



BETHUNE-COOKMAN UNIVERSITY

PURCHASING MANUAL



February 2022

FOREWORD

The Procurement & Contracts office prepared this “Purchasing Manual” to serve as the basis for purchasing policies and procedures for Bethune-Cookman University. The mission of the B-CU Procurement & Contracts office is to support the academic, administrative, and athletic departments with timely procurement and to sustain, foster, and promote the educational mission of the University. This shall be accomplished in the most ethical, efficient, and courteous manner possible while adhering to the intent of all applicable laws, regulations, and policies with integrity and honesty.

The procurement function involves the purchasing of materials, supplies, equipment, and services at best value, consistent with the quality needed to meet the required standards established and approved by the Bethune-Cookman University President and its governing board. Our goal is the promotion of the best interest of the University through intelligent action and fair dealings, resulting in obtaining maximum savings for the University.

Rules and regulations are necessary for the proper operation of the procurement function and its essential all who are involved in the purchasing operation be well informed. This manual was developed to aid all faculty and employees or indirectly associated with the function of purchasing.

The main objectives of the Procurement & Contracts office are as follows:

1. To deal fairly, equitably, and ethically with all vendors wishing to do business with Bethune-Cookman University.
2. Provide professional and transparent procurement services for all our employees, students, and customers within the University system.
3. Assure adherence to all laws, regulations, and procedures related to university procurement.
4. Maximize competition for all procurements of the University.
5. Obtain maximum savings through innovative buying and application of value analysis techniques
6. Purchase satisfactory goods and services at the best value if not lowest price, consistent with quality performance and delivery requirements from capable vendors meeting the University’s requirements.

The University’s President and governing board, recognizes centralized purchasing as a necessary function of effective processes and declare it shall be the responsibility of the Procurement Manager to centralize the purchase of all supplies, equipment, and services for all functions within the University. Each department desiring to purchase goods and services is to have a representative trained and granted credentials to process purchase requisition via the Wildcat Web online purchasing system. Deans/Directors are responsible for reviewing and approving all departmental purchase requisitions, including verification of budget and that purchase is allowable.

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SECTION I

BINDING AUTHORITY

A binding authority is an individual or agreement in which the University gives full authority to act as its agent on its behalf for the purpose of acceptance, participation, or execution of contractual obligation for the purpose of acquiring, performance, or utilization or consummation of a specified objective by an approved transaction with a provided university's budget account via a purchase order or contract execution. Only the named university positions below (or written designated representative) have been authorized by the University and Board of Trustees. Thereby, this person is authorized to sign and/or execute the agreement (contract, service agreement, renewals, etc.) on its behalf with the full capacity and is empowered to bind the University which shall be enforceable in accordance with the terms and conditions upon which such person is acting.

The following university position(s) is authorized to bind Bethune-Cookman University:

1. President (or written designated representative)

ANY VIOLATION AND/OR MISUSE WILL RESULT IN IMMEDIATE DISCIPLINARY ACTION UP TO AND INCLUDING TERMINATION.

SECTION II

REQUISITION

PURPOSE: Bethune-Cookman University currently utilizes Jenzabar Software Solutions and B-CU Wildcat Web financial systems for on-line procurements. Approved requisitions signify charging a specific budget account and signify that the department has verified that there are sufficient funds available for the purchase.

DEFINITION: A requisition is a written or computerized request to the Procurement & Contracts office for the procurement of goods or services from supplier/contractors.

PROCUREMENT & CONTRACTS OFFICE RESPONSIBILTIES:

1. To meet the needs of the University with appropriate scope by utilizing and developing knowledge with collaboration of department and Procurement personnel.
2. To assist, cooperate, and provide guidance to all departments to meet the outstanding needs to maintain essential operation, functions, and acquisition of supplies, equipment, and services at the best value and interest to the University.
3. To assist with the preparation or review of specifications and scope of work for all requirements.
4. To locate the sources and availability of needed products and services.
5. Ensure that all required documentation (i.e: quotes, W-9, insurance, etc.) are received.
6. To process requisitions and purchases with the least possible delay, in accordance with university procedures and satisfactory entry requirements.
7. To work with the vendor community in correlating the steps and understanding of procedures necessary in completing a purchase, including purchase order follow-up, tracking, and review evaluation.
8. To aid the department with any difficulty with compliance and/or acceptance of the product after it has been delivered or services have been rendered.
9. Periodic review of purchase order, pricing, and invoicing to ensure compliance.
10. To review, evaluate, and notify the department of any proposed changes to the issued purchase order are in accordance with established terms and conditions with the University's best interest.
11. Maintain proper file records with supporting documentation in accordance with all applicable retention policies, laws, and guidelines.

UNIVERSITY DEPARTMENT RESPONSIBILITIES:

1. **DO NOT OBTAIN ANY PRODUCT OR SERVICE PRIOR TO REQUISITION ENTRY AND/OR PURCHASE ORDER ISSUANCE.** Note: violation will require written submission and approval of President and VP of Fiscal Affairs/CFO for direct payment/journal entry to distribute payment. Repeat violations/offenses shall be reported to university executive leadership for appropriate actions.
2. Initiating the acquisition in the online portal system (purchase requisition).
3. Budget management (validate budget account code and check available funds) to support transaction.
4. Allow sufficient time for the Procurement & Contracts office to process the purchase order and notify/place order with the Supplier/Contractor to deliver.
5. Advise Procurement & Contracts office if the requisition is a defined emergency as stated in Section V, item #4: Emergency Purchase Order.
6. Provide clear and accurate description of commodity/service requested to be purchased and its intended purpose. Specification/Scope of Work should be typed and provided to the Procurement & Contracts office for review.
7. Prepare generic specification/scope for items requiring a knowledge, technical, or engineering background to determine the quality and quantity of goods/services to be purchased. Specific manufacturer/brand are only for descriptive purposes in order to outline quality standards and preference. *NOTE: Please avoid using identical/copied wording from a sourced vendor in order to avoid infringements or limited sourcing options and availability which increase costs.*
8. List anticipated requirements in advance, when possible. Involve the Procurement & Contracts office at the time the need is determined or as early as possible. Advise of any abnormal demands. **PLAN AHEAD!**
9. Under no circumstances is the University to be obligated by departments in any manner whatsoever without prior approval. *NOTE: Section I, Binding Authority*
10. Advise and cooperate with Procurement & Contracts office by reporting, in writing, the results of purchases – either favorable or unfavorable utilizing Form 7: Vendor Form. If you have complaints and/or issues **REPORT THEM** because if it's not documented in writing for the file, it **DOESN'T EXIST**, and Procurement & Contracts office cannot hold vendor accountable or stop doing business with them.
11. All quotes obtained from vendor must be on its company letterhead identifying, date, point of contact, price obtained (per item), and price validity (if applicable).
12. Confirming, that submission of required paperwork is attached to requisitions for approval, and that B-CU policies and procedures have been followed.
13. Be sure that the purchase transaction is for a "University" purpose, unless specifically exempted by university rules, policy, or regulation. Unauthorized or improper purchase transaction could be grounds for immediate termination.

WHEN PREPARED: A purchase requisition must be entered into the on-line system, far enough in advance to permit the Procurement & Contracts office to review and/or obtain competitive pricing and to allow sufficient time for deliveries to be made. Include notation of quotes received in the "comment notes" and scan/upload all applicable documents (tabulation summary, each written quote received, approval signatures). User departments should take into account the time necessary to obtain administrative authorization and/or award approval in planning for purchasing transactions. The Procurement & Contracts office can assist you with planning and proper vendor sourcing.

SPECIAL SITUATIONS: Departments should identify requisitions requiring special handling for the purchase of commodities or services to prevent downtime but are not strictly emergencies. These must be held to a minimum. These should only be used in cases of required purchases with a justification as the urgent need. Competitive written pricing should be obtained and documented wherever possible.

WHO PREPARES: All requisitions shall be authorized by the Department Head or designated authority. Requisitions should originate in the department at the level where the purchases are to be used and routed/tracked to the designated approval authority prior to being sent to the Procurement & Contracts office. Requisitions not properly authorized will not be accepted and returned/denied through the on-line system portal.

1. Requisition test box should have the name of the vendor selected. *NOTE: Any blank/missing vendor will be returned/denied. Please contact the Procurement & Contracts office if a new vendor in order to obtain W-9 and assign vendor number.*
2. Add the correct vendor number in vendor tab with correct object code. *NOTE: Only one (1) vendor per requisition. Do NOT enter and/or request multiple vendors on the same requisition.*
3. "Purchasing Agent" should be left blank or use vendor ID#259427
4. Itemize the requisition or use multiple lines to **document and detail** each item and cost. *NOTE: It should be clear and precise regarding what is being purchased. Please review for accuracy.*
5. Attach supporting documents: all quotes received; approval email from VP of Fiscal Affairs/CFO and Executive VP & Chief Innovation Officer (unrestricted budget accounts). *NOTE: Totals that do not match the requisition amount or supporting document will be returned/denied.*
6. Only purchasing requests should be submitted on purchasing tracks. *NOTE: All checks, credit card, reimbursements, rental vehicle, travel, and hotel accommodations or any type of check request should go to the check track.*
7. Requisitions should **NOT** be entered to request purchase order after item has been issued and/or invoice has been received. No purchase order will be issued after the fact unless it is a documented emergency situation. Emergency/Exceptions include after-hours, weekends, or urgent health/safety situations in which the Procurement & Contracts office shall be contacted immediately upon the first business day of return. *NOTE: Prior stated situations should be rare occurrences and not normal operational function.*

ETHICAL PRACTICES:

1. Employee conflict of interest: All employees must be accountable and held to the highest ethical standards. In this regard, employees who may have a conflict of interest, meaning “a situation in which a person is in a position to derive personal benefit from actions or decision made in their official capacity” should disclose the following:
 - A business or organization in which the employees or any member of the employee’s family, spouse, children, parents, brothers and/or sisters has a financial interest pertaining to the procurement;
 - Any other person, business, or organization with whom the employee or any member of the employee’s immediate family is negotiating or has an arrangement concerning prospective employment is involved in the procurement.
 - All employees having a financial interest in a private concern shall file a statement annually with the University disclosing such interest;
 - All individuals taking part in the development or selection of criteria for evaluation, the evaluation process, and the contract award process;
 - Purchase shall be independent of, and have no conflict of interest in the entities evaluated and selected.
2. Code of conduct: While B-CU is substantially a privately funded institution, it is essential that the University's business dealing be beyond reproach to audit and public scrutiny.
 - University employees who initiate and/or approve purchases from a business in which they or a departmental co-work have a financial interest, must complete a “Conflict of Interest” form and provide to the VP of Fiscal Affairs/CFO, full disclosure of the background facts, presented in writing and subsequently approved by the requestor’s supervisor.
 - In cases where a potential or perceived conflict exists, it is important to conduct transactions competitively and maintain transparency.
 - All University employees shall maintain and practice the highest standards of business ethics, professional competence, and courtesy when dealing with university suppliers.

