

CLARK ATLANTA UNIVERSITY

7.8.1 Purchasing Policy and Procedures



CLARK ATLANTA UNIVERSITY		
POLICY & PROCEDURE	Subject: University Purchasing	
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7.8.1 Purchasing Policy and Procedures

1.0 Policy Statement

All purchases of supplies, property, other goods, and services or any other commitments of Clark Atlanta University (University) resources must be processed in accordance with this Purchasing Policy, which provides guidelines for the effective management of procurement activities. Adhering to sound purchasing practices will allow the University to be aware of and identify all procurements and contractual commitments, and to capture contractor/vendor solicitation and or award information including, demographics, affirmative action initiatives, and financial obligations. The University sets requirements for an internal control framework that surrounds any purchase, whether it uses cash, charge cards, checks, or any other payment medium for the transaction.

2.0 Procurement Environment

The Purchasing Department supports sustaining and promoting a procurement environment that puts the University in the best possible position to acquire products and services in a timely and cost efficient manner to effectively run the institutions' educational and research activities or programs, while also making sure appropriate business processes are followed. Purchasing Department is the single point of contact for all centralized procurement activities.

2.1 Purchasing Authority

University Board of Trustees delegates the authority to procure supplies, property, goods, and services to the University President, who further delegates that authority within dollar thresholds to the Executive Vice President for Finance and Business Services. For operational purposes, the Executive Vice President of Finance and Business Services further delegates certain procurement authority to the management personnel within the Purchasing Department.

These are the only persons authorized to commit the University to contracts for the purchase, lease, rental, or acquisition of goods, services, equipment, or property. No other persons are authorized to commit the University to contractual agreements unless authorized by those individuals to do so. Proposed purchases over \$200,000 require approval from the Board of Trustees (Board Chair, Vice Chair, or Chair of Finance and Audit Committee).

Heads of academic departments and administrative units, **budget center manager** have approved budgets, and they and their appointed delegates are the only persons *authorized to request the purchase of* goods and services against such budgets.

2.1.1 Function and Responsibilities of the Purchasing Department

The Purchasing Department procures goods and services for the University and is responsible for the following:

- Establishing efficient purchasing procedures and initiating and designing necessary forms to implement statutory requirements and University policy;
- Initiating acceptable requisitioning and receiving procedures;
- Expediting purchase orders to ensure timely delivery;

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- Supplying cost estimates, specifications and general information to requisitioning departments;
- Recommending cost-reducing procedures in University procurement;
- Maintaining, managing, and accounting for central supplies inventory;
- Promoting the selection of competent competitive vendors;
- Securing best quotes/bids;
- Providing innovative purchasing services to the campus community, while managing and protecting the vital business transactions of the University; and
- Supporting of quality education, research, and teaching practices.

The Purchasing Department reserves the right to review and question any purchasing transaction.

Contact Information:

Purchasing Department, Division of Finance,
B008, T. W. Cole, Jr. Research Center for Science and Technology
Clark Atlanta University, Atlanta, GA 30314
Phone (404) 880-8411; E-mail: purchasing@cau.edu

- Normal operating hours are 9:00 am to 5:00 pm, Monday through Friday, and close on weekends and legal holidays.
- Walk-in for visitors is from 2:00 pm to 4:00 pm, all other times by appointment.

2.2 Ethics

2.2.1 Ethical Purchasing Principles – Purchasing Department

It is the policy of the Purchasing Department to adhere to the highest ethical standard in every aspect of our business. The adherence will be in accordance with the Code of Ethics of the National Association of Educational Procurement (NAEP), which:

- Give first consideration to the objectives and policies of the institution;
- Strive to obtain the maximum value for each dollar of expenditure;
- Decline personal gifts or gratuities;
- Grant all competitive suppliers equal consideration insofar as state or federal statute and institutional policy permit;
- Conduct business with potential and current suppliers in an atmosphere of good faith, devoid of intentional misrepresentation;
- Demand honesty in sales representation whether offered through the medium of a verbal or written statement, an advertisement, or a sample of the product;
- Receive consent of the originator of proprietary ideas and designs before using them for competitive purchasing purposes;
- Make every reasonable effort to negotiate an equitable and mutually agreeable settlement of any controversy with a supplier; and/or be willing to submit any major controversies to arbitration or other third party review, insofar as the established policies of the institution permit;

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- Accord a prompt and courteous reception insofar as conditions permit to all who call on legitimate business missions;
- Cooperate with trade, industrial, and professional associations, and with governmental and private agencies for the purposes of promoting and developing sound business methods;
- Foster fair, ethical, and legal trade practices;
- Counsel and cooperate with NAEP members and promote a spirit of unity and a keen interest in professional growth among them.

In all purchasing situations, Clark Atlanta University shall ensure that all purchases:

- Are sound, allowable, allocable, appropriate, and reasonable;
- Do not restrict fair competition;
- Are to be encouraged from small minority and women owned business, whenever possible;
- Use cost as a basis for selecting vendors when all other factors are considered equal;
- Consider such matters as contractor integrity, record of past performance, and technical specification of the product or service to be purchased;
- Include a clear, accurate description of the product or service to be purchased;
- Are free from any form of discrimination or reciprocity in the awarding of business; and
- Adhere to federal, state, and local laws and regulations.

2.2.2 Ethical Purchasing Principles – End Users

Ethical business standards shall govern all procurement transactions. Infractions of University policy are to be reported to the Purchasing Department, the department chair, Office of Compliance, and the Executive Vice President of Finance and Business Service/Chief Financial Officer, or Provost. Disciplinary action for those violating ethical business standards will be taken in accordance with applicable University policy, up to and including the termination of employment. Employees must be authorized to commit the University's resources to a purchase. Examples of improper use of purchasing authority include:

- Stringing or splitting a purchase into two or more smaller orders to avoid: (1) adhering to quote or bid requirements, (2) obtaining required approvals, or (3) requiring closer procurement scrutiny.
- Using an inappropriate account code.
- Conflict of Interest and/or poor ethical conduct.
- Not processing a purchase utilizing requisitions to purchase orders.
- Improper, misleading, or deceptive use of the Sole Source Justification or Bid documentation or any related information.

University personnel shall not solicit or accept a significant gift from a supplier or prospective supplier. A 'significant gift' is defined as an item, service, favor, monies, credits, or discounts not available to others which could influence purchasing decisions, and also may include the payment of travel costs for University personnel to visit a vendor's location (airfare, hotel, etc.). University personnel may accept trivial items of nominal value up to \$99.00 as a matter of

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courtesy, but may not solicit them. Acceptance of social invitations to occasional business meals, entertainment, and hospitality will be subject to prudent judgment as to whether the invitation places or appears to place the recipient under any obligation, the appropriateness of the occasion, frequency, and choice of facilities. Questions about the value of a gift or appropriateness of the invitation should be referred to the employee's supervisor or the Office of Compliance to ensure compliance with the University's *Policy 2.2 Conflict of Interest and Commitment*.

It is also inappropriate for end users to make purchasing decisions based on marketing strategies by vendors that provide gifts and gift cards, which could benefit them personally. Often, the pricing offered, as well as future pricing, is much higher than pricing from Preferred Vendors. If a gift or gift card is received, it becomes the property of the University.

2.2.3 Conflict of Interest (Code of Ethical Conduct)

The University's *Policies 2.4.0 Code of Ethical Conduct* and *2.2.0 Conflict Interest and Commitment*) cover conflicts of interest, which govern the actions of its officers, employees, contractors, advisors, or agent engaged in the selection, award, and administration of purchasing contracts. No employee, officer, or agent may participate in the selection, award, or administration of a contract supported by a federal award if he or she has a real or apparent conflict of interest. Such a conflict of interest would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in or a tangible personal benefit from a firm considered for a contract.

The officers, employees, and agents of the University may neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts. However, University has set standards for situations in which the financial interest is not substantial or the gift is an unsolicited item of nominal value (up to \$99.00). The Code of Ethical Conduct provide for disciplinary actions for violations of such standards by officers, employees, or agents of the University.

The University will maintain written standards of conduct covering organizational conflicts of interest. Organizational conflicts of interest means that because of relationships with an affiliate or subsidiary organization, the University is unable or appears to be unable to be impartial in conducting a procurement action involving a related organization.

Note: Each member of any particular vendor bid-proposal evaluation committee is required to complete a separate Certification of Non-Conflict of Interest form (**Appendix E**) attesting to no conflict of interest, financial or personal, in evaluation of the specific solicitation. The completed form will be submitted to the Purchasing Department before evaluating any bid-proposal.

2.2.4 Disclosure of Conflict of Interest – Board Members and Officers

It is the policy of the Board of Trustees of Clark Atlanta University that in the event that the Board and/or officers of the University considers a transaction on behalf of the University which

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will also involve: 1) a member of the Board, an officer of the University or a member of their families, or 2) an organization with which any such person is affiliated, then such trustee or officer, at first knowledge of any such transaction, shall disclose fully the precise nature of his or her interest or involvement to the Governance Committee of the Board of Trustees. While this section of the policy applies directly to all trustees and officers of the University, it is intended to reinforce the guiding principles to all persons employed by the University, regardless of position.

2.3 Methods of Procurements

This policy covers the procurement of all supplies, goods, and services for the University and any of its offices. All orders for goods and services must be placed by the Purchasing Department through a printed Purchase Order (PO). A PO is a legally enforceable contract between the University and the vendor, when the vendor accepts or acts upon it. The PO provides documentation on the terms and conditions of the order or agreement.

2.3.1 Procurement Overview

University uses the following methods of procurement methods to ensure, where applicable, full, and open competition is consistent with high standards acquiring supplies, goods, property, and services.

A. Preferred Vendors:

Department/schools should first check to see if a Preferred Vendor Contract exists that they could use. Preferred Vendor Contracts are established by the Purchasing Department for products and services needed by the University on a regular basis. Contracts are established based on the results of a formal competitive bid/negotiation process that may involve representatives from across campus. Bidders determined to represent the best value to University become Preferred Vendors (based on price, delivery capabilities, quality, past performance, training, financial stability, ease of ordering, etc.). Departments/schools are strongly encouraged to utilize Preferred Vendors because they have been determined to represent the best overall value to the University.

As a member of the E&I (Educational and Institutional) Cooperative Purchasing Organization, Clark Atlanta University Purchasing utilizes competitively awarded contracts negotiated by the consortium group; as well as those awarded by TCPN (The Cooperative Purchasing Network), US Communities, GICA (Georgia Independent College Association), **HESS (Higher Education Systems Services)** Consortium and State Contracts. **It has been determined that this is the best value to the University to meet the campus needs.**

B. Procurement by Micro-Purchases:

Procurement by micro-purchase is the acquisition of supplies or services, the aggregate dollar amount of which does not exceed the micro-purchase threshold of **5,000** (or \$2,000 in the case of acquisitions for construction subject to the Davis-Bacon Act for federally funded projects). To the extent practicable, the University distributes micro-purchases equitably among qualified suppliers. This procurement method is awarded without

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soliciting competitive quotations if the price is considered reasonable, **if the purchase is awarded to our preferred vendor or a vendor on either one of the aforementioned cooperative consortium contracts.**

C. Procurement by Competitive Methods:

1. **Small Purchase** is relatively simple and informal procurement methods for securing supplies, services, or other property costing \$5,000 to and including \$100,000 (lower than the federal threshold of \$150,000). The Small Purchase method for competitive procedures requires price or rate quotations to be obtained from at least three (3) qualified sources. This method does not require seal bids. For the procurement of scientific equipment costing over \$100,000, and when the sealed bid process presented below is not used, the University must use the three qualified quotes method for procurement. Proposed transaction equal to or over \$200,000 will require the Board of Trustees' (Board Chair, Vice Chair, or Chair of the Finance and Audit Committee) approval. See Section 2.7.2 of this policy on Signature Approvals.
2. **Procurement by Sealed Bids (formal advertising).** Invitations To Bid (ITB) are publicly solicited and a firm fixed price contract (lump sum or unit price) is awarded to the responsible bidder whose bid, conforming with all the material terms and conditions of the invitation for bids, is determined to be the lowest price and responsive to the University. The sealed bid method is the preferred method for procuring construction over \$100,000 (lower than the federal threshold of \$150,000), if the following conditions apply.
 - a) In order for sealed bidding to be feasible, the following conditions should be present:
 - i. A complete, adequate, and realistic specification or purchase description is available;
 - ii. Two or more responsible bidders are willing and able to compete effectively for the business; and
 - iii. The procurement lends itself to a firm fixed price contract and the selection of the successful bidder can be made principally based on price.
 - b) When sealed bids are used, the following requirements apply:
 - i. Bids must be solicited from the widest practicable selection of known suppliers, providing them sufficient response time prior to the date set for opening the bids,
 - ii. The invitation to bids, which will include any specifications and pertinent attachments, must define the items or services in order for the bidder to properly respond;
 - iii. All bids are opened at the time and place prescribed in the invitation for bids;
 - iv. A firm fixed price contract award will be made in writing to the lowest responsive and responsible bidder.

