



XAVIER

UNIVERSITY *of* LOUISIANA

Procurement Policy and Procedures

XAVIER UNIVERSITY OF LOUISIANA
Procurement Policy and Procedures Manual

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1.0 Purchasing Mission and Authority

1.1 PURCHASING POLICY

In accordance with the authority delegated to the Vice President for Fiscal Services by the Board of Trustees of Xavier University of Louisiana, through the President, all purchases, irrespective of sources of funds, will be governed by the following overall procurement policy:

It shall be the Policy of the Procurement Department of Xavier University of Louisiana to obtain all supplies, equipment and services at the lowest cost to Xavier University (the University) that is consistent with quality, service and availability of the items at the time of purchase. In conforming to this Policy, the capability, capacity and performance of the vendor historically may be considered and weighed in the decision process. Competitive bids will be solicited whenever possible and practical.

The Procurement Policy and Procedures outlined in this manual are required to be complied with by all departments and personnel of Xavier University of Louisiana.

1.2 PROCUREMENT DEPARTMENT OBJECTIVE

One of the functions of the Procurement Department is the organization and administration of centralized purchasing services for all departments of the University. Performing these services in accordance with sound and prudent business practices, the Procurement Department seek to realize for the University the maximum value for every dollar expended.

1.3 RESPONSIBILITIES OF THE PROCUREMENT DEPARTMENT

The Procurement Department, governed by the policies as delegated by the Board of Trustees and President, to the Vice President for Fiscal Services, is responsible for the following:

1. Obtaining competitive bids when required and whenever possible to obtain maximum value from the expenditures of University funds.
2. Maintaining liaison with the vendors that service the University.
3. Coordinating the procurement of goods and services for the academic, administrative, and research activities of the University.
4. Developing sources of supply to assure that the University departments have an adequate number of vendors from which to obtain goods and services.
5. Performing administrative duties to assure delivery of promised goods and services, prompt payment of invoices, and assistance with the return of damaged or incorrect items.
6. Monitoring federal governmental regulations to ensure that purchase transactions made under federal contracts and grants are in compliance with those regulations.

1.3 RESPONSIBILITIES OF THE PROCUREMENT DEPARTMENT, continued

7. Assisting in the meeting of small business and other procurement goals.

1.4 AUTHORITY FOR PROCUREMENT

The Board of Trustees and the President of the University have delegated certain responsibilities for the administration of procurement policies and procedures to the Vice President for Fiscal Services, who manages the Procurement Department.

The authority to make purchases from all sources of University funds for services or materials is conveyed to the Procurement Department by the signature of the departmental administrator on the requisition or the electronic forwarding of an online requisition to the Procurement Department. Approval to expend budgeted funds may be subject to prior approval of the Vice President for Fiscal Services. Due to the nature of certain procurements, transactions occur at the University outside the scope and responsibility of the Procurement Department's procedures. A non-inclusive list of such transactions is as follows:

- Contracts for new construction/renovations

Such transactions, although the Office of Fiscal Services/Procurement Department may be involved in the encumbrance of funds for payment, are guided procedurally by the Board of Trustees, the President, and the Vice President for Facilities Planning and Management.

1.5 PURCHASING FUNCTIONS

Depending upon the University's requirement, the Procurement Department may perform the following functions as needed:

1. Prepare purchasing policies and procedures
2. Evaluate performance of vendors
3. Prepare reports for management
4. Conduct training programs
5. Identify cost reduction opportunities
6. Conduct market and trend studies
7. Conduct price/cost analysis
8. Investigate supply sources
9. Participate in the development of specifications and standards
10. Maintain specifications, standards, and purchasing history records

1.5 PURCHASING FUNCTIONS, continued

11. Determine the correct purchasing method to fulfill requirements at the lowest acquisition cost
12. Prepare and issue requests for bids
13. Analyze quotations and/or bids
14. Evaluate and select suppliers
15. Participate in shared/group purchasing
16. Schedule purchases and deliveries
17. Determine mode of transportation and carrier
18. Interview sales representatives
19. Maintain vendor records
20. Negotiate contracts except for construction, equipment leases and rental arrangements
21. Except for construction, equipment leases and rental arrangements write and issue contractual arrangements (such as purchase orders, open-end agreements, blanket and standing orders)
22. Reconcile invoices referred by accounting (not in agreement for payment)
23. Negotiate adjustments with suppliers
24. Negotiate contract changes except for construction, equipment leases and rental arrangements
25. Prepare and issue change orders
26. Release requisition and purchase order commitments and encumbrances
27. Terminate contracts except for construction, equipment leases and rental arrangements

The Vice President for Fiscal Services is responsible for the following:

1. Write and issue contractual arrangements for equipment leases and rental agreements
2. Develop legal condition and special terms of contracts
3. Negotiate contract changes for equipment leases and rental agreements

1.6 ISSUING DEPARTMENT FOR XAVIER UNIVERSITY OF LOUISIANA

The Procurement Department shall be the point of origin at Xavier University of Louisiana for all information pertaining to on-going and future procurements. Except for construction and renovation projects, the Procurement Department should issue all competitive bid quotations, requests for proposals, contract documents, purchase orders and purchase order changes, and correspondence relating to any of the above documents or projects. This policy is designed to accomplish several positive goals simultaneously:

1. The bid/proposal documents will be uniform in their organization and content, complete with terms and conditions of the solicitation that vendors must agree to before returning their offers.
2. Because of the static organization of the bid documents, the University increases the clarity of its needs in the eyes of its vendors and the offers received from vendors should be correspondingly organized in a manner easier for the University to evaluate.
3. The Procurement Department is established as the centralized clearinghouse for vendor questions or inquiries regarding specific projects or universal questions concerning procurement activities at the University.
4. The control of purchasing information having some legal and/or procedural ramifications on the University is placed with individuals who routinely handle such matters.

1.7 PUBLIC RELATIONS

The Procurement Department maintains regular contact with many individuals and companies seeking to initiate or expand business relations with the University. The professional manner in which these contacts are managed reflects on the entire University. University employees who come in contact with vendor representatives should be constantly aware of the perceived image and reputation it has with the vendor community and others with whom the Procurement Department interacts.

The attributes listed below are essential for all employees to be aware of in their communications with vendors of the University.

Fairness

The University's reputation for dealing in a fair manner must always be upheld and promoted by treatment of all vendors equally in a competitive environment. Without compromising the University's interests, we must work with the vendor community cooperatively in order for our needs to be met in the most efficient and effective manner.

Integrity

Employees must, at all times, maintain their integrity and that of the University by observing strict truthfulness in every transaction, respecting the confidence of each vendor and refraining from any personal obligation to a vendor.

1.7 PUBLIC RELATIONS, continued

Courtesy

The University's business cannot be conducted in a satisfactory manner unless all relationships, regardless of personal feelings, are maintained in a courteous and polite manner. This statement does not suggest that any employee should be less than firm in representing the University's interest. There can be no excuse for discourtesy even in the most difficult vendor relationships.

2.0 Purchasing Forms

2.1 XAVIER UNIVERSITY OF LOUISIANA REQUISITIONS

The Departments of the University should use the online Banner 2000 software requisitions (FPAREQN) to describe the supplies, equipment or services that they require to purchase. In addition to a description of the needed items or services, this form contains delivery requirements and locations, budget charge accounts and natural accounts, and approval signatures or authorizations necessary to establish a purchase order.

This form may be used for any types of supplies, certain services and equipment. The approval path of this form prior to its receipt in the Procurement Department may vary from department to department. To avoid delays, we recommend that you familiarize yourself with the procedure for approval of requisitions in your area.

Refer to the user's training guide located at <http://www.xula.edu/downloads/pdt/Fisca/Requisitions.pdf> for guidance on preparing requisitions.

2.2 UNIVERSITY PURCHASE ORDERS

A Purchase Order is a contractual document that, once sent and accepted by a vendor, binds performance of both parties to the transaction. There is only one purchase order form used at the University. It is generated out of the Banner 2000 software (FPAPURR) and may be used in various manners, depending on the type of purchase made and the frequency of the department's recurring need for some items.

A Purchase Order is prepared only by the Procurement Department from an appropriately authorized Requisition form. Once prepared, copies are distributed to the vendor and appropriate departments as required. Only the Procurement Department is authorized to assign a Purchase Order number to a requisition.

The most common use of a Purchase Order form is for the one-time purchase of any goods or services required by the requisitioning department. When used in this manner, it is referred to as a Regular Purchase Order. Generally, the Procurement Department requires that most purchase orders specifically describe the type of materials or supplies that are required to be acquired. However, in certain instances, the Procurement Department has the ability to generate a flexible purchase order as in the case of the purchase of chemicals.

When a department has frequent, recurring needs for a variety of incidental items, the Purchase Order form may be used as a Blanket Order. This type of order has a definitive expiration date and dollar amount for each transaction but does not constrain the number of items to be purchased from a single vendor. Such orders generally apply constant discount percentages across a breadth of products.

2.2.1 PURCHASE ORDER CHANGES

Requests for cancellation or modification of Purchase Orders must be submitted to the Procurement Department in writing or electronically by an officially designated individual stating the reason for the change, as well as, referring to the Purchase Order number and the vendor involved. This policy particularly applies to those circumstances where increase in the dollar amount of the order is required. Requests of this nature must be routed for approval in the same manner as the original requisition form. No changes to the purchase order amounts will be made without this documentation, except when the amount of the change falls within the narrow tolerances allowed for Purchasing adjustments.

When the situation requires it, an official notification will be sent to the vendor in the form of a revised Purchase Order.

2.2.2 ACKNOWLEDGMENT

Purchase orders that are issued without a prior vendor quotation are contingent upon the acknowledgment and acceptance of the supplier. This is accomplished either by written acknowledgment of acceptance and projected shipping dates, or shipment of the order.

This acknowledgment constitutes a legal contract between the two parties and confirms the supplier's acceptance of the buyer's terms and conditions.

When delivery dates and/or exact product shipments are critical to the successful conclusion of a project, confirmation of purchase order requirements should always be requested from the vendor. The acknowledgment/confirmation should be filed with the purchase order for reference.

3.0 Equipment Purchases

3.1 CAPITAL PURCHASES

Xavier University of Louisiana's capitalization threshold is \$5,000. Items with an extended unit cost equal to or exceeding this amount are added to the University's property records and should be charged to the following series of natural accounts reserved for capital equipment:

- 7212 – Office Equipment
- 7213 – Computers & Accessories Equipment
- 7214 – Research & Laboratory Equipment
- 7215 – Furniture & Fixtures
- 7241 – Library Acquisitions – Main Library
- 7242 - Library Acquisitions – Pharmacy Library
- 7250 – Other Equipment

Items with extended unit costs below \$5,000 that work together to form a single unit with a cost equal to or exceeding the capitalization threshold should also be charged to the noted series of natural accounts. These items are tagged and maintained on a Banner asset database by the Office of Fiscal Services.

Items with an extended unit cost less than \$5,000 are charged to account 7211 – Small Equipment.

4.0 Purchase Order Types

4.1 STANDARD PURCHASE ORDERS

Standard purchase orders are purchase orders used to procure goods or services from a single vendor on a single occurrence basis. In general, payment is made to the vendor upon shipment and acceptance of the goods or performance of the service in accordance with the terms and conditions of the purchase order.

4.2 AGREEMENT ORDERS

Agreement orders are purchase orders used to procure maintenance services for equipment. These services are purchased when in-house expertise does not exist to maintain the equipment in proper working order or when it is deemed more cost-efficient to contract with an outside third party to perform the service requirement.

Agreement orders are initiated using a regular requisition. Any vendor maintenance agreements requiring institutional signature should be attached to the requisition for review and execution by the Vice President for Fiscal Services. Any request for maintenance service should receive prior review and approval from proper personnel within the department before forwarding to the Procurement Department.

Agreement orders are generally established for one year, or portion thereof, and generally renewed each July 1st for the new fiscal year or on the renewal date of a grant or contract. The Procurement Department will provide instructions on the annual renewal process.

4.3 BLANKET ORDERS

When repeated purchases of the same type of supply item are made by one department from the same vendor, the Procurement Department may suggest the establishment of a single order covering multiple purchases. Referred to as a "blanket" order, such orders may be established for up to one year or the term of the grant. This allows materials to be shipped upon individual requests from the user department against the single order number.

The blanket order often enables the University to obtain a lower contracted price, reduces administrative costs by eliminating multiple requisitions, and puts the user directly in touch with the source of supply.

The original requisition to establish a blanket order should contain specific information regarding vendor products, total dollar amount, timeframe, and authorized users. Only shipping dates are omitted.