Any employee violating the purchasing manual policies and guidelines is subject to disciplinary action that could lead to termination.
3. Inducements: It shall be a conflict of interest and breach of ethical standards, subject to disciplinary action, for any employee of B-CU to accept, solicit, or agree to accept a kickback, offer of employment of any kind for personal gain or in connection with any purchase transaction or contract for commodities, services, construction, or consulting. Current or potential contractors are prohibited from offering an employee of B-CU a kickback offer of employment of any kind for the employee’s personal influence to gain the development of contract or potential purchase transaction for commodities or services.
4. Gifts/Donations: Any gift and/or donation received by an employee on behalf of Bethune-Cookman University shall be documented and reported to the VP of Institutional Advancement. No gift and/or donation exceeding \$100.00 can be accepted by an individual employee for personal use or benefit.

SECTION III PURCHASE ORDERS

PURPOSE: A purchase order authorizes the vendor to ship/service and invoice as specified. Purchase orders will be written to be clear, concise, and complete to prevent any misunderstanding and/or unnecessary correspondence with Supplier/Contractor. A purchase order is the principal instrument, in addition to Procurement Card, used to make purchases.

DEFINITION: A legally binding document prepared by the Procurement & Contracts office for the University to describe all terms and conditions of a purchase transaction.

WHEN ISSUED: Pre-numbered computer-generated purchase orders will be issued upon receipt of a properly authorized requisition, after receipt of competitive sourced quote/bid, determination of available funds, and university approval as necessary. No purchase order will be issued after the fact unless it is an emergency situation.

WHO ISSUES: Only the Procurement & Contracts office shall issue purchase orders. The departments will not enter negotiations with any Supplier/Contractor for the purchase of supplies, services, materials, or equipment. The Procurement & Contracts office will transmit all purchase orders to the vendor, receiving department, and copy sent to the Accounts Payable Department.

FOLLOW-UP AND TRACKING: Departments should track order progress after placing the order. If a problem occurs with the order, then contact the Procurement & Contracts office for assistance.

CENTRAL RECEIVING: When goods are received from a supplier, they should be checked by the receiving department to ensure that they conform to the standard expected by the user at the time of ordering. All goods should be validated as received in a satisfactory condition before payment is made. Where goods cannot be checked at time of delivery, the "Delivery Ticket", "Bill of Lading" or "Goods Received Note (GRN)" should be clearly marked as "not checked". In this instance, the goods should be checked as soon as possible. In the event of visible container or item damage, shipment should immediately be refused and not unloaded (immediately notify supplier and Procurement & Contracts office of condition/reason). Whenever possible, receipt and inspection should be performed by someone other than the buyer or person authorizing payment.

Similarly, the quality and quantity of the product item(s) furnished must be checked and validated before payment is authorized. Whenever possible, this should be performed by someone other than the buyer or the person authorizing payment. The receiving department must have the packing slip in order to properly received the items on JenzabarEX. The Accounts Payable Department matches the information against the corresponding purchase order, purchase requisition, and supporting invoice. **If not properly received on JenzabarEX, through the receiving department, invoices will not be paid.**

When the goods received fall into the categories which are required to be recorded in the "Fixed Asset" or as "Capital Item" registry database, Facilities department should be informed.

DIFFICULTIES AFTER RECEIPT OF ITEM OR SERVICE: Upon request from the department, the Procurement & Contracts office shall handle any problems or difficulties with outstanding orders, contracts, or received item/service.

PRE-PAYMENT/DEPOSIT PROCEDURES: On those items where, pre-payment is needed (NOTE: Normally university will not submit to advanced and/or partial payments before receipt of item/service as the purchase order is designated acceptance thereby obligation for payment.).

When a vendor refuses to accept the University's purchase order without full or partial payment in advance, the requisition must be accompanied by documentation explaining the reason for prepayment. The dollar amount must be correct and include any handling or shipping charges. Documentation verifying the prices, such as a quotation from the vendor, price list, or pro-forma invoice, must be provided. This documentation must also include evidence of the vendor's demand for pre-payment which will be forwarded to Accounts Payable as the authorization to issue a check. These should be kept to a minimum. The procurement card (PCard) should be used for items that require pre-payment if under \$2,000.00.

REGISTRATION FEES AND TRAVEL: Registration fees and travel for events, seminars, and conferences for approved university functions are handled via "Travel Authorization" forms as per university policy. These requests are (not) processed through the Procurement & Contracts office unless the value exceeds the limits established below. Depending on the value, transactions can be handled with purchase order or procurement card.

UTILITY, TELEPHONE, AND MISC. GOVERNMENT INVOICES: Payment for utilities (water, sewer, gas, electric, etc.), telephone (cellular or landline), government (permit, transit, building/code enforcement, municipal parks and recreation) will be made via direct pay or check payment by Accounts Payable and the expense allocated to appropriate budget account fund. These requests are not processed through the Procurement & Contracts office unless requested.

PAYMENT OF SALES TAX: The University is exempt from paying federal excise taxes and State of Florida sales taxes. A copy of the exemption certificate is to be submitted to vendor (upon request) when the business relationship is established. Reimbursement for these taxes will not be provided to an individual who purchases items and pays sales tax.

**SECTION IV
APPROVAL LEVELS AND SOLICITATION THRESHOLDS**

The purpose of this section is to describe the various levels of approval authority and for competitive process and to identify the procurement function of the University. The procurement function is designed to maximize the purchasing value of funds and to provide safeguards for maintaining a procurement system of quality and integrity.

Dollar Amount	Justification	Approval Level
\$1 - \$4,999.99	Price/description must be reasonable. No quotes required	Department Head & Dean
\$5,000 - \$49,999.99	Written quotes by department must be obtained (minimum of 3)	Department Head, Dean, Procurement Mgr. or VP
\$50,000 - \$249,999.00	Formal solicitation must be performed by the Procurement & Contracts office and/or use of a competitive award approval	Department Head, Dean, Procurement Mgr., VP for Fiscal Affairs or President
\$250,000 - \$500,000.00	Formal solicitation must be performed by the Procurement & Contracts office and/or use of a competitive award approval	Department Head, Dean, Procurement Mgr., VP for Fiscal Affairs, & President
\$500,000+	Formal solicitation must be performed by the Procurement & Contracts office and /or use of a competitive award approval	Board of Trustees

NOTE: No splitting and/or pyramiding of purchase transactions in order to circumvent or avoid higher threshold level and required approval will be permitted. Example: "Purchase & screen-print of shirts" \$2,000 from vendor ABC Printing. But over a one-year period, vendor has been utilized 4x and the **total annual amount spent with ABC Printing \$60,000. A formal solicitation with award needs to be performed based on all the prior order purchases and scope.*

OBTAINING QUOTES: A minimum of three (3) written quotes shall be obtained and documented for file record. If it is strongly suggested that at least five (5) vendors are contacted in order to meet the minimum requirement by the submittal deadline. In the event three (3) quotes cannot be obtained, department shall indicate "UATO" (unable to obtain) and list all vendors and date of communication(s) attempted as justification as to why competition was not obtained. Department shall maintain documentation with their requisition and file for retention.

FORMAL SOLICIATION: The mandatory formal solicitation shall be FIFTY THOUSAND AND 00/100 DOLLARS (\$50,000.00) as shall be required to be handled through the Procurement & Contracts office. Award shall be made based on specified requirement(s) and/or criteria from the vendor offering the lowest pricing or best value for award upon evaluation. The Procurement Manager shall describe the benefits to the University if award is made to other than the low. The names of the vendors submitting responses, date, and cost amount shall be documented and maintained as part of the file record.

The procurement of all goods, materials, equipment, services, and any combination by or on behalf of the University in an amount equal to or in excess of the formal solicitation amount of FIFTY THOUSAND DOLLARS (\$50,000.00) shall be formally competitively advertised and awarded based on the submission of the bids (ITB), proposals (RFP), qualifications (RFQ), or negotiate (ITN) in response to the information/ qualification's requirements, except as otherwise provided herein. RFQ's shall require negotiation of bill rates which shall be applicable for the contract term. Competitive bidding shall be the preferred method of procurement. If the department determines the use of an ITB is not practical based on 1) lack of time; 2) the award will be made based on factors other than price and price-related factors; 3) a need to conduct discussions/evaluation with the respondents based on or about their bid submittal; 4) there isn't a reasonable chance of receiving more than one (1) price submission. A statement requesting solicitation by RFP, sole source/OEM/proprietary, or piggyback award may be requested for authorization and approval.

Department requirements are not to be split to avoid the competitive bidding thresholds. It is in the best interest of the University to combine requirements and/or similar needs and competitively bid to ensure a fair and reasonable price. The University has the right to award all or a portion less than offered at the unit cost or prices offered of solicitation that it deems to be in its best interest. The University reserves the right to amend the solicitation to allow all respondents an opportunity to submit revised pricing based on the revised requirements.

The University reserves the right to accept or reject any or all bids/proposals and to waive any formal defects or irregularities, when deemed to be in the interest of the University. As to those contracts and purchase orders which the University retains the right to award, The University President shall have authority to review, modify, or set aside all previous administrative determinations, whether appealed or not, made during the procurement. The University President shall have the sole and final decision.

FORMAL SOLICITATION TYPES: Types of formal solicitation used to compete the University's requirements are as follows: Invitation to Bid (ITB), Request for Proposal (RFP), Request for Qualifications (RFQ), Invitation to Negotiate (ITN), and Request for Information (RFI).