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- v. Where specified in bidding documents, factors such as discounts, transportation cost, and life cycle costs are considered in determining which bid is lowest.
- vi. Payment discounts will only be used to determine the low bid when prior experience indicates that such discounts are usually taken advantage of; and
- vii. The University reserves the right to reject all bids, if not in its best interest as to value or reasonableness.

Proposed transaction equal to or greater than \$200,000 will require the approval from the Board of Trustees (Board Chair, Vice Chair, or Chair of the Finance and Audit Committee). See Section 2.7.2 on Signature Approvals.

3. **Procurement by Competitive Request for Proposals (RFP):** This method of competitive proposals is used when more than one source submits an offer solicited by the University, and either a fixed price or cost-reimbursement type contract are to be awarded. It is used when conditions are not appropriate for the use of sealed bids (ITB) and price and other attributes are to be considered. When this method is used, the following requirements apply:

- a) Requests for proposals (RFP) will be publicized and all evaluation factors identified along with their relative importance. Any response to publicized requests for proposals will be considered to the maximum extent practicable;
- b) Proposals will be solicited from at widest practicable selection of qualified companies or sources;
- c) A written method (see Appendix D) for performing technical evaluations of proposals of selecting recipients will be applied;
- d) Contracts will be awarded to the responsible firm whose proposal is most advantageous to the University's program, with price and other factors being considered; and
- e) Competitive proposal procedures will be used for qualifications-based procurement of architectural / engineering (A/E) professional services, with competitors' qualifications evaluated and the most qualified competitor selected, subject to negotiation of fair and reasonable compensation.
 - i. The method, where price is not used as a selection factor, will only be used in procurement of A/E professional services.
 - ii. It will not be used to purchase other types of services though A/E firms that are a potential source to perform the proposed effort.

All documentation of competitive bidding will be attached to the requisition, including copies of the bids not selected and any documentation of a sole source provider. These documents will become part of the official University record, and will be subject to periodic audit. Contracts will be awarded based upon the concept

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of the “lowest, best, and most responsive bid”. **The University reserves the right to decline any or all bids.**

Proposed cost equal to or greater than \$200,000 will require the approval from the Board of Trustees (Board Chair, Vice Chair, or Chair of the Finance and Audit Committee). See Section 2.7.2 of this policy on Signature Approvals.

D. Procurement by Sole Sources (noncompetitive) proposals (see Appendix F): Procurement by sole sources or noncompetitive proposals is procurement through solicitation of a proposal from only one source and are used only when one or more of the following circumstances apply:

- 1) The item is available only from a single source:
 - a) Contractor/Vendor is a sole provider of a licensed or patented good or service;
 - b) Contractor/Vendor is a sole provider of factory-authorized warranty service;
 - c) Purchase matches existing/compatible with my existing equipment;
 - d) The purchase is for a replacement or repair part of existing equipment;
 - e) The component will be interfaced with the existing equipment;
 - f) As an accessory or option to match existing equipment or for interchangeability;
 - g) Continuity of research;
 - h) Maintenance is from the original equipment manufacturer;
- 2) Any scientific equipment along with the particular contractor/vendor that is specifically identified and approved in a University’s research proposal by the sponsoring agency can use the sole source procurement method.
- 3) The public exigency or emergency for the requirement will not permit a delay resulting from competitive solicitation:
 - a) An emergency purchase will occur without following the normal purchasing procedures in order to obtain goods or services to meet a vital and/or unforeseen requirement. Circumstances that constitute an emergency purchase are; (1) conditions that create a threat to the health, welfare or safety; or (2) a conditions that endanger lives, property, or the continuation of vital programs.
 - b) A requisition requesting an emergency purchase will accompany written justification of and approval by the affected Dean, Chair, Director, and Vice President.
- 4) The awarding agency for state or federally sponsored awards or pass-through entity that expressly authorizes noncompetitive proposals in response to a written request from the University; or

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5) After solicitation of a number of sources, competition is determined inadequate.

Proposed cost equal to or over \$200,000 will require the approval from the Board of Trustees (Board Chair, Vice Chair, or Chair of the Finance and Audit Committee). See Section 2.7 on Signature Authority.

2.3.2 Difference Between Invitation to Bid (ITB) and Request for Proposal (RFP)

<u>Invitation to Bid (ITB)</u>	<u>Request for Proposal (RFP)</u>
Used to acquire goods or services that can be touched, counted, or measured	Used to acquire services or goods where the expertise and knowledge from the vendor are more critical and not as simple to measure or quantify
Strong emphasis on specifications and requirements	Strong emphasis on qualifications, skills, expertise and experience
Very little subjectivity	Greater subjectivity in evaluation
Designed to select the lowest priced bid that meets the minimum requirements and is both responsible and responsive	Designed to select the best value or approach for the agency as evaluated by the review committee
No negotiations are allowed	Negotiations are allowed
Evaluate against written specifications	Evaluated against criteria in the RFP and against other proposals
Price is the most important criteria	Price is only one weighted element of the decision

2.3.3. Competitive Bidding

- A. Except as otherwise provided in this policy, procurement of items, the amount of which exceeds the \$100,000 dollar will be awarded only after advertised solicitation of sealed competitive bids or proposals (RFP or ITB).
- B. Bids and proposals shall be invited from the widest practicable selection of companies with proven performance, from whom, in the judgement of the Purchasing Department, the procurement needs of the University can be satisfied.
- C. Procurement of items, the amount of which qualify it as a "Competitive Seal Bid," shall be processed pursuant to this policy.

2.3.4 Specifications

- A. The Purchasing Department and/or Facilities Management and Business Services (Construction) are responsible for preparation, issuance, revision, maintenance, and monitoring of specifications for supplies, services, and construction required by the

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University. In the preparation of specifications, the Director of Purchasing and/or Associate Vice President for Facilities Management and Business Services may obtain the advice and assistance of requisitioning departments as needed and, in connection with construction contracts, will request such advice and assistance from a contracted Architect and Engineering (A/E) firm.

- B. All specifications shall seek to promote overall economy and best use of the purposes intended, shall encourage competition when applicable in satisfying University needs and shall not be unduly restrictive.
- C. Subject to the non-restrictive policy 'B' above, specifications and/or requests for bids or proposals may designate a brand name "or equal" as a means to identify the performance or other specific requirements of a procurement. When so used, the salient features of the named brand that must be met by bidders/offers shall be clearly specified.
- D. An individual who has participated in the preparation of a specification shall not be eligible to participate in or receive a contract award for any University procurement using such specification. Exceptions to this rule may be granted by the President and the Executive Vice President for Finance and Business Services upon recommendation of the Director of Purchasing if (a) an exception is justified by the existence of emergency conditions), (b) there is only one practicable source of supply for the contract or (c) it is not practicable or advantageous to the University to deny an award to the individual or to a bidder/supplier with which that individual is associated. Such exception shall be in writing and shall be attached to the bidding documents.

2.3.5 Bidding Procedures for Over \$100,000

- A. The Director of Purchasing and/or Associate VP for Facilities Management and Business Services (Construction) are responsible for assuring that all bidding procedures comply with University policies.
- B. Public notice of invitations to bid will be made at a reasonable time period prior to the date for opening of bids. Such notice shall include publication in a newspaper of general circulation.
- C. Bid packages will be made available through mailing, pick-up from Purchasing Department, or University website.
- D. A Pre-bid Conference (prior to bid submission due date) may be scheduled and held with potential bidders to clarify bid specifications, schedule construction or renovation site visits, reiterate bid submission time periods, and answer any technical questions.
- E. Bids received by the Purchasing Department or Facilities Management will be secured and unopened in locked cabinet until the official opening date and time.

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- F. Bids shall be opened publicly in the presence of one or more witnesses at the time and place designated in the invitation for bids. All bidding documents shall be available for public inspection.
- G. Correction or withdrawal of inadvertently erroneous bids prior to the date for opening of bids shall be allowed provided requests for correction or withdrawal shall be received at the Purchasing Department and/or Facilities Management and Business Services (construction) prior to the date and time for opening of bids and provided such requests are in writing and clearly labeled.
- H. Correction or withdrawal of inadvertently erroneous bids after the opening of the bids, based on such bid mistakes, cannot be made except by authorization of the Executive Vice President for Finance and Business Services. Requests for such action must be made in writing accompanied by full documentation of the facts leading to the presentation of the erroneous bid. The decision to permit the correction or withdrawal of a bid or to cancel an award or contract based on an alleged bid mistake shall be in writing, with a statement of reasons.
- I. After bid opening, no changes in bid prices, or other provisions of bids prejudicial to the interest of the University or fair competition will be permitted.
- J. An invitation for bids, a request for proposals or other solicitation may be canceled, or any or all bids or proposals may be rejected, in whole or in part, under the following conditions:
 - 1) When the need for items as requested on the bid, proposal or other solicitation no longer exists,
 - 2) When a bid or bids are received after the specified due date and/or time,
 - 3) When it is in the best interests of the University whether for budgetary reasons or other good and sufficient reasons to terminate the entire transaction,
 - 4) When a bid is not responsive to the requirements of the specification, or
 - 5) When a bid proposes an unacceptable alternate item.
- K. All documentation of competitive bidding will be attached to the purchase requisition, including copies of the bids not selected and any documentation of a sole source provider. These documents will become part of the official University record, and will be subject to periodic inspection.

2.3.6 Requests for Proposals (RFP) over \$100,000

- A. The use of competitive sealed proposals for a particular procurement contract or for particular types of recurring procurement contracts shall be entered into when advantageous to the University.
- B. The Director of Purchasing is responsible for the preparation, issuance, giving of notice, opening, registering, coordinating the evaluation, negotiating and awarding of contracts pursuant to requests for proposals. This is providing that all such proceedings shall be in conformity with the University policy and, in order to assure maximum practicable

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competition, shall be subject to the applicable time limitations and other procedures relating to competitive bidding.

- C. Award shall be made to the responsible offeror whose proposal is determined in writing to be the most advantageous to the University, taking into consideration price and the evaluation factors set forth in the request for proposals. No other factors or criteria (i.e. not identified in the RFP) shall be used in the evaluation.
- D. All documentation of competitive proposals will be attached to the purchase requisition, including copies of the proposals not selected and any documentation of a sole source provider. These documents will become part of the official University record, and will be subject to periodic inspection.