Blanket orders must be renewed either annually on July 1st of the new fiscal year or on the renewal date of a grant or contract. Annually, prior to the start of the new fiscal year, the Procurement Department will prepare renewal notices for orders set to expire at June 30. These notices will be routed to the department for their review and action. The Procurement Department does not prepare notices for orders expiring at times other than June 30. In certain instances, it will be practical to establish a blanket

4.3 BLANKET ORDERS, continued

order for more than one year. Should such a potential exist, contact the Procurement Department for approval and instructions on how the request should be made when submitting the requisition.

By the nature of its intended use, a large number of transactions may occur between a department and a vendor using the same blanket purchase order. It is important that the department to whom the blanket purchase order is assigned monitor the purchases on a monthly basis to ensure the accuracy of vendor invoices and payment against them.

4.4 LEASE/LEASE PURCHASE/RENTAL ORDERS

A lease is an agreement conveying the right to use property for a specified time and for a specific amount of money. In a true lease, the property being used remains the sole property of the lessor (vendor), and the lessee (University) builds no equity in the leased property. A lease/purchase agreement allows the lessee to build equity and purchase the property from the lessor for a nominal amount at the completion of the lease.

Prior to entering into any lease arrangements, an analysis will be made of purchase alternatives to ensure the most economical and practical procurement is performed.

All forms of Lease, Lease Purchase, or Rental Agreements for the procurement of goods or services must be signed by the Vice President for Fiscal Services subject to signature authority limits. The University may contract for leasing services. Contact the Procurement Department for information on our current provider and rate factors.

Regardless of the time period covered by such agreements, a formal Xavier University of Louisiana Purchase Order must be issued. The original copy of the Lease Agreement should accompany the requisition sent to the Procurement Department. Prior to accepting the Lease Agreement as submitted by the requisitioning department, an analysis will be conducted by the Vice President for Fiscal Services and the Procurement Department to determine the economic soundness of whether the item or service should be a lease, lease-purchase or rental.

4.5 EMERGENCY ORDERS

Emergency situations, for purposes of this policy, shall be defined as any situation which, if not corrected immediately, includes the following:

1. Would result in a hazard to persons or property
2. Could result in damage to buildings or facilities
3. Would result in a violation of law, statute or ordinance established by governmental or other regulatory agencies, or in any other fashion, if not acted upon
4. Would be seriously detrimental to the interest of the University

Failure to anticipate an operating need is not, of itself, considered a bona fide emergency.

4.5 EMERGENCY ORDERS, continued

To initiate an emergency purchase, the authorized person in the department may call the Procurement Department for a purchase order number. He/she must state the nature of the emergency, vendor's name and address, the material required, the account number to be charged, and the estimated cost. This must be followed-up with a confirming requisition sent to the Procurement Department, utilizing the normal approval channel, within three (3) days of the date the purchase order was given. In addition to the information normally required for processing, this requisition must also note the purchase order number issued by the Procurement Department, the date issued, and the words "Confirmation Only, Do Not Duplicate" typed on the form.

Since this procedure is for true emergencies and the Procurement Department has an obligation to ensure that companies performing emergency services are promptly paid, Departments abusing this procedure may be prohibited from requesting emergency purchase orders.

5.0 Competitive Bidding

5.1 SOLICITATION OF BIDS AND QUOTATIONS

It is the policy of Xavier University of Louisiana to obtain competitive bids and quotations where possible on all products and services used by the University. All bids and quotations received will be evaluated by the Procurement Department and the soliciting department on the basis of quality, service and price, and any awards will be made in the best interest of the University. Any or all bids may be rejected when it is in the University's best interest to do so.

The bidding or negotiating process is utilized where the value and/or nature of the item/service warrants it and the item/service can be obtained from more than one source.

Unless approved for sole source procurement as defined in section 5.3, a small purchase as defined in section 5.4.1, specialty purchases as defined in 5.4.2, or otherwise covered under existing contracts, all requisitioned items/services totaling \$10,000 or more individually, or as a system including multiple components, will be handled by formal written competition for non-federal sponsored transactions. For federal sponsored transactions, the threshold will be \$3,000.

The University must comply with government procurement regulations as specified in the Uniform Guidance, which require that certain procedural formalities be observed. As a result, certain procurements may require prior approvals below this bidding threshold before proceeding.

Positive efforts shall be made by the University to utilize women-owned, minority-owned, disadvantaged, and small business sources that are able to provide products and services of required quality on a timely basis at competitive prices.

5.1.1 Formal Bidding

Formal written solicitations will be utilized where circumstances indicate this method to be in the University's best interest. Invitations for Bids should be sent to at least three qualified vendors, when available, who are capable and willing to perform the tasks specified. Sealed bids will be utilized when required by law, government contractual requirements, or the University's procurement management decision.

After bids are received and evaluated, the contract will be awarded to the vendor presenting the best combination of price, delivery, capacity to perform, and quality of service. The Procurement Department reserves the right to disqualify any or all bids and to make award decisions on factors other than price exclusively. However, The Procurement Department will utilize evaluative information from the soliciting department in making the final decision to award contracts.

5.1.2 Solicitation and Documentation

Bids may be solicited either orally (and subsequently documented) or in writing. In either case, the documentation will become part of the Procurement Department's permanent file.

5.1.2 Solicitation and Documentation, continued

Solicitation of competitive quotations is the responsibility of the Procurement Department with assistance provided by the soliciting department and shall be based on a clear and accurate description of the technical requirements for the material, product or service to be procured. Such a description shall not, in competitive procurements, contain features that unduly restrict competition. It is recognized and encouraged that highly technical equipment purchases will require the direct participation of the requisitioner, and possibly others, such as department administrators, University counsel, engineers, etc. to ensure that the item purchased is as the requisitioner requires, and that such items as transit insurance, warranties, installation, transportation, etc., are adequately covered. Solicitations for goods and services will also provide for the following:

1. Requirements which the bidder/offeror must fulfill and all other factors to be used in evaluating bids or proposals
2. A description, whenever practicable, of technical requirements in terms of functions to be performed or performance required, including the range of acceptable characteristics or minimum acceptable standards
3. The specific features of “brand name or equal” descriptions that bidders are required to meet when such items are included in the solicitation
4. The acceptance, to the extent practicable and economically feasible, of products and services dimensioned in the metric system of measurement
5. Preference, to the extent practicable and economically feasible, for products and services that conserve natural resources, protect the environment and are energy efficient

The Procurement Department will be responsible for determining that prudent procurement practices are followed and documented. All such documentation will be retained in the Procurement Department’s files.

5.1.3 Sole Source Exceptions

When it appears impractical to obtain competition or when it appears certain that substitutes are not acceptable, purchase of a product or service may be justified to be made from a particular vendor only. In such cases, a full explanation from the requisitioning department, covering the reason or reasons for such restriction, is required. The explanation is to be provided utilizing a sole source form as documented in Attachment I. The reasons should not include justification as to why or whether the requisitioner needs the item(s) to be purchased. Instead, it should document why one supplier is requested or required over others. Such justifications may include, but are not necessarily limited to:

- repair or replacement parts;
- supplementary components of the same manufacturers;
- as necessary to meet physical design;
- to comply with the University's standards programs; and
- as embodying specific characteristics essential to the proposed application not found in items of other manufacturer. (See "Sole Source Procurement", Section 5.3)

5.1.4 Proprietary Information

Xavier University of Louisiana holds all cost and price data, including bid information furnished to the University by others (suppliers), as private information. This information (cost, price and bid information) is not to be divulged. The only exceptions are those required by law, government contractual requirements, and release of such private information as deemed to be in the University's best interests. (See "Confidentiality of Quotations", Section 5.5)

5.2 COMPETITIVE BIDDING

To ensure that the resources of the University are protected and maximized, and to encourage participation in the University's procurement process by a variety of vendors, competitive bidding between and among suppliers should be used whenever possible. There will be circumstances when competitive bidding is not possible or advisable. Examples of such situations would be:

1. Emergency situations endangering the health and safety of faculty/staff, students or third parties
2. Proprietary or single source items
3. Individual items and/or total requisitions of less than \$10,000 (non-federal) and \$3,000 for federal (small purchases)
4. Specialty purchases

Competitive bidding may be conducted in two ways, primarily determined by the estimated dollar value of the project as follows:

1. For purchases exceeding \$3,000 (Federal) and \$10,000 (Non-Federal) , but not exceeding twenty-five thousand dollars (\$25,000), contracts shall be awarded on the basis of the lowest responsive price¹ quotation(s) solicited by telephone, facsimile or other means of at least three (3) bona fide, qualified bidders. Written confirmation of verbal bids should be requested and received from vendors for all purchases greater than \$3,000 (Federal) and \$10,000(Non-Federal).

Whenever possible, at least one (1) of the bona fide, qualified bidders shall be a business as defined in section 5.8. The University files shall document and list all solicited bidders and each bidder's contact person, summarize bid responses, indicate the awarded bid, and state the reason why any lower bid was rejected. If no bid was solicited from a business as defined in section 5.8, the University files shall contain a written explanation of why such a bid was not solicited. The University files should also contain written confirmation of the bid from the successful bidder and the basis for the contractor selection, award cost or price. On the basis of historical vendor costing and performance, the Procurement Department may deem it more cost effective and efficient to confirm and award some low dollar purchases without the

¹ The terms "price and bid" are used interchangeable in these procedures to mean the amount of money offered as consideration for the sale of a specified item.

5.2 COMPETITIVE BIDDING, continued

competitive bid process. Documentation of such action will be retained with the purchase records.

2. For purchases exceeding twenty-five thousand \$25,000 up to \$150,000, contracts shall be awarded on the basis of the lowest responsive price quotation(s) received pursuant to either facsimile, written solicitation, or other means to at least three (3) qualified bidders. Whenever possible, at least one (1) bona fide, qualified bidder shall be a business as defined in section 5.8. Facsimile solicitations shall allow for bids to be accepted for a minimum period of five (5) calendar days. Written solicitations shall allow for bids to be accepted for a minimum period of ten (10) calendar days. All facsimile and/or written solicitations shall include the closing date, time, and all pertinent competitive specifications, including quantities, units of measure, packaging, delivery requirements, ship-to location, terms and conditions, and other information sufficient for a supplier to make an acceptable bid. Under no circumstances will the University utilize the cost-plus-a-percentage of cost or percentage of construction cost methods of contracting. Precautionary measures shall be taken to safeguard the confidentiality of bid responses prior to the closing time for receipt of bids. No bid shall be evaluated using criteria not disclosed in the solicitation. The University files shall document and list all solicited bidders and each bidder's response, summarize bid responses, indicate the awarded bid, and state the reason why any lower bid was rejected. If no bids were solicited from businesses as defined in section 5.8, the University files shall contain a written explanation of why no bids were solicited. Also, the files shall contain the basis for the contractor selection, award cost or price. All exceptions to the process shall be documented with such documentation being subject to review and approval by the Procurement Department before processing.
3. For purchases exceeding \$150,000, the University contracts shall be awarded on the basis of free and open competition.

Requests for Proposals may be issued for projects of any practical dollar amount where subjective service or skill levels are an important component to a timely and successful completion of the project.

While the Procurement Department encourages participation by as many vendors as possible in the competitive process, three bids are desired given the following: time constraints, potential vendors exist, and there is an opportunity for significant cost savings. Any exception to three participating vendors should be documented by the Procurement Department.

All competitive bid documentation, where feasible, will be maintained in the Procurement Department with the originating requisition and the resulting purchase order.

5.3 SOLE SOURCE PROCUREMENT

From time to time, situations arise where there is only one unique vendor for certain products or services. Such situations require supporting documentation explaining the exceptional circumstances of the purchase. See Sole Source Memorandum per Attachment I.

5.3 SOLE SOURCE PROCUREMENT, continued

Explanations/justifications shall be completed when departments are requesting purchase without competition of equipment or services costing \$3,000 (Federal) and \$10,000 (Non-Federal) or more individually or in aggregate per requisition. In the absence of such justification, the Procurement Department will proceed with usual and customary procurement practices.

Instances when sole source designation is applicable include the following:

- Property or services can be obtained only from one firm or individual
- Competitive bidding is precluded because of the existence of patent rights, copyrights, secret processes, control of raw materials or similar circumstances.
- Procurement of electric power or energy, gas, water or other utility services where it would not be practical to allow other suppliers to provide such services.
- Procurement of technical services in connection with the assembly, installation or servicing of equipment of a highly technical or specialized nature.
- Procurement of parts or components to be used as replacements in support of equipment specifically designed by a particular manufacturer.
- Procurement involves construction where a contractor is already at work on the site and it would not be practical to engage another contractor.
- Procurement where only a single vendor in a market has the capacity to provide and/or maintain the equipment being purchased.
- Procurement of compatible additions to existing equipment where a differing manufacturer's equipment would be impractical for the specific need.

The Procurement Department has final responsibility in determining whether an item should be handled in this manner.