SECTION V PURCHASE ORDER TYPES

Procurement provides the following purchase order (PO) types: regular/standard PO, blanket/standing (encumbered) BPO, contract (multi-term) CPO, emergency EPO. The purchase order should be for one (1) fiscal year unless it on-going or multi-year project/contract and approved to carryforward into the next year by the Fiscal Affairs office.

1. Regular/Standard Purchase Orders: Create regular/standard purchase order for one-time purchase of various items. Create standard PO when you know the details of the good/service required, estimated cost, quantity, and delivery time.
2. Blanket/Standing Purchase Order: Create blanket/standing purchase order when you know the details of the good/service you plan to buy from a specific supplier in a time period, but you do not know the final amount or the detail of your delivery time. This type of PO is utilized for re-occurring basis for expendable goods and/or multiple payments over a specified time period. Examples: misc. hardware, office supplies, computer supplies, etc. Department would encumber at lump amount of budget account that will be set aside to make sure actual expenditures do not exceed that particular amount or the available budget for invoice payments. The Procurement & Contracts office may cancel a BPO if misuse occurs.
3. Contract Purchase Order: Create contract purchase order for established multi-term executed contractual relationships. This type of PO is utilized for various goods/service which are within the scope of work or may issue various as-needed work orders (task assignment) for negotiated terms and conditions related to the work that is agreed upon. This is a long-term (one-year or more) agreement with supplier/contractor as the designated source. CPO must specify the tentative delivery times and outline the referenced contract, purpose, and authorized not to exceed annual amount.
4. Emergency Purchase Order: It is recognized that situations where quotes and formal solicitations are not possible due to emergency conditions affecting the health, safety, and welfare of the University and its students/staff or in the event that the University may suffer a financial loss due to inaction. NOTE: Poor planning does not constitute an emergency.
 - a. In order to expedite the request, emergency purchases are approved per the outlined spending authority level up to \$24,999.99. The University President may approve those \$500,000.00+ and return to the Board for confirmation of the purchases, unless an executive order has been issued that suspends all requirements during a disaster related event.
 - b. When an emergency exists, a requisition will be entered outlining the nature of the emergency. In addition, the department should call the Procurement & Contracts office to alert them to the need. A purchase order will be issued upon proper approval and process of the requisition. The Procurement & Contracts office reserves the right and may obtain additional price quotes prior to issuing a purchase order.
 - c. Night, Weekends, Holidays, or Disaster: If an emergency occurs when the Procurement & Contracts office is closed, the department head (or designated representative) shall act to secure the necessary materials or service. Evidence proof (sales receipt, bill, delivery slip, etc.) which the supplier/contractor normally furnishes, will be submitted concurrently with the requisition by the department to the Procurement & Contracts office on the next workday following the date of purchase. **Emergency Purchase Order (EPO) form with justification must be forwarded to the Procurement & Contracts office by the next business day.** When emergency purchases are made, the department should still utilize best practice measures and make the purchase at the best possible price. Emergency purchases are costly and should be kept to a minimum, as most supplier/contractor charge a premium when having to provide immediately. Emergencies due to negligence are to be avoided.

SECTION VI PURCHASES NOT REQUIRING QUOTES (EXEMPTIONS)

PURPOSE: This section defines the limitations and exclusions of purchases that will not require quotes or solicitations. Authorization for the purchase of these items will follow the threshold approval authority in the manual. The following criteria are exempt and do not require quotes or solicitation, but transaction needs to be justified with supporting documentation for review, evaluation, and approval. These types include: sole source/proprietary, standardization, cooperative purchase, piggyback purchase, artistic services, academic program review, lectures, auditing services (except as required by law), legal services, medical/health services, mental/disability services by non-profit, misc. government/regulatory agency, training, CEU education services, advertisement/publications, registration, seminar, show/event, utility, dues/membership, subscriptions, books/media, purchase of real property, other services as request/approved by University President.

1. Sole Source, OEM, Proprietary, & Preferred: Item is the only item that will produce the desired result (or fulfill the specific need) or uniqueness; available from only one source of supply; All sole source requisitions exceeding \$5,000.00 in value will be electronically advertised for a period of at least seven (7) calendar days. Department shall complete a sole source form with justification and attach to the requisition for authorization (**DO NOT PROCEED WITH VENDOR UNTIL APPROVAL AND PURCHASE ORDER # ISSUED**). *NOTE: The Procurement & Contracts office shall attempt to locate competition prior to authorizing purchase. If disapproved, the department shall be notified, and the purchase shall be made in accordance with standard procedures.* Available only from one manufacturer, seller, or branding (OEM) or is authorized service provider/distributor for area. **Supporting documentation must be received, dated, and signed from the manufacturer on company letterhead.** *NOTE: Authorized service provider/distributor cannot supply verification, it must come from the manufacturer.*
2. Standardization: Item or process that university has examined characteristics and needs for items of similar end usage and develop a single specification that will satisfy the needs for most or all for that particular purpose. Proprietary purchases maintain a degree of continuity to the original or existing décor, equipment, or program. *NOTE: Department must obtain written authorization by VP and/or President to approve standardization which shall remain in place for a minimum period of five (5) years.*
3. Cooperative Purchase: Several organizations jointly buy selected items as a result of competitive solicitation and award through formed or centralized buying power for all members and may be extended informally to non-coop entities. The resulting volume produces significant cost savings.
4. Piggyback Purchase: Purchases from current awards from formal solicitations such as: government cooperative contracts, government term contracts, state term contracts, state university agreements, will be acceptable alternative procedure for purchases, provided that such awards were made through a competitive process.
5. Copyrighted Materials: The purchase of educational textbooks, test, printed instructional materials, films, video/electronic media, or taped/audio-visual recordings, computer software, periodicals or similar licensed or copyrighted materials are exempt from the competitive solicitation process. This exception applies when purchased directly from the producer, publisher, or owner of the copyright, an exclusive agent within the state, a governmental agency, or a recognized educational institution.

VENDOR OF RECORD (VOR): Vendor of Record (VOR) is a procurement agreement established to authorize one or more qualified vendors to provide good/ service for a defined period of time for certain terms and conditions utilizing an above stated source for an on-going or multiple use throughout the year. It is typically established for agreements or contracts not performed by the University's Procurement & Contracts office. The Procurement & Contracts office shall compile an annual listing based on approved purchases not requiring quotes(exemptions) and outlined in Section VI. This list shall be periodically updated and verified by the Procurement & Contracts office. Vendors have the option to extend and honor their prices for goods/services to the University or not. *NOTE: Product or service must be for the stated or award item(s) and cannot be changed. Approval does not permit the department to utilize vendors in a carte blanche manner just because they listed or have ability to provide other products or services does not mean universal acceptance.*

SECTION VII

CHANGE ORDERS

PURPOSE: Certain conditions surrounding purchases may change in the course of a purchasing transaction, which necessitates a clarification or modification to the purchase order to fulfil legal requirements and complete order. Managing changes to the purchase order requires a change order to modify the dollar amount, addition of service/item, date extension, or payment term revision.

DEFINITION: A change order to a purchase order is an adjustment to either the funding budget account source, addition or deletion of service or item, quantity, delivery time. In the event of an executed contract or multi-year agreement, a written amendment or modification will also need to be processed.

PROCEDURE: The department requesting the change shall submit to the Procurement & Contracts office a "Request Change Order" form (see Forms) indicating the original purchase order number, and the reason/justification for the changes. Change order requests with no explanation will be returned to the originator. The Procurement & Contracts office will modify the purchase order on-line to reflect the change and send an updated purchase order to the supplier/contractor and department for file retention.

1. Request Change Order that increases 10% or more of the original purchase order total amount will be required to obtain VP authorization approval as long as it does not exceed \$250,000.00 threshold.
2. Request Change Order that exceeds 10% of original purchase order total amount or exceed \$250,000.00 threshold shall require additional authorization approval by the President.
3. Prior to making updates, the Procurement & Contracts office will check the invoice tab and budget account funds to ensure pending invoices are charged to the correct line and there are enough funds to cover the amount due.
4. No change order to cancel an item will be processed until the Procurement & Contracts office has verified that a check has not already been issued for the item.
5. Cancellation of all purchase orders at any dollar value will require a written change order to be mailed, faxed, or emailed to the supplier/contractor. Cancellations and change orders will be distributed in the same manner as the original purchase order.

SECTION VIII CIT APPROVAL

The Center for Information Technology (CIT) supports university owned computer hardware, software, and peripherals in ways that ensure convenient, reliable, and secure computing use for the campus and administration community. In order to maintain network and application integrity, CIT shall be responsible for endorsing technology purchases that are sustainable, suitable, and compatible with existing systems and software, and can be efficiently supported. To meet these criteria, the Procurement & Contracts office has established the following guidelines and procedures for the approval and authorization of technologies.

PURPOSE: Purchases of non-personal computer hardware, software, applications, networking equipment and maintenance/service agreement must be approved by CIT.

DEFINITION: CIT Approval form is required prior to entry of requisition to purchase computer related item such as: desktop/laptop, hardware, software, network/system technology, communication equipment, software operating systems and applications, service agreements or engagements, new technology initiatives/implementation.

1. **Desktop/Laptop Hardware and Software Purchase:** In order to take advantage of discount and volume pricing and ensure that desired equipment meets university standards, these purchases for personal computer equipment shall be coordinated through and processed by the CIT with departmental budget account or journal transfer of funds.
2. **Network and Systems Technology Purchase:** These type purchases or new systems to be consider are to be reviewed, evaluated, and in-house testing and/or development plans to ensure that proposed vendor or consultant's competencies and system interface requirements are appropriate to protect university information and assets. Purchase transaction shall be coordinated through and processed by the CIT Department with written authorization/approval via "Vendor Justification/Price Verification" form that must be attached to requisition.
3. **Network and Computer Hardware:** Purchases for any technology or computer hardware or deployment that modifies the University's network structure or could compromise the physical or logistical security of the network must be reviewed and approved by the CIT Department. A written authorization/approval CIT form must be attached to requisition.
4. **Computer Peripheral Equipment:** Purchase of any monitor, keyboard, mouse, touchpad, webcam, telephone, printers, scanner, flash/hard drive, charger, or headset shall be only of pre-approved manufacture product listing created by CIT in order to create consistency and standardization.
5. **Software:** Purchase of operating systems and software applications that will be utilized on servers connected to the University network must be approved by CIT. All order for bulk or multi-seat licensing including site and volume license for desktops must have prior approval and attached to requisition.
6. **Service:** Purchase of all service agreements and engagements that modify or extend the function of centrally maintained university systems and that require use of any CIT software or hardware system services, or that interface with university maintain applications or software must be authorized/approved by CIT and attached to requisition.
7. **New Technology:** Any new computer application and system initiatives or implementation must be reviewed and evaluated by the CIT Department to conduct and perform its due diligence to ensure the feasibility, analysis, interface, and interaction with all technical applications that university utilizes for compatibility, impact, and satisfactory cohesiveness of proposed technology.

