging Issues, a Changing Workforce	Virginia's Solution to a Graying Procurement Workforce (pp. 178-179) Art in a Procurement Manual, pp. 201-203	1. Gain an appreciation for the role of training in succession management. 2. With a fun but insightful story, see how deeply recruitment of procurement professionals can go: the kids in Black Canyon Boys and Girls Club.	Based on Jason Soza's article, and what you learned otherwise in the class, develop a one-page outline of steps for succession management of the CPO position Does a government context put any special constraints on succession planning, e.g. employment laws?	J. Soza, Succession Planning in Public Procurement (2015)
Course Conclusion	Afterword about Sound Transit (pp. 2017-211)	Motivate the student about the larger purposes of public procurement	Pick any story about procurement. What is the higher purpose, what April Alexander calls "meaningful", about their work?	