5.4.1 SMALL PURCHASES

Small purchases are defined as any procurement not exceeding \$3,000 (Federal) and \$10,000(Non-Federal). This definition should not be confused with the Federal Government's small purchase threshold which is currently \$150,000. For such purchases, each requisitioning department should consult with the Procurement Specialist to procure departmental supplies, equipment, etc. without the utilization of the competitive bid process.

Small purchases that are made routinely which typically result in aggregate purchases exceeding either \$3,000 (Federal) or \$10,00 (Non-Federal), shall be subject to the competitive bid process.

5.4.1 SMALL PURCHASES, continued

Contract modification changes that increase the contract amount by more than the amount of the small purchase threshold shall be subject to the competitive bid process.

5.4.2 SPECIALITY PURCHASES

From time to time, the University purchases certain items that are considered to be specialty purchases. Such purchases are described below and are not subject to competitive bid requirements except as noted:

1. Repair parts for equipment obtained from an authorized dealer
2. Vehicle body repairs covered by insurance recovery and in accordance with insurance requirements
3. Publications and/or copyrighted materials purchased directly from the publisher or copyright holder
4. Publications and/or copyrighted materials purchased by the library from either subscription services or from wholesale dealers which distribute for publishers and/or copyright holders
5. Educational training and related resources (except equipment) used to enhance the performance of employees, including memberships in professional societies and organizations, except for customized training
6. Materials, supplies, exhibitor fees, and booths at conferences, seminars, and work shops
7. Wire, related equipment, time and material charges to accomplish ads, moves, and/or changes to telecommunications systems not exceeding \$3,000 (Federal) and \$10,000 (Non-Federal).

5.5 CONFIDENTIALITY OF QUOTATIONS

Price quotations and/or resulting prices through negotiation arrived at between vendors and Xavier University of Louisiana are considered confidential and shall not be revealed to any other vendor or unauthorized person. Not only is it unethical to discuss one vendor's pricing and/or proposal with other vendors, it may affect future negotiations with all vendors on the basis of lack of trust in the University.

5.6 LATE BIDS OR QUOTATIONS

It is the responsibility of all vendors to ensure that their quotations are received in the Procurement Department no later than the appointed hour and date for submission as stated on the University bid request or Request for Proposal document. Unless there are extenuating circumstances acceptable to the Procurement Department or it is deemed to be in the best interests of the University to do so, late bids will not be opened nor considered. There is no public opening of bids at the University. All bids will be dated and time stamped to assure that they are received by the requested date and time on the bid document.

5.7 ERRORS IN BIDS OR QUOTATIONS

Vendors are responsible for the accuracy of their quoted prices. In the event of a discrepancy between a unit price and its extension, the unit price will govern. Quotations may be amended or withdrawn by the bidder up to the bid submission deadline, after which, in the event of an error, bids may not be amended, but may be withdrawn. After an order is issued, no bid may be withdrawn or amended without penalty to the vendor, unless the Procurement Department considers the change to be in the best interest of the University.

5.8 VENDOR DIVERSITY

Xavier University of Louisiana is committed to the principle of diversity and equal opportunity in all of its endeavors and applies this principle in its procurement activity with the objective of encouraging participation by qualified vendors categorized as small, disadvantaged, minority, women-owned enterprises and organizations employing people with work-limiting disabilities. The University believes that strengthening and expanding its vendor base in these business classifications not only may contribute to lowering our operational costs in providing education and research, but also contributes to the overall health of the greater business community within which we exist. It is a practice of the University to actively solicit and identify qualified small, disadvantaged, minority, women-owned and employees with disabilities businesses and to provide and promote equal opportunities for such vendors within the University structure in order to promote vendor diversity.

In order to better meet the Vendor Diversity goal, the Procurement Department, under the direction of the Vice President for Fiscal Services, coordinates the efforts of the University in the following ways:

1. Submit listings of small, disadvantaged, minority, women-owned and employees with disabilities businesses to the departments of the University
2. Participate with local and regional minority purchasing organizations during seasonal opportunity fairs to not only share information regarding the University projects, but also to identify new potential vendors for participation in those projects
3. Arrange meetings with groups of minority vendors and others to acquaint them with the best methods of approaching University customers, our policies and procedures and pertinent current opportunities for business at the University
4. Create periodic reports to monitor the volume of business done with small, disadvantaged, minority, women-owned and employees with disability businesses and discusses activity levels with the entire buying staff to promote understanding and business development
5. Make information on forthcoming opportunities available and arrange time frames for purchases and contracts to encourage and facilitate participation by small businesses, minority-owned firms, women and employees with disabilities business enterprises

5.8 VENDOR DIVERSITY, continued

6. Consider in the contract process whether firms competing for larger contracts intend to subcontract with small businesses, minority-owned firms, women and employees with disabilities business enterprises
7. Encourage contracting with consortiums of small businesses, minority-owned firms, women and employees with disabilities business enterprises when a contract is too large for one of these firms to handle individually
8. Use the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Department of Commerce's Minority Business Development Agency in the solicitation and utilization of small businesses, minority-owned firms, women and employees with disabilities business enterprises

Through these activities and the support of administrators throughout the University, Xavier University recognizes the economic and social benefits derived by promoting equal opportunity for the small, disadvantaged, minority, women-owned and employees with disabilities businesses.

5.9 TERMS AND CONDITIONS

When contracts are awarded to outside vendors, the Procurement Department provides the vendor with certain terms and conditions that form our expectations for their performance under the contracts, and that provide remedies to the University in the event of vendor non-performance. The terms and conditions as provided below are general in nature and should not be confused with the product or service specifications set forth in the bid document. Vendors are expected to adhere to both the contract specifications and the terms and conditions governing their work with the Procurement Department not allowing a proposed contract modification that would change the scope of a contract. In addition to standard provisions that define a sound and complete agreement, the following matters will be included in contracts and/or subcontracts:

1. Contracts in excess of the small purchase threshold will contain contractual provisions or conditions that allow for administrative, contractual, or legal remedies in instances in which a contractor violates or breaches the contract terms, and provide for such remedial actions as may be appropriate.
2. All contracts in excess of the small purchase threshold will include suitable provisions for termination, including the manner by which termination shall be effected and the basis for settlement. In addition, such contracts will describe conditions under which the contract may be terminated for default as well as conditions where the contract may be terminated because of circumstances beyond the control of the contractor.
3. Applicable negotiated contracts (except those for less than the small purchase threshold) will include a provision to the effect that the University will have access to any books, documents, papers and records of the contractor which are directly pertinent to a specific program for the purpose of making audits, examinations, excerpts and transcriptions.

5.9 TERMS AND CONDITIONS, continued

4. All federal contracts, including small purchases awarded by the University and the University's contractors will contain a reference to the procurement provisions of the Uniform Guidance.

6.0 Vendors

6.1 VENDOR SELECTION

Vendors are screened, interviewed, and selected on the basis of their capacity to serve the needs of the University in the most economical and efficient manner possible. Pricing strategy, product line breadth, quality, and services offered are considered in their selection.

Vendors must comply with all applicable insurance license requirements and governmental legislation in order to conduct business with the University.

The Procurement Department will maintain a list of all persons and firms who wish to bid on University purchases. Invitations to bid will be solicited from those vendors whom the Procurement Department determines will stimulate competitive bidding and have proven they meet high standards of quality, service, and delivery. Not all vendors will receive an opportunity to bid on all projects due to the size of our vendor database.

In addition, the Procurement Department will maintain, update, and promulgate a Small Business, Women-Owned Business, Minority-Owned Business, and Employees with Disabilities Business Vendor List to be used to promote greater procurement activity within these business groups.

University personnel desiring information regarding vendor representatives should contact the Procurement Department for assistance.

6.2 VENDOR QUALIFICATIONS

All vendors doing business with the University are monitored as to how well they perform their contractual obligations. References are checked and interviews conducted to determine their qualifications as bidders.

Each competing supplier is evaluated on the quality and price of their products or services and their capacity to provide service to the University. Factors in this evaluation include integrity, record of past performance, financial and technical resources or accessibility to other necessary resources, meeting required specifications, comparative prices quoted on like items, prompt submittal of data, response to inquiries, delivery performance, special service rendered, and other intangibles.

In accordance with Federal regulations, the University is prohibited from contracting with or making subawards under covered transactions to parties that are suspended or debarred or whose principals are suspended or debarred. Covered transactions include procurement contracts for goods or services equal to or in excess of \$30,000 and all non-procurement transactions (e.g., subawards to subrecipients).

University departments are encouraged to provide information to the Procurement Department on the performance of vendors and their satisfaction or dissatisfaction with vendor activities for use in future procurement decisions. The Procurement Department will utilize such information as well as its monitoring results to evaluate and document contractor performance.

6.3 SOLICITATION BY SALES REPRESENTATIVE

Permission to detail or attempt to sell within the University must be obtained through the Procurement Department. The Procurement Department will assist vendors in establishing appointments with potential users for discussion of their product line as necessary. It is the responsibility of the vendors to keep the Procurement Department informed of their activity on campus and the prospect for sale of their product to any particular user in the University.

In order for new products to be properly demonstrated, the Procurement Department should be contacted and a determination made as to where this product may be demonstrated in the University. The Procurement Department may suggest the individual who should be contacted, or it may determine that it is not suitable for demonstration within the University. This restriction is applicable to non-faculty personnel and is not intended to limit research faculty from contacting vendors.

6.4 DEMONSTRATION OF SAMPLE MATERIAL

University employees wishing to see samples or have equipment demonstrated on campus should contact the Procurement Department for assistance.

Should the department wish the equipment to remain in the department for trial and evaluation, this action should be supported by an executed "No Charge" requisition issued by the requesting department referencing the equipment retained at \$0 total dollars and the words "No Charge" on the face of the requisition. If a procurement decision is recommended following the evaluation period, requisition funding must be submitted by the requisitioning department in accordance with normal University procurement policy and procedure. No other representations should be made to vendors whose items are to be evaluated.

Vendors should always work through the Procurement Department to clarify their opportunities.

Vendors are to provide their own insurance coverage for any material left at the University.

7.0 Ethics

7.1 ETHICS

While purchasing is perceived to be a structured process, the decisions often require personal judgment and experience gained through personal contacts and relationships. The Procurement Department is responsible for the conservation and proper planning relative to expenditures of University funds. Moreover, the Procurement Department is custodian of the University's reputation for courtesy and fair dealing with vendors. For these reasons, a high ethical standard of conduct is essential. This position is a matter of being above suspicion of unethical behavior, as well as acting ethically. All University personnel share the responsibility for fair and ethical treatment of vendor representatives with whom they come in contact. Such consideration, among other issues, is reflected in the requirements of "Conflict of Interest" in the University's Personnel Handbook.

The following Code of Ethics has been formulated by the National Association of Educational Buyers (NAEB) and is practiced by the Procurement Department at Xavier University of Louisiana:

1. Give first consideration to the objectives and policies of my institution.
2. Strive to obtain the maximum value for each dollar of expenditure.
3. Decline promotional gifts of more than nominal value.
4. Grant all competitive vendors equal consideration insofar as state or federal statute and institutional policy permit.
5. Conduct business with potential suppliers in an atmosphere of good faith, devoid of intentional misrepresentation.
6. Demand honesty in sales representation whether offered through the medium of a verbal or written statement, an advertisement, or a sample of the product.
7. Receive consent of originator of proprietary ideas and designs before using them for competitive purchasing purposes.
8. 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 my institution permit.
9. Accord a prompt and courteous reception insofar as conditions permit to all who call on legitimate business missions.
10. Cooperate with trade, industrial and professional associations, and with governmental and private agencies for the purposes of promoting and developing sound business methods.
11. Foster fair, ethical and legal trade practices.

7.1 ETHICS, continued

12. Counsel and co-operate with NAEB members and promote a spirit of unity and a keen interest in professional growth among them.

7.2 CONFLICT OF INTEREST

The University as a general rule does not enter into purchasing contracts with students, faculty, staff, or members of their immediate families. An acquisition from a business in which an employee has an interest is prohibited unless full disclosure of the background facts is presented in writing to the Procurement Department. Interest is deemed present if:

1. The employee and/or his/her spouse or dependent children (including stepchildren) own five percent or greater interest in any of the assets of a business entity or trust, or
2. The employee or a member of his/her family is in a decision-making capacity that would involve the use of a product sold by the company owned by them.

Situations that are not specifically covered by the University policy, such as a one-time purchase from an employee who is not in business, shall be judged using the following criteria:

1. Purchase of the item is in the University's best interest; quality and price are comparable to that of other vendors.
2. The employee cannot participate in the decision whether the University will buy from him/her.
3. Neither the employee who wishes to purchase, nor the employee who is selling, have the authority to set the price that the University will pay for the material/services. The buyer will obtain or verify the selling price from a qualified source.

The full Xavier University of Louisiana's Conflict of Interest Policy will be provided to appropriate personnel.