2.3.7 Contractual Terms (See Section 2.8 of this policy for additional information)

- A. Any contractual terms permitted by law may be used for University procurement purposes, as the best interests of the University may require, except that the use of a cost-plus-a-percentage of cost contract is prohibited.
- B. The Director of Purchasing is responsible for assuring compliance with Purchasing policy applicable to the terms and provisions of procurement contracts including requirements that specified determinations be made as a condition precedent to the inclusion or modification of specified contractual provisions.
- C. When the best interests of the University so require, the Director of Purchasing or Associate VP for Facilities Management and Business Services may include in University procurement contracts any or all contract clauses, so far as relevant, that are authorized by Purchasing Policy with respect to adjustments in price, time of performance, scope of contract work, variations between estimated and actual quantities, site conditions, remedies and other contract provisions.
- D. The Purchasing Department shall develop, modify, and maintain a file of standard contract clauses to be used in University procurement contracts pursuant above and such clauses shall be deemed incorporated herein by reference. The Director of Purchasing may modify any such clause, upon approval by the University General Counsel, for the inclusion in any particular contract upon written determination that such variation will promote the interest of the University or encourage fair and open competition provided that notice of any such material variation must be given in invitation to bid or request for proposals.

2.3.8 Procurement of Construction Work

- A. Construction contracts, which may include remodeling, renovation, and landscaping, will be entered into with responsible licensed contractors subject to the provisions of the University Policy.
- B. Construction and remodeling contracts, the amount of which qualify them as "Small Purchases", shall be processed pursuant to **Section 2.3.1, C. (1) of this policy.**

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2.3.9 Architect-Engineering (A/E) Services

The University may use A/E Services in construction work developing solicitations, handling bid openings and evaluations, and monitoring contractor performance. It is the policy of the University to announce on an annual basis requirements for architect-engineer services and to negotiate contracts for architect-engineering services on the basis of demonstrated competence and qualification for the type of services required at fair and reasonable prices.

- A. In the procurement of architect-engineer services, the Associate VP of Facilities and Business Services shall encourage firms engaged in the lawful practice of their profession to submit annually a statement of qualifications and performance data responsive to published criteria approved by the director. A selection committee of three to six people for architect-engineer services contracts will be appointed by the Executive Vice President for Finance and Business Services/CFO to evaluate current statements of qualifications and performance data on file together with those that may be submitted by other firms in response to the announcement of a proposed contract. The selection committee shall, where feasible, consider not less than three firms, and shall select therefrom, based upon the established criteria, not less than three of the firms deemed to be the most highly qualified to provide the services required.
- B. The Purchasing Department shall award a contract to a qualified firm at compensation which the selection committee determines to be fair and reasonable to the University after taking into account the estimated value, scope, complexity and professional nature of the services to be rendered.
 - 1) A proposal which includes fees will be requested from the top rated firm.
 - 2) If the prospective architect-engineer can perform the work as requested and the fee is acceptable, a purchase order can be awarded to the architect-engineer. If a reasonable agreement cannot be made with the selected architect-engineer, then a proposal will be requested from the next architect-engineer on the list. The third architect engineer on the list will be asked to provide a proposal if the second's proposal is not acceptable.
- C. Associate Vice President for Facilities Management Business Services will send a copy of all documentation involved in the selection of an architect-engineer to the Purchasing Department before a purchase order can be issued. These documents should include: (1) a copy of the RFP; (2) a copy of the architect/consultant's proposal; (3) a copy of the decision matrix used in selecting the three firms; and (4) a conflict of interest form signed by each member of the selection committee stating that they have no connection with the architect/consultant.

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2.4 Contracting with Small and Minority Businesses, and Women's Business Enterprises

- A. The University will take all necessary affirmative steps to assure minority businesses, women's business enterprises, and labor surplus area firms are used when possible.
- B. Affirmative steps include:
 - 1. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
 - 2. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
 - 3. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
 - 4. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;
 - 5. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and
 - 6. Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in (1) through (5) above.

2.5 Contract Cost or Price Analysis (Appendix J)

- A. The University will perform a cost or price analysis in connection with every procurement action in excess of \$100,000, including contract modifications.
 - 1. The method and degree of analysis is dependent on the facts surrounding the particular procurement situation.
 - 2. University's departments or units will make independent estimates before receiving bids or proposals.
- B. The University will negotiate profit as a separate element of the price for each contract in which there is no price competition and in all cases where cost analysis will be performed.
- C. To establish a fair and reasonable profit, consideration will be given to:
 - 1. the complexity of the work to be performed,
 - 2. the risk borne by the contractor, the contractor's investment,
 - 3. the amount of subcontracting,
 - 4. the quality of its record of past performance, and
 - 5. Industry profit rates in the surrounding geographical area for similar work.
- D. Costs or prices based on estimated costs for contracts under the Federal award are allowable only to the extent that costs incurred or cost estimates included in negotiated

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prices would be allowable for the University entity under 2 CFR 200-400, subpart E—Cost Principles. .

- E. The Cost Plus a Percentage Cost and Percentage of Construction Cost Methods of Contracting will **not** be used.

See “Appendix J “for the Cost or Price Analysis Worksheet to assist in adhering to this section of the policy and procedures.

2.6 Bonding Requirements

For construction or facility improvement contracts or subcontracts exceeding \$100,000, University’s minimum bonding policy is as follows:

- A. A bid guarantee from each bidder equivalent to 5% of the bid price. The “bid guarantee” must consist of a firm commitment such as a bid bond, certified check, or other negotiable instrument accompanying a bid as assurance that the bidder will, upon acceptance of the bid, execute such contractual documents as may be required within the time specified.
- B. A performance bond on the part of the contractor for 100% of the contract price. A “performance bond” is one executed in connection with a contract to secure fulfillment of all the contractor’s obligations under such contract.
- C. A payment bond on the part of the contractor for 100% of the contract price. A “payment bond” is one executed in connection with a contract to assure payment as required by law of all persons supplying labor and material in the execution of the work provided for in the contract.
- D. When a construction contract is awarded and performance bonding is stipulated in the bid solicitation, performance and payment bonds or other evidence satisfactory to the University must be delivered to the University and shall be binding on the parties upon the execution of the contract subject to the provisions of the University Policy.
 - 1) The form of the performance bonds shall be substantially the same as provided in rules and regulations applicable to construction contracts awarded through University Facilities Management and Business Services.
 - 2) When a bidder fails to comply with the requirement of a performance bond, the bid shall be rejected unless the Director of Purchasing or Associate VP for Facilities Management and Business Services (construction) determines in writing to the Executive Vice President (E.V.P.) for Finance and Business Service (CFO) that such bonding is deemed unnecessary for the protection of the University.

2.7 Procurement Cycle

The procedures for processing the purchase requisition, purchase order, and the receipt/delivery of goods and services are essential for effective and efficient procurement cycle.

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- A. Requisition:** The requestor contact one or more vendors for pricing information and obtains a written quote. No order is placed at that point. The requestor completes a requisition (Appendix A), attaches appropriate documentation, obtains necessary approval signatures, and submits the requisition to the Purchasing Department.
- B. Purchase Order:** A written purchase order (PO) is issued to the vendor by the Purchasing Department.
- C. Receiving:** Incoming shipments are received through the Central Receiving Department, for verification. Incoming shipments are documented when carrier's shipping labels are scanned using the University tracking system. For shipments that require special handling or internal delivery arrangements, the requesting department, and / or Purchasing Department must alert the Central Receiving Department in advance (**See University Policy 7.4.3 – Central Receiving for more details**).
- D. Direct Deliveries:** In certain instances, it may be necessary to have shipments delivered directly to the ordering department without first processing it through Central Receiving. It is the responsibility of the ordering department/ requestor to forward all shipping documents/ packing slips to Central Receiving within 72 hours upon receiving the shipment.
- E. Vendor Invoice:** Vendors, including consultants, are instructed on the PO to mail invoices directly to Accounts Payable, referencing the PO number. Departments who receive invoices related to purchase orders are required to forward them immediately to Accounts Payable for processing.
- F. Payment:** Accounts Payable matches the PO, Receiving documentation, and Vendor invoice to check accuracy. Vendors must submit an invoice to be paid for goods or services provided to the University. Payment is issued according to payment terms.

2.7.1 Requisition Procedure

Purchase requisition shall be submitted to the Purchasing Department prior to the acquisition of goods and services regardless of the dollar amount. The purchase requisition does not provide the authorization to a vendor to begin work or provide services. The purchase requisition (CAU-89-PUR-1) will be used to initiate the authorization to procure equipment, materials, supplies, or services. The Purchasing Department uses the approved requisition from the department as the basis for developing and issuing a formal PO to the vendor. The requisition provides the Purchasing Department with the necessary information and authorization (approvals) to purchase the items requested and listed.

Attachments to the requisitions indicating the initiator has sought pricing information from the vendors may be used as source documents, but does not obligate the Purchasing Department to utilize the suggested vendor or to circumvent purchasing policies regarding proper investigation and, if appropriate, competitive bidding.

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Ordering department/unit shall avoid using the word “confirming” on a requisition. Only the Purchasing Department can confirm an order. *The use of requisitions or requisition numbers to place orders with vendors, for whatever reason, is strictly prohibited.* All requisitions must follow prescribed purchasing procedures.

When initiating a purchase requisition, the following takes place: (1) all requisitions shall have the signature of the director, department head, and/or chairperson. (2) the requisition must have accurate and valid Banner accounting codes (FOAPAL), and funds must be available in the designated account. The Purchasing Department has the authority to review, accept, and/ or decline a purchase requisition based on University policies and federal and state regulations.

The University has two (2) official requisition forms:

- Purchase Requisition (CAU-89-PURC-1) – Used to communicate procurement requests (equipment, goods, supplies, and services) to the Purchasing Department and to indicate appropriate funding and approvals for the requests (see Appendix A).
- Travel Requisition/Authorization (CAU-PUR-4) – Used to: a) obligate the estimated costs of the travel, b) authorize the traveler to leave campus to conduct University business, c) request travel advances, and d) to enable the Purchasing Department to book and prepay for airline tickets, hotel accommodations, etc. (see Policy 7.5.4-Travel for more details).

The purchase requisitions are pre-numbered and are available through the Purchasing Department. The travel requisition can be obtained from the Purchasing webpage.

Advance planning is critical to the proper and accurate preparation of a PO. Requisitions are processed by the Purchasing Department in the order in which they are received. Most routine orders can be placed within two to three working days after receipt, but many factors can cause processing of the order to take longer. Therefore, requisitions for standard off-the-shelf items shall be submitted at a minimum of five to ten working days before delivery is required. Longer lead-times are to be allowed for nonstandard items.

2.7.2 Approval Signatures

All financial transactions (requisitions and expenses/invoices) are to be routed through the (1) Budget Office for approval related to unrestricted funds, or (2) Research and Sponsored Programs Office and Grants and Contracts Accounting or Title III Program Administration and Grants and Contracts Accounting for restricted funds, where appropriate. When a transaction amount falls within one of the ranges below, the requisition or expense requires approval by the appropriate person(s). Approval authority may not be delegated to a lower level (i.e. cannot allow someone at a lower level to approve on your behalf). Temporary delegation is allowed when an authorized approver will be out of the office for a period of

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more than two weeks (10 working days). Approvals can always go up a level in the University's organizational structure. Requester will not solely approve his/her own transaction or request. No one individual must control a financial transaction from start to finish. No stamped signatures will be acceptable.

Transaction Approval Thresholds and Responsible Officials

Threshold	PI/PD (restricted)	Supervisor/ Budget Ctr. Manager/Chair	Academic Dean or Div. VP	Controller	EVP-CFO	EVP-CFO/ or Provost	President	Board of Trustees
\$1-\$4,999	X	X						
\$5,000-\$9,999	X	X	X					
\$10,000-\$14,999	X	X	X					
\$15,000--\$49,999	X	X	X	X				
\$50,000-\$99,999	X	X	X	X	X	X		
\$100,000-\$199,999	X	X	X	X	X	X	X	
≥\$200,000	X	X	X	X	X	X	X	X

2.7.3 Approvers' Responsibility

A. Principal Investigator (PI) /Project Director (PD)

The Principal Investigator or Project Director is the primary individual in charge of his/her grant, contract, cooperative agreement, or other externally sponsored activity. The titles are interchangeable by the Office of Sponsored Research and sponsors that for this policy will be referred to as PI. The University delegates authority and responsibility for fiscal compliance to the PI to comply University policies and various sponsor rules and regulations, and terms and conditions of an award. The PI will ensure requested and actual costs are reasonable, allowable, and necessary according to the sponsor-approved budget.