SECITON IX SOLICITATIONS

PURPOSE: To promote fair and open competition is the basic foundation of procurement. Such competition reduces the opportunity for favoritism and inspires confidence that purchase transactions and contracts are awarded equitably and economically.

DEFINTION: A request to suppliers/contractor to make business offers to the University.

PROCEDURES: Upon receipt of a request or requisition, the Procurement & Contracts office will seek a source of supply and enter into transactions for the purchase of the commodity or service in accordance with the provisions of the University's purchasing manual.

1. Every effort should be made to obtain a minimum of three (3) written pricing or submittal response for item or group of items required regardless of dollar amount.
2. Bidding Opportunities: All bidding opportunities and associated formal solicitation documents exceeding \$50,000 are available directly from the Procurement & Contracts office via email: BCUPurchasing@cookman.edu or on the BidNet website: <https://www.bidnetdirect.com/florida> . There is no charge to register, and Bethune-Cookman University welcomes all vendors to register to the "Florida Purchasing Group".

QUOTE (IFQ): Written quotes via "Quote Request Form" for purchase transactions from \$5,000.00 to \$49,999.999 are to be obtained via fax, electronically, or mail by the department and documentation maintained in the department file and the information entered into the online system. The requisition will require the written documents to be uploaded and attached to entry for review and evaluation. Services performed on-site/campus access require appropriate insurance as outlined below.

INVITATION TO BID (ITB): The Procurement & Contracts office shall request formal sealed bids on purchases exceeding \$50,000.00. In cases where a "purchase" or contract may extend over multiple years, the total cumulative amount to be paid over the duration of the contract term will be the determining amount of the requirement for requesting formal sealed bids. Advertisements will be published at least one (1) time in a newspaper distributed in the City. Additional advertising may include use of an internet online procurement marketplace portal, minority publications, and trade journals. The Procurement & Contracts office shall solicit bids from responsible perspective supplier/vendor/contractor obtained from our previous supplier/contractor, vendor applications, research, and suggestions from user departments. The Procurement & Contracts office shall attempt to secure at least a minimum of three (3) bid responses. Please note these same bidding requirements apply to all purchases, including non-professional services, consulting, and leases unless otherwise exempted.

A tabulation of all bid submittals received with the recommendation for award(s) will be posted on the University's website and will be available for inspection in the Procurement & Contracts office during regular business hours for a minimum of seventy-two (72) hour period. Vendors filing protest of award must do so within seventy-two (72) hours of initial posting.

Where requirements are of a technical nature, a multi-step bid process may be used. The multi-step process calls for submission of technical proposal and bid price proposal at the same time, but in a separate envelope. The proposals are opened and evaluated. The bid price proposal

is then opened for those proposals that are found to be responsive and responsible and an award is made.

RESPONSIBILITY FOR SCOPE/SPECIFICATION: The preparation of the scope of work or specifications is the responsibility of the department with review (and authority to challenge) by the Procurement & Contracts office. Scope or Specification must permit competition except on non-competitive supplies or services (see “Purchases Not Requiring Bids”).

In general, scope or specification should define and outline the level of performance required rather than stating a specific brand. The scope or specification must be clear, concise, and understandable. The Procurement & Contracts office reserves the right to challenge scope or specification in order to allow for open competition.

BID INVITATION: A notice of bid will be advertised and posted in the Procurement & Contracts office and available online. The University uses BidNet Direct, an online cloud-based bidding portal solution for bidding document fulfillment purposes. BidNet sends notification of solicitation to registered and potential vendors via email, fax, or mail depending of the selection preference.

SURETY-BID BOND/DEPOSITS: When the Procurement & Contracts office, in conjunction with Risk Manager, deems it necessary, a bid bond/bid deposit/ surety guarantee will be prescribed in the invitation notice. A successful bidder shall forfeit any surety required by the Procurement & Contracts office upon failure on his/her part to enter into a contract within the specified time after the award. A surety may be submitted in the form of a bid bond, cash, cashier’s check, or bank letter of credit made out to “Bethune-Cookman University”.

OPENING OF BID: Bids shall be opened at the time and place stated in the notice of bid. No bids shall be accepted after the time and date designated for the bid opening. Late bids will be returned unopened. The official time mechanism shall be determined by the Procurement Manager.

All bids received and accepted will be made available upon written request for inspection thirty (30) days after opening, or upon recommendation of award, whichever occurs first.

AWARD OF BID: Award of bids for purchases and/or contracts shall be to the lowest, most responsive, and most responsible bidder of the requested goods or services representing the best value to the University. In determining the lowest, most responsive, and responsible bidders that the purchase or contract will best serve the interests of the University, the President, VP of Fiscal Affairs/CFO, and Procurement Manager, as appropriate shall consider but not be limited to, in addition to price the following:

1. The ability, capability, and skill of the bidder to perform under the terms of the bid documents including past performance and references received, if available.
2. Whether the bidder can provide the supplies/materials or services promptly, or within the time specified in the bid documents without delay or interference and at the accepted price.
3. The character, integrity, reputation, judgement, experience, and efficiency of the bidder as reflected in past performance, credit reports, and Better Business Bureau report, or other records or reports.
4. The sufficiency of the financial resources and ability of the bidder to obtain and perform the purchase or contract.

5. The ability and location of the bidder to provide future maintenance and/or service for the purchase and the financial impact upon the University to receive such future maintenance or service.
6. The number and scope of alternative terms and conditions attached to the bid.
7. Whether the bidder is in arrears to the University on a debt or is in default to the University, other educational or governmental institution, or the bidder's business tax receipt or state registration is delinquent or void.

Invitation to Bid (ITB) is the least formal review process and the award of the purchase order or contract is to the lowest price, responsive, and responsible bidder. The Procurement & Contracts office coordinates with the requesting department to determine if the lowest bid price is responsive (i.e: complies with the University's scope or specification). A review of the bid is required to determine if it conforms to the requirements stated in the solicitation. If the lowest bid price is found to be non-responsive, then the next low bidder will be evaluated and so on until a responsive bidder is found. When the lowest bidder is found non-responsive or responsible, this determination will be in writing with the appropriate documentation. The Procurement Manager reserves the right to challenge any award recommendation of the requesting department. The President shall be the sole and final determination for award in the case of bid dispute or protest.

The Board of Trustees will approve bid award recommendations wherein the award to a bidder exceeds \$500,000.00, unless previously exempted or approved. The requesting department is responsible for drafting an executive summary and assuring appropriate approvals are obtained prior to forwarding to the Procurement Manager and VP of Fiscal Affairs/CFO for review. The VP of Fiscal Affairs/CFO will submit the summary to the President and Board of Trustees. Award will not be final until authorization is granted for issuance of a purchase order or contract execution by the Procurement & Contracts office.

TIE BIDS: Award of all tie bids shall be made by the Procurement Manager determination in accordance with precedence being granted if the following order: state certified minority business, local business (Daytona Beach office), or certified drug-free workplace. The final determination shall be a coin-toss (in the case of two vendors) or blind picking of name selection (in the case of 3+ vendors).

WAIVER OF IRREGULARITIES: The Procurement Manager on behalf of the University shall have the authority to waive any and all minor irregularities in any and all formal bid solicitations.

REQUEST FOR PROPOSAL (RFP): The University will make award to the proposal that meets the requirements and criteria set forth in the solicitation and whose award will, in the opinion of the University, be in the best interest of the University. Proposals shall be evaluated based on the requirements set forth in the solicitation. Criteria that will affect the price should be considered in the evaluation which will be objectively measurable such as: financial strength, capability, methodology/approach, references, past performance, total or life cycle costs, location, and overall responsiveness of the submittal. No criteria should be used in the evaluation that is not set forth in the solicitation.

Factors to be considered in determining whether the standard of responsibility has been met include whether, in the University's determination, a prospective vendor/contractor has:

1. Appropriate and available financial, material, equipment, facility, and personnel resources, experience, knowledge, and expertise, or the ability to obtain them, necessary to indicate its capability to meet all contractual requirements.
2. A satisfactory record of performance on similar projects
3. Qualified legally to contract with the University
4. Supplied all necessary information in connection with the RFP concerning responsibility including but not limited to licenses, permits, insurance, price proposal, or required organizational papers.

The solicitation for RFP's shall state the relative importance of price and other evaluation factors. Award can be made to the most responsive and responsible respondent whose proposal is determined to be the most advantageous to the University in accordance with the evaluation criteria contained in the RFP. Evaluation of respondents and/or proposals may be made in a proposal process as set forth in the RFP. An evaluation committee shall be comprised of a minimum of three (3) university members which may include at least one (1) department head who demonstrates knowledge and interest in the product or service. Discussions and/or interviews may be conducted with the responsive vendors/contractors who submit proposals determined to be reasonable susceptible of being selected for award for the purpose of clarification to assure full understanding of, and conformance to, the solicitation requirements. A notice of this meeting shall be distributed and scheduled at least 72hrs in advance of the meeting(s). Respondents shall be accorded fair and equal treatment with respect to the opportunity for discussion and supplement of proposal during this phase may be permitted prior to award for the purpose of obtaining best and final offers. Conducting "Best and Final Offers" shall be permitted as a way of clarification and to make minor changes to the scope. In conducting discussion, there shall be no exchange of information regarding the content or feasibility of the proposal to competing respondents/offers.