7.3 GIFTS AND GRATUITIES

It is the policy of the Procurement Department, as well as other related personnel of the University, to accept no gifts of other than nominal value or those normally associated with promotional campaigns of the individual vendors. In no case should the gift exceed \$25.00 in estimated value. However, employees are not allowed to accept remuneration from an individual or company if said remuneration is intended to influence a decision for the University to enter into a contract or do business with said individual or company. Any employee found to be in violation of this policy will be subject to immediate dismissal.

8.0 Surplus Property

8.1 SURPLUS PROPERTY POLICY

For items purchased with University funds or funds from any external source, the management, control, and use of such equipment extends to its final disposition. For those property items that are no longer needed by the initial procuring department, it is University policy to manage the redistribution or disposition of the surplus items centrally through the Office of Fiscal Services.

9.0 Fiscal Interfaces

9.1 ACCOUNT NUMBERS

The Office of Fiscal Services for the University is responsible for establishing account numbers that represent the source of funds (department or function). Account numbers may represent also the type of revenue or expense to be transacted.

Each department is assigned an account number(s) in order to detail and control expenditure activity for their area(s) of responsibility. All Requisitions must carry the complete account number to be charged in order that required approvals may be obtained prior to its receipt in the Procurement Department and for proper encumbrance and payment once the procurement process is complete.

9.2 FUND SOURCE

All funds deposited with the University, regardless of source, are University funds and must be handled in accordance with University policy.

9.3 INVOICE APPROVAL

The Procurement Department encumbers all proper purchase orders into the Banner 2000 software system for matching and payment of invoices. All invoices should be received centrally by the Accounts Payable Department. If a computerized match within set tolerances is obtained with the purchase order and corresponding invoice, the invoice is scheduled for payment by the next scheduled pay date. Set tolerances are defined as follows:

- Amount of Invoice – Invoice amount versus purchase order amount variance is not in excess of \$500.
- Materials included on invoice – Materials per invoice versus materials per purchase order variance is not in excess of 5 items.

Any invoice amounts or materials per invoice in excess of the noted tolerances require the requisitioning department to issue an addendum to the initial purchase order. Should there be a problem regarding the item or services received under the purchase order, Accounts Payable is to be notified by the receiving department to withhold payment. The Procurement Department should be contacted by the department to assist in reconciling the problem.

Since the credit standing of the University is dependent upon its ability to pay its obligations on time, communications between the receiving department, the Procurement Department and Accounts Payable must be done in a timely manner.

9.4 CANCELLATION OF ENCUMBRANCES

The elimination of small residual encumbrances is the responsibility of the Office of Fiscal Services.

The department should request cancellation of such balances by providing the Office of Fiscal Services with a copy of the departmental report, indicating the purchase order balance that should be deleted. Electronic report versions are preferred. After reviewing the request, the Office of Fiscal Services will close the purchase order, thereby removing the encumbrance.

9.5 REQUESTS FOR PAYMENT

Departments should not use direct pay requisitions to purchase equipment, supplies, and services ordinarily obtained through the purchase order system.

Direct pay requisitions should be used to request payment of items such as described in Attachment III.

Additional restrictions and limitations regarding the use of this form may apply and vary among the various units of the University. Departments should become knowledgeable about the policies within their organizational unit before handling procurements and/or reimbursements using this form.

9.6 TRAVEL EXPENSES

Purchase orders are not to be used to pay for employee travel expenses. Occasions arise where conferences attended by University employees will allow pre-payment of registration fees only with a purchase order.

The Procurement Department will make that determination on a case-by-case basis. If approved by the Procurement Department, the department should forward a requisition to the Procurement Department to initiate a purchase order. See Attachment V for travel memorandum.

9.7 YEAR END CLOSING PROCEDURES - ACCOUNTING

The University operates on a July 1 - June 30 fiscal year for accounting purposes. In order to ensure that departments properly close the University current fiscal year purchases, the Office of Fiscal Services, will provide a schedule of dates for submission of requisitions and invoices and for completion of purchasing activities prior to the start of the new budget year. This schedule may change slightly from year to year.

In order for an item to be paid with current year funds, it must be ordered, received and invoiced in the current year. No invoice will be paid without the submission of a requisition by the department and the establishment of an order by the Procurement Department to set up a current year encumbrance.

There is no routine carryover of institutional operating budget funds. Budgets on restricted fund grants and contracts with project life continue for their prescribed project dates, fiscal year or otherwise.

9.7 YEAR END CLOSING PROCEDURES – ACCOUNTING, continued

Blanket Purchase Orders generally expire on June 30th and must be renewed prior to that date. The Procurement Department will send renewal notices to the department in advance of year-end to expedite this process.

10.0 Required Prior Approvals

10.1 ALTERATIONS TO PLANT FACILITIES

Requests for alterations or renovations to existing plant facilities must be coordinated through and approved by Facility Planning and Management. The amount and complexity of the changes and building location will dictate the department through whom the work will be coordinated. The Procurement Department will work with the coordinating department to obtain the required materials and necessary services to complete the project for the requesting department.

Regardless of the degree of construction that will be required for a project, it is advisable that the requesting department refer to the policies and procedures of Facility Planning and Management as appropriate, before proceeding with their planning.

10.2 ANIMALS

All purchases of animals must be made under the supervision and with the written approval of the Director of the Xavier Animal Care Facility. Investigators that must purchase animals for research purposes must complete and sign the Xavier University Animal Procurement Form (Exhibit A). The Director of the Animal Care Facility reviews the procurement form and indicates approval with a signature and date at the bottom of the form. A purchase order may not be issued without the signature of the Director of the Animal Care Facility on the Xavier University Animal Procurement Form.

10.3 CONTROLLED SUBSTANCES

Investigators who utilize use controlled substances in their research must obtain their own individual licenses prior to submitting a request for a controlled substance purchase. The Investigator must have a current license from the Louisiana Board of Pharmacy as well as a federal license issued by the U.S. Drug Enforcement Agency (DEA).

Any request for the purchase of controlled substances must have the prior written approval of the Xavier University Director for Environmental Health and Safety.

The DEA license number must appear on each purchase order released in order to obtain delivery. All orders are shipped to the attention of the individual licensee in order to ensure proper record keeping under the DEA license.

10.4 RADIOACTIVE MATERIALS

Requisitioning departments must obtain prior approval from the Radiation Safety Officer in order to purchase radioactive material. Orders must be shipped through the Receiving Department who is required to receive prior notice of the delivery of the radioactive materials. Once inbound shipments are cleared by the Radiation Safety Officer, material can be received by the requesting department.

10.5 HAZARDOUS CHEMICALS AND SAFETY EQUIPMENT

Requisitions for hazardous chemicals and some types of safety equipment require approval by the Bio-Hazard Committee prior to purchase.

10.6 PUBLICATIONS

The Communications Office must review publications containing the Xavier Logo prior to printing to ensure compliance with Xavier University of Louisiana Identity requirements.

10.7 RESTRICTED FUNDS PURCHASES

Requisitions, using grant account funding, for equipment and supplies, require prior approval by the Fiscal Services Department - Office of Grants and Contracts. Equipment purchases utilizing grant funds are required to be tagged and included in the Office of Fiscal Services Inventory report.

10.8 ALCOHOLIC BEVERAGES

The University's policy states that requisitions for/including the purchase of alcoholic beverages must be accompanied by approval from the Vice President for Fiscal Services.

11.0 Miscellaneous

11.1 DAMAGES AND SHORTAGES TO ITEMS RECEIVED

When receiving items from freight companies, the number of packages received should match exactly the number on the common carrier's freight bill. If not, make sure the driver writes the number of packages received on the bill before signing. Inspect all packages for damage to the outside container. Any visual damage should also be noted on the freight bill before signing.

In cases of concealed damage, a report should be made immediately to the delivering carrier. The report should include the following information: Freight Bill Number, Purchase Order Number, date of delivery, vendor, extent of damage or shortage. In the event of damage, it is essential that you retain all of the original shipping cartons for inspection by a claims adjuster.

Government regulations require the University to file claims within a specific number of days. Failure to comply could result in the claim being disallowed. Notification upon first discovery is recommended, even if the extent of damage has not yet been determined.

Errors in shipping by the vendor causing shortages should be reported to the Procurement Department immediately by the department. Sufficient detail should be given in the report that will allow negotiation with and resolution of the error by the vendor.

11.2 INSURANCE

Prior to commencement of any work or services on the premises of Xavier University of Louisiana, the vendor must present evidence of appropriate insurance coverage to the Office of Facility Planning and Management.

The limits of liability should be determined by exposure and not the size of the contract. The amounts and types of insurance required for most contracts are listed below:

1. Workers' Compensation and employer liability insurance covering all of contractors' employees who are engaged in any work under contract.

Public liability and property damage insurance (construed as including contractor's protective and broad form insurance) that shall protect the contractor and any subcontractor performing work covered by the contract from claims for damages for personal injury, including death, as well as from operations under the contract, whether such operations be by the contractor or any subcontractor, or by anyone directly or indirectly employed by either of them. The limits shall be no less than \$2,000,000 each incident, \$4,000,000 aggregate and \$1,000,000 property damage or \$2,000,000 combined single limit.

2. Automobile bodily injury and property damage liability insurance when the services to be performed require the use of motor vehicles. Such insurance shall be secured from companies

11.2 INSURANCE, continued

licensed to do business in the State of Louisiana. The combined single limits shall be no less than \$1,000,000 each incident.

3. Contractor shall furnish the University with documentation for proof of insurance evidencing this insurance coverage before work is commenced under the Contract. All certificates of insurance shall provide that the insurance company will give the University thirty (30) days written notice prior to cancellation or any change in the stated coverage of such insurance.

In consultation with the using department, the Vice President for Fiscal Services and the Procurement Department may waive or alter the suggested coverages as a result of the type work being performed by the vendor.

11.3 RETURNS FOR CREDIT/REFUND

When a vendor has shipped items as specified on a purchase order, they have legally complied with their part of the contract and are under no obligation to accept for credit/refund any of those delivered as specified. Acceptance of a return by a vendor is not automatic, and if accepted, a restocking fee of 5% - 25% of the original item cost is sometimes charged by the vendor. This charge will have to be borne by the requisitioning department.

When an item is received from a vendor that is not as specified on the purchase order, contact should be made by the department and/or the Procurement Department to that vendor requesting a Return Authorization Number. A label with the Return Authorization Number and other identifying information should be placed on the outside of the package to be returned for easy identification when received by the vendor. No item should be returned without prior authorization from the vendor.

Requests for the return of supplies and equipment for adjustment or credit must be coordinated through the Procurement Department. The appropriate Returned Goods form must be completed and forwarded to the Procurement Department to affect a return.

11.4 UNIVERSITY BUSINESS ENTERPRISES

The University departments are encouraged to support the activities of the enterprises of the University. This non-inclusive list includes the Bookstore, Printing Services, Document Imaging and Photography, and Food Services.

When items and/or services to be procured are available from any of the university enterprises and these items and/or services are comparable in quantity, quality and price, these enterprises should be given preference in order placement.

Exhibit A

**Xavier University of Louisiana
Animal Procurement Form**

Principal Investigator: _____ IACUC Protocol # _____

Contact Person Name: _____ Phone: _____

Contact Person E-Mail: _____

Requested Order Date: _____ Expected Arrival Date: _____

Species: _____ Stock/Strain: _____

Number in Lot: Male _____ Female _____

Vendor: _____

Study Title: _____

Emergency Phone Number: Home#: _____ Work#: _____

Special Instructions:

Of Animals by Pain Class Level (M/F)

A B C D E F

Caging size preferred: _____ small _____ medium _____ large # Cages: _____

PI Signature _____ Date _____

Account for Animal Purchase and Per Diem Charges

_____ - _____ - _____

ACF Director Signature _____ Date _____

APPENDIX I

PROCUREMENT POLICY-PURCHASES

EXCEEDING \$150,000

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INTRODUCTION

For purchases exceeding \$150,000, the University shall conduct the procurement transaction in a manner to provide, to the maximum extent practical, open and free competition. Therefore, all University purchases which exceed an aggregate dollar amount of \$150,000 shall be solicited through public advertisement.

Purchases may not be divided to circumvent the \$150,000 formal public advertisement threshold limit. As an example, if the annual projected cost of recurring expenditures is anticipated to exceed \$150,000, then the initial purchase must be competitively procured and advertised. A waiver to the advertisement requirement is provided in certain instances. However, the purchase must still be competitively procured.

Purchase solicitations shall clearly set forth all requirements that the bidder or offeror shall fulfill in order for the bid or offer to be evaluated by the University. Awards shall be made to a responsible bidder or offeror whose bid or offer is responsive to the solicitation and is most advantageous to the University in terms of price, quality and other factors considered. Any and all bids or offers may be rejected when it is in the University's interest to do so.