B. Supervisor/Budget Center Manager/Chair

Approvals are obtained from an individual with budgetary authority and adequate knowledge of the transaction. The individual designated with approval responsibilities are in a position to determine that the financial activity is accurate and appropriate. Accuracy refers to the quality or the state of being correct: (a) where the transaction is considered within the intended use of the department/unit resources, and (b) the transaction is consistent with relevant policies of the University, donor intent, or sponsored guidelines (2CFR 200). Individual shall not approve their own transactions or transactions of a person to whom they functionally or administratively report.

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C. Dean or Division Vice President

An University official with managerial and fiscal oversight responsibilities over transactions equal to or greater than \$5,000. This would include the academic deans and the Division Vice President. The signature approval implies the acceptance of responsibility for broader oversight, leadership, and management that ensures all funds are spent and managed according to goals, objectives, and mission.

D. Controller/Associate Vice President of Finance

The Controller has fiscal oversight responsibilities over transactions equal to or greater than \$15,000 to ensure proper approvals were obtained from other employees who have delegated budgetary authority to support expending University funds (restricted and unrestricted). The signature implies the and reasonable assurance that the fiscal transaction adequately documented and comply with applicable policies, laws, regulations, and rules; contracts, grants, and donor restrictions; and generally accepted accounting principles.

E. E. V. P. of Finance and Business Services – Chief Financial Officer (CFO)

The CFO has fiscal oversight responsibilities over transactions equal to or greater than \$50,000 to ensure to identify and mitigate risks that have direct financial effects on the institution. The CFO is ultimately responsible for the fiscal integrity of the University and ensures that all funds are spent and managed according to the goals, objectives, and mission of the University. The signature implies the identification and mitigation of financial risks and reasonable assurance that the fiscal transaction comply with applicable policies, laws, regulations, and rules; contracts, grants, and donor restrictions; and generally accepted accounting principles.

F. Provost

Although the Provost is the University's chief academic officer, who is responsible for setting the University's academic strategy and priorities, the Provost also has oversight responsibilities over transactions equal to or greater than \$50,000 to ensure the attainment of University's fiscal strategies in collaboration with the CFO. The fiscal strategies address academic priorities in alignment with Long-term Institutional Fiscal Strategies. The signature implies the transaction is reasonable and necessary to help achieve academic priorities in alignment with University fiscal strategies.

G. President

The President is the chief executive officer of the University responsible and accountable for all University academic, fiscal, operational, and compliance matters, as well as all policies, laws, and regulations. Within parameters (up to \$200,000) approved by the Board of Trustees, the president has transaction approval authority and responsibility to ensure the attainment of University's fiscal strategies and monitoring the overall use of the funds in accordance with university budgetary limits and established university policies and practices. Transactions equal to or greater than \$100,000 will have the President's approval. The signature implies the

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transaction is reasonable and necessary to help achieve priorities in alignment with University fiscal strategies.

H. Board of Trustees

Trustees of the University maintain a fiduciary responsibility for the fiscal well-being and longevity of the University. Consequently, the Board of Trustees Chair, Vice Chair, or the Chair of the Finance and Audit Committee shall approve transactions equal to or greater than \$200,000.

2.7.4 Formal Purchase Order

A Purchase Order, when sent to a vendor/contractor, is a legal offer to buy products or services at quantities and agreed prices for said goods and services that the seller will provide the buyer. The purchase requisition from the requesting department or unit initiates the purchase order. **NOTE:** Purchases under \$50.00 must be made through petty cash funds or by direct payment method.

The Purchase Order (PO), including any addenda, sets forth the entire agreement and merges all prior understandings, agreements, or documents. PO describes the items to be purchased and the circumstances under which they are to be procured. It also specifies the contractual performance and payment authorization, for example; information about installation, delivery point, extra manuals, electrical requirements, and insurance provisions. The PO is binding upon the University only if signed by its authorized representative. The PO and the rights or duties arising hereunder may not be assigned, nor may the work contemplated be subcontracted without the University's prior written consent.

The Purchasing Department will contact vendors directly to place orders in all cases. Departments/units should not place orders directly with vendors. ***Any unauthorized orders (verbal or written) are the responsibility of the individual placing the order, and will not be paid from University funds.***

Purchasing may obtain telephone quotations and place orders by phone on “**Emergency orders**” (health, welfare, and safety). A requisition form is still necessary. To determine the status of an order, call the Purchasing Department. **DO NOT CONTACT THE VENDOR DIRECTLY.** A vendor will usually acknowledge receipt of an order showing his acceptance and/or inconsistencies in price, terms, and delivery.

A copy of the processed Purchase Order will be sent to the requesting/initiating department.

2.7.5 Blanket Purchase Orders

A Blanket Purchase Order is issued up to departments when there is a need for repetitive, routine goods or services from a single vendor. When the encumbered dollars have been expended, a new requisition must be processed to reestablish a blanket order for future purchases. Only three change orders shall be allowed against a blanket order. Blanket orders will only be valid for the current fiscal year. No capital equipment or furniture can be purchased under a blanket order. The requesting department is responsible for managing

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its own blanket orders and for ensuring that the total amount is not exceeded. A blanket Purchase Order is issued to support an existing contract, or independently, after all terms and conditions have been negotiated.

2.8 Contracts

A contract is an agreement stating terms and conditions under which property, goods, or services will be provided on request for a specified price. While a PO may technically constitute a contract, the term “contract” here means a formal, written agreement signed by all parties. All professional service contracts shall be reviewed by the Office of the General Counsel for amounts totaling >\$25,000 or any amounts related to software contracts and corresponding licenses. The contract must accompany the requisition and be signed by the Vice President for Finance and Business Services (Chief Financial Officer). The nature of the work and obligations of the parties must be set out in detail and specificity.

A written contract is appropriate, in addition to a PO, in the following circumstances:

- Payment terms are complicated and require special handling;
- Equipment being acquired is unusual, unique or special in some way (i.e., design, engineering, testing, or other special factors that might be risks of the transaction);
- Consulting services;
- Research;
- Construction or installation of fixtures, which may expose the University to liability to third parties; and
- License agreements, rentals, and leases.

The University purchase contracts will contain the applicable provisions described below:

- (A) All contracts in excess of \$25,000 will address termination for cause and for convenience by the University including the manner by which it will be effected and the basis for settlement.
- (B) **Equal Employment Opportunity**. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of “federally assisted construction contract” in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 CFR part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”
- (C) **Davis-Bacon Act**, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all federally funded prime construction contracts in excess of \$2,000 and awarded by University will include a provision for compliance with the

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Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148), where applicable. Unrestricted funded projects are not applicable to the Davis Bacon Act.

- (D) **Contract Work Hours and Safety Standards Act** (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the University in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.
- (E) **Rights to Inventions Made under a Contract or Agreement**, where applicable. If the Federal award meets the definition of “funding agreement” under 37 CFR §401.2 (a) and the recipient or sub recipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or sub recipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.
- (F) **Clean Air Act** (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and sub-grants of amounts in excess of \$150,000 will contain a provision that requires the University contractor to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387).
- (G) **Debarment and Suspension** (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235),
- (H) **Byrd Anti-Lobbying Amendment** (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

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2.8.1 Consultants and Independent Contractors

No company or individual is authorized to provide services in advance of the approval from the Purchasing Department in the form of a purchase order. Requisitions for personal professional services require the completion by the vendor and end-user, with the completion and submission of a Professional Service/Consultant Statement of Work (SOW) form (available on the Purchasing Department website) to the Purchasing Department before work begins. The SOW documents the terms and conditions of services being provided and must be signed by the individual consultant, principal investigator (restricted funds), and appropriate senior manager (see Appendix B). In addition, the vendor application and IRS form W-9 must be completed by the consultant and submitted to the Purchasing Department for processing. The University representative that signs the SOW will have authority based on the dollar threshold established in Section 2.7.2 of this policy.

2.8.2 Non-Disclosure of Confidential Information Agreements for Vendors either On-Site or via Remote Access

Any company, subcontractor, agent, or individual who plans to conduct business with the University that involve the handling, processing, or storing of University confidential and sensitive data or have access to crucial information technology (IT) systems, network, or IT equipment must have a properly executed **Non-Disclosure of Confidential Information Agreements for Vendors either On-Site or via Remote Access** form (see Appendix H for Agreement) before the work begins. The University, in conjunction with the consultant or independent contractor, will evaluate each other's business processes to understand which might be proprietary or otherwise sensitive in nature, before entering into a business relationship. If in doubt, contact the University Chief Information Officer.

- A. Non-Disclosure Agreements will be typically described where restrictions on use or disclosure of confidential and sensitive information [e.g. student grades, social security numbers, data covered under the Health Insurance Portability and Accountability Act, student health and medical records, driver's license numbers, credit card and personal identification numbers, bank account numbers, network login/passwords, biometric (fingerprints) information, etc.] are placed on all parties. University's unilateral agreement is the *preferred* agreement between the University and its partners, and should be used whenever possible. However, the mutual agreement is approved for use in cases where each party will be disclosing proprietary information to the other.
- B. As Non-Disclosure Confidentiality Agreements are binding contracts, an authorized Clark Atlanta University signatory should sign the agreements. Any questions regarding the use of or suggested modifications to University Non-Disclosure Confidential Agreements should be referred to the Office of General Counsel. Any proposed edits to the terms set forth in the University's Non-Disclosure Confidentiality Agreement templates must be reviewed and approved by the University's Office of General Counsel before signing.

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2.8.3 Food Service Catering Requests

University funds are not to be used to purchase food and beverages for meetings and gatherings of faculty and staff—“working meals,” snacks, or refreshments. President sponsored events and on-campus catering for student events are allowed, subject to levels of consideration (e.g. event agenda, list of student participants, etc.) and approval. All catering and entertainment expenses must have prior approval of the respective Budget Center Manager, and vice president for which unrestricted funds are managed, and the Principal Investigator/Project Director and Research and Sponsored Program Office or Title III Project Director for restricted funds. Budget Center Managers and those planning events should be especially conservative in their requests and make them only when catering is in some way essential to the success of the event.

- Examples of President sponsored events include inaugurations, commencement activities, faculty and staff Opening and Closing institutes, annual compliance training, Christmas activities with the President, Board of Trustees gatherings and meetings, etc.,

To ensure that all catering requests are processed in an expeditious manner, properly authorized requisitions must be submitted to the Purchasing Department at least 72 hours (3 working days) prior to the function.

2.8.4 Lease Purchase Agreements

In certain instances, the purchase of major equipment items may be arranged through a leasing agreement. The acquisition of all goods under a lease arrangement requires the approval of the Vice President for Finance and Business Services.

2.8.5 Purchased Printing

All University printing or duplicating work will be initiated and channeled through the Print Center. Requests and/or purchases of outside printing or duplicating presented to the Purchasing Department will be referred to the Print Center to provide opportunity for in-house productions.

2.8.6 Computer Equipment & Software

The Office of Information Technology and Communication must approve all computer-related purchases (hardware, peripherals, and software) for purposes of meeting institutional specifications and standardization.

2.8.7 Proposed Contract Review Routing Form

All University business contracts, regardless of value, are to be routed through the appropriate campus offices for review of legal, risk mitigation, and financial compliance requirements before being submitted to the Purchasing Department for processing. The Proposed Contract Review Routing form standardizes the process and requires its use as the cover sheet to ensure the complete review by appropriate campus offices. This form is not for routing of Faculty Services Contracts.

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If the value of the proposed contract is equal to or greater than \$25,000, a review by the General Counsel, and the Executive the Vice President for Finance and Business Services/Chief Financial Officer (CFO) for the respective legal, financial, and risk management requirements. See Appendix I for the Proposed Contract Review Routing form and guidelines on its completion.

Payment of Contracts – Contract payment invoicing must reference the purchase order number assigned.

2.9 Changes to Purchase Orders

Request for modification of a PO shall be directed to the Purchasing Department in writing, on a new requisition. The reason for the change should be stated along with reference to the PO number and vendor. A PO can be changed only with the consent of both parties, and only the Purchasing Department can change a PO or contract on behalf of the University.

2.9.1 Cancellation of Purchase Orders

When a PO requires to be cancelled for any reason, a written request is sent to the Purchasing Department, which will include the reason for the cancellation. It may be necessary for the Purchasing Department to contact the vendor. A PO can be cancelled, with the consent of both parties when the vendor has acted on the PO and there place a risk to the University. Only the Purchasing Department can cancel a PO or contract on behalf of the University. Once a PO is cancelled, the budget commitment will be removed in Banner.

2.10 Vendor/Contractor Selection and Approval

2.10.1 Selection of Vendors/Contractors

Clark Atlanta University recognizes the importance of having a strong relationship with the multiple vendors with whom it does business. The selection of a vendor is the responsibility of the Purchasing Department. However, the vendor suggested by the person initiating the requisition will be given consideration when in the best interest of the University and when the purchase does not require competitive bidding. The Purchasing Department welcomes vendor suggestions.

2.10.2 New Vendors/Contractors

Vendors doing business with the University for the first time will be carefully evaluated. References will be checked, formal interviews may be conducted when practicable, and the Systems for Award Management (SAMS) and the Georgia Secretary of State-Division of Corporations (<https://ecop.sos.ga.gov/BusinessSearch>) will be checked to make sure they are qualified vendors. Authority for the final selection of the vendor shall be made by the Purchasing Department.

2.10.3 Vendor/Contractor Approval

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A vendor must complete an application form and submit to the Purchasing Department or the respective department before initially receive a formal order from the University. A visit to the vendor's office or place of business may be required.

Vendors may require the University to complete a credit application before accepting our order. Credit applications should be forwarded to the University Controller's Office for completion.

2.11 American Express Card (AMEX)

Procuring goods and services through AMEX card is an important component of the overall purchasing strategy of the University. However, the use AMEX is limited to emergencies, health and safety issues, subscriptions, and travel arrangements (airfare, hotel, and registration). AMEX should not be used to order from vendors where purchase order is an acceptable means of procuring goods and services.

2.12 Non-Purchase Order Transactions

As previously indicated, the purchase of most goods and services from outside vendors is to be preceded by the issuance of an official purchase order generated by the Purchasing Department, which then is sent to the vendors.

2.12.1 Direct Payment Request

Direct payment may be made for University obligations that recur monthly (rent/utilities), insurance premiums, accreditation fees, or where the vendor will not accept a purchase order or AMEX charge. Direct Payments are made for purchases under \$50.00 and not processed through AMEX.

2.13 Receipt of Supplies, Property, Goods, and Services

Incoming shipments are received through the Central Receiving Department, for verification. Incoming shipments are documented when carrier's shipping labels are scanned using the University tracking system, entered into Banner, and forwarded to the Accounts Payable Office. Shipments requiring any special receiving or internal delivery arrangements, the requesting departments and/ or Purchasing Department must alert the Central Receiving department in advance (**See 7.4.3 Central Receiving Policy for more details**).

In certain instances, it may be necessary to have shipments delivered directly to the ordering department without first processing it through Central Receiving. It is the responsibility of the ordering department/requestor to forward all shipping documents/ packing slips to Central Receiving within 72 hours upon receiving the shipment.

For the receipt of services, a copy of the PO should be signed by the appropriate management contact and forwarded to the Accounts Payable Office to confirm satisfactory completion of the services.

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It is the policy of the University that when a vendor has delivered the goods or services specified on a PO, he/ she has legally complied with his/ her part of the contract and should be paid.

2.13.1 Hazardous Materials and Biohazard Shipments

Hazardous materials may be delivered directly to University departments; however, each department is responsible for ensuring that a representative is available to receive the shipments and safe handling of products upon delivery. The department receiving the shipment must obtain from the vendor a Material Safety Data Sheet for all hazardous materials received. For additional information on the safe handling of hazardous materials, contact RSP Safety Manager, T. W. Cole Research Center for Science and Technology, at extension #6985.

2.13.2 Returns

In the event of any discrepancy, the respective department shall notify the Purchasing Department within 24 hours of receipt by the end-user. The Purchasing Department is responsible for communication with the vendor if a package needs to be returned. At no time is the requestor to contact the vendor.

2.14 Purchase of Cylinder Gas for Research

This process provides the University with a foundation for the effective management of the gas ordering/purchasing process. This section defines the procedures for processing the purchase requisition, purchase order, and the receipt/delivery of gas cylinders.

2.14.1 Cylinder Gas Ordering

Gas cylinder ordering and use is an essential part of research testing in laboratories. To help ensure effective management of the gas ordering/purchasing process, the following procedures have been put in place.

- A. An open Purchase Order must be created and issued at the beginning of the fiscal year by completing a purchase requisition. All purchase requisitions must include the requestor name, account number, and projected annual amount with the proper level of approval(s).
- B. CAU personnel [i.e., Principal Investigator (PI), Lab Manager, or Administrative Assistant] must place all gas orders.

NOTE: Students are prohibited from placing orders.

- C. Once an order is placed, the requestor sends an email to Central Receiving as notification of the order. The email should include PO number, PI name, room number, quantity, description of the item, and a point of contact. Orders that are received in Central Receiving without an email notification are returned to the vendor as an unconfirmed order.

7.8.1 Purchasing Policy and Procedures

- D. Central Receiving receives, tags, and signs all gas cylinder inventory tags. The tag information includes the date received, time in, lab number, PI name, the type of gas, the quantity, PO number, and cylinder number.
- E. The PI once delivered to the laboratory must sign for all gas cylinder deliveries. If no one is present, the PI must verify the delivery subsequently with Central Receiving.
- F. The vendor picks up empty cylinders, the Central Receiving personnel remove inventory tags, date and time are notated on the back of the tag as a means of verification that the empty cylinders are being returned, and tags are forwarded to Account Payable monthly.

2.15 Purchases under Federal and State Grants and Contracts

Grants and contracts received from federal and state agencies contain purchasing regulations and procedures with which the University must comply as a condition of accepting funds. The requisitioner, Office of Research and Sponsored Programs, and the Office of Grants and Contracts Accounting are responsible for ensuring all purchases comply with the terms of the grant or contract including the Federal Procurement Standards, 2 CFR 200.317 of the Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. Georgia Purchasing Manual GPM-V5 September 2013 and Georgia State Purchasing Act O.C.G.A 50-5-50 will apply for grants and contracts received from the State of Georgia.

Debarred vendors/contractors, as described in 2 CFR 180, Debarment and Suspension, are excluded from receiving contracts, and departments shall not solicit offers from, award contracts to, or consent to subcontracts with these vendors. Vendors/contractors who have been debarred are excluded from conducting business with the University as agents, representatives, subcontractors, or partners of other contractors. Vendors/Contractors and any affiliates involved, who have been identified as debarred or suspended are given prompt notice in writing, ordering activities are cancelled and all procurement activities are stopped.

3.0 Entities Affected By This Policy

Campus Community, vendors, consultants, and students are affected by this policy.

4.0 Definitions of Key Terms

The words defined herein are commonly used procurement terms. These definitions are intended to describe the meaning of these words in daily use. They are not intended to be legal definitions.

- **Purchase Order (PO)** – A document issued by the University to formalize a purchase transaction with a vendor. A purchase order confirms the quantity, description, and price of the supplies or services to be provided and applicable terms and conditions that govern the transaction.
- **Blanket Purchase Order** – A document issued by the University to formalize a purchase transaction with a vendor. This type of document is utilized when there is a need for procuring routine goods or services on repetitive bases, from a single vendor (i.e. contract services, travel, and catering services).
- **Change Order** – A request for modification to an existing PO.

7.8.1 Purchasing Policy and Procedures

- **Requestor** – The person or department requesting certain goods or services.
- **Reservation** – A reservation is created when a requisition is created in Banner. It represents an internal request for expenditures against the respective department’s budget.
- **Encumbrance** – A commitment of funds against the department’s budget for a specific purchase order. The encumbrance is established when a purchase order is approved and issued. The encumbrance is reduced or eliminated when an invoice is approved and payment has been issued, or when the encumbrance is cancelled.
- **Vendor** – A person or company selling goods or providing services to the institution.
- **Commodity** – The goods or services that are being procured.
- **Commodity level accounting** – A way of processing requisitions or purchase orders, in which each line (commodity) of the requisition will have its own accounting distribution. Supplies and equipment can still be ordered on one requisition.
- **Document level accounting** – A way of processing requisitions or purchase order, in which the accounting distribution entered on the requisition applies to the whole requisition.
- **Stock Item** – A commodity that is in central stores inventory.
- **Sole Source** – The only known source with the ability to supply the necessary supplies or services due to the unique nature of the requirement, the vendor, or market conditions.
- **Free on Board (F.O.B.) Destination – Freight Prepaid:** A shipping term defining the point at which time legal title to the supplies is transferred to the buyer. This term indicates that the seller pays the freight charges, owns the supplies in transit, and files all claims for damages as necessary.
- **Request for Information (RFI)** – This is an informal document requesting information from vendors regarding a product, service, or solution to a problem.
- **Request for Quote (RFQ)** – This is a formal document to invite suppliers into a bidding process on a specific product or service. This is usually done when the requestor knows exactly the type, model, and quantity they wish to buy.
- **Request for Proposal (RFP)** – This is a formal document requesting that vendors submit a proposal to provide a solution to a problem or a need that the University has identified. An RFP is a procurement process where the Institution has the ability to evaluate an offeror’s response in accordance with established or stated criteria.
- **Small Purchase Acquisition Threshold** – Small Purchase procedures require relatively simple and informal procurement methods for securing supplies, services, or other property costing \$5,000 to \$100,000. NOTE: University lowers the upper limits of the threshold from \$150,000 to \$100,000.
- **Micro Purchases** – is the acquisition of supplies or services, the aggregate dollar amount of which does not exceed the micro-purchase threshold (\$5,000). This procurement method is awarded without soliciting competitive quotations if the price is considered.

5.0 Purchasing Tips

7.8.1 Purchasing Policy and Procedures

Clark Atlanta University procurement policy requires advance approval of purchase requisitions and purchase orders **BEFORE** the University is financially committed.

- a) Requisitions must be filled out completely. Partial or inaccurate information slows the processing and may necessitate the return of the requisition. This includes budget coding, confirmation numbers, registration forms, complete addresses, and telephone numbers of the vendors. “Special Instructions” for processing needs to be specific, especially in cases where prepayment or a deposit is required.
- b) Plan ahead to avoid last minute or emergency purchases. Unauthorized purchases are improper and potentially illegal. The purchaser or the Department may be responsible for the charges.
- c) With certain exceptions, all correspondence with suppliers should be handled through the Purchasing Department.
- d) All food service catering events must include an event confirmation form. The requisition must arrive prior to the event.
- e) When a service is required, a Professional Service/Consultant Statement of Work Form must be used. It should be processed prior to providing the service, not after the fact.
- f) If it is necessary to increase the amount of a PO, a new requisition is required, along with the same signature approval process for your area.
- g) Never have more than one open blanket order to the same vendor at the same time. This will ensure that payments are charged accurately and promptly.
- h) There is a three-five day turn-around for the processing of requisitions in Purchasing, and requisitions are processed in the order received. Planning for your departmental signature process is critical. The expectation for same day service is not feasible.
- i) The status of a requisition can be checked in Banner in FGIBDST, using the appropriate accounting line and “Transaction Detail Information” query, or through Banner Web, using a Budget Query.
- j) Questions regarding the issuance of checks or payments need to be directed to Accounts Payable. You will need the PO number when inquiring.



PROFESSIONAL SERVICE/CONSULTANT STATEMENT OF WORK FORM

This Service Agreement made as of this ___day of_, 201___, between Clark Atlanta University (“University”) and _____ (the “Consultant”).

The Consultant has extensive experience regarding _____

and the ability to perform services for the University.

1. All independent contractors (i.e., consultants, guest speakers, and personal service suppliers) providing a service to the University must complete this form.
2. The Consultant is hereby engaged by the University and agrees to perform the Services described below:

3. The Consultant agrees to perform the services to the satisfaction of the University during the term of this Agreement.
4. The University agrees to pay the Consultant a fee of _____ for the actual Services rendered. The fee will be payable (describe frequency and amount of payments; fee can be stated as “not to exceed”) as described below:

5. The Consultant agrees that the University will not deduct income or Social Security tax on any payments to the Consultant hereunder.
6. The Consultant understands and agrees that he/she will not accept any compensation for this work during a time when he/she is being compensated by other federal monies.
7. The Consultant understands that the Consultant’s status hereunder is that of independent contractor. The Consultant is not an employee of the University in the performance of Services and is not entitled to any employee benefits, statutory or otherwise, including, but not limited to, worker’s compensation or unemployment compensation.
8. The Consultant agrees to keep confidential and not to disclose to third parties any information provided by the University pursuant to this Agreement unless the Consultant has received in writing prior consent of the University to make such disclosure.
9. The relationship created by this Agreement shall be that of independent contractor, and the Consultant shall have no authority to bind or act as agent for the University or its employees for any purpose.



PROFESSIONAL SERVICE/CONSULTANT STATEMENT OF WORK FORM

- 10. The Consultant agrees that any personal injury to the Consultant or third parties or any property damage incurred in the course of performance of Services shall be the responsibility of the Consultant.
11. All or part of this Agreement may be terminated by the University for its convenience.
12. The term of this agreement shall begin on ____, 201__ , and continue until, 201__.
13. The Consultant agrees to maintain detailed business and accounting records sufficient to permit the University to audit the work/ services provided hereunder.
14. The Consultant agrees that if the compensation hereunder is paid with federal funds the Consultant shall abide by all applicable federal regulations, procedures, and law, including the signing of any documents necessary to ensure that the agreement between the parties is consistent with all federal requirements.
15. The Consultant certifies that he or she is not debarred, suspended, or otherwise excluded from participation in federal programs or from receiving compensation with federal funds.

CONSULTANT:

CLARK ATLANTA UNIVERSITY:

Print Name Date

Print Name Date

Services are to be charged to Banner Account Number(s): _____
Consultant's Tax I.D. # or Social Security # _____

223 James P. Brawley Drive, S.W.
Atlanta, GA 30314
(404) 880-8411

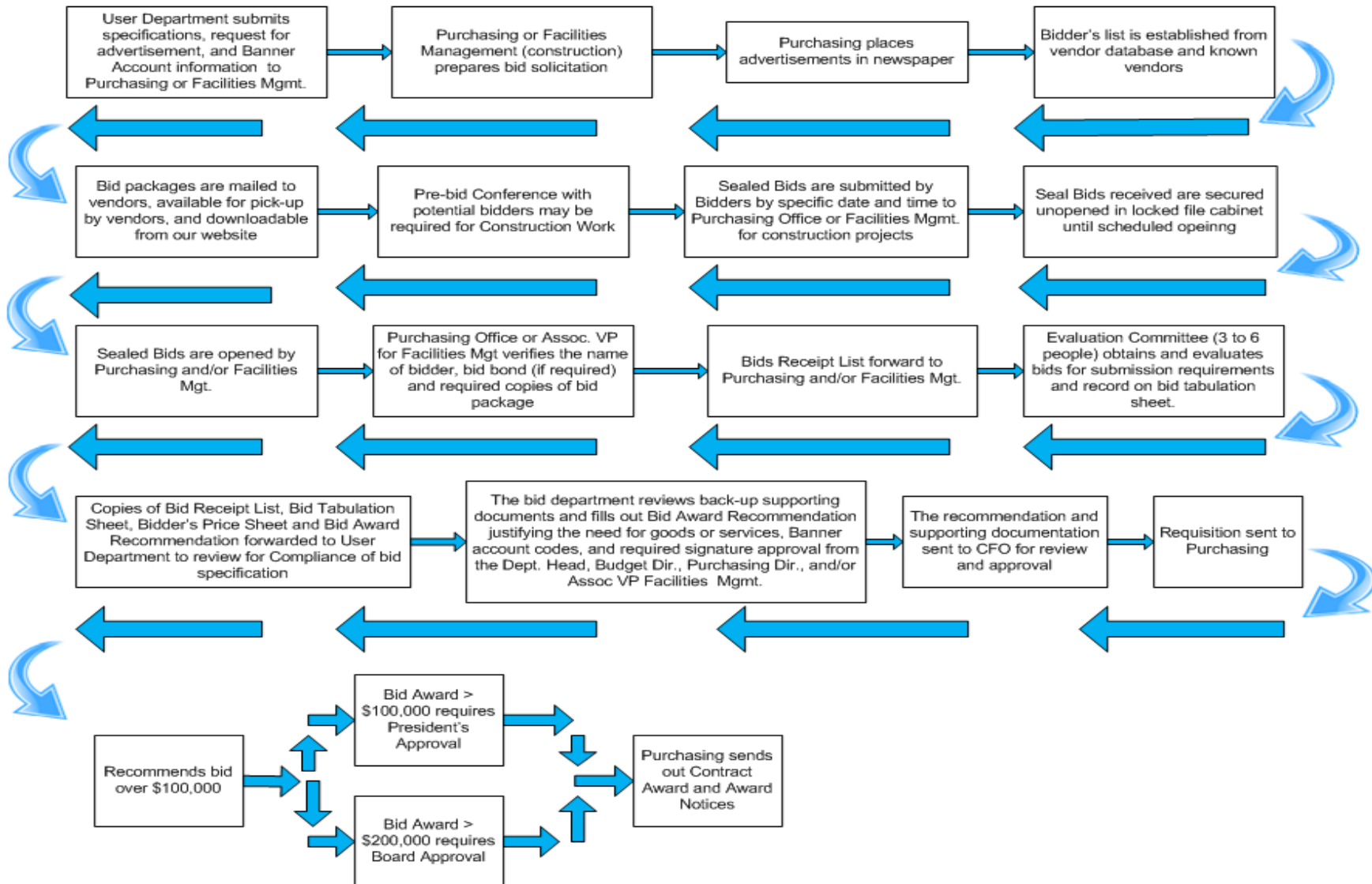


CLARK ATLANTA UNIVERSITY

COMPETITIVE BIDS CHART

Appendix C

FORMAL BID PROCESS (PURCHASES OVER \$100,000)



Rating Factor	Weight	Respondent Names									
		Vendor A		Vendor B		Vendor C		Vendor D		Vendor E	
		Score	Weighted Score	Score	Weighted Score	Score	Weighted Score	Score	Weighted Score	Score	Weighted Score
1. Price Proposal	.40										
2. Prior Experience- (history, review of other clients and references)	.10										
3. Quality of Service (delivery, granularity of billing increments,	.30										
4. Quality of Product – value, customer acceptability, packaging	.20										
	1.0										

Rating Factor	Weight	Respondent Name	
		Vendor F	
		Score	Weighted Score
1. Price Proposal	.40		
2. Prior Experience- (history, review of other clients and references)	.10		
3. Quality of Service (delivery, granularity of billing increments,	.30		
4. Quality of Product – value, customer acceptability, delivery	.20		
	1.0		

Instructions: Enter a score (0-5) in each of the five evaluation criteria boxes:

- 0 Totally unresponsive / does not meet minimum requirements.
- 1 Well below average, barely meets minimum requirements.
- 2 Slightly below average / meet minimum requirements.
- 3 Average, meets minimum requirements in many or all areas.
- 4 Above average, exceed minimum requirements in many or all areas.
- 5 Outstanding, far exceed minimum requirements in most areas.

Review Committee: _____



PROFESSIONAL SERVICE/CONSULTANT STATEMENT OF WORK FORM

RFP EVALUATION GUIDELINES

Appendix D

1. A comprehensive, fair, and impartial evaluation of proposals received in response to this Request for Proposals (RFP) procurement effort will be conducted.
2. RFP Coordinator will be someone from the respective department/office that understands the requirements for proposed goods or services. The RFP Coordinator will provide administrative support to the RFP Committee Evaluators (three to six members), identify and monitor deadlines, help to identify and customize boilerplate content to meet proposal requirements, review and assemble proposals for submission to Evaluation Committee, including proofing and organizing the final layout. The RFP Coordinator will not be a proposal evaluator.
3. Each RFP evaluator will ensure that no conflict of interest exists between the vendor and himself or herself for each vendor proposal evaluated. The RFP Evaluators must complete the Certification of Non-Conflict of Interest form (see Appendix E) and submit to the RFP Coordinator.
4. Evaluation Committee members should not disclose any information contained in the proposals or information about the evaluation process with the vendor proposers or anyone else, except for University employees with a need-to-know. The proposals are considered confidential and are not subject to public inspection until after the evaluation process has concluded and the RFP Coordinator has sent the notices of intent to award to the proposers.
5. A copy of the RFP documents and a copy of each technical proposal received will be furnished to each RFP evaluator.
6. Evaluators will review the proposals deemed to be non-responsive by the RFP Coordinator to confirm this determination.
7. It is recommended that the evaluation committee make reference checks by telephone on at least three (3) of the client references given by the proposer. A list of questions should be developed by the committee to pose to each client reference. Typically, the reference checks will be assigned in a manner whereby one evaluator does not perform all of the checks on one proposer. The evaluator should make a written record of the reference checks. They should be turned in to the RFP Coordinator with the scoring sheets.
8. Each evaluator should read the RFP documents and become familiar with the evaluation criteria. Each evaluator should read and score all responsive proposals according to the evaluation criteria stated in the RFP. Note: scoring of client references should not be done until after the committee meets to discuss the evaluation as indicated below.
9. The evaluation and scoring of the technical proposals must be done independently for each proposal. After the technical proposals are all read and scored, the Evaluation Committee will meet and discuss the evaluations and the scoring assigned by each evaluator. Because of the committee discussion, each evaluator may independently change his/her scoring. The RFP Coordinator will query the evaluators as to whether they desire to change their scores. After the meeting, the final scoring forms should be turned in to the RFP Coordinator.

CLARK ATLANTA UNIVERSITY
PURCHASING POLICY-RFP Evaluation Guidelines

Appendix D

10. The Evaluation Committee then needs to determine if presentations/interviews will be required from the three top scoring responsive proposers. These may be conducted on-campus at Clark Atlanta University, or by teleconference. At the conclusion of each presentation, evaluators should give an independent score. The Evaluation Committee should then discuss the presentation and scoring at which time each evaluator may independently change their score. Final scoring forms for the presentations should be turned in to the RFP Coordinator.

11. Only information contained in the technical proposals and information learned during the presentations/interviews, if required, may be considered by the RFP Evaluation Committee in scoring the proposals. However, if an evaluator has other information (such as personal experience, media reporting, etc.) that he/she considers to be of an adverse nature to the proposer, this information should be noted and made part of the evaluation file for consideration by the administration official making the award decision. However, points should not be added or subtracted for this information. Unsubstantiated claims or rumors should not be considered and in no fashion enter into the evaluation process.

12. The RFP Coordinator will prepare a Technical Proposal Scoring Summary based on the scoring forms submitted by the evaluators. This summary will be sent to the Evaluation Committee for review and approval.

13. The Evaluation Committee will send a notification to the RFP Coordinator that the Technical Proposal Scoring Summary is accurate.

14. When cost proposal is submitted separately of the technical proposal, the RFP Coordinator will then schedule a time to open the cost proposals from the responsive proposers, if submitted separately.
 - a) If submitted separately, the RFP Coordinator will open the cost proposals at the scheduled time and then assign a score based on the criteria stated in the RFP.
 - b) The RFP Coordinator will send a copy of the cost proposals and the tentative scoring to the Proposal Evaluation Committee for review and approval.
 - c) After the committee approves the cost proposal scoring, the RFP Coordinator will prepare a Final Scoring Summary and transmit this to the Evaluation Committee and administrative officials.

15. After an award decision is made by the appropriate administrative official, the RFP Coordinator will send a notification to all proposers indicating the University's intent to award to the successful proposer. The proposals and the evaluation documents are then available for public inspection in the Purchasing Department. The University may not proceed with executing a contract with the successful proposer until seven (7) calendar days after the intent to award letters go to the proposers.



Clark Atlanta University
 Purchasing Department

Appendix E

CERTIFICATION OF NON-CONFLICT OF INTEREST
 Bid - RFP Evaluation

I, _____ understands that I have been charged to serve as members or the Evaluation Committee for the solicitation as specified [_____] and certify that I have no conflict of interest (business or personal) with any of the vendors, who proposals are being evaluated. I have had no contact with any participating vendors between the time of the bid opening and the award recommendation.

Vendor's Name	Disclosure
	Relationship with Vendors? Yes <input type="checkbox"/> * No <input type="checkbox"/>
	Relationship with Vendors? Yes <input type="checkbox"/> * No <input type="checkbox"/>
	Relationship with Vendors? Yes <input type="checkbox"/> * No <input type="checkbox"/>
	Relationship with Vendors? Yes <input type="checkbox"/> * No <input type="checkbox"/>
	Relationship with Vendors? Yes <input type="checkbox"/> * No <input type="checkbox"/>
	Relationship with Vendors? Yes <input type="checkbox"/> * No <input type="checkbox"/>
	Relationship with Vendors? Yes <input type="checkbox"/> * No <input type="checkbox"/>

 Signature of Evaluation Committee Member

 Date

By signing this certification, the evaluator attests that he/she has no conflict of interest, including financial or personal, in the evaluation of the specific solicitation. Please note that this requirement applies to all transaction types.

**On a separate sheet of paper, please disclose in detail any and all relationships with the participating parties.*

 **SINGLE / SOLE SOURCE JUSTIFICATION**

A sole source purchase may be made when there is *clearly and legitimately a single source of supply*. You must use this worksheet to record the information to justify your sole source purchase request. Sole Source Justifications are not to be utilized to circumvent normal purchasing procedure. Pricing is not a Justification for a single sole purchase. If approved, a purchase order will be issued.

Purchase Requisition # _____

Name: _____ Phone: _____

Department: _____ E-mail: _____

**BRIEFLY DESCRIBE THE PRODUCT/ SERVICE YOU ARE REQUESTING
AND ITS FUNCTION**

The purchase will be used for:

- Research
- Classroom/teaching
- Other (specify) _____
- Patient Care/Medical
- Maintenance/repair

Unique characteristics of the item(s) I am requesting are:

The companies (vendors) I contacted *and* the brands I investigated are:

I am requesting this purchase as a sole source because (check if applies):

- Vendor is a sole provider of a licensed or patented good or service
- Match existing/compatible with my existing equipment:
CAU tag # _____ Serial # _____
- As a replacement or repair part from original manufacturer
- As a component to be interfaced with the existing equipment
- As an accessory or option to match existing equipment or for interchangeability
- Continuity of research
- Vendor is a sole provider of factory-authorized warranty service
- Maintenance is from the original equipment manufacturer
- Emergency will not permit delay in procurement

Other: _____

Requestor: _____ **Approval:** _____

CLARK ATLANTA UNIVERSITY

Form CAU-PUR 104



**CLARK ATLANTA UNIVERSITY
PURCHASING DEPARTMENT**

VENDOR APPLICATION

Vendor Information Checklist:

- Completed Vendor Information
- W-9Form
- Copy of Business License
- Proof of Insurance or Bonded, (Where applicable)

Consultant Information Checklist:

- Completed Vendor Information
- W-9 Form

In accordance with Clark Atlanta University (University) Policy 7.8.1 Purchasing, all new vendors desiring to do business with the University are required to complete the Vendor Application and provide related business information. The completed application and related business information documents are to be submitted to the Purchasing Department before commencing any work for the University. The University is required by law to obtain this information when making a reportable payment to the vendor. This information will be kept as confidential information, and will only be disclosed for audits or if subpoenaed by a government agency or court of competent jurisdiction.

Vendor Name: _____

Address: _____

City/State/Zip Code: _____ / _____ / _____

Telephone: _____, /ext. _____ Fax: _____ e-mail: _____

Federal Employer Identification Number Business: _____

Social Security Number: _____

Purchase Order Address: _____

Accounts Payable Remittance Address: _____



**CLARK ATLANTA UNIVERSITY
PURCHASING DEPARTMENT
Vendor Application**

Appendix G

Assigned Salesperson: _____

Sales Manager: _____

Telephone Number: Fax Number: _____

If the vendor is an individual or sole proprietorship, please answer the following questions:

Are you a U.S. Citizen?	YES	<input type="checkbox"/>	NO	<input type="checkbox"/>
If no, are you a Resident Alien?	YES	<input type="checkbox"/>	NO	<input type="checkbox"/>
If no, are you a Nonresident Alien?	YES	<input type="checkbox"/>	NO	<input type="checkbox"/>

If the vendor is an organization, please mark the appropriate category below:

<input type="checkbox"/> Domestic Corporation	<input type="checkbox"/> Partnership
<input type="checkbox"/> Government Agency	<input type="checkbox"/> Foreign Corporation/Partnership/Entity

Other (specify): _____

Type of Service/Product Provided: _____

Selling Terms _____

FOB Points: _____

VENDOR CERTIFICATION

Disadvantaged Business Enterprises, Women Minority Business Enterprises,
and Minority Business Enterprises

The Purchasing Department will make every effort to include Disadvantaged Business Enterprises, Women Minority Business Enterprises, and Minority Business Enterprises in the acquisition and disposition of goods and services for Clark Atlanta University.

___ Disadvantaged Business Enterprise, such as a firm owned (51%) and controlled by a minority person or a woman, or other disadvantaged business enterprises.

___ Women Minority Business Enterprise, such as a firm owned and controlled solely by a woman.

___ Minority Business Enterprise, such as a firm owned and controlled solely by a person certified by SBA as meeting the requirements of a Minority Business.

Provide Certification for the box indicated above.

**CAU PURCHASING DEPARTMENT
Vendor Application**

By submitting this application, I do hereby solemnly swear or affirm that the information given above is current and true to the best of my knowledge. Furthermore, should any data change in the future; I will ensure that correct information is immediately submitted to the Purchasing Department. I also fully understand and agree that Clark Atlanta University is not responsible for the payment of any invoice(s) unless an approved purchase order has been issued prior to the delivery of any goods or services.

Signed: _____ Principal Officer Title: _____ Date: _____

For Purchasing Department Use Only

Vendor Approved by _____ Vendor No. _____

Date: _____

-



ACH CREDIT AUTHORIZATION FORM

Company/Vendor: _____

Federal Identification#: _____ Postal Zip Code: _____

I (we) _____ hereby authorize Clark Atlanta University
[Company Vendor]

hereinafter called University, to credit entries to our account indicated below and the financial institution named below, hereinafter called Financial Institution, to initiate electronic credit entries, and if necessary, process any debt adjustments needed to correct entries made in error, to the account listed below _____
acknowledges that the origination [Company Vendor]
of ACH transactions to its account must comply with the provisions of U.S. law.

It is my responsibility to obtain the correct ACH Routing/Transit Number and Account Number from my Financial Institution. Incorrect account information will delay payment.

Financial Institution Name: _____

Routing Number: _____

Account Number: _____

- Checking Account Savings Account

This authority is to remain in full force and effect until the University has received written Authorization from _____ of its termination in such time and manner as to [Company/Vendor] afford the University and Financial Institution a reasonable opportunity to act on it.

[Company/Vendor]

[Contact Name]

[Authorized Representative]

[Business/Contact Email]

[Remit-to Email Address]

[Contact Phone Number]

[Vendor's Authorized Signature]

[Title of Authorized Representative]

[Date]

Complete this form and FAX to: Clark Atlanta University Attention Accounts Payable (404-880-8361)

Do not write below this line-Reserved for Internal Use

[Entered into Banner-AP Rep Initials]

[Vendor 900#]



Form W-9 (Rev. January 2005) Department of the Treasury Internal Revenue Service
Request for Taxpayer Identification Number and Certification
Give form to the requester. Do not send to the IRS.

PRINT or TYPE

Name (as shown on your income tax return)
Business name, if different from above
Check appropriate box: Individual, Sole proprietor, Corporation, Partnership, Other
Address (number, street, and apt. or suite no.)
City, State, and ZIP code
List account number(s) here (optional)
Requester's name and address (optional)

Part I Taxpayer Identification (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Use 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part Instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see How to get a TIN on page 3.

Social security number

or

Employer identification number

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Part II Certification

Under penalties of perjury, I certify that:

- 1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. person (including a U.S. resident alien).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN.

Sign Here Signature of U.S. Person. Date.

Get the complete IRS Form W-9 and instructions from the Purchasing Department





CLARK ATLANTA UNIVERSITY

Non-Disclosure of Confidential Information Agreement For Vendors Either On Site or via Remote Access

This agreement is hereby entered into, by and between _____ hereinafter "Service Organization") and Clark Atlanta University (hereinafter "the University" or "University")
Date on _____, 201_. Clark Atlanta University and Service Organization mutually agree to the terms of this Agreement to govern the handling, processing, or storing of University data and information by any employee, subcontractor, agent or other individual affiliated with Independent Contractor (hereinafter "Service Provider") to which he or she may have access during the course of any work done relating to the information system network maintenance and updates, support or testing of computer software and/or hardware used by the University.

If any conflict exists between the terms of this agreement and any prior agreement, the terms of this agreement shall govern.

1. Definitions:

The term Service Provider will refer to any employee, subcontractor, agent, or other individual affiliated with Service Organization who has access to University data and information.

The term *Covered Data and Information* will refer to any piece of University data and information to which any Service Provider may have access during the course of his or her performing work relating to the hosting, network maintenance or updates, support or testing of computer software and/or hardware used by the University.

2. Acknowledgment of Access to Covered Data and Information: Service Organization acknowledges that the Agreement allows Service Providers to access Covered Data and Information, and that Covered Data and Information will be used for testing and assessment purposes or as specifically authorized by the University only.
3. Prohibition on Unauthorized Use or Disclosure of Covered Data and Information: Service Organization agrees that Service Providers will hold the Covered Data and Information in strict confidence. Service Providers shall not use or disclose any piece of Covered Data and Information that may be accessed except as permitted or required by the Agreement, as required by law, or as otherwise authorized in writing by the University.
4. Safeguard Standard: Service Organization agrees that Service Providers will protect the Covered Data and Information according to commercially acceptable standards and no less rigorously than it protects its own Covered Data and Information.
5. Handling, Processing, or Storing of Covered Data and Information: Service Providers will take no intentional action to make a copy of any piece of Covered Data and Information onto any computer or media without prior authorization by manager of the University department responsible for that data and the University's Chief Information Officer. In cases where information is copied onto any media, electronic, magnetic, optical, print, film or otherwise, such Covered Data and Information will be carefully guarded by all Service Providers against unauthorized exposure and, once the work has been completed, Service Providers will destroy all copies of Covered Data and Information either through destructive erasure (magnetic and electronic media) or physical shredding (all other media, such as paper, CDs, DVDs, etc.).



CLARK ATLANTA UNIVERSITY
Non-Disclosure of Confidential Information Agreement
For Vendors Either On Site or via Remote Access

6. Term and Termination:
 - a. This Agreement shall take effect upon execution.
 - b. In addition to the rights of the parties established by the underlying Agreement, if the University reasonably determines in good faith that any Service Provider has materially breached any of its obligations under this Agreement, the University, in its sole discretion, shall have the right to:
 - i. Exercise any of its rights to reports, access and inspection under this Agreement; and/or
 - ii. Require Service Organization to submit to a plan of monitoring and reporting, as the University may determine necessary to maintain compliance with this Agreement; and/or
 - iii. Provide Service Organization with a fifteen (15) day period to cure the breach; and/or
 - iv. Terminate the Agreement immediately if any Service Provider has breached a material term of this Agreement and cure is not possible.
 - c. Before exercising any of these options, the University shall provide written notice to Service Organization describing the violation and the action it intends to take.
7. Subcontractors and Agents: If a Service Provider provides any Covered Data and Information, which was received from, or created for the University to a subcontractor or agent, then Service Organization shall require such subcontractor or agent to agree to the same restrictions and conditions as are imposed on Service Organization by this Agreement.
8. Maintenance of the Security of Electronic Information: Service Organization shall develop, implement, maintain, and use appropriate administrative, technical and physical security measures to preserve the confidentiality, integrity and availability of all electronically maintained or transmitted Covered Data and Information received from, or on behalf of, the University.
9. Reporting of Unauthorized Disclosures or Misuse of Covered Data and Information: Service Organization shall report to the University any use or disclosure of Covered Data and Information not authorized by this Agreement or in writing by the University. Service Organization shall make the report to the University not less than one (1) business day after Service Provider learns of such use or disclosure. Service Organization's report shall identify:
 - a. The nature of the unauthorized use or disclosure,
 - b. The Covered Data and Information used or disclosed,
 - c. Who made the unauthorized use or received the unauthorized disclosure,
 - d. What Service Organization has done or shall do to mitigate any deleterious effect of the unauthorized use or disclosure, and
 - e. What corrective action Service Organization has taken or shall take to prevent future similar unauthorized use or disclosure.

Service Organization shall provide such other information, including a written report, as reasonably requested by the University.

10. Indemnity. Service Organization shall defend and hold the University harmless from all claims, liabilities, damages, or judgments involving a third party, including the University's costs and attorney fees, which arise as a result of Service Organization's failure to meet any of its obligations under this Agreement.



CLARK ATLANTA UNIVERSITY
Non-Disclosure of Confidential Information Agreement
For Vendors Either On Site or via Remote Access

11. Survival. The respective rights and obligations of Service Organization under Section 6 shall survive the termination of this Agreement.

IN WITNESS WHEREOF, each of the undersigned has caused this Agreement to be duly executed in its name and on its behalf.

Service Organization

Date: _____

Title: _____

By: _____

Clark Atlanta University

Date: _____

Title: _____

By: _____



CAU PROPOSED CONTRACT REVIEW ROUTING FORM

1. Contract Owner:	1a. Submission Date:	1b. Telephone #:
1c. Dept. Contract Owner's Signature:		

2. Brief Description and Purpose of Contract:

Renewal, If so, Renewal No.: _____ Amendment, If so, Amendment No.: _____

2a. If the contract will cross multiple fiscal years, please indicate the amount that will be encumbered in the current fiscal year _____

3. Contract #:	4. Contract Amount:	5. Effective Date:	6. End Date:
	\$ _____		

7. Contractor's Name	7a. Payee Vendor ID#/ Address/Telephone#

8. Method of Payment	8a. Banner Fund Code,	8b. Banner Org. Code	8c. Banner Exp. Code	8d. Program Code
<input type="checkbox"/> Cost Reimbursement				
<input type="checkbox"/> Fixed Price				
<input type="checkbox"/> Performance Based	9. Contract Type		10. Program Area Title	
<input type="checkbox"/> Other _____ (please specify)	<input type="checkbox"/> (A) Vendor	<input type="checkbox"/> (B) Sub-recipient		
	11. Contract Manager's Name and Telephone Number			

12. ADMINISTRATIVE REVIEW

KEY PERSONNEL	COMMENTS (attached sheet if necessary)		
Executive Vice President Finance & Business Services/CFO's Signature, if over \$50,000:	Date:		
<input type="checkbox"/> No Change Proposed	<input type="checkbox"/> Changes suggested or required (See Comments)		
General Counsel's Signature, if over \$25,000: (or for any amount related Software contracts or licenses)	Date:		
<input type="checkbox"/> No Change Proposed	<input type="checkbox"/> Changes suggested or required (See Comments)		

13. APPROVALS:

Approved by:	(Signature) Vice President for Research and Sponsored Programs, (if applicable to a Federal Award)	Date:	
Approved by:	(Signature) Vice President for (Division in which the contract is to be managed)	Date:	
Approved by:	(Signature) Executive Vice President/Chief Financial Officer	Date:	
Approved by:	(Signature) President of the University, (if ≥ \$100,000) and long term contracts over two years	Date:	
Approved by:	(Signature) Board of Trustees, Chair, Vice Chair, or Chair Fin. & Audit Committee (If ≥ \$200,000) and Long-term contracts over two years.	Date:	



CAU PROPOSED CONTRACT REVIEW ROUTING FORM

Page 1 of 2



Guidance on Completing the Proposed Contract Review Routing Form

1. The Contract Owner is the individual who initiates, obtains, and directs University review (Risk, Legal, Financial, etc.), and approval process. The Contract Owner, through the respective department/school/unit, ensures the contractor can perform the terms and conditions of the contract, funds are available to pay for the goods and services, and the terms meet specification of the Requests for Proposal, Invitations to Bid, quotes, or other requirements, review proposed contracts within their specific department
 - 1a. The Contract Owner will enter the date the proposed contract was submitted and moved forward for review, approval, and University signatures.
 - 1b. The Contact Owner's office telephone number will be required.
 - 1c. Signature of the Contract Owner is required
2. A brief description and purpose of the contract will be entered (e.g. to provide custodial full services to ten University's on-campus buildings over five years at a frequency and scheduled established by the University.)
 - Indicate whether the proposed contract is a renewal or an amendment.
 - Enter the renewal or amendment number.
 - 2a. If the contract is for multiple fiscal years, indicated the amount that will be encumbered in the current budget fiscal year (Yr. #1).
3. Enter the Contract Number assigned (e.g. requisition number).
4. Enter the Contract Amount over the entire performance periods.
5. Enter the effective date of the Contract.
6. Enter the Contract end.
7. Enter the Contractor's Company or Individual name.
 - 7a. Enter the Vendor ID number assigned by the Purchasing Department
8. Check the Method of Payment: Cost Reimbursement, Fixed Price, Performance Based, or other category. Enter the Banner FOAPAL Codes.
 - 8a. Fund (unrestricted or restricted).
 - 8b. Banner Organizational Code.
 - 8c. Banner Expense Code.
 - 8d. Banner Program Code.
9. Check the Contract Type: Vendor or Sub-recipient (subaward).
10. Enter the Program Area Title.
11. Enter the Contract Manager's Name and Telephone Number, if different from the Contract Owner.
12. The Administrative Reviewers are the University's agents who have oversight for risk, legal, financial, etc. The Reviewers provide the University review of contract terms and conditions and ensure all critical components related to the University are included the document and acceptable. The Reviewers sign the Contract Review form to indicate that the contract can move forward to University signature approvers or return to the Contract Owner for further work, action, and/or compliance.
13. Signature Approvers are agent of the University who has authority to bind the University to terms and conditions within the contract. The Signature Approvers must ensure that the proposed contract is clear, accurate, and complete.



CAU PROPOSED CONTRACT REVIEW

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CLARK ATLANTA UNIVERSITY COST OR PRICE ANALYSIS WORKSHEET

GENERAL INFORMATION / CLARK ATLANTA UNIVERSITY CONTACT

Today's Date:		Contact Name:	
Document ID #:		Campus Phone:	
Unit/School/Department:		Email Address:	
Unit/School/Department's Best In-House Estimate of Project Costs before Receiving Quotes, Bids, or Proposals:			\$

VENDOR INFORMATION

Contact Name:	
Phone:	
Email Address:	

COST OR PRICE REASONABLENESS BASED ON:

Cost and Price Analysis is required for any purchase that is greater than \$100,000, including contract modifications. If only one bid has been obtained, the requesting department must provide additional information documenting how the price quoted by the selected vendor was determined to be fair and reasonable.

The following are suggestions for determining cost and price reasonableness for a product or service. Reasonableness is what a prudent business would pay in a competitive marketplace. Check one and include a descriptive explanation in the box provided on page two of this worksheet. Submit the requested supporting documentation along with this form to the Purchasing Department by email, fax, campus mail, or in person. In addition to the cost being reasonable, it must be allowable and necessary.

Check One:

Commercial Catalog/Published Price:

- Attach applicable vendor catalog page(s) showing pricing for the requested items or service.
- Is the price quoted by the vendor as good as or better than the catalog price? If "no," provide an explanation about why it isn't.
- If the price quoted by the vendor matches their catalog price, the vendor must still be contacted to confirm that the price quoted is their best offer. Document vendor name and contact date.

Established Market Price:

- Attach a price list or quote for a similar item or service from a competing vendor, or attach a copy of a vendor invoice to, or a purchase order from, another organization.
- Explain the similarity of the items.

Comparison with Prior Purchases of Same or Similar Item:

- Vendor: _____
 Purchase Order Number: _____ Date Purchased: _____
 Quantity: _____ Unit of Measure: _____ Unit Price: _____
- Attach a copy of the previous purchase order.



CLARK ATLANTA UNIVERSITY COST OR PRICE ANALYSIS WORKSHEET

- If not the same item, explain the similarity to the prior purchase and how your Unit/school/ department determined that the previous price paid was fair and reasonable.

Make-or-Buy Analysis by Primary End-User/Technical Personnel:

- Review technical data and attach an internal analysis/estimate of the cost to make the item or performed the task "in house" (considering materials/parts, equipment, labor, etc.).
- Explain how your unit/school/department's "in house" estimate compares to the price quoted by the selected vendor.

DESCRIPTION / RATIONALE FOR DETERMINING COST / PRICE REASONABLENESS (REQUIRED)

Under federally funded grant or cooperative agreement awards, if the award references a proposal that a) specifically identified the manufacturer, model and the price (only if a supplier quotation accompanied the proposal), or b) identified a specific person with an hourly rate for fixed price for that person, then the contracting officer has accepted that price as being deemed reasonable by the proposer and nothing else needs be done as long as the final price does not exceed the budgeted line item. If, however, the award is a federally funded contract or purchase order, then the proposer must formally provide rationale with the proposal (using one of the above methodologies) to determine price reasonableness at the time of the proposal before this method of price reasonableness is acceptable.

UNIT/SCHOOL/DEPARTMENT APPROVAL

By signing below, the department certifies that the information submitted with this form has been reviewed and the vendor has been contacted to confirm that the pricing offered is their best price.

Signature: _____ Date: _____
(Principal Investigator, Director, or Dept. Head)

Printed Name: _____
(Principal Investigator, Director, or Dept. Head)

If restricted funds, approval by:

Signature: _____ Date: _____
(Research and Sponsored Programs or Title III Admin Office)



CLARK ATLANTA UNIVERSITY COST OR PRICE ANALYSIS WORKSHEET

Appendix I

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PROCUREMENT APPROVAL - TO BE FILLED OUT BY THE PURCHASING DEPARTMENT

Cost justification provided by the requesting department/school/unit is complete and appropriate:

Approved

Not Approved

Signature: _____ Date: _____
(Buyer)