REQUEST FOR QUALIFICATIONS(RFQ)/PROFESSIONAL SERVICES - Consultant's Competition Negotiation Act (CCNA):

All requirements for professional services/CCNA, as defined in Chapter 287.055, Florida Statutes shall be publicly advertised once in a newspaper of general paid circulation or as otherwise indicated in Florida Statutes. Allowable exceptions to public advertisement include:

1. Projects involving an emergency, pursuant to Section V of the Purchasing Manual.
2. Basic construction of the completed project is estimated to be less than THREE HUNDRED TWENTY-FIVE THOUSAND AND 00/100 DOLLARS (\$325,000.00) or defined as category five in Florida Statutes, Section 287.017, whichever is greater.
3. Fee for professional services for a planning or study activity is estimated to less than FIFTY THOUSAND AND 00/100 DOLLARS (\$50,000.00) or defined as category two in Florida Statutes, Section 287.017, or as may be amended, whichever is greater.

A Project Manager (PM) for acquisition of professional and consultant services under an RFQ should suggest recommendations for appointment of evaluation committee members who have knowledge and interest in the project. The Procurement Manager shall chair the meetings and will serve as a liaison and non-voting member during the process. The evaluation committee shall determine and score specific qualifications necessary for the project consultant and specify the number of awards to be made. A notice of this meeting shall be distributed and scheduled at least 72hrs in advance of the meeting(s). Respondents shall be accorded fair and equal treatment with respect to the opportunity for discussion and supplement of proposal during this phase. The Procurement & Contracts office shall make a finding that the firm or individual to be employed is duly qualified to render the required service. The evaluation committee shall review statements of qualification and performance information submitted in

the response and shall select in order of preference no fewer than three (3) firms or individuals responding to the solicitation. Consultant evaluation criteria shall include, but not limited to: work approach, ability and experience of assigned personnel, past performance, firm history and experience, % of availability, state certified minority business enterprise, location, and work previously awarded to firm/individual by university. The University will interview all selected firms or individuals and proceed with the evaluation process. Upon scoring, final selection, and recommendation for award, the Procurement Manager shall negotiate with selected most highly qualified consultant(s) regarding bill rates to be applicable to the contract. Should the University be unable to negotiate a satisfactory contract with the firm considered to be the most qualified at a price the University determines to be fair, competitive, and reasonable, negotiations with that firm will be formally terminated. The University shall then undertake negotiations with the second most qualified. Failing accord with the second most qualified firm/individual, the University must terminate negotiations. The University shall then undertake negotiations with the third most qualified firm/individual. Should the University be unable to negotiate a satisfactory contract with any of the selected firm/individuals in the order of their competence and qualification and continue in accordance with the prior requirements until an agreement is reached.

The President or Board of Trustees will approve award recommendation per established approval and solicitation thresholds. The requesting department is responsible for drafting an executive summary and assuring appropriate approvals are obtained prior to forwarding to the Procurement Manager and VP of Fiscal Affairs for review. The VP of Fiscal Affairs will submit the summary to the President or Board of Trustees. Award will not be final until authorization is granted for issuance of contract for execution by the Procurement & Contracts office.

During the use of the executed contract, the University department is solely responsible and shall make determination regarding equitable distribution of service and or future work assignments (task orders). In making such determination, the University shall conduct a detailed analysis of the cost of the professional services required in addition to considering their scope and complexity. Each individual work assignment (task order) is subject to approval as established in the approval threshold limits.

INVITATION TO NEGOTIATE (ITN):

An invitation to negotiate (ITN) is a competitive sealed process that is used for a highly specialized, variable service and/or commodity. The goal of this solicitation is for the identification of an optimal outcome or solution that best meets the needs of the University thus achieving “the best value”. Examples include, but not limited to the following:

1. Non-standardized service or commodity
2. Customized service or commodity
3. Highly technical and complex service or commodity
4. Reengineered business process
5. Innovative solutions
6. Performance based contracts
7. Outsourcing of university functions
8. Limited availability of competition
9. Highly professional services required
10. Multiple options may exist for achieving desired results

There shall be an evaluation committee with a minimum of three (3) university members. Potentially, B-CU may need to hire a consultant(s) to assist with review/development of a scope of work; therefore, the hired consultant may serve as an evaluation member and/or advisor to

the evaluation committee. Consultant(s) expenses will be the responsibility of the requesting department.

The Procurement Manager shall chair the meetings and will serve as a liaison and non-voting member during the process. The evaluation committee shall determine and score specific qualifications necessary for the project consultant and specify the number of awards to be made. A notice of this meeting shall be distributed and scheduled at least 72hrs in advance of the meeting(s). Respondents shall be accorded fair and equal treatment with respect to the opportunity for discussion and supplement of proposal during this phase. The Procurement & Contracts office shall make a finding that the firm or individual to be employed is duly qualified to render the required service. The evaluation committee shall review statements of qualification and performance information submitted in the response and shall select in order of preference no fewer than three (3) firms or individuals responding to the solicitation. Evaluation criteria shall include, but not limited to: staffing, experience, quality control, past performance record, references, and willingness to meet time and/or budget requirements and other factors as determined. The University will interview (which may include a presentation) all selected firms or individuals and proceed with the evaluation process. Upon scoring, final selection, and recommendation for award, the Negotiation Committee will be formed and may consist of a subset of the Evaluation Committee but must include the University's General Counsel and any other staff deemed as necessary.

There are two negotiation methods:

1. Single Negotiations; or
2. Concurrent Negotiations

For single negotiations, B-CU negotiates with the top ranked proposer. If negotiations and "best and final offer" do not result in a satisfactory contract being negotiated with the top ranked proposer, negotiations will formally terminate and continue with the next ranked proposer and so on until a satisfactory contract can be negotiated.

For concurrent negotiations, B-CU negotiates simultaneously with two or more top ranked proposers. Negotiations continue simultaneously until a "best and final offer" is reached resulting in a satisfactory contract.

After negotiations and "best and final offer", the final official intent to award is then posted for 72-hours. After the 72-hour period, the award will be made.

The President or Board of Trustees, if applicable will approve award recommendation per established approval and solicitation thresholds. The requesting department is responsible for drafting an executive summary and assuring appropriate approvals are obtained prior to forwarding to the Procurement Manager and VP of Fiscal Affairs for review. The VP of Fiscal Affairs will submit the summary to the President or Board of Trustees. Award will not be final until authorization is granted for issuance of contract for execution by the Procurement & Contracts office. The final negotiated contract agreement must be fair, competitive, and reasonable.

REQUEST FOR INFORMATION (RFI):

A request for information (RFI) is a process whose purpose is to collect written information about the capabilities and current trending methodologies from various suppliers. This solicitation is for comparative purposes in order to gain general knowledge, develop strategy, or for research in order to formulate a future procurement. The responses received in no way

obligate the University to pursue an agreement with a supplier. This is a valuable tool of finding viable sources of goods or services to formulate goals and objectives by the department in order to meet or define future requirements and timeline in preparation for a solicitation.

SOLICITATION PROTEST:

Any adversely affected party that wishes to challenge the terms, conditions, criteria, or scope/specification of the procurement as unfair, biased, not necessary, impossible to meet, or other substantive objection, must file a written notice of intent to protest within 72 hours of tabulation posting or after receipt of B-CU decision or intended decision or the issue is forever waived.

- A. Within 72-hours after the notice of intent to protest is filed, the affected party must file a formal written notice of protest with the Procurement Manager stating the challenge basis and the specific terms, conditions, or scope/specification which has been violated.
- B. The written statement should address how and when the party filing the protest received notice of solicitation or notice of B-CU's intended or actual contract showing that B-CU's decision was clearly erroneous, contrary to competition, arbitrary, or capricious; with particularity, the facts upon which the protest is based. The statement must define and outline all issues of disputed material facts; a concise statement of the ultimate facts alleged, as well as the form of relief to which the party deems itself entitled; and any other information which the party contends is material.
- C. Upon receipt of the formal written notice of protest, the Procurement Manager will resolve the matter within ten (10) business days after receipt of the formal written notice of protest. The Procurement Manager will have the sole and final decision pertaining to said protest issue and shall act in the best interest of the University.

SURETY GUARANTEE/BONDS AND BID SECURITY:

The Procurement & Contracts office is responsible for ensuring that surety bonds are maintained. Before commencing work on project, repairs, or service on university property, the Contractor shall deliver to the Procurement & Contracts office any required performance or payment bond which will become part of the file records of Bethune-Cookman University. The bonds must state bond number, the name and principal business address for both the principal and the surety and must contain a description of the project or service sufficient to identify it.

REQUIREMENT FOR BID SECURITY: Bid security shall be required for all competitive sealed bidding for capital items, asset, improvements, and construction where the price is estimated to exceed ONE HUNDRED THOUSAND AND NO/100 DOLLARS (\$100,000.00) or when the Procurement Manager or designee deems appropriate. Bid security shall be an original bond provided by a surety company authorized to do business in the State of Florida or the equivalent in the form of cash, cashier's or certified check, or official bank letter of credit. NOTE: No company or personal check will be accepted. The Procurement Manager may require bid security for any type of bid (ITBs) or proposal (RFPs)solicitations. The amount of the bid security shall not exceed five percent 5% and shall be indicated in the solicitation and/or contract documents. When the ITB or RFP requires security, non-compliance requires that the solicitation submittal be rejected.

As determined by the Procurement Manager or designee, the following bonds or security shall be delivered to the Procurement & Contracts office and shall become binding on the parties upon the execution of the contract:

1. Performance Bond: A performance bond satisfactory to the University, executed by a surety company authorized to do business in the State of Florida or otherwise secured in a manner satisfactory to the University in an amount equal to one hundred percent (100%) of the price specified in the contract.
2. Payment Bond: A payment bond satisfactory to the University, executed by a surety company authorized to do business in the State of Florida or otherwise secured in a manner satisfactory to the University, for the protection of all persons supplying labor or materials to the Contractor or its subcontractors for the performance of the work or service provided in the contract. The bond shall be in an amount equal to one hundred percent (100%) of the price specified in the contract.
3. Maintenance Bond: A maintenance bond satisfactory to the University, executed by a surety company authorized to do business in the State of Florida or otherwise secured in a manner satisfactory to the University, to insure the University as "owner" of completed construction project for a specified time period against defects and faults in materials, workmanship, and design that could arise later due to inferior workmanship for a minimum period of one (1) years unless otherwise specified.