These requirements which are detailed in this Appendix I include the purchase of all non-construction supplies, equipment and/or non-construction services exceeding \$150,000.

APPENDIX I:

PROCUREMENT POLICY- Purchases exceeding \$150,000

Preliminary Procurement Steps

For a proposed purchase having an estimated value greater than \$150,000, the User Department or Principal Investigator (the Procurer) should utilize the following process to determine whether the purchase is to be competitively procured through a formal public advertisement process or if it can be procured through a Waiver of Advertising:

- **For the procurement of goods, equipment and/or services**, the Procurer must complete a Procurement Initiation Form (Exhibit I, page 18) and forward such form to the Procurement Specialist in Fiscal Services.
- The Procurement Specialist, in consultation with the Procurer, will determine whether the purchase is required to be either advertised or if a waiver of advertising is applicable. The University permits a waiver of advertising for the conditions noted per pages 6 and 7. The Procurement Specialist will complete the information on the Procurement Initiation Form and return a copy of the completed form to the Procurer.
- If the purchase is required to be advertised, the Procurer will prepare specifications in accordance with the Specifications criteria provided on page 11 of this Appendix. If the purchase is not required to be advertised, the Procurer should follow the procedural steps outlined in the Waiver of Advertising Procedural Steps Section of this Appendix (page 7).

Formal Public Advertisement Procedural Steps

1. The Procurement Specialist, in conjunction with the Procurer, will finalize a Request for Proposal or Request for Bid, hereinafter referred to as a Procurement Request (See Components of a Request for Bid or Proposal per Exhibit II, page 20). A Procurement Request will provide all information necessary to afford bidders or offerors (Responders) a fair and reasonable opportunity for competition and enable them to respond based on all relevant information. The Procurement Request shall include the University's Standard Contract Terms and Conditions Form (Exhibit III, page 22).
2. To promote competitive bidding, the Procurement Specialist or the Procurer will advertise the Procurement Request in one or more newspapers in order to give best notice of the procurement opportunity. In accordance with University Policy, such notice shall not be less than thirty (30) calendar days in advance of the date established for the receipt of responses. The advertisement will designate the time and manner for submitting responses. No response shall be accepted after the time designated.
3. The Procurement Specialist will also post a notice of the Procurement Request on the Fiscal Services' website that will be available to vendors who could provide goods, equipment and/or services to the University.

Formal Public Advertisement Procedural Steps, Continued:

4. If necessary, the Procurement Specialist, in conjunction with the Procurer, will prepare a Procurement Request addendum to clarify or amend any of the terms, conditions or requirements of the original Procurement Request.
5. The Procurement Specialist or the Procurer will advertise any addendum issued a minimum of seven (7) business days, Saturdays, Sundays and holidays excepted, in advance of the date established for the receipt of responses.
6. Copies of the Request for Bids and/or Proposals will be provided to the Responders by the Procurement Specialist or the Procurer.
7. The Procurement Specialist will open all responses received on the date, time and location specified in the Procurement Request. See Receipt of Bids/Proposals per page 14. No response will be accepted after the time specified in the Procurement Request.
8. The Procurement Specialist, with assistance from the Procurer will make an initial determination of whether the bids and/or proposals received are responsive, i.e. meet the mandatory requirements of the Procurement Request as delineated in the instructions to Responders and are from a responsible bidder/offeror. If federal funds are involved, the Procurement Specialist will determine whether any of the Responders are suspended or debarred from federal contracting procurement. Responsive bids/proposals from responsible bidders/offerors will be submitted to the Procurement Evaluation Committee.
9. If a single response is received to a Procurement Request, the Procurement Specialist and the Procurer (or an individual designated by the Chair/Vice-President of the Procurer's Department) will determine whether the bid/offer is responsive and from a responsible bidder/offeror. In this situation, the response will not be submitted to the Procurement Evaluation Committee. If the bid/offer is either not responsive or not from a responsible bidder/offeror, (or both) then the Procurement Specialist and the Procurer will identify an appropriate vendor for awarding of the contract.
10. If the Procurement Evaluation Committee was not convened because the responses received as a result of the Procurement Request (after solicitation of a number of sources) were inadequate or if no response was received, then the Procurer with the assistance of the Procurement Specialist shall identify an appropriate vendor for awarding of the contract.
11. The Procurement Evaluation Committee will evaluate responses to the Procurement Request as follows:

Responses relating to goods, equipment and/or services that have been determined to meet the mandatory requirements of the Procurement Request as delineated in the advertised instructions are further evaluated for responsiveness to all requirements and specifications of the Procurement Request and the bidder/offeror's responsibility, i.e., ability to successfully complete the contract as per the specifications. The successful Responder will be selected on the basis of price and other factors. See Definitions of Responsive Bid/Offer and Responsible Bidder/Offeror per page 5. Also, see page 16- Procurement Evaluation Committee for further details.

Formal Public Advertisement Procedural Steps, Continued:

12. Responses will not be evaluated on criteria other than those set forth in the Procurement Request. Additionally, responses conditioned upon the award of another contract are not acceptable.
13. Upon conclusion of the evaluation of the responses, the Evaluation Committee will provide the Procurement Specialist with its decision. The Procurement Specialist or the Procurer will prepare a written Recommendation to Award (RTA per Exhibit IV, page 28). If an Evaluation Committee has not been convened, the Procurement Specialist or the Procurer will prepare a written RTA based on the evaluation criteria set forth in the Procurement Request.
14. The RTA will be signed by all members of the Procurement Evaluation Committee or, if a Procurement Evaluation Committee has not been convened, by the Procurement Specialist. The signed RTA will be submitted to the Procurer for final review and sign-off, including sign-off by the Chair/Vice-President to whom the Procurer reports. Any questions regarding the contract award recommendation that arise during final sign-off should be directed in writing to the Procurement Specialist or the Vice-President for Fiscal Affairs. If the responses were evaluated by the Procurement Evaluation Committee, the Vice-President for Fiscal Affairs may, if deemed appropriate, convene a meeting with the Procurement Evaluation Committee to respond to the questions and to clarify the contents of the Procurement Evaluation Committee's Contract Award Recommendation. The following documents should be retained with the Recommendation to Award:
 - The Procurer's specifications;
 - All bids and/or proposals received;
 - The proposed vendor's signed acceptance of the Standard Contract Terms and Conditions (The Procurement Specialist, in consultation with the Vice-President for Fiscal Services, and the Procurer when necessary, will modify the standard terms and conditions to be executed by the vendor and the University, when appropriate for a specific procurement); and
 - If applicable, a copy of the selected vendor's Certified Minority Business Enterprise (MBE), Woman's Business Enterprise (WBE) and/or Small Business Enterprise (SBE) certification(s).
15. The Procurement Specialist or the Procurer will notify the selected vendor of the award. If the selected vendor is a certified Minority Enterprise, Woman Business Enterprise and/or Small Business Enterprise, the Procurement Specialist will request a copy of all such certifications from the selected vendor.
16. The Procurer must process a requisition in the full amount of the proposed contract for the balance of the fiscal year. Should the term of the advertised contract exceed the current fiscal year, the Procurer will process a second requisition to Fiscal Services for the balance of the advertised contract at the start of the ensuing fiscal year. The only exception to the submission of a requisition is when the anticipated start date of the advertised contract is in the next fiscal year. In such an event, the Procurer must submit a requisition in the full amount of the approved advertised contract at the start of the next fiscal year.

Formal Public Advertisement Procedural Steps, Continued:

17. The requisition from the Procurer will be processed into a purchase order by Fiscal Services following contract execution by the vendor and concurrent with contract execution by the University.
18. Until the Procurer has been notified by Fiscal Services that a purchase order has been issued, an order or other commitment cannot be placed with a vendor nor should a vendor be authorized to begin any work for the University.
19. The Procurement Specialist and the Procurer will monitor all contract expenditures. In the event that an amount greater than the maximum contract value is necessary in order to complete the work or complete the procurement, a contract modification must be made in advance of approving additional work or acceptance of additional goods, equipment and/or services. In such an event, the Procurer will provide Fiscal Services with a detailed explanation as to: (a) why the original contract amount, including any contingency, was insufficient; (b) define the work remaining to be completed or additional goods, equipment and/or services required; and (c) the additional funds required.
20. In no event should additional goods, equipment and/or services be ordered or accepted by the Procurer if the cost of such goods, equipment and/or services exceeds the current contract amount or the maximum contract amount approved by the University.

DEFINITIONS

RESPONSIVE BID/OFFER

A “responsive bid/offer” is one that meets the requirements of the specifications of the Procurement Request and the University’s contractual terms and conditions, including completeness of the quotation and related required forms, inclusion of references and attachments, completion of required responses and is most advantageous to the University in terms of price, quality and other factors considered. The initial determination that a bid and/or a proposal is responsive is made by the Procurement Specialist with assistance from the Procurer. The Procurement Evaluation Committee in its designated role, will also evaluate whether the bid/offer is responsive.

RESPONSIBLE BIDDER/OFFEROR

A “responsible bidder/offeror” is one that is able to demonstrate to the satisfaction of the University that he/she has the ability, capacity, resources, and expertise to execute the project in accordance with the specifications in a manner that is likely to result in timely completion of a high quality project. The initial determination that a bidder/offeror is responsible is made by the Procurement Specialist with assistance from the Procurer. The Procurement Evaluation Committee in its designated role, will also evaluate whether the Bidder/Offeror is responsible.

APPENDIX I:

PROCUREMENT POLICY- Purchases Exceeding \$150,000

WAIVER OF ADVERTISING

A waiver of advertising is an **exception to the requirement that purchases having a value of greater than \$150,000 be procured through formal public advertisement.**

To seek such a waiver (for a purchase having a value greater than \$150,000), the User Department or Principal Investigator (Procurer) will prepare and submit a Procurement Initiation Form (See Exhibit I, page 18) to the Procurement Specialist to determine whether the item or service meets the criteria for the waiver of advertising. The Procurer will be advised by the Procurement Specialist whether the item or service can be procured through a waiver of advertising. Generally a waiver that is approved shall be limited in duration to, and shall expire at the end of, the fiscal year in which it was granted. However, even if the requirement for the waiver of advertisement is granted, the Procurer must still competitively procure the goods, equipment and/or services.

The University permits a waiver of advertising in the following circumstances:

- Legal, Accounting and Consulting Services;
- Extraordinary unspecifiable services and products which cannot reasonably be described by written specifications, subject, however, to procedures consistent with competitive bidding whenever possible;
- Materials or supplies which are not available from more than one potential bidder, including without limitation materials or supplies which are patented or copyrighted;
- The printing of all legal notices and legal briefs, records and appendices to be used in any legal proceeding to which the University may be a party;
- Textbooks, copyrighted materials, student produced publications and services incidental thereto, library materials including without limitation books, periodicals, newspapers, documents, pamphlets, photographs, reproductions, microfilms, pictorial or graphic works, musical scores, maps, charts, globes, sound recordings, slides, films, filmstrips, video and magnetic tapes, other printed or published matter and audiovisual and other materials of a similar nature, necessary binding or rebinding of library materials and specialized library services, including electronic databases and digital formats;
- Food supplies and services, including food supplies and management contracts for student centers, dining rooms and cafeterias;
- Equipment repair service if in the nature of an extraordinary unspecifiable service and necessary parts furnished in connection with the services;
- Specialized machinery or equipment of a technical nature which will not reasonably permit the drawing of specifications;

Waiver of Advertising, Continued:

- Insurance;
- Publishing of legal notices in newspapers as required by law;
- The acquisition of artifacts or other items of unique intrinsic, artistic or historic character;
- The collection of amounts due on student loans and amounts due on other financial obligations of the University;
- Entertainment, including without limitation theatrical presentations, band and other concerts, movies and other audiovisual productions;
- Printing, including without limitation catalogs, yearbooks and course announcements and the production and reproduction of such material in electronic and digital formats, including compact discs;
- Personnel recruitment and advertising, including without limitation advertising seeking student enrollment;
- Management contracts for bookstores, performing arts centers, concert halls, residence halls, parking facilities and building operations;
- Consulting services involving information technology, curricular or programmatic review, fund raising, transportation, safety or security;
- Purchase or rental of equipment of a technical nature when the procurement thereof without advertising is necessary in order to assure standardization of equipment and interchangeability of parts; and
- The awarding agency for a grant authorizes a waiver of public advertisement.

Although a waiver of advertising is allowed for the noted conditions, the University will still require that the goods, equipment and/or services be competitively procured unless the purchase is from a Sole Source vendor or is an Emergency Purchase (See pages 9 and 10 for definitions of Sole Source and Emergency Purchase).

For the purchase of goods, equipment and/or other services that meet the criteria for waiving the advertising component of the procurement process, the following procedural steps shall be utilized:

Waiver of Advertising Procedural Steps

1. Upon notification from the Procurement Specialist that a Waiver of Advertising of the procurement has been approved, the Procurer must prepare procurement specifications in accordance with the Specifications requirements provided in this Appendix per page 11. The Specifications shall be included in the Request for Proposals or Request for Bids (See Components of a Request for Proposal or Bid per Exhibit II, page 20).
2. The Standard Contract Terms and Conditions Form (See Exhibit III, page 22) should also be incorporated into the Request for Proposals or Request for Bids (Procurement Request).

Waiver of Advertising Procedural Steps, Continued:

3. Since purchases greater than \$150,000 must still be competitively procured, the University requires that a Procurement Request be submitted to a minimum of three (3) vendors by the Procurer. The only exception to this requirement is a circumstance where the purchase is either from a Sole Source with no comparable item and/or service available from any other vendor or is an Emergency Purchase- See Definitions of Sole Source and Emergency Purchase per pages 9 and 10. Sole Source and/or Emergency Purchase Procurement forms (pages 29 and 31) must be completed by the Procurer and submitted to the Procurement Specialist for review and approval.
4. The Procurer secures written signed responses to the Procurement Request and submits the documents to the Procurement Specialist. If federal funds are involved, the Procurement Specialist will determine whether any of the Responders are suspended or debarred from federal contracting procurement.
5. The University's Procurement Evaluation Committee (see page 16) will evaluate the responses. If the Procurement Evaluation Committee was not convened, either because a single response was received or the responses received were inadequate, then the Procurement Specialist with the assistance of the Procurer shall identify an appropriate vendor for awarding of the contract.
6. The Procurement Specialist and the Procurer will either document their decision or the Procurement Evaluation Committee's decision on a Recommendation to Award Form (See Exhibit IV, page 28). The following documents should also be retained with the Recommendation to Award Form:
 - The Procurer's specifications;
 - All bids and/or proposals received;
 - The proposed vendor's signed acceptance of the Standard Contract Terms and Conditions (The Procurement Specialist, in consultation with the Vice-President for Fiscal Services, and the Procurer when necessary, will modify the standard terms and conditions to be executed by the vendor and the University, when appropriate for a specific procurement); and
 - If applicable, a copy of the selected vendor's Certified Minority Business Enterprise (MBE), Woman's Business Enterprise (WBE) and/or Small Business Enterprise (SBE) certification(s).
7. The Procurer must process a requisition in the full amount of the proposed contract for the balance of the fiscal year. Should the term of the proposed contract exceed the current fiscal year, the Procurer will process a second requisition to Fiscal Services for the balance of the contract at the start of the ensuing fiscal year. The only exception to the submission of a requisition is when the anticipated start date of the proposed contract is in the next fiscal year. In such event, the Procurer must submit a requisition in the full amount of the approved contract at the start of the next fiscal year.

Waiver of Advertising Procedural Steps, Continued:

8. The requisition from the Procurer will be processed into a purchase order by Fiscal Services following contract execution by the vendor and concurrent with contract execution by the University.
9. Until the Procurer has been notified by Fiscal Services that a purchase order has been issued, an order or other commitment cannot be placed with a vendor nor should a vendor be authorized to begin any work for the University.
10. The Procurement Specialist and the Procurer will monitor all contract expenditures. In the event that an amount greater than the maximum contract value is necessary in order to complete the work or complete the procurement, a contract modification must be made in advance of approving additional work or acceptance of additional goods, equipment and/or services. In such an event, the Procurer will provide the Procurement Specialist with a detailed explanation as to:
(a) why the original contract amount, including any contingency, was insufficient; (b) define the work remaining to be completed or additional goods, equipment and/or services required; and (c) the additional funds required.
11. In no event should additional goods, equipment and/or services be ordered or accepted by the Procurer if the cost of such goods, equipment and/or services exceeds the current contract amount or the maximum contract amount approved by the University.

DEFINITIONS

SOLE SOURCE

A Sole Source condition exists when it appears impractical to obtain competition, when it appears certain that substitutes are not acceptable, or when a purchase of goods, equipment and/or services is justified to be made from a particular vendor only.

Sole Source conditions may include the following:

- Property or services can only be obtained from one firm or individual;
- Competitive bidding is precluded because of the existence of patent rights, copyrights, secret processes, control of raw materials or similar circumstances;
- Procurement of technical services in connection with the assembly, installation or servicing of equipment of a highly technical or specialized nature;
- Procurement of parts or components to be used as replacements in support of equipment specifically designed by a particular manufacturer;
- Procurement where only a single vendor in a market has the capacity to provide and/or maintain the equipment being purchased; and
- Procurement of compatible additions to existing equipment where a differing manufacturer's equipment would be impractical for the specific need.

In such cases, a full explanation from the Procurer, covering the reason or reasons for such restriction is required. The explanation is to be provided utilizing a Sole Source Procurement Form (See Exhibit V, page 29) that must be approved by the Procurement Specialist prior to retaining a vendor.

DEFINITIONS, Continued:

EMERGENCY PURCHASE

An Emergency Purchase is a condition when the University's requirement for the goods, equipment and/or services is of such an unusual and compelling urgency that if not cured would/could result in serious injury to University personnel and students, damage to buildings, facilities or property, a violation of law, statute or ordinance, or serious harm to the continuance of necessary University functions. The Procurement Specialist and the Procurer would be authorized to request bids or proposals from as many potential sources as is practicable under the circumstance. The completion of an Emergency Purchase Procurement Form (See Exhibit VI, page 31) will be required to be completed prior to retaining a vendor.

APPENDIX I:

PROCUREMENT POLICY- Purchases Exceeding \$150,000

SPECIFICATIONS

Specifications must be developed that will afford all bidders and/or offerors a fair and reasonable opportunity for competition and enable them to either bid or submit a proposal in response to specific criteria. Specifications must be clear, concise and unambiguous in order to ensure the receipt of responsive bids and/or proposals. In general, specifications should:

1. Provide a clear explanation of the purpose of the proposed contract.
2. Set forth clearly and precisely the work to be carried out, the location of the work, the goods to be supplied, the place of delivery or installation, the schedule for delivery or completion, minimum performance requirements, and warranty and maintenance requirements, as well as other pertinent terms and conditions.
3. Specifications will be based on relevant characteristics and/or performance requirements. References to brand names, catalog numbers, or similar classifications should be avoided. If it is necessary to quote a brand name or catalog number of a particular manufacturer to clarify an otherwise incomplete specification, the words “or equal” must be added after each such reference. (Any questions relating to specifications for proprietary items, standardized items, or materials or supplies which are not available from more than one potential bidder/offeror should be discussed with the Procurement Specialist).
4. Specifications shall set forth requirements that provide for the disclosure of whether the vendor is a Certified Minority Enterprise, Woman Business Enterprise and/or Small Business Enterprise.
5. Specifications for the purchase of goods will provide for full payment upon delivery and acceptance of the goods by the University. Specifications for services will provide for payment upon completion of services or upon receipt and acceptance of specified deliverables as described in the specifications.
6. Any contracts/agreements when approved by the Vice President for Fiscal Services, which extend into a second fiscal year, must contain a clause which protects the University in the event of insufficient funding. In such cases the text of the terms and conditions in the Specifications must include the following clause:

All multi-year contracts will be subject to the availability annually of sufficient funds as may be required to meet the extended obligation.

7. If a formal publicly advertised purchase is structured to permit more than a one year extension, the specifications must include a statement concerning the maximum number of contract extensions that will be permitted. For example, “upon the written consent of the University and the Contractor, the contract may be extended for one year or a portion thereof, with all such extensions not to exceed two years.” The maximum contract term for University contracts is generally three years. However, University contracts for garbage services, information

Specifications, Continued:

technology, insurance, equipment leasing, food services, bookstore management, banking services, financial services, e-commerce services, and building systems maintenance can be for a term of up to five years. University contracts relating to building energy conservation, and the purchase of alternative energy or the purchase or lease of alternative energy services or equipment can be for a term of up to ten years. University contracts for the construction, reconstruction or rehabilitation of a building or facility will be for the length of time necessary for the completion of construction.

8. For procurements relating to goods, equipment and/or services, specify the evaluation factors, in addition to price, that will be considered in the review of responses. If specifications include present and past performance, alternative designs, materials, completion schedules, payment terms, etc., conditions for their acceptability and the method of their evaluation must be expressly stated.
9. Clearly state when responses are due and the manner in which they are to be submitted.
10. Indicate the period of time the bids shall remain irrevocable.
11. Provide the contact information of either the Procurement Specialist (for Formal Public Advertisement) or the Procurer in the event a vendor(s) has questions relating to the specifications.
12. If applicable, cite data and reports available for prospective responders to review. All prospective responders must be provided the same information and must be assured of equal opportunities to obtain additional information on a timely basis.
13. Addenda, if any, to the specifications must be clearly written. Addenda will be provided in sufficient time before the due date for the receipt of either bids or proposals to enable responders to take appropriate action. Notice of an addendum will be provided to all responders provided an initial copy of the original Request for Bid or Request for Proposal (Procurement Requests). Notice of a Procurement Request addenda will also be published in one or more newspapers in order to give best notice of the bidding opportunity. Such notice will be published no later than seven (7) days, Saturdays, Sundays and holidays excepted, prior to the bid or proposal due date.

Prior review and approval of any specifications must be obtained in the following instances:

- For the purchase or lease of data processing equipment, software or services by a Procurer external to the Information Technology Department for utilization in conjunction with the existing Banner System.
- For the purchase of complex or highly specialized equipment that would require alteration or modification of existing facilities.

APPENDIX I:

PROCUREMENT POLICY- Purchases Exceeding \$150,000

CONTACT WITH BIDDERS/OFFERORS

An officer or employee of the University who communicates with a bidder or offeror (Responder), or any person acting on behalf of a Responder shall maintain a written record of each communication from the date of the advertisement to the date the contract is awarded. The University shall retain the record of each communication for the term of the contract and at least three years thereafter, or such longer period as may be established in the University's record retention schedule.

In order to conform to this requirement, each Request for Bid or Request for Proposal (Procurement Request) by the University will include information identifying that University designee.

The University will comply with this provision as follows:

Formal Public Advertisement

From the time that the procurement is advertised through the time that the contract is awarded, University employees must avoid discussing any aspect of the procurement with any potential Responder and any potential subcontractor of a potential Responder. This requirement insures that all potential Responders and all potential subcontractors of potential Responders have equal access to relevant information.

In the event a potential Responder or subcontractor of a potential Responder initiates contact with any University employee relating to the procurement, such potential Responder or subcontractor should be advised to contact the Procurement Specialist in Fiscal Services. The individual contacted regarding a procurement request should also make a written record of the contact and send a copy to the Procurement Specialist.

Waiver of Advertising

Contact with any potential Responder or subcontractor of a potential Responder by the User Department's employees or the Principal Investigator (Procurer) during a waiver of advertising condition shall be restricted to only responding to written questions received from a potential Responder. The Procurer's written response to such questions must also be shared with all potential Responders to ensure that a level playing field is maintained between and among all potential Responders. Therefore, the Procurer's responses shall be mailed or e-mailed to all potential Responders.

APPENDIX I:

PROCUREMENT POLICY- Purchases Exceeding \$150,000

RECEIPT OF BIDS/PROPOSALS

Sealed Bids

Sealed Bidding is a method of procurement which results in a contract awarded to the lowest evaluated responsive bid from a responsible bidder based on the specifications set forth in the solicitation. The following procedural steps shall be utilized for sealed bids:

1. Sealed Bids are submitted to the Procurement Specialist in Fiscal Services and placed in a secure place until the date and time for the bid opening. Bids will not be accepted after the time set for bid receipt.
2. Bids are to be opened publicly with the name, bid price and other relevant information recorded, tabulated or summarized, disclosed or otherwise made available to those in attendance at the bid opening. The procedures for bid opening will include the following:
 - Opening bids in predetermined order (usually alphabetically);
 - Using a check-list to note the presence of required bid items, absence of required bid items, attachments, and irregularities;
 - Recording bid results on a bid tabulation form;
 - Announcing that all bids have been opened;
 - Asking for questions concerning the bids; and
 - Announcing that the bid opening is complete.
3. At a reasonable time, after the bid opening, all bids are available for public inspection.
4. Technicalities or minor irregularities in bids may be waived if the Procurement Specialist, with assistance from the Procurer, determines that it shall be in the University's best interest. The Procurement Specialist and the Procurer may either give a bidder an opportunity to cure any deficiency resulting from a technicality or minor irregularity in its bid, or waive the deficiency if it is to the University's advantage to do so.
 - A bidder may correct mistakes discovered before the time and date set for bid opening by withdrawal or correcting the bid as long as such correction is performed by the due date.
 - If the Procurement Specialist, with assistance from the Procurer, realizes or has reason to conclude that a mistake has been made, the bidder may be requested to confirm the bid. Situations in which confirmation should be requested include obvious, apparent errors on the face of the bid or a bid unreasonably lower than the other bids submitted.