Nothing in this section shall be construed to limit the authority of the University to require a performance bond or other security in addition to those bonds or in circumstances other than specified in this section.

CONTRACTS AND CONTRACT PROCESSING:

Contracts whenever required, the successful awardee shall promptly execute a formal contract to be approved as to its form, terms and conditions by the Office of Legal Affairs (OLA) and to be signed by the proper authorized signatory for the company. When required, such Contractor shall also execute and deliver to the Procurement & Contracts office a good and sufficient performance and/or payment bond in the amount specified in the solicitation. Any Contractor who has a contract awarded to him/her and who fails to execute promptly and properly the required contract and bond shall forfeit his/her certified bid surety/bond. Upon the execution of the contract by the successful awardee, his/her bid surety shall be returned, and his/her bid surety will be released. Any certified check, or cash tender(money) of unsuccessful respondents shall be returned upon expiration of tabulation posting period.

PURPOSE: The University contracts for a various number of products and services. Formal contracts are executed to attest to definitive obligations of goods, services, and/or payment obligation of monies between Bethune-Cookman University and others, as approved by the President, Board of Trustees, or as delegated. Contracts will be issued in conjunction with either a blanket (BPO) or contract (CPO) purchase order, which will be used as the payment tool for the contract.

DEFINITION: A written agreement between two or more competent parties that defines a product, job, or service to be performed and which is legally enforceable.

WHEN PREPARED: Contracts are prepared after a recommendation of award of a quote, bid, proposal, qualifications are received, or in absence of competition prior to approval by the President or Board of Trustee, as appropriate.

HOW PREPARED: The Procurement & Contracts office will prepare and coordinate contract activity, including contract preparation, legal reviews, signatory execution, amendments, modifications, change orders, and renewals unless delegated, and any other activity as determined by the President.

PROCEDURE: All requests for contract preparation will be sent to the Procurement & Contracts office. The dollar thresholds for procurements will be followed unless exempt or prior Board of Trustees approval. Contracts with no dollar value will be signed by the Procurement Manager unless the President wishes to approve or have Board of Trustees approve.

A draft contract will be prepared by the Procurement & Contracts office and sent for review to the Contractor, Office of Legal Affairs, and the requesting department. If required, the VP of Fiscal Affairs will submit a draft copy with an executive summary to the President and/or Board of Trustees for the approval of the award and contract. All review and revision comment requests will be routed to the Procurement & Contracts office. The contract will be revised, and two (2) copies will be routed for signature from the following parties:

- Contractor/Vendor
- Procurement Manager
- VP of Fiscal Affairs and/or Executive VP & Chief Innovation Officer
 - Legal Affairs Officer/General Counsel
 - President (if applicable)

The VP of Fiscal Affairs will ensure the President's signature is obtained as required and affix the University seal or official notary. The documents shall be returned to the Procurement & Contracts office for distribution. If multiple departments require the documents, copies will be made and distributed to departments. If the contract involves the collection of revenue, the Fiscal Affairs/Accounts Payable will be sent a copy of the contract. The Office of Legal Affairs (OLA) will record and retain all officially approved and executed original contract documents.

RESPONSIBILITY: The Procurement & Contracts office and affected department will monitor the contract for compliance with the terms and conditions of the contract. The Procurement & Contracts office will monitor the contracts for procedural, legal, and statutory compliance, and assist with dispute resolution.

SECTION X PROCUREMENT CARD (PCards)

PURPOSE: The procurement card (PCard) program is a delegation of procurement authority by the President and VP of Fiscal Affairs to the University departments. Each department head and authorized proxy must control the proper use of his/her department's cards issued.

ADMINISTRATION: Each department head shall determine who in their department should have a university PCard. The "Procurement Card (PCard) Agreement" form and "Procurement Card (PCard) Approver Application" form is used to secure stated card. All forms must be completed, filled out and signed by the appropriate individual(s) and returned to the Controller's Office. New cardholders will receive training and must sign the agreement signifying they understand and accept the responsibility associated with the PCard.

1. **SUPPORTING DOCUMENTATION:** Every transaction to the PCard require supporting documentation suitable for auditing purposes to include: recipient's name, date, expense description, transaction amount, and vendor name.
2. **MAKING CHANGES TO THE PCARD:** Any changes to the PCard will require the department head's signature approval. Any changes to the established single transaction and overall card limit amounts must have the Controller's (or designee) signature approval. Changes to fields other than controls can be made with only the cardholder's and approving department head's signatures.
3. **TRANSFERRING CARDS BETWEEN DEPARTMENTS:** Sharing a PCard is expressly prohibited.
4. **CLOSING THE CARD ACCOUNT:** If the cardholder leaves the University or no longer requires a card, the department head is responsible for collecting the PCard. The card should be cut in half and submitted to the Controller along with written notification of the reason for closing the account. If the card cannot be collected from the cardholder, notify the Controller immediately.
5. **LOST OR STOLEN CARDS:** If a PCard is lost or stolen, immediately notify the Controller and issuing bank. The cardholder must also notify his/her approving department head or proxy official
6. **PCARD LIMITATION:** Before making any purchase, cardholders should always check and utilize existing B-CU resources or contracts first prior to engaging transaction from another source. Covered items should be purchased from the designated department or contracted vendor.

***IF/WHEN IN DOUBT, CONTACT THE CONTROLLER'S OFFICE BEFORE
PURCHASING AN ITEM.***

SECTION XI DO NOT BUY LIST

The following items may NOT be bought using the purchase order or procurement card (PCard) without written approval of University President and VP of Fiscal Affairs/CFO. If approved, a requisition and purchase order must be used.

1. Cellphones
2. IT/Computer related equipment or software. NOTE: Exception to IT/computer related equipment or software is granted to CIT Department to support operational requirements. Departments are required to contact CIT Department for approval "Vendor Justification/Price Verification" form of any/all equipment and/or software that interfaces with computer.
3. Petroleum products (fuel/gas, bulk oil, etc.)
4. Telephone or Prepaid Cards
5. Cash Advances
6. Alcoholic Beverages
7. Ammunition or Weapons
8. Gift Cards. NOTE: Exception to purchasing gift cards with procurement card (p-card) is made when purchasing gift cards for employee or student recognition ceremonies. Such purchases required Department Head, VP, and President approval using "Gift Card Authorization" form is to be attached to the receipt for the gift cards and then to the cardholder's expense report. A copy of the approved "Gift Card Authorization" form is to be sent to VP of Fiscal Affairs/CFO with the list of all recipients and the amount of each individual gift card distributed (for tax purposes as gift cards are taxable items).
9. Personal purchases or memberships (Amazon prime, BJ's Sam's Club). NOTE: Any personal purchase must be reimbursed immediately for the amount. In the event of willful or negligence of this obligation, the University shall take any recovery action deemed appropriate, that is permitted by law.
10. Sporting event tickets
11. Hazardous or Radioactive materials
12. Bail or Court Costs
13. Betting, casino/gaming, or off-track/online betting
14. Dating and/or escort service
15. Construction/Renovation
16. Food or beverages for office (coffee, water, snacks)
17. Furniture (PCard)
18. Any single item costing over \$4,999 (PCard)
19. Prescription drugs
20. Animals
21. Flowers/Gifts
22. Jewelry
23. Consulting Services (PCard)
24. Items that require additional review for regulatory compliance (PCard)
25. Existing B-CU resources of contracts (PCard Limitation) purchase from alternative vendor

ANY VIOLATION AND/OR MISUSE WILL RESULT IN IMMEDIATE DISCIPLINARY ACTION UP TO AND INCLUDING TERMINATION AND/OR CRIMINAL PROSECUTION.

SECTION XII INSURANCE

INSURANCE REQUIREMENTS FOR VENDORS, CONTRACTORS, AND SERVICE PROVIDERS:

1. **Obligations of Vendors**

Vendors (whether corporation, sole proprietorship or partnership) shall procure and maintain during the term of the contract insurance of the types of coverages and minimum limits as identified here and shall provide the Bethune Cookman University with Certificate(s) of Insurance evidencing these coverages prior to the beginning of the contract.

- It is the responsibility of the Vendors to become familiar with B-CU's insurance requirements and to ensure that they can meet these requirements prior to signing of any contract(s). Please provide this exhibit to your insurance agent so the correct certificate can be issued without delay.
- No Vendor shall provide contracted services, and shall not be paid for any contracted services, until proper certificate(s) of insurance have been submitted to and approved by B-CU. All required insurance policies shall be written by a company(s) authorized to do business in Florida. B-CU shall not be liable to any person for the failure of the Vendor to carry specified insurance.
- If any part of any coverage includes a deductible, self-insurance, a captive insurance company or a fronting arrangement, the amount so covered must be disclosed on the certificate or in a separate letter from the Vendor and shall be the responsibility of the Vendor. B-CU reserves the right to approve of this coverage.
- The Contractor shall purchase and shall require each of the sub-contractors to secure and maintain during the life of the service, contract, or sub-contract. Insurance of the type specified herein or insure the activities of Supplier/Contractor and his/her subcontractors in his/her policy as specified.
- Any service or work being conducted on and/or behalf of the University shall provide a Certificate of Insurance (COI) listing "Bethune Cookman University as an **additional named insured** and certificate holder on the liability insurance policies.
- All insurance carriers selected by contractor must be rated "A-" or above in the most recent edition of the "A.M. Best's Key Rating Guide."

2. CERTIFICATE HOLDER: Bethune-Cookman University, 640 Dr. Mary McLeod Bethune Blvd. Daytona Beach, Florida 32114

3. **Insurance Requirements**

A. *General Liability*

- Each occurrence: \$1 million
- Damage to premises: \$500,000
- Medical Expenses (Any one person) \$10,000
- Personal & ADV Injury \$1 million
- General aggregate: \$1 million
- Products-COMP/OP AGG: \$1 million
- The "COMMERCIAL GENERAL LIABILITY" box must be checked
- The "OCCUR" box must be checked

B. *Automobile Liability*

- The box(es) that is/are checked must include a check in the box for Any Auto or All Owned, Hired and Non-Owned Autos
- Combined Single Limit coverage: \$1 million.

C. *Worker's Compensation*

- The Supplier/Contractor shall maintain during the life of this agreement, Workers Compensation Insurance for all employees connected with the work. In any work is being sublet, the Supplier/Contractor shall require the subcontractor to provide Workers Compensation Insurance for all subcontractor employees unless such employees are covered by the protection afforded by the Supplier/Contractor. Such insurance shall comply fully with the Florida Workers Compensation Law.

In case any class of employees engaged in hazardous work at the location is not protected under the Workers Compensation Statute, the Supplier/Contractor shall provide, and cause each subcontractor to provide adequate insurance satisfactory to purchaser or University, for protection of his employees not otherwise protected. Workers Compensation insurance must be in compliance with the State of Florida statutory minimum limits as defined in (F.S. 440).

D. Excess/Umbrella

- Excess/umbrella coverage must be per occurrence \$500,000.

4. **INDEMNIFICATION:** As a part of the consideration provided hereunder by the University, B-CU and Supplier/Contractor agree that Supplier/Contractor shall indemnify and hold harmless the University, and all its faculty, staff, board of trustees, officers, directors, and agents from any claim, loss, damage, cost, charges, or expenses arising out of any act including defense costs and attorney's fees, arising out of Supplier/Contractor and persons employed or utilized by Supplier/Contractor in the performance of the product or service. Any action, neglect, or omission by the Supplier/Contractor, whether direct or indirect, or whether to any person or property to which the University or said parties may be subject, except that neither the Supplier/Contractor nor any of its subcontractors will be liable under this section for damages arising out of injury or damage to persons or property directly caused by or resulting from the sole negligence of the University or any of its faculty, staff, board of trustees, officers, directors, or agents.

Accordingly, the University shall notify Supplier/Contractor promptly in writing of any claim or action taken against B-CU in connection with the product or service in connection with the agreement. On such notification, the Supplier/Contractor shall promptly take over and defend any claims or actions. B-CU shall have the right and option to be represented in any such claim or action by counsel of its choice.

- *** Renewal Certificates of insurance (COI's) shall be provided annually until all work is completed.

FORMS



BETHUNE-COOKMAN UNIVERSITY QUOTE REQUEST

640 DR. MARY MCLEOD BETHUNE BLVD.
DAYTONA BEACH, FL 32114

COMPANY NAME:

ADDRESS:

PHONE #:

FAX#:

CONTACT NAME:

EMAIL:

***Please fill in correct address and contact information above

Bethune-Cookman University of behalf of _____ (DEPT) _____ is requesting a price quote to purchase _____.

The description of the item/service is representative of preferred style, intent, and features. Quotes must have product/service overview, item specifications, and sample picture (if applicable) with submittal. A purchase order shall be issued to awarded company. The University reserves the right to make any changes to this quote request, or to reject any and all price quotes, or parts of any and all quotes, or accept any quote or portion thereof deemed to be in the best interest of the University, or postpone, or cancel this quote request at any time. The Procurement Manager may waive any irregularities in this quote or in the offers received as a result of quote request. The University also reserves the right to request clarification or information from any vendor that submitted a price quote. The University is not liable for any expenses incurred by a company as a result of being a respondent to this request.

- Quote to be submitted on and/or before **(DATED)** @ **(TIME)**EST to Bethune-Cookman University:(DEPT) located at 640 Dr. Mary McLeod Bethune Blvd., Daytona Beach, FL 32114. via email: _____ or fax# _____.
- SPECIFICATION/SCOPE: The product(s) or service must be made and/or able to perform under requested use and storage conditions as detailed. Please include data/technical information and photo image (if applicable) of proposed item with quote submittal for review.
- PRICING: _____ Total Cost
All prices must be firm for the item(s)/service listed herein. Quote stipulating "price in effect at time of shipment", "start", or other similar conditions will be considered not responsive to the quote request and will not be accepted.

DESCRIPTION	QTY	UNIT PRICE	TOTAL PRICE	EXCEPTION: Alternative/Comments (Please detail)

- VALIDITY: Price bid in the quote request must remain valid for a period of ninety (90) days from the date of the quote opening unless stipulated otherwise in the document (including all issued addenda).

5. DELIVERY TIME: _____ (calendar days). Delivery shall be made to the following location address: _____. For projects and/or services, Vendor will indicate the anticipated time to complete each time in calendar days and a final schedule to show total amount of days needed to complete overall.
B-CU DELIVERIES TO: Central Receiving, 169 N. Lincoln St., Daytona Bch, FL 32114.

6. DESIGN/ARTWORK APPROVAL: Any needed design or artwork approval must be submitted and approved in writing within fourteen (14) days from university department representative: _____ at email: _____.

7. ALTERNATIVE/SUBSTITUTIONS: Any alternative or substitutions to the specifications or scope must be clearly delineated, properly marked, and submitted with quote (use separate sheets of paper and make document information part of the submittal).

NOTE: Requests for substitution/alternative "or equal" will be considered unless specifically prohibited. Bethune-Cookman University shall be the sole and final determination of equivalence and acceptance of product item or service based on submittal information.

8. INSURANCE (if applicable): Prior to the start of service/work, the awarded company and its sub-contracts (if indicated) shall procure, maintain, and provide proof of insurance certificates in accordance with the requirements outlined and contained herein. Proof of coverage shall be submitted no later than ten (10) days prior to the commencement of service and such coverage shall be maintained by the company for the duration of the service or contract period, for occurrence policies. Claims made policies must be in force or that coverage purchased for two (2) years after the service/contract completion date.

- General Liability (per occurrence): Coverage shall be as broad as Commercial General Liability endorsed to include broad form. The "COMMERCIAL GENERAL LIABILITY" box must be checked. \$1,000,000.00 per occurrence; \$500,000 for damage to premises; \$10,000 (any one person) medical expenses; \$1,000,000 personal & ADV injury; combined single limit for bodily injury liability, property damage liability, and minimum limit of \$1,000,000.00 per aggregate. The "OCCUR" box must be checked.
- Commercial Automobile Liability: The box(es) that is/are checked must include a check in the box for "Any Auto or All Owned, Hired, and Non-Owned Autos". Combined single limit coverage \$1,000,000.00.
- Worker's Compensation: The Supplier/Contractor shall maintain during the life of this agreement, Workers Compensation Insurance for all employees connected with the work. In any work is being sublet, the Supplier/Contractor shall require the subcontractor to provide Workers Compensation Insurance for all subcontractor employees unless such employees are covered by the protection afforded by the Supplier/Contractor. Such insurance shall comply fully with the Florida Workers Compensation Law.

In case any class of employees engaged in hazardous work at the location is not protected under the Workers Compensation Statute, the Supplier/Contractor shall provide, and cause each subcontractor to provide adequate insurance satisfactory to purchaser or University, for protection of his employees not otherwise protected. Workers Compensation insurance must be in compliance with the State of Florida Statutory minimum limits as defined in (F.S. 440).

- Excess/Umbrella: Excess/umbrella coverage must be per occurrence \$500,000.

BETHUNE-COOKMANUNIVERSITY RESERVES THE RIGHT TO CHANGE OR MODIFY LIMITS OF LIABILITY OR COVERAGE FOR SERVICE/PROJECTS OF AN UNSUAL SIZE OR RISK.

*** Renewal Certificates of insurance (COI's) shall be provided annually until all work is completed.

- 9. DEPOSIT: The University shall not be responsible for any pre-payment or deposit. B-CU shall issue a purchase order as commitment and legally binding agreement to pay or product and/or services rendered upon satisfactory receipt, inspection, and acceptance in accordance with State of Florida Prompt Payment Act 218.70.
- 10. AWARD (Purchase Order): The Procurement Manager shall be the sole judge of the quote and the resulting agreement that is in the best interest, and its decision shall be final.
- 11. CONTACT: All questions should be directed to: _____ at ph# _____, fax# _____ or email: _____ . Questions regarding the resulting purchase order, procurement policies, or discrepancies shall be directed to April Chapman, Procurement Manager at ph#386-48-2357 or email: chapmanap@cookman.edu .
- 12. HOLD HARMLESS & INDEMNIFICATION CLAUSE: The Company shall, during the term of the transaction or agreement including any warranty period shall hold harmless the University, its faculty, staff, board of trustees, officers, directors, or agents from any claim, loss, damage, cost, charges, or expenses arising out of any act including defense costs and attorney's fees, arising out of performance. Any action, neglect, or omission by Company, whether direct or indirect, or from any claims or amounts arising from violation of any law, bylaw, ordinance, regulation, or decree whether to any person or property to which B-CU or said parties may be subject. The Company agrees that this clause shall include claims involving infringement of patent or copyright.

Accordingly, the University shall notify Supplier/Contractor promptly in writing of any claim or action taken against B-CU in connection with the product or service of the agreement. On such notification, the Supplier/Contractor shall promptly take over and defend any claims or actions. B-CU shall have the right and option to be represented in any such claim or action by counsel of its choice.

I have read and agree to all terms and conditions of Bethune-Cookman University adopted procedures and the purchase from the University per the above stated quote request. I have fully reviewed the specification/scope and associated details and agree to provide the product/service herein.

The undersigned declare that as the person signing this quote is fully authorized to sign on behalf of the company listed to fully bind the company to all terms of the quote request. Thereby agrees that no person, persons, or company other than the company listed above or as otherwise indicated has any interest whatsoever in this quote or resulting contract that may be entered into as a result of the submittal and that in all respects is legal and firm, submitted in good faith without collusion or fraud.

Authorized Signature

Date

Printed Name

Title

Please return "Request for Quote" via email or fax to the above listed department/person.
DUE DATE/TIME: (DAY), (DATE) BY (TIME) P.M.

REQUEST FOR CHANGE ORDER

Vendor Name: _____ Vendor #: _____

Purchase Order #: _____

PLEASE COMPLETE ALL APPLICABLE LINES & RETURN TO PROCUREMENT & CONTRACTS OFFICE.

1. CHANGE IN BUDGET ACCOUNT NUMBER(S)

Change in Account Number(s)	NOTE: Change orders pertaining to "GRANT FUNDED" purchases require review and approval of Executive VP & Chief Innovation Officer		
Previous FUND DEPT ACCOUNT PROG/EXPENSE	\$Amount or %	New FUND DEPT ACCOUNT PROG/EXPENSE	\$Amount or %

2. CHANGE TO LINE/ITEM(S)

PREVIOUS LINE/ITEM				
Item/Line#	Quantity	Unit of Measure	Unit Price	Description
CHANGE/ADDITION TO LINE/ITEM				
Item/Line #	Quantity	Unit of Measure	Unit Price	Justification/Reason
NEW LINE/ITEM				
Item/Line #	Quantity	Unit of Measure	Unit Price	Justification/Reason & FUND, DEPT, ACCOUNT, PROG/EXPENSE

3. CANCEL PO

CLOSE PO

Justification/Reason:		
DOES THE VENDOR NEED A COPY OF THIS CHANGE ORDER SENT TO THEM?	PLEASE CHECK ONE: YES <input type="checkbox"/> NO <input type="checkbox"/>	
REQUESTED BY:		
PRINT NAME	SIGNATURE	DATE
APPROVED BY: <i>Division/Dept. Head or Director</i>		
SIGNATURE	DATE	
AUTHORIZED BY: <i>Request requiring Procurement Manager and/or VP of Fiscal Affairs/CFO approval</i>		
SIGNATURE	DATE	
SIGNATURE	DATE	

4. OTHER ADDITIONAL COMMENTS: *Please explain in detail any additional comments related to the changes above attached on a separate sheet.*

REQUEST FOR SOLE SOURCE PURCHASE

A "sole source" procurement is a transaction without a competitive process, based on a **justification that only one know source/supplier exists** or other unique reason vendor can fulfil the requirements.

TO: B-CU PROCUREMENT & CONTRACTS OFFICE	FROM: _____ (DEPT) _____ Requisition #: _____
SUBJECT: Sole Source Request for the purchase of: _____	
Requested Vendor: Address: _____ City, State, Zip: _____ Contact: _____ Ph#: _____ Email: _____ Website URL: _____ Estimated Total: \$ _____ Is this a "NEW" Vendor with B-CU? YES <input type="checkbox"/> NO <input type="checkbox"/>	
Statement of Need: My recommendation for sole source is based upon an objective review of the product/service being required and appears to be in the best interest of the University. I know of no conflict of interest on my part or involved in any way with this request. No gratuities, favors, or compromising actions have been taken place. Neither my personal familiarity with particular brands, type of equipment, materials, or vendors has been a deciding influence on my request to sole source this particular item when there are other known suppliers to exist.	
<p style="text-align: center;">Sole Source Justification: Mark those that apply</p> <input type="checkbox"/> 1. OEM: Sole source request is from the original manufacturer or provider. There are no regional distributors (Attach manufacturer letterhead written certification confirming that no others exist). Item #4 must also be checked. <input type="checkbox"/> 2. Area Distributor: Sole source request is for the only area distributor for the manufacturer or product (Attach manufacturer letterhead written certification confirming designated vendor). Item #4 must also be checked. <input type="checkbox"/> 3. Standardized equipment or Not Interchangeable: The part/equipment cannot be interchanged with similar parts of another manufacturer or product. Explain in comments below. <input type="checkbox"/> 4. Specialized department needs: This is the only known item or service that will meet the specialized needs of this department or perform the intended function. Explain in the comments below. <input type="checkbox"/> 5: None of the above applies. A detailed explanation and justification for this sole source request in comments below. <input type="checkbox"/> 6: Preferred Vendor: A uniquely established vendor that is strategically beneficial to B-CU goals. Reason: _____ <i>(Explain in comments below or attach descriptive justification for review & approval by VP of Fiscal Affairs/CFO)</i>	
COMMENTS: <i>Attach separate sheet if necessary</i>	
REQUESTED BY: _____ <div style="display: flex; justify-content: space-between; width: 100%;"> PRINT NAME SIGNATURE DATE </div>	
AUTHORIZED BY: <i>Request requiring Procurement Manager or VP of Fiscal Affairs/CFO approval</i> <div style="display: flex; justify-content: space-between; width: 100%; margin-top: 20px;"> _____ _____ </div> <div style="display: flex; justify-content: space-between; width: 100%;"> SIGNATURE DATE </div> <div style="display: flex; justify-content: space-between; width: 100%; margin-top: 20px;"> _____ _____ </div> <div style="display: flex; justify-content: space-between; width: 100%;"> SIGNATURE DATE </div>	



QUOTE TABULATION FORM

INSTRUCTION FOR COMPLETION:

- 1) Per B-CU Procurement Policy, purchases over \$5,000 and \$49,999.99 require a minimum of three (3) vendor quotes.
- 2) Vendor quote must be written (i.e.: B-CU Quote Request Form or electronic BidNet submission)
- 3) All awards should be made to the vendor whose offer is in the best interest of B-CU.
- 4) Awards based on "best value" due to other factors shall be indicated below in comments.
- 5) Upon consideration of all factors, if quote meets B-CU's needs, the award will be made and a purchase order or other relevant binding agreement shall be issued.

DESCRIPTION OF OVERALL ITEM/SERVICE REQUESTED: _____

Quote Tabulation Summary			
Vendor Name	City/State	Total Price	Enter "X" for selected vendor

Comments: Any award based on "Best Value" to B-CU. Please write a short summary below of why the vendor chosen is the best value if it is not the lowest quote.

Any person who is adversely affected by B-CU's decision or intended decision shall file a written notice of protest with the Procurement Manager **within 72 hours** after the posting (electronic or otherwise) of one of the following, whichever occurs first: (i) notice of decision or (ii) bid tabulation stating the intended decision. The nature of the protest must be followed within three (3) days of filing a formal written notice fully detailing all elements, which promulgated the protest. Upon receipt of the formal written notice of protest, the Procurement Manager will resolve the matter within ten (10) business days after receipt. The Procurement Manager will have the sole and final decision pertaining to said protest issue and shall act in the best interest of the University. Failure to file a protest within the time prescribed, shall constitute a waiver of proceedings.

*Disclosure Notice: All payments as a result of award shall be in accordance with Florida Prompt Payment Act 218.70 -80 upon receipt of a proper and satisfactory invoice submittal. By signing below, the person(s) certifies that all quotes recorded include all the companies that have been contacted for quotes and their replies are reflected accurately on this form.

*Name of the person completing this form: _____ Ext#: _____

Signature: _____ Date: _____

NOTE: THE COMPLETED AND SIGNED TABULATION FORM AND COPIES OF ALL WRITTEN QUOTED MUST BE ATTACHED TO THE PURCHASE REQUISITION.

BETHUNE-COOKMAN UNIVERSITY
Vendor Justification/Price Verification Form

Dept/Org Name: _____ Acct Code: _____ Date: _____

Vendor: _____ Please check one: Grant Contract Cooperative Agmt Solicitation

Bethune-Cookman University (B-CU) requires vendor selection justification and price verification for orders over \$5,000.00 purchased with Federal Government funds. Check the appropriate boxes below and file this form with your departmental award records. Contact Procurement at 386-481-2585, if you have any questions regarding this form.

\$5,000 and over: Requires competitive bidding for each and every purchase of \$5,000 and over. Please complete Section A. If only one bid is received, indicate bidder on Section A and complete Section C. For non-competitive purchases (i.e., sole/selected source, University-wide agreements, blanket purchase orders), complete Sections B and C.

Grants \$5,000 - \$9,999: Requires price analysis for each and every purchase. For purchases \$5,000 and over, please complete Section C.

\$50,000 & Over: Requires formal solicitation (1) basis for vendor selection, (2) justification for sole or selected source, and (3) basis for award price for each purchase of \$50,000 and over. Please complete Section A or Section B and Section C.

Section A

Lowest Competitive Bid (same item priced differently by several vendors). Record verbal or written quotation below. Please forward a copy of all bids and quotations to the B-CU Procurement Dept. for recordkeeping and audit purposes.

Vendor A _____ Total Price: _____
 Vendor B _____ Total Price: _____
 Vendor C _____ Total Price: _____

Section B

If the lowest bidder was not chosen, select ONE:

Selected Source (alternative vendors exist, but vendor selection was based on (a) technical requirements (e.g., precision, reliability, etc., or (b) past performance of alternative vendors (poor service level, unavailability of parts, etc.). Identify other sources considered and on what basis were they rejected.

Explain: _____

Sole Source (no other company is known to be capable of fully satisfying the requirements) *Note: "Request for Sole Source Purchase" form .

Explain: _____

Forward a copy of the vendor selection documentation to B-CU Procurement Dept.

Section C

Cost/Price Analysis: Select one or more of the following statements to indicate the bid price was fair and reasonable.

- The quoted prices incorporate discounts not available to the general public and reflect substantial savings (B-CU discount pricing).
- The quoted prices compare favorably to the in-house estimates at B-CU (i.e., University Info Systems, B-CU print shop and publication services) for similar items.
- The quoted prices were reviewed as part of B-CU's overall proposal by the Federal sponsoring agency and were found acceptable.
- The vendor has stated that the quoted prices are no greater than those charged to the vendor's most favored customer.
- The price was obtained from a current catalogue, cooperative/piggyback, or standard printed price list.
- Other: (i.e., Compatible/Approved Computer Equipment, Cost Analysis for construction projects)_____.

Department Authorization (Signature of the requestor and Dean/Sector Head who initiated the purchase).

Name (print) _____ Signature _____ Date _____ (requestor)

Name (print) _____ Signature _____ Date _____ (Dept Head)

Name (print) _____ Signature _____ Date _____ (C.I.T. Approval)*

**NOTE: Any purchase of computer related equipment, software, application, subscription require C.I.T. approval*



GIFT CARD AUTHORIZATION FORM

Department: _____

Date: _____

Total Amount: _____

Budget Account Number: _____

Description/ Purpose: _____

Description/Type of Gift Card: _____

Face Value of Gift Card: \$ _____

Cardholder/Purchased By: _____

Signature: _____

Date: _____

Approved By: _____

Signature: _____

Date: _____

*NOTE: If you are a Bethune-Cookman University employee or student, the value of your gift card is taxable under IRS regulations. A copy of this completed form must be submitted to Accounts Payable for processing at email: bcuaccountspayable@cookman.edu. By signing, Recipient understands and agree to these terms and conditions.

Recipient's Name (Please Print): _____

Signature: _____

Date: _____

B-CU Employee or Student ID#: _____

Email: _____

Non-Employee or Non-Student's last four digits of social security number: _____

Please send copy of completed form and P-card receipt to B-CU Accounts Payable