Sealed Bids, Continued:

- If the bidder alleges mistake, the bid may be corrected or withdrawn upon the written approval of the Procurement Specialist or not allowed to be withdrawn if any of the following conditions are met:
 - If the mistake and the intended correction are clearly evident on the face of the bid document, the bid shall be corrected to the intended correct bid and may not be withdrawn.
 - A bidder may be permitted to withdraw a low bid if:
 - a) A mistake is clearly evident on the face of the bid document but the intended correct bid is not similarly evident; or
 - b) The bidder submits proof of evidential value that clearly and convincingly demonstrates a mistake was made.
- If a bid contains an error or omission because of an error in judgment or negligence in reading the plans and specifications then the Procurement Specialist is not obligated to allow the bidder to withdraw the bid.
- Mistakes may not be corrected after award of the contract except when the Procurement Specialist, with assistance from the Procurer, makes a determination that it would be unconscionable not to allow the mistake to be corrected. Changes in price are not permitted. Corrections shall be submitted to and approved in writing by the Procurement Specialist.
- When a bid is corrected or withdrawn, or correction or withdrawal is denied, the Procurement Specialist shall prepare a determination showing that the relief was granted or denied in accordance with these policies and procedures.

Sealed Proposals

A Sealed Proposal is a method of procurement which utilizes an evaluative criteria based upon certain factors that include but are not limited to price. Evaluation shall be based upon the factors set forth in the request for proposal in order to determine which proposal best meets the requirements of the Procurer.

The following procedural steps shall be utilized for sealed proposals:

1. Sealed Proposals are submitted to the Procurement Specialist in Fiscal Services and placed in a secure place until the due date and time. The Procurement Specialist shall ensure that sealed proposals are confidentially maintained and are not publicly opened.
2. A registry of proposals shall be prepared, identifying the organizations responding to the request for proposal. In no event shall the register be disclosed publicly prior to contract award.
3. After the contract award, proposals shall be open to the public.
4. Mistakes, errors and withdrawals of proposals shall be treated in the same manner as provided for in the Sealed Bid Procedures. (See Step 4 per page 14)

APPENDIX I:

PROCUREMENT POLICY- Purchases Exceeding \$150,000

PROCUREMENT EVALUATION COMMITTEE

The University has established a Procurement Evaluation Committee to evaluate responses to a Request for Proposal or a Request for Bid (Procurement Request). The Procurement Request shall state that bidders/offerors (Responders) responses will be evaluated by the Procurement Evaluation Committee in accordance with this policy. The Procurement Evaluation Committee's goal is to reach a consensus decision on the selection of the Responder to be recommended for contract award based upon the evaluation criteria contained in the Procurement Request.

The establishment of the Procurement Evaluation Committee prior to the receipt of bids and/or proposals ensures that there is no perception that the Procurement Evaluation Committee was formed to favor a particular Responder. The Procurement Evaluation Committee consists of (5) members as follows:

- Standing committee members which include the President, Provost, Vice President for Fiscal Services and Fiscal Director of Operations; and
- The Procurer or an individual designated by the Chair/Vice-President of the Procurer's Department.

Being a Procurement Evaluation Committee member requires a commitment of time and sound judgment. The majority of time will be during the Evaluation Phase of the procurement.

Evaluation Committee members must adhere to the following principles of conduct:

1. Conduct themselves in a professional manner at all times, whether with other Evaluation Committee members, Responders or the public.
2. Be objective, impartial, unbiased and fair in all aspects of the evaluation process.
3. Refer all inquiries from Responders, the general public, elected officials and the press, to the Procurement Specialist.
4. Hold all Evaluation Committee proceedings, proposals and bid writings, including but not limited to e-mail exchanges among Committee members, in strict confidence.
5. Immediately make known to the Procurement Specialist any real or perceived conflict of interest of any party involved in the procurement process, particularly with Responders and their proposed subcontractors. The Procurement Specialist will immediately inform the Vice-President for Fiscal Services for investigation in accordance with established procedures.
6. Have no direct or indirect personal financial interest in any Responder or proposed subcontractor thereof.

Procurement Evaluation Committee, Continued:

7. Refrain from acting in any way that might be reasonably expected to create an impression among Responders or the general public that his/her judgment is biased, including but not limited to, any inappropriate contact with any Responder or subcontractor.
8. Report any serious concerns about the procurement process to the Vice-President for Fiscal Services.

Being a member of the Procurement Evaluation Committee generally entails the following duties and responsibilities:

- Becoming familiar with the requirements of the Procurement Request;
- Comprehensively reviewing each bid and/or proposal;
- Meeting with the Procurement Evaluation Committee to discuss whether the bids and/or proposals received meet the requirements of the Procurement Request;
- Meeting with the Procurement Evaluation Committee to discuss the merits of the bids and/or proposals determined to be responsive to the requirements of the Procurement Request;
- Adhering to the Evaluation Criteria set forth in the Procurement Request;
- Attending all presentations by Responders;
- Participating in Procurement Evaluation Committee's meetings and deliberations with respect to which the responsive bid and/or proposal will be recommended for contract award;
- Participating in the drafting of the Procurement Evaluation Committee's Recommendation to Award (RTA);
- Signing the Procurement Evaluation Committee's RTA; and
- If called upon by the Vice-President of Fiscal Services or University senior staff, clarifying the contents of the Procurement Evaluation Committee's RTA.

APPENDIX I:

PROCUREMENT POLICY- Purchases Exceeding \$150,000

EXHIBIT I - PROCUREMENT INITIATION FORM

Date: _____

User Department Representative: _____

Principal Investigator: _____

E-mail Address: _____

Description of Goods, Equipment and/or Services to be acquired/performed:

Budget Amount: _____

Fund Code: _____

Competitive Procurement Requirement:

Advertisement: ____Yes ____No

1) Type of Procurement

Bid _____

Proposal _____

Waiver of Advertisement: ____Yes ____No

1) Criteria for Waiver of Advertisement: _____

2) Type of Procurement

Bid _____

Proposal _____

Procurement Initiation Form, Continued:

3) Recommended list of vendors to receive copy of the Request for Bid or Request for Proposal:

<u>Company Name</u>	<u>Contact Name</u>	<u>Phone</u>	<u>Fax</u>	<u>E-mail</u>
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

To Be Completed By Fiscal Services:

Adequate Budget: : ___Yes ___ No

Allowable under grant terms: ___Yes ___ No

Are any of the proposed vendors suspended or debarred: ___Yes ___ No

APPROVALS:

Procurement Specialist

Signature & Date

APPENDIX I:

PROCUREMENT POLICY- Purchases Exceeding \$150,000

EXHIBIT II – COMPONENTS OF A REQUEST FOR BID OR REQUEST FOR PROPOSAL

Request for Bid

A Request for Bid should include but not necessarily be limited to the following components:

1. Purpose of the Request for Bid
2. Summary Scope of Work
3. Conditions governing the procurement
 - Submission Date
 - Deadline to submit questions
 - Required format for submission and number of bid copies
 - Travel, lodging and shipping costs
 - Warranty
 - Completion date
4. General requirements
 - Vendor responsibility
 - Right to withdraw bid
 - Disclosure of bid contents
 - Confidential
 - Open to Public
5. Specifications
6. Evaluation process
7. Contact person if additional information or clarification is required
8. Basis for award of contract
 - Responsive bid from a responsible bidder
9. Award date

APPENDIX I:

PROCUREMENT POLICY- Purchases Exceeding \$150,000

EXHIBIT II – COMPONENTS OF A REQUEST FOR BID OR REQUEST FOR PROPOSAL, Continued

Request for Proposal

A Request for Proposal should include but not necessarily be limited to the following components:

1. Purpose of the Request for Proposal
2. Summary Scope of Work
3. Conditions governing the procurement
 - Submission Date
 - Deadline to submit questions
 - Required proposal format
 - Technical Section
 - Time-Cost Section
 - Required number of proposal copies for submission
 - Travel, lodging and shipping costs
 - Warranty
 - Completion date
4. General requirements
 - Vendor responsibility
 - Right to withdraw bid
 - Disclosure of proposal contents
 - Confidential
5. Specifications
6. Evaluation Process
7. Contact person if additional information or clarification is required
8. Basis for award of contract
 - Responsive bid from a responsible Bidder
9. Award date

APPENDIX I:

PROCUREMENT POLICY- Purchases Exceeding \$150,000

EXHIBIT III- STANDARD CONTRACT TERMS AND CONDITIONS

- I. The contractor certifies that it understands and agrees that the following terms and conditions (collectively the "University's Standard Terms and Conditions") are incorporated into any contract awarded by the University.
- II. In the event the terms and conditions within the contractor's proposal conflict with the University's Standard Terms and Conditions, the University' Standard Terms and Conditions will govern.
- III. The contractor's status pursuant to the contract shall be that of an independent contractor and not an employee of the University.

10. LAWS REQUIRING MANDATORY COMPLIANCE BY ALL UNIVERSITY CONTRACTORS

- 1.1 ANTI-DISCRIMINATION and EQUAL EMPLOYMENT OPPORTUNITY – The contractor agrees not to discriminate in employment and agrees to abide by all anti-discrimination and equal employment Laws.
- 1.2 PREVAILING WAGE ACT - The Prevailing Wage Act, et seq. is hereby made part of every contract entered into by the University, except those contracts which are not within the scope of the Act. The contractor's acceptance of the University's Standard Terms and Conditions is his guarantee that neither he nor any subcontractor he might employ to perform the work has been suspended or debarred for violations of the ACT.
- 1.3 AMERICANS WITH DISABILITIES ACT - The contractor must comply with all provisions of the Americans with Disabilities Act (ADA), P.L. 101-336, in accordance with 42 U.S.C. 12101 et seq.
- 1.4 THE WORKER AND COMMUNITY RIGHT TO KNOW ACT - The provisions of et seq. which require the labeling of all containers of hazardous substances are applicable to the contract. Therefore, all goods offered for purchase to the University must be labeled by the contractor in compliance with the provisions of the Act.
- 1.5 Other Laws- The contractor agrees to comply with the following requirements:
 - Copeland Anti-Kickback Act (18 U.S.C. 874 and 40 U.S.C. 276c)
 - Davis Bacon Act, if within the scope of the contract (40U.S.C. 276a to a-7)
 - Contract Work Hours and Safety Standards Act(40U.S.C. 327-333)
 - Rights to Inventions Made Under a Contract or Agreement (37CFR,part 401)
 - Clean Air Act (42U.S.C. 7401 et seq.) and Federal Water Pollution Control Act (33 U.S.C. 1251 et seq)
 - Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)

Standard Contract Terms and Conditions, Continued:

- 1.6 OWNERSHIP DISCLOSURE – No contract can be issued by the University unless the contractor has completed an Ownership Disclosure Form, disclosing the names and addresses of all its owners holding 10% or more of the corporation or partnership's stock or interest.
- 1.7 COMPLIANCE - LAWS - The contractor must comply with all local, state and federal laws, rules and regulations applicable to the contract and to the goods delivered and/or services performed under the contract.
2. LIABILITIES
 - 2.1 LIABILITY - COPYRIGHT - The contractor shall hold and save the University and the respective officers, agents, servants and employees, harmless from liability of any nature or kind for or on account of the use of any copyrighted or uncopyrighted composition, secret process, patented or unpatented invention, article or appliance furnished or used in the performance of his contract.
 - 2.2 INDEMNIFICATION - The contracting party shall assume all risk of and responsibility for, and agrees to defend, indemnify and hold harmless the University, including the trustees, officers, employees, volunteers and agent from and against any and all claims, demands, suits, actions, recoveries, judgments, costs and expenses (including reasonable attorney's fees) in connection therewith on account of the loss of life, property, or injury or damage to the person, body or property, of any person or persons whatsoever (including but not limited to, resulting bodily injury, property damage, personal injury, advertising , or mental anguish) which shall arise from or result directly or indirectly from the services provided under this contract. This indemnification obligation is not limited by, but is in addition to the insurance obligations contained in this agreement.
 - 2.3 INSURANCE - The selected bidder shall secure and maintain in force for the term of the contract liability insurance as provided herein. All insurance coverage is subject to the approval of the University and shall be issued by an insurance company authorized to do business in the State of Louisiana and which maintains an A.M. Best rating of A- (VII) or better. The selected bidder shall provide the University's Procurement Services Department current certificates of insurance for all coverage and renewals thereof which must contain the provision that the insurance provided in the certificate shall not be canceled for any reason except after thirty (30) days written notice to the University's Procurement Services Department. All insurance required herein shall contain a waiver of subrogation in favor of the University and shall be primary-noncontributory. All insurance required herein, except Workers' Compensation, shall name Xavier University, as an additional insured. The insurance to be provided by the contractor for the term of the contract and any agreed upon extension thereof shall be as follows.
 - **Commercial General Liability** insurance written on an occurrence form including independent contractor liability, products/completed operations liability, contractual liability, covering but not limited to the liability assumed under the indemnification provisions of this contract. The policy shall not include any endorsement that restricts or reduces coverage. The minimum limits of liability shall not be less than a combined single limit of \$2,000,000 per occurrence, \$4,000,000 general aggregate, \$4,000,000 product/completed operations aggregate. A "per location or project endorsement" shall be included, so that the general aggregate limit applies separately to the location or project that is the subject of this contract.

Standard Contract Terms and Conditions, Continued:

- **Comprehensive Automobile Liability** covering owned, non-owned, and hired vehicles. The limits of liability shall not be less than a combined single limit of \$1,000,000 per occurrence.
- **Worker's Compensation** Insurance applicable to the laws of the State of Louisiana and other State or Federal jurisdiction required to protect the employees of the contracting party and any subcontractor who will be engaged in the performance of this contract. The certificate must so indicate that no proprietor, partner, executive officer or member is excluded. This insurance shall include Employers' Liability Protection with a limit of liability not less than \$1,000,000 bodily injury, each occurrence, \$1,000,000 disease, each employee, and \$1,000,000 disease, aggregate limit. Lower primary limits will be accepted if employer's liability insurance is included under the umbrella insurance and the umbrella limit exceeds the employer's liability limit requirements.
- **Excess Liability**, umbrella insurance form, applying excess of primary to the commercial general liability, commercial automobile liability and employer's liability insurance shall be provided with minimum limits of \$5,000,000 per occurrence, \$5,000,000 general aggregate, and \$5,000,000 products/completed operations. The contractor shall require all subcontractors to comply with all of the insurance requirements described above. It is a contractor option to determine the amount of excess liability it will require its subcontractors to carry. The contractor shall be responsible for obtaining certificates of insurance for all coverage and renewals thereof for each subcontractor prior to the subcontractor's beginning work on the project. The contractor shall provide copies of all subcontractor certificates of insurance to the University upon request.

3. **CONTRACT EXTENSION**

In the event the contract has an extension option and the University determines that it is in the best interest of the University to extend the contract, the contractor will be so notified at least 30 days prior to the expiration date of the existing contract. The contractor shall have 15 calendar days to respond to the extension request. If the contractor agrees to the extension, all terms and conditions of the original contract, including price, will be applicable.

4. **CONTRACT TERMINATION**

a) **Change of Circumstance:**

Notwithstanding any provision or language in this contract to the contrary, where the needs of the University significantly change, or the contract is otherwise deemed no longer to be in the University's interest, the University may terminate the contract upon 30 days written notice to the contractor.

b) **For cause:**

1. Where the contractor fails to perform or comply with a contract, the University may terminate the contract upon 10 days notice to the contractor with an opportunity to respond.
2. Where a contractor continues to perform a contract poorly as demonstrated by documented late delivery, poor performance of service, short-shipping etc., the University may terminate the contract upon 10 days notice to the contractor. In the event of contract termination under a. above i.e. Change of Circumstance, the contractor will be compensated by the University for goods and/or services satisfactorily performed and accepted in accordance with the contract, up to the date

Standard Contract Terms and Conditions, Continued:

of termination. In the event of termination of the contract under b. above, i.e. For Cause, the University may acquire the goods and/or services which are the subject of the terminated contract from another source. If the price paid is greater than the contract price, the University may deduct the difference in price from any monies due the terminated contractor or, if no monies are due the terminated contractor, the difference in price shall be an obligation owed the University by the terminated contractor.

5. SUBCONTRACTING OR ASSIGNMENT

The contract may not be subcontracted or assigned by the contractor, in whole or in part, without the prior written consent of the University. Such consent, if granted, shall not relieve the contractor of any of his responsibilities under the contract. Nothing contained in the specifications shall be construed as creating a contractual relationship between any subcontractor and the University.

6. PERFORMANCE GUARANTEE

The contractor certifies that:

- a. If applicable, the equipment offered is standard new equipment, and is the manufacturer's latest model in production, with parts regularly used for the type of equipment offered; that such parts are all in production and not likely to be discontinued; and that no attachment or part has been substituted or applied contrary to manufacturer's recommendations and standard practice.
- b. If applicable, all equipment supplied to the University that is operated by electrical current is UL listed where applicable.
- c. If applicable, all new machines are to be guaranteed as fully operational for the period stated in the contractor's proposal from time of written acceptance by the University. The contractor will render prompt service without charge, regardless of geographic location.
- d. During the warranty period, the contractor shall replace immediately any material which is rejected for failure to meet the requirements of the contract.
- e. All services rendered to the University shall be performed in strict and full accordance with the specifications stated in the contract.

7. DELIVERY GUARANTEE

All items contracted for are F.O.B. Destination. Regardless of the method of quoting shipments, the contractor shall assume all costs, liability and responsibility for the delivery of merchandise in good condition to the University. The University reserves the right to deduct from the Contractor's invoice all charges incurred by the University in the event any items are shipped and delivered on a "Collect" basis via common carrier in lieu of the specified F.O.B. Destination.

The contractor is responsible for the delivery of material in first class condition to the University in accordance with good commercial practice. The contractor shall only ship those items and quantities that are covered by contract. If a review of material received indicates that material other than that covered by the contract has been ordered and delivered, the University will take such steps as are necessary to have the material returned, regardless of the time lapse between delivery and discovery of the violation. Compliance with this requirement is the full responsibility of the contractor.

Standard Contract Terms and Conditions, Continued:

The University shall accept deliveries during normal business hours, 8:30 a.m. to 4:30 p.m. on normal business days (Monday through Friday). All items must be delivered into and placed at a point within the buildings as directed by the University. Notification must be given 24 hours in advance on any single item weighing over 500 pounds by calling the University's Central Receiving at 504-520-7345. Unloading and the placing of any supplies or equipment at specified site is the sole responsibility of the contractor. The contractor shall notify the assigned trucker for implementation of this requirement at no additional cost to the University.

In the event delivery of goods or services is not made within the number of days contracted, the University's Procurement Services Department may authorize the purchase of the goods and services from any available source. If the price paid is greater than the contract price, the University may deduct the difference in price from any monies due the defaulting contractor or, if no monies are due the defaulting contractor, the difference in price shall be an obligation owed the University by the defaulting contractor.

8. MAINTENANCE OF RECORDS

The contractor shall maintain records for products and/or services delivered against the contract for a period of three (3) years from the date of final payment. Such records shall be made available to the University upon request for purposes of conducting an auditor for ascertaining information regarding dollar volume or number of transactions.

9. PRICE FLUCTUATION DURING CONTRACT

In the event of a contractor's price decrease during the contract period, the University shall receive the full benefit of such price reduction on any undelivered purchase order and on any subsequent order placed during the contract period.

10. TAX CHARGES

The University is exempt from State sales taxes. Prices charged must not include such taxes.

11. PAYMENT TO CONTRACTOR

Payment for goods and/or services purchased by the University will be made to the contractor within 30 days of the later of an acceptable invoice from the contractor or the University's acceptance of the contracted products and/or services.

12. STANDARDS PROHIBITING CONFLICTS OF INTEREST

The following prohibitions on contractor activities shall apply to all contracts or purchase agreements made with the University:

- a) The contractor shall not pay, offer to pay, or agree to pay, either directly or indirectly, any fee, commission, compensation, gift, gratuity, or other thing of value of any kind to any University officer or employee or to any member of the immediate family of any such University officer or employee, or partnership, firm or corporation with which they are employed or associated, or in which such University officer or employee has an interest.
- b) The solicitation of any fee, commission, compensation, gift, gratuity or other thing of value by any University officer or employee from the contractor shall be reported in writing forthwith by the contractor to the Vice President for Fiscal Services.
- c) The contractor may not, directly or indirectly, undertake any private business, commercial or entrepreneurial relationship with, whether or not pursuant to employment, contract or other agreement, express or implied, or sell any interest in such contractor to, any University

Standard Contract Terms and Conditions, Continued:

officer or employee having any duties or responsibilities in connection with the purchase, acquisition or sale of any property or services by or to the University, or with any person, firm or entity with which he or she is employed or associated or in which he or she has an interest. Any relationships subject to this provision shall be reported in writing forthwith to the Vice President for Fiscal Services, who may grant a waiver of this restriction upon

application of the University officer or employee upon a finding that the present or proposed relationship does not present the potential, actuality or appearance of a conflict of interest.

- d) No vendor shall influence, or attempt to influence or cause to be influenced, any University officer or employee in his or her official capacity in any manner which might tend to impair the objectivity or independence of judgment of said officer or employee.
- e) No vendor shall cause or influence, or attempt to cause or influence, any University officer or employee to use, or attempt to use, his or her official position to secure unwarranted privileges or advantages for the vendor or any other person.
- f) The provisions cited above in paragraph 12a. through 12e. shall not be construed to prohibit a University officer or employee from receiving gifts from or contracting with vendors under the same terms and conditions as are offered or made available to members of the general public promulgate under paragraph 12c.

13. NOTICES: All notices required under this contract shall be in writing and shall be validly and sufficiently served by the University upon the contractor if addressed and mailed by certified mail to the address set forth in the contractor's proposal. Notices from the contractor to the University shall be addressed and mailed by certified mail to the attention of the Director of Operations, Procurement Department, Xavier University.

14. CLAIMS

Claims asserted shall be subject to the Louisiana Law.

15. APPLICABLE LAW

The contract and all litigation arising from or related to the contract shall be governed by the applicable laws, regulations and rules of evidence of the State of Louisiana without reference to conflict of laws principles.

Date: _____

Authorized Signature: _____

Title: _____

Company Name: _____

APPENDIX I:

PROCUREMENT POLICY- Purchases Exceeding \$150,000

EXHIBIT IV – RECOMMENDATION TO AWARD FORM

Date: _____

Procurer: _____

Proposal/Bid Reference Number: _____

Lowest Responsive Bidder/Offeror: _____

Bid Amount: _____

Vendor Name: _____

Address: _____

Phone Number: _____

Fax: _____

E-mail Address: _____

Summary of Determination: _____

Signatures:

Procurer: _____

Evaluation Committee: _____

Chair/Vice-President: _____

Procurement Specialist: _____

APPENDIX I:

PROCUREMENT POLICY- Purchases Exceeding \$150,000

EXHIBIT V – SOLE SOURCE PROCUREMENT FORM

Date: _____

User Department: _____

FOPAL Number: _____

Authorized Procurer: _____

Type of Materials, Supplies and/or

Equipment: _____

Justification for Sole Source:

1) If purchase related to compatibility with existing equipment, then identify the item(s) and applicable tag number.

2) Sole Source Considerations (Place a check next to the one that best applies)

- Exclusive Rights...Item under patent secret process or copyright held by a single vendor and item possesses functions, secret process or capabilities critical to use.
- Propriety Design...Item possesses a unique function or capability critical in the use of the item and not available from any other.
- Replacement Equipment... The purchase is for equipment associated with use of the existing equipment where compatibility is essential for integrity of results essential.
- Replacement Parts... The purchase is for replacement parts in support of equipment specifically designed by a particular manufacturer.
- Replacement Accessories... The purchase is for accessories sought for enhancement of existing equipment where compatibility with equipment from the original manufacturer is paramount.
- Technical Service... The purchase is for technical services associated with the assembly, installation or servicing of equipment of a highly technical or specialized nature.
- Continuation or Prior Work... Additional item, service or work required but not known to have been needed when the original order was placed with vendor or construction contractor (need original purchase order number).

Justification for Sole Source, Continued:

- Exclusive Capability... Only one vendor qualified (no other potential vendors known).
- Other... Provide details.

3) Replacement Equipment, Parts or Accessories (Mark The One That Best Qualifies)

- The item is manufactured or produced by the supplier and the supplier solely distributes (sells) directly to the customer.
- The item is produced by the manufacturer, but not sold directly to the customer by the manufacturer, and the manufacturer solely distributes the item through a single supplier in the world, United States, region, Louisiana or identified market area.

Procurement Specialist

Procurer

APPENDIX I:

PROCUREMENT POLICY- Purchases Exceeding \$150,000

EXHIBIT VI – EMERGENCY PURCHASE PROCUREMENT FORM

Procurer: _____

Date of Occurrence:

Nature of the Emergency:

Reason for Emergency:

Amount: (\$)

Description of goods and/or services:

Reason for Contractor Selection:

Fund Code:

I certify that the information provided above is, to the best of my knowledge, true and correct.

Full Name/Title

Signature

Date

Approvals:

Director of Operations-Full Name

Signature

Date

Procurement Specialist- Full Name

Signature

Date

Emergency Order No#:

Purchase Order No#: