YAVAPAI COUNTY COMMUNITY COLLEGE DISTRICT dba YAVAPAI COLLEGE

Procurement & Contract Services Procedures Manual

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1. INTRODUCTION

This Procurement & Contract Services Procedures Manual is designed to assist staff and faculty through the procurement and contracting processes. The Director of Procurement & Contract Services or appropriate departmental designees (referred to from this point as "Procurement & Contract Services" or "PCS") are responsible for the development and enforcement of procurement and contracting procedures for College expenditures, as well as the contract management process.

Pursuant to Arizona Revised Statutes (ARS) 41-2501, political subdivisions are not subject to Arizona's State Procurement Code, though they may adopt all or some of the Code. Yavapai County Community College District (doing business as Yavapai College and herein referred to as "the College") is a political subdivision of the State of Arizona and its District Governing Board has not adopted all of the Code. Yavapai College's Procurement & Contract Services Procedures loosely follow the Arizona State Procurement Code, which is a compilation of Arizona Revised Statutes, but in the interest of local businesses, cost savings and efficiency, the Procurement & Contract Services team is continuously reviewing and revising the procedures manual in the best interest of the college and its taxpayers.

These procedures should be in sufficient detail to obtain supplies, services, and construction at the lowest total cost to the College consistent with the quantity, quality, and availability of the items at the time of procurement. These procedures also describe the varying contracts and their required processes. It is recognized that not every situation cannot be covered in this manual; therefore, if there are special circumstances, please contact Procurement & Contract Services via email at procurement@yc.edu.

1.1. Goals

Support Yavapai College business stakeholders and educational programs by securing goods and services at competitive rates to maximize value for the College, while minimizing cost.

Collaborate effectively and efficiently with business stakeholders to ensure the procurement of goods and services meet or exceed business stakeholder and College expectations.

Ensure contracts are compliant with applicable laws of the State of Arizona and the College Procurement policies.

1.2. Authority to Commit College Funds

1.2.1. Authorized Persons

The President of the College has delegated the responsibility for procurement negotiations and administration of procurement and contract procedures to the Director of Procurement & Contract Services. Only the Director of Procurement & Contract Services and those persons designated by that Director are authorized to commit the College's funds in the procurement of goods, services, and construction. Unauthorized procures may be considered a personal obligation and individuals making unauthorized procures may be personally responsible for those procures (see 3.14 Unauthorized Procures).

1.2.2. Purchase Card (P-Card) Authority

Individuals who have been issued a purchase card (P-Card) have, in effect, been granted authority by their Budget Managers and the Director of Procurement & Contract Services to act as agents or representatives, on their behalf, for the procure of goods and services for expenditures over the course of the fiscal year of less than $10,000 per supplier.

1.2.3. An exception to the above limits in in the case where the department (typically ITS or Facilities) is procuring goods from supplier holding at least one cooperative contract where those prices have been vetted via a competitive bidding process. In these cases, there is no limit on the annual P-Card expenditure with these suppliers.

2. ADMINISTRATIVE PROCUREMENT PROCEDURES

2.1. Procurement & Contract Services

Procurement & Contract Services organizes and administers Procurement & Contract Services for all units of the

College. In providing these services in accordance with sound business practices, Procurement & Contract Services seeks to achieve maximum value for every dollar expended.

To achieve this, the Procurement & Contract Services has the responsibility for the following:

- **2.1.1.** Competitive bids or proposals whenever possible to obtain maximum value from the expenditure of College funds.
- **2.1.2.** Maintain communication with Suppliers on behalf of the College.
- **2.1.3.** Coordinate the procurement of goods, services, and construction for all business units of the College from responsible and responsive Suppliers.
- **2.1.4.** Develop strategic sources of supply and rationalize the supply base to assure the College has an adequate number of Suppliers from which to obtain goods, services, and construction.
- **2.1.5.** Final authority on selection of Suppliers for all procures.
- **2.1.6.** Review and approve all contracts, including, but not limited to, Intergovernmental Agreements ("IGA's"), Memorandums of Understanding ("MOU's"), Statements of Work (SOW's), Purchase Orders (PO's), and Order Forms, to confirm the terms and pricing are in the best interest of the College.
- **2.1.7.** Sign contracts and agreements on behalf of the College. Exceptions to this include Intergovernmental Agreements covered in Section 6.5 and Leases Section 6.6 which are submitted to the District Governing Board (DGB) for approval and signature by the DGB Chair.
- **2.1.8.** Administer the Purchase Card Program.
- **2.1.9.** Conduct training for new Purchasing Liaisons and host periodic group training sessions for both Purchasing Liaisons and Budget Managers.
- **2.1.10.** Provide updated Procurement & Contract Services Procedures, guidelines, training materials, and forms on the College's Procurement & Contract Services website.
- **2.1.11.** In accordance with the authority delegated to Procurement & Contract Services, all procures, irrespective of the sources of funding, will be governed by the procedures outlined in this manual.

2.2. Purchasing Liaisons

The Purchasing Liaison is the designated person responsible for small dollar procurement within each department. The duties of a Purchasing Liaison include, but are not limited to the following:

- **2.2.1.** Understand and follow all purchasing, procurement, and contract procedures.
- **2.2.2.** Ensure that all College personnel in their respective departments also adhere to all purchasing, procurement, and contract procedures.
- **2.2.3.** Be fiscally responsible with College funds.
- **2.2.4.** Attend all mandatory training sessions including requisition training.
- **2.2.5.** Know what method should be used for each procure (per dollar thresholds) such as P-Cards, check request forms or purchase requisitions.
- **2.2.6.** Contact other departments as necessary for approval depending on the type of procure (i.e., furniture/electrical requirements/installation – Facilities; software – ITS; etc.)
- **2.2.7.** Utilize contracted (College, State of Arizona, and cooperative) Suppliers whenever possible.
- **2.2.8.** Complete requisitions in the financial requisition system with required information; send back-up documents to Procurement & Contract Services (referencing the requisition number) to be included in the purchase order file.
- **2.2.9.** Track electronic budget approvals for all requisitions (Budget Manager, VP, and President as required).
- **2.2.10.** Complete the P-Card Monthly Transaction Detail Report on the JP Morgan Website and return all backup receipts and other documents to the Business Office on or before the 20th of the following month.
- **2.2.11.** Forward all contracts, order forms, MOUs, etc. with pertinent information (including point of contact name, email address, and supplier name) to Procurement & Contract Services at procurement@yc.edu for review of terms, negotiation (if applicable) and signature as required.

2.3. Budget Manager

The Budget Manager is responsible for planning and approving the spending of a department's budget. The Budget Manager does not have purchasing authority but works with the Purchasing Liaison to approve budget spending. It is

the responsibility of Budget Managers to:

2.3.1. Review and adhere to all purchasing, procurement and contract procedures and ensure that all College personnel in their respective departments also adhere to the purchasing, procurement and contract policies and procedures.

2.3.2. Review and approve all requisitions in the requisition system and manage all budget areas within their area of responsibility.

2.4. Other Staff and Faculty

Other staff and faculty do not have purchasing authority and must work with the department's Purchasing Liaison to procure goods and/or services.

3. PROCUREMENT & CONTRACT SERVICES GENERAL INFORMATION

3.1. Quality Standards

The responsibility to determine specifications for utility and quality rests with the end user (the department responsible for the performance or use of the materials). The quality of a product is determined by balancing two major factors, the technical consideration of suitability and the economic considerations of price and availability. The responsibility to question and to require justifications for that assessment is the responsibility of Procurement & Contract Services Team.

3.2. Bidder List

Procurement & Contract Services determines the bidder list based on the type of solicitation and estimated total spend. For procures between $10,000 and $100,000, Purchasing Liaisons need only provide a single quote, list of specifications, or business requirements as required backup to a purchase requisition. Procurement & Contract Services will then analyze the specifications to determine best value sourcing options for multiple competitive quotes or contracting options. The requisitioner or business stakeholder, consultants, directories of suppliers, internet research and cooperative contracts are some of the resources available to provide this information. The College may at the discretion of Procurement & Contract Services contract owners, also solicit quotes via the State Procurement Office's web-based purchasing portal, the Arizona Procurement Portal (APP), email (where appropriate), or any other reasonable tool available.

For the procure of goods, services or construction anticipated to be $100,000 or more, the Buyer may utilize APP to select and solicit suppliers based on Commodity Code(s) supplier are assigned. Due to the limited success the Procurement & Contract Services team has had with the quality of data within APP, and the need (in many circumstances) to solicit only local suppliers (in the best interest of the college and its' local taxpayers), these solicitations may be done via APP, the ESM Sourcing portal, or via email to bidresponse@yc.edu.

3.3. Selection of Suppliers/Sources

Suppliers are selected for their ability to serve the needs of the College in the most economical and efficient manner possible. Procurement & Contract Services will evaluate Suppliers based on cost, and when available performance ratings. Departments are encouraged to suggest sources of supply. Authority for the final selection of the Supplier is the responsibility of Procurement & Contract Services. Decisions will be made that are in the best interest of the College. Procures from individuals, classified advertisements (e.g., Craigslist) and on-line auction websites (e.g., eBay) are not recommended and require prior written approval from the Director of Procurement & Contract Services.

3.4. Supplier Performance

When Suppliers do not perform in a satisfactory manner per the contract, it is the responsibility of the requisitioning unit involved to notify Procurement & Contract Services in writing, giving details of the non-performance. Procurement & Contract Services will then take appropriate action to rectify the problem and document the performance history accordingly.

3.5. Criteria for Capital Asset Procures

Equipment procures of $5,000 or more must be procured from the Plant Fund (Fund # 9100). Criteria for capitalization of equipment include the following:

3.5.1. Have a unit cost of $5,000 or more, including tax, shipping, and set-up costs.
3.5.2. Have a useful life of one year or more (not a consumable item).
3.5.3. All new construction and renovations with a cost of $5,000 or more.
3.5.4. Capital asset procures require a requisition/purchase order.

3.6. Purchasing Used Equipment

Used equipment may be procured if it meets the needs of the College as required by the user. The purchase of used equipment must be in the best interest of the College and result in a cost savings when compared to the procure of new, refurbished, or recertified equipment. A statement containing the following information must accompany the requisition:

3.6.1. The requestor has inspected the equipment.
3.6.2. The equipment is in proper working order.
3.6.3. The equipment meets the needs of the user.
3.6.4. It is in the College's best interest to procure the used equipment.
3.6.5. A determination as to price reasonableness.

The statement must be reviewed and approved by the Director of Procurement & Contract Services. Methods of maximizing competition, within reason, are to be implemented by the Procurement & Contract Services staff with the approval of the Procurement & Contract Services Director. Procures of used equipment in excess of $100,000 where practical must adhere to the competitive bid process.

3.7. Used Recreational Vehicle Purchase

This procedure establishes reasonable due-diligence requirements for purchasing used recreational vehicles and similar movable units for College housing, lodging, office, instructional, storage, or operational use. It supplements the College's Purchasing Used Equipment and Conflict of Interest procedures. If requirements conflict, the more restrictive requirement applies.

3.7.1 The College may purchase a used RV only when there is a documented institutional need and the total acquisition is in the College's best interest.
3.7.2 Facilities is responsible for technical suitability, repair assessment, site readiness, inspection, final acceptance, and occupancy release.
3.7.3 Procurement & Contract Services is responsible for the procurement method, valuation, negotiation, contracting, approvals, and official procurement file.
3.7.4 Every used RV intended for occupancy requires an independent pre-purchase inspection by Facilities and a documented fair-market-value assessment by Procurement.
3.7.5 No unit may be occupied until Facilities confirms that immediate life-safety concerns have been corrected, if applicable.
3.7.6 Purchases from employees or their immediate family members require enhanced conflict safeguards, independent review, and Chief Operating Officer approval.
3.7.7 Responsibilities

Function	Responsibility
Requesting Department	Document the need, intended use, location, capacity, funding, and expected service life; provide available unit and seller information.
Purchasing Liaison	Submit the requisition, if applicable, and supporting records; coordinate budget and required approvals.
Facilities	Define technical and site requirements; review the inspection; estimate repairs and site costs; approve technical acceptance and occupancy.
Procurement & Contract Services	Determine procurement method; manage seller communications; arrange independent inspection or appraisal with Facilities input; assess price reasonableness; negotiate and document the purchase.
Human Resources or Procurement	Review the employee-seller conflict disclosure and Potential Conflict of Interest Form.
Budget Manager	Confirm need, funding, and acceptance of the evaluated acquisition cost.
Chief Operating Officer	Approve employee-seller purchases and material exceptions required by this procedure.
Employee Seller	Provide complete conflict-of-interest disclosure, title, and condition information; permit

Function	Responsibility
	independent inspection; remain fully recused from the College decision.

3.7.8 Initiation

3.7.8.1 The requesting department submits a business justification and available unit information, including year, make, model, VIN, asking price, seller identity, title copy, known defects, maintenance history, proposed use, proposed location, and funding.

3.7.8.2 Procurement determines the appropriate procurement method and whether an employee conflict exists. Facilities reviews basic site, utility, transportation, maintenance, and occupancy requirements.

3.7.8.3 No employee may promise purchase, pay a deposit, take possession, or authorize seller work before written Procurement authorization.

3.7.8.4 Employee-Seller Safeguards

3.7.8.5 The employee seller completes the College conflict-of-interest disclosure before substantive negotiation.

3.7.8.6 Human Resources or Procurement reviews the disclosure. The employee seller may not participate in inspection, valuation, market research, approval, acceptance, or payment.

3.7.8.7 Procurement documents three reasonable market alternatives or uses the primary valuation tool for used RVs, J.D. Power/NADA Guides RV Value Guides, for valuation comparisons. When exact alternatives are unavailable, the file explains the closest comparables and material differences or lists the J.D. Power value.

3.7.8.8 An independent inspection by the Executive Director of Facilities is required for every employee-seller transaction. An independent appraisal or certified valuation is required when the price is $35,000 or more, or when reliable market data is insufficient.

3.7.8.9 The Chief Operating Officer approves the transaction before award. Payment must be made by purchase order or check request through Accounts Payable, not by P-Card, cash, or reimbursement.

3.7.9 Independent Inspection

The inspector must be independent of the seller and qualified by training, certification, licensure, or experience appropriate to the unit. A dealer actively selling the unit may not serve as the College's independent inspector. The report must include photographs, inspection limitations, and findings in the following areas:

3.7.9.1 VIN and consistency with title or ownership records.

3.7.9.2 Roof, walls, frame, chassis, floors, slide-outs, seals, water intrusion, corrosion, collision damage, and modifications.

3.7.9.3 Electrical, batteries, converter or inverter, generator, propane, appliances, plumbing, sanitation, HVAC, and ventilation.

3.7.9.4 Smoke, carbon monoxide, propane detectors; extinguisher; emergency exits; steps; handrails; and visible life-safety concerns.

3.7.9.5 Mold indicators, moisture, pests, sewage intrusion, and general suitability for the intended occupancy.

3.7.9.6 Facilities may require specialty testing or repair quotations when a material concern is identified, or a system could not be operated.

3.7.10 Fair-Market-Value Assessment

3.7.10.1 Procurement shall establish a reasonable value range using available internet tools, artificial intelligence, comparable listings on RV Trader, and/or J.D. Power/NADA Guides RV Value Guides. When exact alternatives are unavailable, the file explains the closest comparables and material differences or uses the J.D. Power value. The analysis should use a recognized valuation guide, comparable current listings or documented sales, and a dealer opinion or independent appraisal when reasonably available. Seller-provided information may be considered but may not be the sole basis for value.

3.7.10.2 Comparables should be reasonably similar in year, make, model, size, floor plan, condition, location, mileage or use, title status, and included equipment.

3.7.10.3 Asking prices should be treated as market indicators, not proof of completed-sale value.

3.7.10.4 Procurement shall explain material differences and adjust for repairs, deferred maintenance, transportation, title concerns, absent warranty, and documented market-supported upgrades.

Supported Market Range - Condition/Repair Costs - Transportation/Title Disadvantages + Supported

Upgrades = Adjusted Fair-Market-Value Range

3.7.11 Total Acquisition Cost and Approval Thresholds

Facilities and Procurement shall evaluate the total acquisition cost, including purchase price, inspection, transportation, taxes, title and registration, immediate repairs, setup, site work, and other known costs.

Trigger	Minimum Requirement
Any unit intended for occupancy	Independent condition inspection, Facilities recommendation, and Procurement value assessment.
Under $35,000	Documented value sources and written price-reasonableness determination.
$35,000 to $49,999	A minimum of two value sources plus dealer opinion, appraisal, or certified valuation. Independent appraisal is required for an employee seller.
$50,000 to $99,999	Independent appraisal or certified valuation and written Facilities and Procurement approval.
$100,000 or more	Independent appraisal and all formal procurement and delegation approvals.
Repairs exceed 15% of purchase price	Facilities repair-risk assessment and Chief Operating Officer approval.
Price exceeds value range by more than 10%	Renegotiate, reject, or obtain Chief Operating Officer approval.
Salvage, rebuilt, bonded, missing, or disputed title	No purchase without title or legal review and Chief Operating Officer approval.
Immediate life-safety concern	No occupancy until correction and written verification by Facilities.

3.7.12 Purchase Approval and Terms

Facilities shall document the unit, intended use, inspection findings, and immediate repairs. Procurement shall document the value range, negotiated price, and approval recommendation. The purchase agreement or purchase order should, to the extent commercially achievable:

3.7.12.1 Make the purchase contingent on satisfactory inspection, valuation, clear title, funding, and institutional approval.

3.7.12.2 Require good and transferable title free of undisclosed liens and identify the VIN and included equipment.

3.7.12.3 Require disclosure of known material water, mold, fire, flood, collision, structural, mechanical, electrical, propane, sanitation, and title conditions.

3.7.12.4 Permit the College to terminate or renegotiate based on inspection, valuation, title, insurance, or site findings.

3.7.12.5 Make any deposit, if applicable, refundable when a stated contingency is not satisfied.

3.7.12.6 Condition final payment on delivery, document transfer, and final acceptance.

3.7.13 Delivery and Occupancy

3.7.13.1 Facilities verifies the delivered VIN and unit condition, completion of required repairs, and readiness of the site, utilities, stabilization, sanitation, and life-safety equipment.

3.7.13.2 Procurement confirms receipt of the title, bill of sale, lien release, and required transfer documents.

3.7.13.3 No College use or occupancy is permitted until Facilities issues written final technical acceptance and, when applicable, occupancy release. Accounts Payable releases final payment only after required receiving and acceptance documentation is complete.

3.7.14 Required File Documentation

3.7.14.1 Business justification, requisition, funding, and approvals.

3.7.14.2 Seller identity, employee conflict disclosure, Human Resources or Procurement Potential Conflict of Interest Form review, and Chief Operating Officer approval when applicable.

3.7.14.3 Title copy, VIN verification, lien release, bill of sale, and transfer records.

3.7.14.4 Inspection scope, inspector qualifications and independence, report, photographs, and specialty reviews.

3.7.14.5 Valuation guide data, comparable listings or sales, dealer opinion or appraisal, adjustments, and price-reasonableness determination.

3.7.14.6 Repair estimates, Facilities recommendation, final acceptance, and occupancy release.

3.7.14.7 Negotiation documentation, purchase agreement or purchase order, invoice, payment record, and

any written exception.

3.7.15 Exceptions and Records

The Director of Procurement & Contract Services may impose additional safeguards or reject a proposed acquisition when necessary to protect the College. No exception may waive employee conflict disclosure, clear-title verification, fair-value documentation, or correction of immediate life-safety concerns before occupancy. Any exception must be written, explain the institutional need and compensating controls, and receive the approval required by this procedure or the College's delegation requirements.

Procurement & Contract Services shall maintain the official procurement and contract file. Facilities shall retain technical, maintenance, site, acceptance, and occupancy records and provide copies needed for the official file.

3.7.16 Used RV Review Checklist

Review Item	Required Evidence	Complete
Need and funding	Business justification, intended use, location, budget, and funding.	[ ]
Conflict review	Seller identity, disclosure, recusal, Human Resources or Procurement review, and Chief Operating Officer approval if applicable.	[ ]
Title and records	VIN, title copy, lien status, maintenance, and damage information.	[ ]
Inspection	Facilities report, photographs, limitations, and specialty reviews.	[ ]
Value and total cost	Sources used, adjustments, appraisal when required, repair and site costs.	[ ]
Recommendation	Facilities technical recommendation and Procurement price determination.	[ ]
Award and acceptance	Approvals, agreement or purchase order, title transfer, final acceptance, and occupancy release.	[ ]

3.8. Sales Tax

3.8.1. In-State and City Sales Taxes

The College is responsible for the payment of all applicable sales or use taxes, as required within the State of Arizona.

3.8.2 Sale Use Tax (Out-of-State Procures)

The College is responsible for payment to the State Department of Revenue for any procures from suppliers or suppliers outside of Arizona. This tax is called a State Use Tax. This expenditure is estimated on the purchase order if sales tax was not included as part of the quote.

3.9. Procurement & Contract Services Records

All Procurement and Contract records will be retained and disposed of in accordance with records retention guidelines and schedules approved by the Department of Library, Archives, and Public Records and the Arizona State Procurement Office.

3.10. Insurance Requirements of Both Parties

Prior to the commencement of any work or services for the College regardless of dollar amount, evidence of appropriate insurance coverage must be submitted by the Supplier to Procurement & Contract Services (if not specified in the contract or for all high-risk Suppliers). The College will not provide insurance coverage to any party without a fully executed contract.

3.11. Government Surplus

The College shall follow Arizona State Statute 41-2602 when disposing of all College equipment.

3.11.1. Please refer to the Surplus Property Disposal Procedure located on the Business Services webpage located at: https://www.yc.edu/v6/business-office/docs/surplus-property-disposal-procedure-final-7-26-23.pdf.

3.12. Sales Representatives, Demonstrations and Sample Materials

College personnel who have direct contact with sales representatives are reminded that they are representing the College and conduct business in a professional manner. They are not to verbally authorize any purchasing and are to advise the prospective Supplier that a purchase order will be issued by the authorized Procurement & Contract Services representative, should a purchasing decision be made.

College personnel who would like to invite suppliers for on-site visits or request samples or on-site demonstrations must contact Procurement & Contract Services in advance for assistance. Suppliers are to provide proof of insurance coverage for any equipment and/or material left at the College.

3.13. Prepayment for Goods and Services

Advance payments or prepayments are not permitted in most cases and should be avoided whenever possible. Standard procedure is goods and services provided to Yavapai College are paid for after receipt of the goods or services. The College provides prepayment only for established industry standards and extremely limited purchases such as SaaS solutions, memberships, metered postage, customized goods, and maintenance/license agreements. On occasion, it may be necessary to provide known and reputable Suppliers with payment in advance.

In all cases the prepayment must be in the best interest of the College (e.g., timely completion of construction, production/delivery of specialized equipment, etc.). In such cases, the requestor must provide the following documentation to Procurement & Contract Services for review:

- **3.13.1.** Written statement indicating why this company is the best option despite the prepayment requirement including the specific requirements of the prepayment.
- **3.13.2.** Invoice (or written confirmation of total cost, including all associated costs) for the full amount of the advance payment prior to the issuance of the advance payment. Subsequent payments (if applicable) will require additional invoices that can be provided after placing the order.
- **3.13.3.** Upon review and approval (up to $50,000) by the Director of Procurement & Contract Services (or his designee), or $50,001 or higher (by the Controller), a requisition may be submitted.
- **3.13.4.** The requisitioning department is responsible for tracking the goods/services associated with the advance payment to insure expected goods/services are delivered per the documentation.

3.14. Personal Orders

Procurement & Contract Services cannot issue purchase orders for personal purchases. Suppliers are under no obligation to offer discounts to individuals, and if they do so, it must be with the understanding that their offer places Procurement & Contract Services under no obligation to do business with them except as allowed under these Procurement & Contract Services Procedures.

3.15. Unauthorized Procures

Procures and/or contracts that are in violation of the College's Procurement & Contract Services Procedures are considered serious offenses and will require completion of the Unauthorized Commitment (UAC) form. Unauthorized procures may be considered a personal obligation and individuals making unauthorized procures may be personally responsible for those procures per ARS 35-154.

3.16. Official Functions

Food/beverages procured for Official Functions require an Official Functions form to be completed and approved prior to order placement in accordance with the guidelines below.

Recognizing that there are certain occasions when providing meals or refreshments is appropriate, and in the best interest of the College, the following examples provide guidelines of permissible events:

- **3.16.1 Professional Development Activities**
  An entire group or major segment of the group is involved such as faculty and staff in-service days.
- **3.16.2 Invited Guests from Outside the College**
  An activity where the College acts as the host to invited guests from outside the College. This is limited to situations where there is specific benefit to the College such as advisory committees.
- **3.16.3 District Governing Board (DGB) meetings**
  DGB meetings that are held during meal hours, except for College employees. Recognizing that no set of guidelines can respond to all circumstances, the President or their designee may approve, on a case-by-

case basis, food requests not contemplated by these guidelines. Food items not considered part of the Official Functions policy includes: food supplies for cooking classes, food procured for resale by clubs or other College departments, meals for athletic teams when the College food service is closed, campus life programs, meals provided in fees paid by participant, and food provided per contract to non-College groups. A requisition for Official Functions must be submitted to Procurement & Contract Services if the total event expense for the fiscal year is $10,000 or more. Check requests through Accounts Payable are required for expenses under $10,000.

3.17. Conflict of Interest

The College as a general rule does not procure goods or services, or enter into any type of contract with students, faculty, staff, or members of their immediate families. An acquisition from a business or individual in which an employee or an employee's immediate family member has an interest is prohibited unless full disclosures of the background facts are presented in writing to: conflictofinterest@yc.edu whereby the Human Resources Department and the Procurement & Contract Services team will review the request for the appropriate action. Regardless of the total dollar amount, Procurement & Contract Services will solicit a minimum of three quotes. The employee with a conflicting interest will have no influence on the final decision for award. Interest is deemed present if the employee and/or his or her spouse or un-emancipated minor children own ten percent or more of the assets of a business. Direct purchases by College staff or faculty from a company they have personal interest in is strictly prohibited.

4. METHODS OF PAYMENT

4.1. Check Request

A check request must be used for services under $10,000 for individuals whom the College is paying as an independent contractor. A check request may also be used with those Suppliers that do not accept a P-Card for purchases under $10,000, or in the event the supplier charges a fee for the credit card transaction.

4.2. Purchase Card (P-Card)

Purchasing Liaisons will be issued a purchase card (credit card) upon completion of Purchasing Liaison training. This card may be used to procure non-capital asset items (as defined in Section 3.5) with a cost under $10,000 as long as there are no credit card fees associated with the purchase. Only purchases up to $999.99 (including shipping, handling, and taxes) may be purchased on a P-Card with fees up to 3.5%.

Individual purchases of $10,000 or more may be paid with an Accounts Payable purchase card, an individual purchase card (typically requires a temporary increase in the one-time purchase limit via the dynamic forms request for purchase card limit increase), or via a Home Depot or Lowes card (for those that have one assigned); however, these procures MUST be under one of the following cooperative contracts (Home Depot, Lowes, Amazon, Staples, Bluum, CDW-G, or any other previously approved in writing cooperative supplier not listed here). In the event the Purchasing Liaison wishes to make a purchase on their P-card from a commonly used cooperative supplier not listed above and not approved in writing by the Director of Procurement & Contract services, the Purchasing Liaison must send a request for consideration to procurement@yc.edu. If the Purchasing Liaison wishes to purchase an item not on an approved cooperative by P-Card and the item is $10,000 or more, the Purchasing Liaison must submit a requisition for the purchase via the College's ERP system (see P-Card procedures manual for full details).

Misuse of P-Card. Utilizing the P-Card for unauthorized items/services, or for personal items/services is a violation of the current procedures and is in violation of the College's Procurement & Contract Services Procedures. These are considered serious offenses and will require completion of the Unauthorized Commitment (UAC) form. Unauthorized procures may be considered a personal obligation and individuals making unauthorized procures may be personally responsible for those procures per ARS 35-154 and will be dealt with in accordance to established procedures set forth in the Purchase Card Procedure Manual including and up to termination.

Please see the Purchase Card Procedure Manual for more details.

4.3. Requisition/Purchase Order

4.3.1. General Overview

The initial tool to request a procure is a requisition. A requisition serves a dual purpose: it provides a clear and

complete description of the requestors' need, and it transmits authority to Procurement & Contract Services to expend the requisitioning unit's funds. All requests to procure that are either over the P-Card/check request threshold of $10,000, or under $10,000 but include capital asset items (as defined in Section 3.5) must be processed through Procurement & Contract Services via a purchase requisition (with the exception of non-capital items purchases via a purchase card, Home Depot card or Lowes card under a cooperative contract) regardless of the sources of funds. Staff or faculty that commit the College financially with a supplier, without proper authority, may be held personally responsible for all amounts owing. Budget Managers are allocated funds in their department budgets for a given period; this allocation is only an authority to request, not to procure. Each department is assigned an account number or numbers by Business Services. All requisitions must carry the complete number of the account - Fund Organization Account Program (FOAP).

Additional approval(s) may be required for specialized items, regardless of dollar amount; such approvals are collected after the requisition has been approved and before a purchase order is issued, may be collected via an e-mail to the Purchasing Liaison and/or Buyer, and are required in the following situations:

4.3.1.1. Any purchase that includes terms & conditions, a contract, on-line "click-through" terms, a signature requirement, or any financial commitment must be reviewed by Procurement & Contract Services.

4.3.1.2. Printing (except business cards, letterhead, and envelopes), advertising media, and promotional services, require prior approval from the Marketing Department.

4.3.1.3. Any item that will take up floor space (indoors or out), that uses electricity, hangs on the wall or is office furniture, requires prior approval from Facilities.

4.3.1.4. Telephones, computer software, or hardware require prior approval from ITS.

4.3.1.5. Photocopy equipment requires prior approval from Mail Print and Distribution Services.

4.3.1.6. Items procured that may affect other departments.

4.3.2. Process

4.3.2.1. Requisition is completed in the purchasing system by the department's Purchasing Liaison. The requisition will include the recommended Supplier, an adequate description of goods and/or services requested, actual or estimated cost including tax and shipping, anticipated delivery date, budget information for payment, department name, and location for delivery. All required backup is forwarded to procurement@yc.edu noting the associated requisition number.

4.3.2.2. The requisition is electronically transmitted to the Budget Manager for review and approval. Their approval confirms they have funds within their area to cover all costs and that the requisition is coded correctly. The requisition continues through the approval process in the purchasing system until approved by all required parties.

4.3.2.3. The requisition is transmitted to Procurement & Contract Services electronically, who reviews the completeness of the requisition, the backup documentation submitted by the Purchasing Liaison, confers with suggested supplier when necessary, and creates a purchase order in the purchasing system based on the best value for the College.

4.3.2.4. A purchase order is completed and sent to the supplier (Terms and Conditions are available on the College's Procurement & Contract Services website). Upon acceptance by the supplier, the document becomes a contract to procure. Only Procurement & Contract Services is authorized to assign a purchase order number to a requisition.

4.3.2.5. The item is delivered to Mail, Print and Distribution Services (referred to from here on as Receiving), or designee, verified against purchase order, received in the finance system, and delivered to the department by Receiving. The end user checks and accepts goods in a timely manner after receiving receipt.

4.3.2.6. The invoice is received by Accounts Payable and entered into Banner, checked against Receiving and Procurement & Contract Services documents; if all documents match a check is created and mailed to the Supplier based on their payment terms.

4.3.3. Standing Orders (Blanket POs)

Blanket purchase orders may be issued for a specified time period at an estimated dollar amount to encumber funds, and/or establish an arrangement with a Supplier for a period of time. These types of purchase orders

have other names such as “Blanket,” “Open,” “Requirements,” “Indefinite Delivery, Indefinite Quantity.”

Standing Orders should not be used for Capital Asset items, unless approved by the Business Office. For on-going procures that do not utilize contracted (College, State of Arizona, and cooperative) Suppliers, Standing Orders must be used rather than repetitive P-Card orders or check requests that will total more than $10,000 in a fiscal year. This type of purchase order is useful for paying for contracts, services or goods that will be invoiced frequently.

4.3.4 Change Orders

The initiating department may request a change order via the appropriate form specifying the applicable purchase order number and necessary changes. Approval for a change order request will follow the same approval requirements set up in the ERP system for a standard requisition and shall be based on the change-order value only unless the change order pushes the order total over the threshold above which the next highest approver must approve the order. In such a case, the change order would then require the approval of both the Budget Manager and the relevant Vice President, etc. At a minimum, all purchase order change order requests that increase the dollar amount must be approved by the Budget Manager. The purchase order should always be a match with quantities, unit pricing and the description of items. Any changes to a purchase order must be requested in writing and subsequent change order must be issued prior to fulfillment by the Supplier. A change order may not be required if the change is less than 10% and is due to estimated costs such as shipping and/or taxes. This determination will be made by Procurement & Contract Services.

5. METHODS OF PROCUREMENT AND THRESHOLDS

The following thresholds and processes are established to serve the public purpose, further the goals of the College and shall withstand public scrutiny. Split procures to avoid the appropriate processes are prohibited. A split procure is defined as the procure of a single item costing $10,000 (including shipping and tax) with the procure being divided (split) into more than one transaction; or the procurement of a group of items totaling more than $10,000 (including shipping and taxes) for a single procure need. A single procure need identifies a group of items that are similar enough in nature to be procured from a single source that are all known to be needed at the time of the first procure transaction. Procures cannot be deemed as separable based on multiple deliveries, locations, nor different FOAPs.
The practice of issuing a series of P-Card transactions or requisitions for placing multiple orders during a fiscal year to the same Supplier for the same commodity or service in order to avoid the appropriate competitive solicitation or approval process is prohibited. Violations of this procedure will require submittal of a P-Card Split Transaction (PST) form with the required signatures. Department representatives are required to contact Procurement & Contract Services in the event that additional orders to a specific Supplier result in annual departmental spend to that Supplier over a threshold amount (e.g., over $10,000, over $100,000, etc.) unless already approved by the PCS Director under the cooperative exception described in Section 4.2.

5.1 Requests for Quotation (RFQ)

5.1.1 General Overview

While Liaisons are not required to request multiple quotes for procures under $10,000 if more than one quote is requested please adhere to the “Confidentiality of Quotations”. Price quotations are given to the College in confidence and shall not be revealed to any other Supplier or unauthorized person until after the procure/contract is executed. College personnel:

- **5.1.1.1** are not to provide pricing from one Supplier to another to achieve better pricing from either.
- **5.1.1.2** are not to discuss any aspect of the bid process with any Supplier until after a contract is awarded.
- **5.1.1.3** will only speak to current Suppliers, who are part of a solicitation process, specifically about current work.

5.1.2 Procures under $10,000

The P-Card can be used to procure non-capital items up to $9,999 (including shipping, handling, and tax) as long as the supplier is not charging credit card fees. A check request must be used for individuals whom the College is paying as an independent contractor. Exceptions: Procedure 3.16 requires competitive bidding for all procures in consideration directly from employees and their immediate families, regardless of dollar

amount.

5.1.3 Procures between $10,000 and $100,000

Purchasing Liaisons need only provide a single quote or list of specifications as required backup to a requisition. Procurement & Contract Services will then analyze the specifications to determine best value sourcing options for obtaining at least three quotes or contract options. If three quotations cannot be obtained, documentation showing Suppliers contacted but not offering price quotations, or an explanation of why price quotations were not obtained will be provided. Procurement & Contract Services reserves the right to request modified quotations from Suppliers, and/or additional quotes from other Suppliers. Procurement & Contract Services determines final Supplier selection. The College will award a purchase order to the lowest quote which conforms to the quote request.

All related charges, including shipping/handling, installation, travel expenses, etc. shall be included in the determination of award of purchase order. However, sales or use tax of a political subdivision of the state will not be a factor in determining the best value sourcing option. Exception: Three quotes do not need to be obtained if the item(s) and/or service(s) can be obtained under a College, State of Arizona, or cooperative contract where competitive bidding has been previously achieved.

5.1.4 Exceptions for Certain Procures between $10,000 and $100,000

For certain goods and services procures, YC representatives are not required to request multiple quotes for procures under $25,000. Procure exceptions:

5.1.4.1 Facilities Maintenance and Repair Operations (MRO) goods and services necessary for optimal building/plant operations when competition is limited regionally, and time is of the essence.

5.1.4.2 Software that is only available manufacturer-direct or from a single source distributor when impracticable to solicit quotes for similar software.

5.1.5 Exception for Subsequent Purchases of Custom, Bespoke or Integrated Systems.

For purposes of this section, a Custom, Bespoke, or Integrated Solution means a product, system, configuration, or combination of goods and services that is designed, manufactured, developed, modified, configured, or integrated to meet the College's specific operational, technical, functional, interoperability, or compatibility requirements. This term does not include Commercial Off-The-Shelf ("COTS") goods or services that are generally available to the public in substantially the same form without material customization, configuration, development, or integration. When the College initially solicits at least three competitive written quotations or bids for a Custom, Bespoke, Purpose-Built, or Integrated Solution and awards the initial procurement to the lowest responsive and responsible Supplier whose quotation or bid conforms to the solicitation requirements, additional competitive quotation or solicitation activity is not required for subsequent purchases of the same solution, or components that are reasonably necessary to expand, maintain, support, integrate, or preserve compatibility with that solution, subject to all of the following conditions:

5.1.5.1 Initial Competition. The procurement file documents that at least three competitive written quotations or bids were received and evaluated for the initial procurement.

5.1.5.2 Initial Award. The initial award was made to the lowest responsive and responsible Supplier whose quotation or bid conformed, in all material respects, to the College's requirements.

5.1.5.3 Written Determination. Before a subsequent purchase is made without additional competition, the end-user must complete and Procurement & Contract Services must approve a Procurement Determination Form documenting that:

- the subsequent purchase is for the same solution or for goods or services reasonably necessary to expand, maintain, support, integrate, or preserve interoperability or compatibility with the originally competed solution;
- continuation with the Supplier remains advantageous and in the best interest of the College;
- the Supplier's pricing remains fair and reasonable;
- the Supplier's performance has been satisfactory;
- the procurement requirements have not materially changed in a manner that would reasonably support a new competitive solicitation.

5.1.5.4 Annual Price Limitation. The Supplier's applicable unit prices, rates, fees, or other comparable pricing may not increase by more than three percent (3%) during any twelve-month period over the pricing in effect for the immediately preceding twelve-month period. The three percent (3%) limitation applies to changes in comparable pricing and does not prohibit an increase in the total purchase amount resulting solely from an increase in quantities, additional authorized components, expanded usage, or an approved change in scope.

5.1.5.5 Determination Period. A Procurement Determination Form approved under this section may authorize subsequent purchases for a period not to exceed five years from the effective date of the determination. Each subsequent requisition, purchase order, contract, amendment, renewal, or other procurement document issued under the determination must reference the approved Procurement Determination Form.

5.1.5.6 Material Changes. A new competitive procurement or a separate written determination under another applicable section of this Manual is required if:

- pricing increases by more than three percent (3%) during any twelve-month period;
- the nature, functionality, specifications, or scope of the solution materially changes;
- the subsequent purchase is not reasonably related to the originally competed solution;
- Procurement & Contract Services determines that sufficient competition exists and a new solicitation would be advantageous to the College;
- Supplier performance is no longer satisfactory; or
- continuation with the Supplier is otherwise determined not to be in the College's best interest.

5.1.5.7 Procurement Authority. Procurement & Contract Services retains the authority to require additional quotations, conduct a new solicitation, negotiate revised pricing or terms, shorten or revoke an approved determination, or impose additional conditions whenever doing so is determined to be in the best interest of the College.

5.2 Invitation for Bid (IFB)

5.2.1 General Overview

This process shall be used for procures over $100,000.00, in which price is the determining factor. Invitation for Bids (IFB) are announced at the discretion of the Director of Procurement & Contract Services. The College will award a contract to the lowest responsible and responsive bidder. A "responsible" Supplier is one who has the capability to perform the required service(s) or deliver the desired products(s). A "responsive" Supplier is one who submits a bid that conforms in all material aspects to the bid request. All related charges, including shipping/handling, installation, travel expenses, etc. shall be included in the determination. However, sales or use tax of a political subdivision of the state will not be a factor in determining the lowest bidder. IFBs do not generally require the assistance of an evaluation committee.

The IFB shall include the following:

5.2.1.1 Instructions and information to Suppliers concerning the submission requirements, including time and date for receipt of questions and bids, relevant Appendices, and any other information.

5.2.1.2 The procure description, delivery or performance schedule (if applicable), and such inspection and acceptance requirements.

5.2.1.3 The contractual terms and conditions as applicable to the procures such as: insurance; warranty; bonding; security requirements; etc.

5.2.2 Proposal Time

The proposal time is the period of time between the date of issuance of the IFB and the time and date for receipt of bids. In each case, a bid time shall be set that affords bidders a reasonable time to prepare the bids. A minimum of 14 calendar days shall be provided unless a shorter time is deemed necessary for a particular procure as determined in writing by the Director of Procurement & Contract Services.

5.2.3 Proposal Submissions

The IFB document shall provide a form or format in which the bidder shall include all pertinent information relative to the goals of the IFB. The bidder shall sign and submit all necessary information called for in the Invitation for Bid document via APP.

5.2.4 Public Notice

Public Notice is not required for IFB's, and proposals may be solicited directly from known potential Suppliers.

5.2.5 Pre-Bid Conferences

Pre-bid meetings may be conducted to explain the procurement requirements but are not required. In the event they are held, they shall be announced to all prospective Suppliers known to have received the IFB. The meeting shall be held long enough after the IFB has been issued to allow bidders to become familiar with the document, but sufficiently before receipt of bids to allow consideration of the conference results in preparation of their bid. Generally, the receipt of bids will be no sooner than seven calendar days after the pre-bid meeting. Any exceptions must be granted in writing by the Director of Procurement & Contract Services. Nothing stated at the conference should change the IFB unless a change is made by written amendment.

5.2.6 Amendments to Invitation for Bid

Amendments to an IFB shall be identified as such and provided to each prospective bidder. The amendment shall reference the part of the IFB that it amends. Amendments shall be issued within a reasonable amount of time for potential bidders to consider them in the preparation of their bids. If the time and date set does not permit sufficient time for bid preparation, the date and time of the bid opening shall be extended in the form of an amendment.

5.2.7 Withdrawal and Modification of Bids

Withdrawal or modification of bids is acceptable if the notification of withdrawal or modification is received prior to the deadline for receipt of the bids at the designated location. All documentation relating to a bid withdrawal or modification shall be kept as part of the solicitation file.

5.2.8 Late Bids

A bid, a request for withdrawal of bid, or a modification of bid is late if not received by the time and date listed in the IFB. The Procurement & Contract Services team will not allow for the submission of late bids, late withdrawal of bids, or late modifications and such late submissions shall be rejected.

5.2.9 Receipt of Bids

Bids and bid modifications shall be received online through APP, via the ESM Sourcing portal or via email at bidresponse@yc.edu and remain unopened until the bid opening date and time as listed in the IFB.

5.2.10 Inspection of Bids

Only after formal award of the proposal, shall the proposals be made available for public inspection (via a Request for Public Information) through the President's Office. Information deemed proprietary in nature by the Supplier and approved as such by the Director of Procurement & Contract Services shall not be included in the materials available for public inspection.

5.2.11 Mistakes and Informalities in Bids

Suppliers are responsible for the accuracy of their quoted prices. Where applicable, in the case of discrepancy between the unit price or rate and the extension of that unit price or rate, the unit price or rate shall govern. Mistakes in bids may be corrected by modification or withdrawal as outlined in sections above, if discovered prior to the bid opening. *After* bid opening, a bid submitted in error of judgment may not be corrected. If an error is discovered after an opening, the Director of Procurement & Contract Services may permit a bidder to correct a mistake if the mistake is evident in the uncorrected bid. The Director shall not permit a correction that is prejudicial to the College or fair competition. After an order has been issued, no bid may be withdrawn or amended unless the College considers the change to be in its best interest. The College reserves the right to reject any and all bids, or parts of bids, or to waive any informalities, and to select the bid that, in its opinion, best serves the needs of the College.

5.2.12 Bid Evaluation and Award

Award will be issued to the lowest responsive and responsible bidder whose bid meets, in all material respects, the requirements and criteria as defined in the IFB.

5.2.13 Tie Bids

Tie bids are defined as instances of identical pricing from responsible bidders that meet all the requirements as set forth in the bid documents. Tie bids may be awarded by drawing lots or any other random choice manner. Care shall be taken by the College to ascertain that the tie bidders meet all requirements as outlined in the IFB document before declaring a tie bid situation. Records and methods of determining the successful bidder shall be maintained in the solicitation file.

5.2.14 Single and Zero Bids

In instances where only one bid is received in response to an IFB, a determination must be made by the Director of Procurement & Contract Services that the proposal submitted is fair and reasonable and that other prospective Suppliers had time to respond or that re-solicitation is not possible due to time constraints. In those instances, an award may be made. If it is determined in writing by the Director of Procurement & Contract Services that the need for the product or service continues and that the acceptance of the single bid is not advantageous or there are zero bids provided to the College, then the procure may be conducted in a manner as defined by the Director of Procurement & Contract Services.

5.3 Request for Proposals (RFP)

5.3.1 General Overview

Procures of goods and services in the aggregate amount of $100,000 or more in a fiscal year that cannot be awarded by price alone shall be procured through the use of a Request for Proposal (RFP) process. This process may also be used for lower dollar procures if deemed as the best solicitation option as approved by the Director of Procurement & Contract Services. Request for Proposals are solicited by Procurement & Contract Services via APP, the ESM Sourcing portal, or email to bidresponse@yc.edu .

The evaluation of proposals is based on various criteria. Pricing is a factor but generally it is not the only determining factor. Consideration is also given, but not limited to: specifications, warranties, liabilities, quality, performance/references, experience, lead-time, delivery, etc. The specific criteria will be listed in the proposal and a committee composed of College staff and/or faculty shall be designated for the purpose of evaluating the proposals.

The RFP shall include the following:

5.3.1.1 Instructions and information to Suppliers concerning the submission requirements via APP, email (where appropriate), or any other reasonable tool available including time and date for receipt of questions and bids, relevant Appendices, and any other information.

5.3.1.2 The procure description, evaluation factors, delivery or performance schedule (if applicable), and such inspection and acceptance requirements.

5.3.1.3 The contractual terms and conditions as applicable to the procure such as: insurance; warranty; bonding; security requirements; etc.

5.3.2 Proposal Time

The proposal time is the period of time between the date of distribution of the RFP and the time and date for receipt of proposals. In each case, a proposal time shall be set that affords Suppliers a reasonable time to prepare the proposals. A minimum of 14 calendar days shall be provided unless a shorter time is deemed necessary for a particular procure as determined in writing by the Director of Procurement & Contract Services.

5.3.3 Proposal Submissions

The RFP document shall provide a form or format in which the Supplier shall include all pertinent information relative to the goals of the RFP. The Supplier shall sign and submit all necessary information called for in the RFP document as requested in the RFP.

5.3.4 Public Notice

Public Notice is not required, but the intent is to notify and/or solicit a sufficient number of bidders for the purpose of securing competition. In the event a Public notice is used for the RFP, it should be provided at least 14 days prior to the date set for receipt of proposals, unless a shorter time is deemed necessary for a particular procure as determined by the Director of Procurement & Contract Services.

5.3.5 Pre-Proposal Conferences

Pre-proposal meetings may be conducted to explain the requirements. They shall be announced to all prospective Suppliers known to have received the RFP. The meeting shall be held long enough after the RFP has been issued to allow Suppliers to become familiar with the document, but sufficiently before receipt of proposals to allow consideration of the conference results in preparation of their proposal. Generally, the receipt of proposals will be no sooner than seven calendar days after the pre-proposal meeting. Any exceptions must be granted in writing by the Director of Procurement & Contract Services. Nothing stated at the conference shall change the RFP unless a change is made by written amendment.

5.3.6 Amendments to Requests for Proposals

Amendments to Requests for Proposals shall be identified as such and notice provided via APP (when utilized) email (or any other reasonable tool available). The amendment shall reference the part of the RFP that it amends. Amendments shall be issued within a reasonable amount of time for potential Suppliers to consider them in the preparation of their proposals. If the time and date set does not permit sufficient time for proposal preparation, the date and time of the proposal opening shall be extended in the form of an amendment.

5.3.7 Withdrawal and Modification of Proposals

Withdrawal or modification of proposals is acceptable if the notification of withdrawal or modification is received prior to the deadline for receipt of the proposals at the designated location. All documentation relating to a proposal withdrawal or modification shall be kept as part of the solicitation file.

5.3.8 Late Proposals

A proposal, a request for withdrawal of proposal, or a modification of proposal is late if not received by the time and date listed in the RFP. The Procurement & Contract Services team will not allow for the submission of late bids, late withdrawal of bids, or late modifications and such late submissions shall be rejected.

5.3.9 Receipt of Proposals

Proposals and proposal modifications shall be received online through APP, via the ESM Sourcing portal, or via email to bidresponse@yc.edu and remain unopened until the proposal opening date and time as listed in the RFP.

5.3.10 Inspection of Proposals

Only after formal award of the proposal, shall the proposals be made available for public inspection (via a Request for Public Information) through the President's Office. Information deemed proprietary in nature by the Supplier and approved as such by the Director of Procurement & Contract Services shall not be included in the materials available for public inspection.

5.3.11 Mistakes and Informalities in Proposals

Suppliers are responsible for the accuracy of their quoted prices. Where applicable, in the case of discrepancy between the unit price or rate and the extension of that unit price or rate, the unit price or rate shall govern. Mistakes in proposals may be corrected by modification or withdrawal as outlined in sections above, if discovered prior to the proposal opening. *After* proposal opening, a proposal submitted in error of judgment may not be corrected. If an error is discovered after an opening, the Director of Procurement & Contract Services may permit a Supplier to correct a mistake if the mistake is evident in the uncorrected proposal. The Director shall not permit a correction that is prejudicial to the College or fair competition. After an order has been issued, no proposal may be withdrawn or amended unless the College considers the change to be in its best interest. The College reserves the right to reject any and all proposals, or parts of proposals, or to waive any informalities, and to select the proposal that, in its opinion, best serves the needs of the College.

5.3.12 Proposal Evaluation and Award

Prior to evaluation of the proposals, a committee (where appropriate at the discretion of the Director of Procurement & Contract Services) shall be designated for the purpose of scoring the written proposal and qualifications of the firms or individuals submitting proposals. The grading criteria will be published in the RFP. After independent review by each of the committee members, scores will be discussed within the committee who may conduct a discussion of the proposal(s) and explore further evaluation options with the top-ranked firm(s) or individual(s). Alternatively, the committee may choose to award to the most qualified Supplier based upon the written proposal and without further discussion.

5.3.13 Single and Zero Proposals

In instances where only one proposal is received, a determination must be made by the Director of Procurement & Contract Services that the proposal submitted is fair and reasonable and that other prospective Suppliers had time to respond or that re-solicitation is not possible due to time constraints. In those instances, an award may be made. If it is determined in writing by the Director of Procurement & Contract Services that the need for the product or service continues and that the acceptance of the single proposal is not advantageous or there are zero proposals provided to the College, then the procure may be conducted in a manner as defined by the Director of Procurement & Contract Services.

5.4 Sole Source Procurement

A contract may be awarded for a material, service, or construction without competition if the Director of Procurement & Contract Services determines in writing that there is only one source for the required material, service, or construction. The Director may require the submission of cost or pricing data in connection with an award under this section. Sole source procurement shall be avoided, except when no reasonable alternative sources exist. A written determination of the basis for the sole source procurement shall be included in the contract file. The determination

shall include the following information:

- **5.4.1** A description of the procurement need and the reason there is only a single source available or no reasonable alternative exists;
- **5.4.2** The name of the proposed supplier;
- **5.4.3** The duration and estimated total dollar value of the proposed procurement (Note: due to the complexity of sole source procurements, and in consideration for efficiency of college resources, the duration should be a minimum of 3 years, with a recommendation of 5 years (unless it is a one-time procurement);
- **5.4.4** Documentation that the price submitted is fair and reasonable; and,
- **5.4.5** A description of efforts made to seek other sources.

For procures $100,000 or more Procurement & Contract Services at the discretion of Director of Procurement & Contract Services, shall send a Notice of Intent (NOI) to registered suppliers via the Arizona Procurement Portal (APP), or any other reasonable tool available to invite comments on the sole-source notice for five working days. Following this period, the Director shall either issue written approval via determination, (with any conditions or restrictions), or deny the request (if input or information received shows that more than one source is available, or a reasonable alternative source exists for the procurement need). When possible, Procurement & Contract Services will enter into negotiations with sole source suppliers to obtain best pricing.

5.5 Competition Impracticable Procurements

5.5.1 General Overview

This a procure made when a procurement requirement exists which makes compliance with Procedures 5.1.2-3, and 5.2-5.6 impracticable, unnecessary, or contrary to stakeholder interest, but which is not an emergency under Procedure 4.8. This is a procurement decision whereby procures are directed to one source even though other competitive sources may be available. Procures as follows may be procured by this method:

- **5.5.1.1** A description of efforts made to seek other sources.
- **5.5.1.2** Documented lack of available responsive and responsible suppliers.
- **5.5.1.3** Standards created through an evaluation process.
- **5.5.1.4** Maintaining warranty.
- **5.5.1.5** Unique procures where the requirements of a solicitation inhibit timely acquisition due to the commodity and/or supplier market.

5.5.2 Process

For procures to qualify as a Competition Impracticable Procurement, a determination signed by the Director of Procurement & Contract Services is required. The determination must contain the following:

- **5.5.2.1** An explanation of the competition impracticable need and the unusual or unique situation that makes compliance with Procedures 5.1.2-3, and 5.2-5.6 impracticable, unnecessary, or contrary to stakeholder interest.
- **5.5.2.2** A definition of the proposed procurement process to be utilized and an explanation of how this process will foster as much competition as is practicable.
- **5.5.2.3** An explanation of why the proposed procurement process is advantageous to YC.
- **5.5.2.4** The scope, duration, and estimated dollar value of the procurement need. **(Note: In consideration for efficiency of college resources, the duration should be a minimum of 3 years, with a recommendation of 5 years (unless it is a one-time procurement);**

For procures $100,000 or more, at the discretion of the Director of Procurement & Contract Services, Procurement & Contract Services shall post a Request for Expression of Interest (RFEOI) to identified local suppliers or if submitted through the Arizona Procurement Portal (APP) to registered suppliers within APP, to

invite interest on the competition impracticable notice for three working days. Following this period, the Director shall either issue written approval via determination, with any conditions or restrictions or deny the request if input or information received shows that more than one source is available or a reasonable alternative source exists for the procurement need. When possible, Procurement & Contract Services will enter into negotiations with sole source suppliers to obtain best pricing.

5.6 Certain Types of Professional Services

Consulting and legal services may be obtained up to $50,000 in expenditures in any fiscal year without the requirement for three written quotations being met. Further, for certain professional services that require specialized expertise in those matters where it is deemed to be crucial that the College obtain the optimum outcome, and/or which may have a significant financial impact on the College, the College may contract with firms or individuals for needed services without obtaining competitive quotes.

For the needed services, they may be obtained by written determination approved by the Director of Procurement & Contract Services up to $50,000 and requiring the approval of the Vice President of Administrative Services for $50,001 to $99,999 and the President for $100,000 and over. (Note: In consideration for efficiency of college resources, the duration of the determination should be a minimum of 3 years, with a recommendation of 5 years (unless it is a one-time procurement).

5.7 Consideration of Overall Impact to College

Extension of existing commodities or services contracts determined to be in the best interest of the College due to available internal resources and overall impact of change may be considered Single Source Procurement. Such procures will require a justification of determination completed by the requesting department and approved by the Budget Manager as well as the Director of Procurement & Contract Services. The determination must include a proposed timeframe for considering other sources **(Note: In consideration for efficiency of college resources, the duration should be a minimum of 3 years, with a recommendation of 5 years (unless it is a one-time procurement).**

5.8 Other Procures Exempt from Competition

These exemptions are documented as "Justified per Procedure 5.8. (and list the appropriate number) on the purchase order. For procures of $25,000 or more, a separate determination may be required at the discretion of the Director of Procurement & Contract Services. The College should incorporate as much competition as is feasible and negotiate a suitable agreement when pursuing the following procures:

- **5.8.1** Printing of publications and forms that involve proprietary artwork or repeat orders where the Supplier has retained the design or format.
- **5.8.2** Testing services.
- **5.8.3** Resources and services necessary for student success, including effective skill-set positioning in the workforce and aiding overall health and well-being to achieve optimal opportunities from College-administered trainings or educational courses, experiential educational training, or programs (e.g., apprenticeships, internships), and counseling and psychological partnership opportunities.
- **5.8.4** Media or newspaper advertising which is based on area covered or target audience.
- **5.8.5** Membership dues and subscriptions.
- **5.8.6** Facility and equipment rentals. Based on applicability of locality, capacity, and availability
- **5.8.7** Appraisals and/or procures of real estate.
- **5.8.8** Expenses paid to city, state, and government agencies.
- **5.8.9** Performing and visual artists.
- **5.8.10** Contractual services where no competition exists, such as electrical energy, telephone service, and other public utility services.
- **5.8.11** Works of art for museum and public display.
- **5.8.12** Contracts for group life insurance, group health and accident insurance, group professional liability insurance, worker's compensation insurance, and unemployment insurance.
- **5.8.13** Procures of books and periodicals from the publishers or copyright holders.

5.9 Joint Purchasing/Purchasing Cooperatives

5.9.1 General Overview

As an alternative to solicitation requirements as stated in Sections 5.1 – 5.3, Procurement & Contract Services is authorized to enter into procurement agreements with the State of Arizona, cities, counties, other public agencies, colleges or universities, and any purchasing cooperative which utilizes a competitive bid process for the purpose of joint bidding and/or utilizing any competitively bid contract. Cooperative Contract Compliancy Due Diligence Documentation will be completed for ensuring consistency with Yavapai College Procurement & Contract Services Procedures. This method will meet all responsibilities for effective competitive purchasing.

5.9.2 Negotiations

Purchasing Cooperative contracts are awarded based on a competitive procurement process taking price into account in the award process. Many cooperative contracts implement a "not-to-exceed" price ceiling for entities purchasing under the cooperative contract agreement. It is often feasible on higher dollar procures to negotiate the cooperative pricing lower. When deemed appropriate by the Director of Procurement & Contract Services and where allowable by the selected cooperative contract, the Procurement & Contract Services team may negotiate pricing lower than the cooperative contract pricing. In this case, the procurement method will remain "cooperative procurement" and reference the applicable cooperative, but the supplier may not reference the cooperative on their contract since it is technically no longer under the cooperative from their perspective (since the pricing is better).

5.10 Purchasing Consortiums

5.10.1 General Services Administration (GSA) Contracts

As an alternative to solicitation requirements as stated in Sections 5.1 – 5.3, Procurement & Contract Services may procure products or services using General Services Administration (GSA) schedules or contracts under the following conditions:

5.10.1.1 Use of the GSA contract or schedule is cost effective and in the best interest of the College;

5.10.1.2 Price is equal to or less than the Contractor's current GSA price;

5.10.1.3 Price is fair and reasonable;

5.10.1.4 Contractor is willing to offer GSA pricing and terms to the College;

5.10.1.5 Comparable products or services are not available under a state or cooperative contract;

5.10.1.6 Comparable products or services are not restricted under a set-aside contract;

5.10.1.7 Contractor accepts required College contract terms and conditions.

5.10.1.8 The Director of Procurement & Contract Services shall make a written determination that use of the GSA contract or schedule is in the best interest of the College. The determination shall contain the following:

- Name of the contractor;
- GSA contract or schedule number;
- Procurement description;
- Analysis of price, quality, and other relevant factors; and
- Statement that the price is fair and reasonable.

5.10.2 University Corporation for Advanced Internet Development Contracts

As an alternative to solicitation requirements as stated in Sections 5.1 – 5.3, Procurement & Contract Services may procure products or services using the University Corporation for Advanced Internet Development dba Internet2 Net+ (Internet2) contracts under the following conditions:

5.10.2.1 Comparable products or services available under a state or cooperative contract are not in the best interest of the College due to pricing or other factors;

5.10.2.2 Use of the Internet2 contract is most cost-effective and in the best interests of the College not to issue a solicitation;

5.10.2.3 Comparable products or services are not restricted under a set-aside contract;

5.10.2.4 Contractor accepts required College contract terms and conditions.

5.10.2.5 Use of the Internet 2 contract may be authorized by written determination approved by the Director of Procurement & Contract Services up to $25,000 and requiring the approvals of a

Vice President $25,001 and higher. The determination shall contain the following:

- Name of the contractor;
- Procurement description;
- Analysis of price, quality, and other relevant factors; and
- Statement that the price is fair and reasonable.

5.11 Emergency Orders

This is a procure made due to an unexpected and urgent request where health and safety or the conservation of public resources is at risk. Usually, formal competitive bidding procedures are waived. Emergency orders must be kept to a minimum and require approval from the Vice President of Financial and Administrative Services. Failure to anticipate a need, is not, of itself, considered a bona fide emergency. The Purchasing Liaison in the requesting department must complete the appropriate form requesting an authorization to procure. This form should contain:

5.11.1 The actual or estimated cost
5.11.2 Written (email) approvals as required by the dollar value of the procure
5.11.3 State the nature of the emergency
5.11.4 Include the Supplier name; and contact persons; name, number, and email
5.11.5 A current W-9 if needed

After completion of the appropriate form by the Purchasing Liaison, the form will be routed to the Vice President of Financial and Administrative Services for approval. Under circumstances where it is not possible to create a requisition and issue a purchase order prior to order fulfillment, a confirming requisition must be completed within three business days after the emergency request following all other Procurement & Contract Services procedures.

5.12 Notice of Intent (NOI)

This procurement process is a public announcement of the College's intent to award a Sole Source contract to a sole supplier. The purpose is to allow any other prospective suppliers the opportunity to object, and state in writing, their ability to meet the complete requirements. Procurement & Contract Services at the discretion of the Director of

Procurement & Contract Services shall post a NOI to registered suppliers on the Arizona Procurement Portal (APP), via email, or any other reasonable tool available (as time permits) to invite comments on the sole-source notice for five working days. The NOI shall include the name of the sole supplier, a description of the goods and services, and a list of the requirements. An Invitation for Bid (IFB) or Request for Proposals (RFP) will only result if Procurement & Contract Services deems that there is at least one other competitor able to meet the specified requirements.

5.13 Request for Expression of Interest (RFEOI)

This is a procurement procedure that may be used as a precursor to a formal or informal solicitation process. This form shall be used to obtain input from the supplier community for a particular commodity to gauge the level of interest from firms capable of responding to a solicitation. The RFEOI shall include a description of the commodity and a description of the minimum key solicitation requirements. Procurement & Contract Services at the discretion of the Director of Procurement & Contract Services may post the RFEOI to identified local suppliers, or registered suppliers via the Arizona Procurement Portal (APP) or any other reasonable tool available, allowing for a minimum of 3 business days for responses. Following this period, and based on responses received to the RFEOI, the college may (subject to the approval of the Director of Procurement & Contract Services) either issue an informal solicitation (see Section 5.1) or formal solicitation (see Sections 5.2 – 5.3) or follow the Sole Source (see section 5.4) or Competition Impracticable Procurement Procedure (see Section 5.5).

5.14 Expenditure of Grant Funds

Procures made with grant funding will follow all applicable guidelines as outlined in the granting agency's letter of award. For federal grants this may include, but is not limited to, following the guidelines outlined by the Uniform Guidance located in Title 2 CFR Part 200. Procurement & Contract Services will work closely with the grant program manager and the Business Office to obtain any relevant documentation needed to verify allowable expenditures and purchasing requirements of the grant. This joint effort helps ensure that all procures are in compliance with the applicable state, federal or other requirements. Ultimately, it is the grant program manager's responsibility to

provide this information to Procurement & Contract Services.

Once a procure is deemed to be allowable and compliant with the applicable requirements, Yavapai College Procurement & Contract Services Procedures are to be followed for the procurement and contract process. When creating a requisition for a federal grant, the following statement needs to be included as a printed comment on the requisition: "By authorizing this expense, I certify to the best of my knowledge and belief that the expenditure and/or disbursement are for the purpose and objective set forth in the terms and conditions of the Federal award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil, or administrative penalties for fraud, false statements, false claims or otherwise. (§200.415 Required certifications. U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812)."

For all Suppliers being paid $25,000 or more in federal monies, Procurement & Contract Services will verify they have not been suspended or debarred from doing business with governmental entities before incurring expenditures. This verification is accomplished by checking the System for Award Management (SAM) maintained by the federal government or obtaining a certification from the supplier of non-debarment.

5.15 Construction and Construction-Consultant-Related Services

5.15.1 Construction Services under $10,000: A P-Card can be used for construction services up to $9,999.

5.15.2 Construction Services between $10,000 and $100,000

5.15.2.1 Facilities need only provide a single quote or list of specifications as required backup to a requisition. Procurement & Contract Services will then analyze the specifications to determine best value sourcing options for multiple quotes or contract options. Procurement & Contract Services reserves the right to request modified quotations from Suppliers, and/or additional quotes from other Suppliers. Purchasing determines final supplier selection.

5.15.2.2 Three quotes do not need to be obtained if the service can be obtained under a College, State of Arizona, or cooperative contract where competitive bidding has been achieved. This includes job-order-contracting (JOC).

5.15.3 Construction Procures $100,000 or More

The College may procure design services, construction, and construction services, as applicable under any of the following project delivery methods:

5.15.3.1 Design-bid-build

5.15.3.2 Job-order-contracting (JOC)

Alternate Construction Purchasing Methods

5.15.3.3 Construction-Manager-At-Risk (CMAR)

5.15.3.4 Design-build

5.15.4 Definitions

5.15.4.1 Design-bid-build is the process in which separate procures are conducted for architect/engineer services and general construction. The design provided by the architect/engineer is utilized as part of the bidding document for the general contracting services.

5.15.4.2 Job-order-contracting is a construction contract used for new construction, maintenance, rehabilitation, and alterations of a recurring nature but which is of an indefinite delivery and indefinite quantity. The job-order contract shall include comprehensive compilation of detailed real property repair, rehabilitation, alteration, maintenance, and minor construction task descriptions or specifications, a pre-determined and agreed upon pricing, discount coefficient, or mark-up pricing structure.

5.15.4.3 Construction-manager-at-risk acts as a general contractor at the contracted-for-price and provides consultation to the College regarding construction during and after the design of the facility.

5.15.4.4 Design-build is a method of contracting in which a single contract is created with a firm or group of firms in partnership to renovate a building or group of buildings. The intent is for the architect/engineer professionals to work more closely with the general contractor and subcontractors to provide a single source of responsibility for the design and construction of the

project. This contrasts with the separate contracts with architects/engineers and general contractor involved in the standard design-bid-build of Construction Manager at Risk.

5.15.5 Design-Bid-Build

For the design-bid-build project, the College shall procure the design services according to Section 5.17 Architect, Engineer, Land Surveying and Related Services and the construction by competitive sealed bids according to Section 5.2. Invitation for Bid (IFB), except as otherwise provided in Section 5.4 Sole Source Purchasing, and Section 5.11 Emergency Orders. This applies to all design-bid-build delivery methods that have a combined estimated cost of $100,000 or more.

5.15.6 Job Order Contracting (JOC)

Job order contracts are allowable under the College's YC JOC Program, State of Arizona, and cooperative contracts. YC JOC Program orders may be awarded without any threshold caps. For JOC projects where the total value of non-pre-priced (NPP) items that are not services (e.g., equipment, machines, goods, and products) exceeds 10%, the project will require written approval from the Vice President of Finance & Administrative Services prior to issuing the purchase order.

5.15.6.1 When authorized by the Vice President of Finance & Administrative Services, the Director of Procurement & Contract Services may use job order contracting for projects estimated to cost more than $250,000 or less than or equal to $500,000, provided that (1) The Director of Procurement & Contract Services obtains a cost estimate furnished by the Facilities representative for the job order before formally requesting a cost proposal from the job order contractor; (2) The Director of Procurement & Contract Services makes a written determination that award of the job order is in the best interest of YC before awarding a job order;

5.15.6.2 When authorized by the President, the Director of Procurement & Contract Services may use job order contracting for orders estimated to cost more than $500,000 or less than or equal to $1,000,000, provided that (1) The Director of Procurement & Contract Services obtains a cost estimate furnished by the Facilities representative for the job order before formally requesting a cost proposal from the job order contractor; (2) The Director of Procurement & Contract Services makes a written determination that award of the job order is in the best interest of YC before awarding a job order.

5.16 Alternative Construction Purchasing Methods

Professional services and construction services shall be procured with the alternative construction procurement methods as outlined in this section. Exceptions are those instances in which Sole Source Purchasing, Section 5.4, Emergency Orders, Section 5.11 apply. Alternative construction procurement methods as defined in Section 5.15 are construction-manager-at-risk and design-build.

5.16.1 Definitions

For purposes of this section, "construction services" includes: construction-manager-at-risk construction services and design-build construction services. These may or may not contain a professional services component. For the purposes of this section, "professional services" includes architect services, engineer services, landscape architect services, assayer services, geologist services and land surveying services and any combination of those services, provided by a registered professional. Request for Qualifications (RFQu) means a solicitation with an intended response that includes initial data about a firm or individual such as experience, references, and approach to the project. For purposes of this section, the technical and financial portions of the proposal response will be provided at the same time.

5.16.2 Construction-Manager-at-Risk (CMAR) and Design-Build Contracting

The College shall procure construction and design services under the construction manager-at-risk and design-build project delivery methods according to Section 5.16.3. The College shall procure any design services relating to job-order-contracting construction services projects under the contract according to Section 5.17: Architect, Engineer, Land Surveying and Related Services. If deemed to be in the best interests of the College at the discretion of the Director of Procurement & Contract Services, purchasing of CMAR services may be obtained through a standard Request for Proposals process. Unlike the State purchasing process for CMAR services that does not allow pricing to be submitted as part of the request for qualifications process, the College, as an alternative, may issue a Request for Qualifications with the option of having pricing included in the CMAR.

5.16.3 Procurement of All Alternative Construction Services

For procurement of construction-manager-at-risk and design build, the College shall follow these procedures:

5.16.3.1 The College shall announce and issue the solicitation according to its normal procedures.

5.16.3.2 The Buyer shall initiate an appropriately qualified selection committee. The selection committee shall contain the Facilities Project Manager and no more than six additional members selected from College Administration, Facilities/Maintenance and Operations, and representatives of the project's user groups. A non-voting representative of Procurement & Contract Services will observe all meetings and selection committee activities.

5.16.3.3 For projects that include construction with selection made on a qualification's basis, while not required, the selection committee may select one person who is a senior management employee of a licensed contractor and one person who is an architect or engineer registered to practice in the State of Arizona. The contractor or design professional may be an employee of the College and will not count against the six college-representative limit.

5.16.3.4 Outside architects, engineers or contractors serving on a selection committee shall not receive compensation for performing this service. A person who is a member of a selection committee shall not be a contractor under a contract awarded under the procurement or provide any professional services, construction, construction services, materials, or other services under the contract awarded through this selection.

5.16.3.5 The selection committee shall:

- Independently evaluate and score the written proposals and qualifications submitted by the firms or individuals.
- If outlined in the solicitation, attempt to conduct discussions with at least three of the highest scoring firms or individuals. If only two firms or individuals respond to the solicitation, the committee may proceed with the selection process or Procurement & Contract Services may re-solicit for additional proposals. If only one firm or individual responds to a solicitation for professional services, the selection committee may choose to proceed with the process with that firm or individual if the Director of Procurement & Contract Services determines in writing that the fee negotiated as a result of the process if fair and reasonable and that other firms and individuals had a reasonable opportunity to respond, or if there is not adequate time for a re-solicitation.

5.16.4 The One-Step Competitive Process

Procurement & Contract Services shall enter into contract negotiations with the most qualified firm or individual for the professional services or construction services as a result of following the processes outlined in Section 5.16. Negotiations shall include fees as well as other contractual terms and conditions deemed fair, reasonable, and important to the College. Procurement & Contract Services should consider the estimated value, scope, complexity, and nature of the procurement. If Procurement & Contract Services is unable to negotiate a satisfactory agreement with the firm or individual considered to be the most qualified, then Procurement & Contract Services shall terminate those negotiations and undertake negotiations with the next most qualified firm or individual in sequence until an agreement is reached. If a construction contract is entered into as a result of this process, construction shall not begin until Procurement & Contract Services and the contractor agree in writing on a price for the construction portion of the contract.

5.16.5 The Two-Step Competitive Process

As an alternative to the one-step competitive process outlined above, Procurement & Contract Services may utilize the following process:

5.16.5.1 Procurement & Contract Services shall issue a Request for Proposals to those firms or individuals short-listed as a result of the process outlined above.

5.16.5.2 The selection committee make up shall remain the same as outlined in Sections 5.16.4.

5.16.5.3 For design-build construction services, the Request for Proposals shall include:

- Specifically for design-build construction projects, the project schedule, project final design and construction budget or life-cycle budget.
- For both types of services, a statement that the contract will be awarded to the firm or person whose proposal receives the highest number of points under a scoring system.
- A description of the scoring method, including a list of factors in the scoring method. Those

factors may include:
  - Proposer's qualifications
  - Proposer's financial capacity
  - Proposer's proposed compliance with the College's project schedule
  - Proposer's quality management plan
  - Any other evaluation factors as determined by Facilities/Purchasing and Contracting
  - For design-build construction services only, demonstrated compliance with the design requirements
  - For design-build construction services only, if the Request for Proposals specifies the District will spend its project budget and not exceed that budget, and thus is seeking the best proposal for the project budget
- A requirement that each proposer submit separately a technical proposal and a price proposal, and that the proposer's entire proposal is responsive to the RFP. For design-build construction services, the price in the proposal shall be a fixed price or a guaranteed maximum price (GMP).
- A statement that the selection committee will separately evaluate the technical proposal and the price proposal, and that they will evaluate and score the technical proposal before opening the price proposal.

5.16.5.4 If determined by Procurement & Contract Services and noted in the RFP, the selection committee or a subcommittee consisting of Procurement & Contract Services and at least one other member may conduct discussions with any or all firms or individuals chosen. Discussions shall be for the purpose of clarification to assure full understanding of the project and responsiveness to the solicitation requirements. Information from proposals submitted and discussions held shall not be disclosed to competing proposers.

5.16.5.5 Best and Final Offer submittals may be requested of any or all finalists. These submittals shall contain both technical and financial information.

5.16.5.6 Procurement & Contract Services shall award the contract to the responsive and responsible proposer whose proposal receives the highest score.

5.16.6 Confidentiality of Process

Until award and execution of a contract by the College, only the names of each firm or individual on the short list may be made available to the public. All other information received by the College in response to the Request or Qualifications or contained in the proposals shall be confidential in order to avoid disclosure of the contents that may be prejudicial to competing proposers during the selection process. The proposals may be open to public inspection after the contract is awarded and the College has executed the contract. To the extent that the proposer designates, and the Procurement & Contract Services Director concurs in a written determination, trade secrets and other proprietary data contained in a proposal shall remain confidential.

5.16.7 Registrations, Licensure and Project Definition

5.16.7.1 The successful contractor for construction-manager-at-risk, design-build or job-order-contracting construction services is not required to be registered to perform design services pursuant to Title 32, Chapter 1 of the Arizona Revised Statutes, if the person or firm actually performing the design services on behalf of the contractor is appropriately registered.

5.16.7.2 Each project under a design-build construction services contract or a construction-manager-at-risk construction services contract shall be a specific, single project. For the purposes of this paragraph, "specific, single project" means a project that is constructed at a single location, at a common location or for a common purpose.

5.16.8 College Prohibitions for Design and Construction Services

Notwithstanding anything to the contrary in this procedure, the College shall not:

5.16.8.1 Enter into a contract as a contractor to provide construction-manager-at-risk construction services, design-build construction services, or job-order-contracting construction services to others.

5.16.8.2 Contract with itself, with another College, with the state or with any other governmental unit of

the state or the federal government to provide construction-manager-at-risk construction

services, design-build construction services, or job-order-contracting construction services for itself.

5.16.8.3 The prohibitions prescribed in this section do not prohibit the College from providing design or construction services for itself as provided by law.

5.17 Architect, Engineer, Land Surveying and Related Services

If deemed to be in the best interests of the College in a written determination by the Director of Procurement & Contract Services, purchasing of architect services may be obtained through a standard Request for Proposals process. Unlike the State purchasing process for architectural services that does not allow pricing to be submitted as part of the request for qualifications process the College, as an alternative, may issue a Request for Qualifications with the option of having pricing included in the RFQ.

5.18 Bid Security

Bid security shall be used on all competitive bidding for construction contracts $100,000.00 and higher in value unless a waiver is deemed appropriate and approved by the Director of Procurement & Contract Services. Bid security protects the College against the failure or refusal of the low bidder to supply the necessary performance and payment bonds, as required, and to proceed with the performance under the contract.

Bid security shall be provided by a surety company licensed to conduct business in the State of Arizona or it shall be in the form of a cashier's check made payable to the College. Bid security is set at 10% of the bidder's base bid amount. Bid security is required to be submitted at the time of the submittal of the bid. If the bidder fails to accompany its bid with bid security, the bid shall be considered non- responsive, unless the failure to comply is determined by the Director of Procurement & Contract Services to be non-substantial where:

5.18.1 Only one bid is received and there is not sufficient time to rebid for the contract;

5.18.2 The amount of the bid security submitted, while less than the amount required by the IFB, is equal or higher than the difference in the price stated in the next higher acceptable bid; or

5.18.3 The bid guarantee becomes inadequate as a result of the correction of a mistake in the bid or bid modification, if allowed, if the bidder increases the amount of the guarantee to required limits within two working days after bid opening.

5.19 Performance and Payment Bonds

A performance and payment bond is required for all construction contracts with an initial contract value of $100,000 or more. The bond shall be in an amount equal to 100% of the original contract value.

For contracts that are initially valued at $100,000 or more and are therefore bonded, additional bonding is not required for contract amendments, supplemental agreements, or change orders unless the cumulative value of all contract amendments, supplemental agreements, and change orders equals or exceeds fifteen percent (15%) of the original contract value, measured cumulatively across all contract amendments, supplemental agreements, and change orders. Once this threshold is reached or exceeded, the contractor shall provide an amended or supplemental performance and payment bond in an amount equal to 100% of the adjusted contract value, unless waived in writing by the College at its sole discretion. Example: If the original contract value is $250,000, a $25,000 change order represents 10% of the original contract value and no additional bonding is required. However, if cumulative contract amendments, supplemental agreements, and change orders reach $37,500 or more (15% of $250,000), the contractor must provide an amended or supplemental performance and payment bond in an amount equal to 100% of the adjusted contract value, unless waived in writing by the College at its sole discretion.

For contracts with an initial contract value of less than $100,000, a performance and payment bond is not required unless the cumulative value of contract amendments, supplemental agreements, and change orders increases the total contract value to $100,000 or more and the cumulative increase equals or exceeds fifteen percent (15%) of the original contract value, measured cumulatively across all contract amendments, supplemental agreements, and change orders. When both conditions are met, the contractor shall provide a performance and payment bond in an amount equal to

100% of the adjusted contract value, unless waived in writing by the College at its sole discretion. Example: If the original contract value is $97,000 and a change order of $12,125 is issued, the revised contract value becomes $109,125. Because the change order amount is only 12.5% of the original contract value, a bond is not required. However, if cumulative contract amendments, supplemental agreements, and change orders reach $14,550 or more (15% of $97,000), the contractor must provide a performance and payment bond in an amount equal to 100% of the adjusted contract value, unless waived in writing by the College at its sole discretion.

Performance and payment bonds protect the College against losses resulting from a contractor's failure to perform construction work in accordance with the plans, specifications, and contract requirements. The required performance and payment bond shall be delivered to the College within five (5) business days after execution of the contract or no later than two (2) weeks prior to the commencement of work, whichever is later.

Failure to provide the required bond may result in rejection of the contractor's bid, suspension of work, termination of the contract, or any other remedy available to the College.

Notwithstanding the foregoing, the College reserves the right to require a performance and payment bond for any construction contract, contract amendment, supplemental agreement, or change order when deemed necessary by the College to protect its interests.

Procurement shall forward all performance and payment bonds to Facilities by email at facilities@yc.edu and shall destroy any original hard copy or delete any duplicate electronic copy after confirmation of transmission. Facilities shall retain the bond documents as part of the official project file.

5.20 Changes in Construction Contracts

At any time, the Director of Procurement & Contract Services may, without notice to the surety, approve a change order that may make:

5.20.1 Changes in the work within the scope of the contract; and

5.20.2 Changes in the time for performance of the contract, which do not alter the scope of the contract.

If this change order increases or decreases the contractor's cost of or the time required for performance of any part of the work under this contract, whether or not changed by the order, an adjustment shall be made, and the contract shall be modified in writing. A change order shall be used for this process.

6. CONTRACTS

All contracts, regardless of type, for the purchasing of goods, services or equipment must be reviewed by a member of Procurement & Contract Services. Procurement & Contract Services shall be the holder of all contract documents. In some cases, Procurement & Contract Services may create a standard template for situations in which a department at the college requires many different suppliers or agencies to sign a contract for the same purpose. In this case, Procurement & Contract Services may delegate signature authority to the Dean/ Director of that department as long as no changes are made to the standard template approved by Procurement & Contract Services. Such allowed delegations will be specified on the per the Contract Signatory Approval Matrix posted on the Procurement & Contract Services website.

6.1 Supplier Sales Contracts

It is in the best interest of the College to refrain from signing Supplier sales contracts. If a Supplier requires that a sales document be signed, the originating department should forward it to Procurement & Contract Services at procurement@yc.edu (referencing the Banner requisition number if applicable) for consideration for signature (for any dollar amount). For those to be paid on a check request or P-Card, the agreement must be submitted to Procurement & Contract Services first and indicate that payments will be via check request. A copy of the agreement will be retained by Procurement & Contract Services.

6.2 Service Contracts

Certain items of equipment are covered by service contracts in order to ensure continuing efficient operation. Forms

requiring signature(s) provided by service companies must be submitted to Procurement & Contract Services for review and approval/signature prior to contracting for the services. In cases where the total service costs are $10,000 or more, the liaison will issue a requisition and provide the service contract as an accompaniment by referencing the requisition number. If total costs are under $10,000, the liaison will need to ensure the contract is approved/signed by Procurement & Contract Services prior to payment.

6.2.1 Software as a Service (SaaS) Contracts: Where possible, SaaS contracts should follow the same procedures described above in section 6.2. Exceptions may be made, subject to the approval of the Director of Procurement & Contract Services, for the purchase of software costing less than or equal to $1,000.00 annually. The applicable Budget Manager for the department making the purchase may sign the contract for such software purchases.

6.3 Independent Contractors

Services provided by an individual acting as an Independent Contractor valued at less than $10,000 require execution of a Yavapai College Individual Independent Contractor Form. Services provided by a business acting as an Independent Contractor valued at less than $10,000 will be paid via check request and may require a Yavapai College Individual Independent Contractor Form. Services provided by an individual acting as an Independent Contractor valued at $10,000 and above require an Independent Contractor Agreement (signed by the appropriate signatory on the Procurement & Contracts Services Team (per the Contract Signatory Approval Matrix posted on the Procurement & Contract Services website).

6.4 Memorandum of Understanding (MOU)

Memorandum of Understanding (MOUs) do not require District Governing Board approval. However, once they have been reviewed by the appropriate Procurement & Contract Services team member, they are to be submitted for approval and signature by the Director of Procurement & Contract Services or the Sr. Procurement Specialist.

6.5 Intergovernmental Agreements (IGA)

Intergovernmental agreements (IGAs) should be submitted to Procurement & Contract Services at least two months prior to the needed date if at all possible. IGAs generally require written approval (signature on the documents) by the College's legal counsel, which will generally be obtained by Procurement & Contract Services. (Attorney's signature is not needed for Charter School IGA Dual Enrollment Agreements). Often the documents need revision which may or may not include negotiations between both entities' legal firms. Once the IGA is modified as needed, and legal signatures are in place, the IGA will be forwarded to the District Governing Board (DGB) coordinator, who will place it on the consent agenda at the next DGB meeting. Only the District Governing Board is authorized to approve IGAs. These include Dual Enrollment Agreements. All IGAs and amendments to IGAs - regardless of whether or not the College has had similar ones previously - must be approved by the District Governing Board.

6.6 Lease Agreements

Leases for payment of land or facilities for one year or less are signed by the Director of Procurement & Contract Services or the College President or designee. Leases that are more than one year in duration and/or above $200,000 in cost require the District Governing Board's approval. Legal review and signature will be on a case-by-case basis and is not required.

6.7 Facility Use Agreement (FUA)

The Director of Procurement & Contract Services or designee review and sign Facility Use Agreements (FUAs) for use of outside facilities by the College. (e.g., when the College holds classes at locations that are not on our campus/center sites).

6.8 Agency Affiliation Agreements

These types of agreements include: Economic Development Center Affiliation Agreements, Emergency Medical Services Agreements, Medical Affiliation Agreements, Nursing Affiliation Agreements, Radiology Affiliation Agreements, Allied Health Affiliation Agreements, and are signed by the Director of Procurement & Contract Services or the authorized Procurement & Contract Services team member, or the approved Dean/Director if using a Procurement & Contract Services approved template with no revisions.

6.9 Performing Arts Agreements

YC's Performing Arts Department and Jim and Linda Lee Performing Arts Center are responsible for several unique types of agreements which are processed as follows:

6.9.1 Performance Licensing Agreements: These agreements allow YC to purchase the licensing for plays and musicals to be put on by YC's Performing Arts Department. These agreements may be signed by the Director of the Performing Arts Department.

6.9.2 Artist Booking Agreements: These agreements allow YC's Jim and Linda Lee Performing Arts Center (JLLPAC) to book musical artists and other performing artists to perform at the JLLPAC and for the JLLPAC to sell tickets to the event(s). These agreements may be signed by the Director of the JLLPAC.

6.9.3 Rental Agreements: These agreements are between a renter and the JLLPAC allowing for use of the JLLPAC Facilities. Procurement & Contract Services has developed a standard template for these contracts. The Director of the JLLPAC may sign the contracts as long as no revisions are made by the renter to the standard template. If the renter requests revisions to the standard template, the JLLPAC will send the contract to Procurement & Contract Services for review and signature by the Director of Procurement & Contract Services or the Senior Procurement Specialist.

6.10 6.10 Family Enrichment Center Agreements

Agreements pertaining to the licensing and management of YC's Family Enrichment Center (FEC) that are *not* IGAs, MOUs, or agreements involving a financial commitment may be signed by the Director of the FEC.

7. PROTEST AND APPEALS

7.1 Content of Formal Protest and Appeal Letter

Any participating bidder may file a protest of a contract award or proposed contract award. The protest or appeal must be in writing and contain at least the following information:

- **7.1.1** The name, address, and telephone number of the protester.
- **7.1.2** The signature of the protester.
- **7.1.3** The bid number and date of bid closing.
- **7.1.4** A statement of the legal and/or factual grounds on which the protest or appeal is based, including copies of information relevant to the bid.
- **7.1.5** The form of relief requested

7.2 Filing Procedure

Protests are to be filed with Yavapai College's Director of Procurement & Contract Services within 10 days of award. Failure to timely protest shall be deemed a waiver of all rights to protest. If a protest is filed before the award of a contract, no award shall be made until the protest has been administratively resolved, unless the Director of Procurement & Contract Services makes a written determination that the award of the contract without delay is necessary to protect substantial interests of the College. A written decision will be made within 10 days after the protest has been filed. The decision shall contain an explanation of the basis of the decision. The Director of Procurement & Contract Services shall furnish a copy of the decision to the protester by certified mail, return receipt requested, or by any other method that provides evidence of receipt. The time limit for a decision may be extended by the Director of Procurement & Contract Services for a reasonable time not to exceed thirty days. The Director of Procurement & Contract Services shall notify the protester in writing that the time for the issuance of a decision has been extended and the date by which a decision will be issued.

7.3 Remedies

If the Director of Procurement & Contract Services sustains the protest in whole or in part and determines that a solicitation, proposed contract award, or contract award does not comply with College Policies or procedures, the Director of Procurement & Contract Services shall implement an appropriate remedy. In determining an appropriate remedy, the Director of Procurement & Contract Services shall consider all the circumstances surrounding the procurement or the proposed procurement, including, but not limited to, the seriousness of the procurement deficiency, the degree of prejudice to other interested parties or to the integrity of the procurement system, the good faith of the parties, the extent of performance, cost to the College, the urgency of the procurement, and the

impact of relief on the College's mission. An appropriate remedy may include one or more of the following:

7.3.1 Decline to exercise an option to renew under the contract;
7.3.2 Terminate the contract;
7.3.3 Reissue the solicitation;
7.3.4 Issue a new solicitation;
7.3.5 Award a contract consistent with College Policy and Procedures;
7.3.6 Reject all bids or proposals without further actions;
7.3.7 Such other relief as determined necessary to ensure compliance with College Policy or Procedures.

7.4 Appeals

Appeals are to be filed with the Director of Procurement & Contract Services within five (5) days of the receipt of the decision. The notice of appeal shall contain the information from the original protest letter, a copy of the decision of the Director of Procurement & Contract Services and the basis for the appeal. The Buyer shall immediately give written notice of the pending appeal to the successful contractor if award has been made or, if no award has been made, to interested parties. Any party so notified shall, upon request, be furnished with a copy of the notice of appeal filed in the matter. The Director of Procurement & Contract Services shall notify the District Governing Board or its designee of the appeal. Any hearing or appeal shall be conducted by the District Governing Board or its designee as hearing officer. A written decision will be made within 14 days after the appeal has been filed. The time limit for a decision may be extended by the hearing officer for a reasonable time not to exceed thirty days. The hearing officer shall notify the protester in writing that the time for the issuance of a decision has been extended and the date by which a decision will be issued.

7.4.1 Stay of Procurement During Appeal

If an appeal is filed before an award of contract and the award of the contract was stayed by the Buyer, the filing of an appeal shall automatically continue the stay unless the hearing officer conducting the appeal makes a written determination that the award of the contract without delay is necessary to protect the substantial interest of the College.

7.4.2 Dismissal Before Hearing

The hearing officer conducting the appeal shall dismiss, upon a written determination, an appeal before scheduling of hearing if the appeal does not state a valid basis for protest; or if the appeal is untimely.

7.5 Remedies Following Appeal

If the hearing officer sustains the protest in whole or in part and determines that a solicitation, proposed contract award, or contract award does not comply with College Policies or Procedures, the hearing officer shall implement an appropriate remedy. Remedies shall follow those outlined in the previous section on remedies.

8. CONTRACT CLAIMS

8.1 Controversies Involving Contract Claims Against the College

The Director of Procurement & Contract Services shall have the authority to settle and resolve contract claims. A claimant shall file a contract claim with the Director of Procurement & Contract Services within 180 days after the claim arises. A claim filed after 180 days of the date on which the claim arose shall be considered untimely and rejected. The claim shall include the following:

8.1.1 The name, address, and telephone number of the claimant.
8.1.2 The signature of the claimant or claimant's representative.
8.1.3 Solicitation or contract number.
8.1.4 A detailed statement of the legal and factual grounds of the claim including copies of the relevant documents.
8.1.5 The form and dollar amount of relief requested.

8.2 Decision by Director of Procurement & Contract Services

If a claim cannot be resolved under Section 8.1, the Director of Procurement & Contract Services shall, upon a written request by the claimant for a final decision, issue a written decision no more than 60 days after the request is filed. Before issuing a final decision, the Director of Procurement & Contract Services shall review the facts pertinent to the claim and secure any necessary assistance from legal, fiscal, and other advisors. The Director of

Procurement & Contract Services shall furnish the decision to the claimant, and it shall include:

8.2.1 The description of the claim.
8.2.2 A reference to the pertinent contract provision.
8.2.3 A statement of the factual areas of the agreement or disagreement.
8.2.4 A state of the Director of Procurement & Contract Services' decision with supporting rationale.
8.2.5 A paragraph which substantially states: "This is the final decision of the Director of Procurement & Contract Services. This decision may be appealed. If claimant appeals, claimant must file a written notice of appeal containing the information required in Section 8.3 with the Director of Procurement & Contract Services within 30 days from the date claimant receives this decision".

8.3 Appeals and Reports to the Director of Procurement & Contract Services

The claimant may appeal the final decision of the Director of Procurement & Contract Services within 30 days from the date the decision is received. The claimant shall file a copy of the appeal with Director of Procurement & Contract Services that shall include the following:

8.3.1 A copy of the decision of the Director of Procurement & Contract Services.
8.3.2 A statement of the factual areas of agreement or disagreement.
8.3.3 The precise factual or legal error in the decision of the Director of Procurement & Contract Services from which an appeal is taken.
8.3.4 The Director of Procurement & Contract Services shall resolve the appeals on claim decisions as contested cases under A.R.S. § 41-1092.07.

8.4 Controversies Involving College Claims Against the Contractor

If the Director of Procurement & Contract Services is unable to resolve, by mutual agreement, a claim asserted the College against a contractor, claim decisions shall follow resolution under A.R.S. § 41-1092.07.

9. ETHICS IN PUBLIC PROCUREMENT

9.1 Code of Ethics

Because procurement personnel constantly operate under pressure from conflicting sources, they must have an advanced sense of professional ethics to resist those pressures and to serve their institution in an honorable way. To strengthen ethical awareness and to provide guidelines for its staff, the College has implemented the following Code of Ethics as established by the National Association of Educational Procurement (NAEP):

9.1.1 Give first consideration to the objectives and policies of the institution.
9.1.2 Strive to obtain the maximum value for each dollar of expenditure.
9.1.3 Decline personal gifts or gratuities.
9.1.4 Grant all competitive suppliers equal consideration as far as state or federal and institutional policy permit.
9.1.5 Conduct business with potential and current suppliers in an atmosphere of good faith devoid of intentional misrepresentation.
9.1.6 Demand honesty in sales representation whether offered through the medium of a verbal or written statement, an advertisement, or a sample of the product.
9.1.7 Receive consent of originator or proprietary ideas and designs before using them for competitive purchasing purposes.
9.1.8 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 for review, as far as the established policies of the institution permit.
9.1.9 Accord a prompt and courteous receipt as far as conditions permit to all who call on legitimate business missions.
9.1.10 Cooperate with trade, industrial and professional associations, and with governmental and private agencies for the purpose of promoting and developing sound business methods.
9.1.11 Foster fair, ethical and legal trade practices.

9.2 Gifts and Gratuities

College personnel will not accept personal gifts or gratuities, with a value exceeding $25 from any Supplier of goods, services, and/or construction. College personnel who hold a position of influence on Supplier choice will not accept gifts or gratuities of any value or type from a submitting Supplier during the bid process or before contract is fully executed. If either of these situations occur, Suppliers will be disqualified, and College personnel will be reported to the respective Vice President.

10. PUBLIC RECORDS REQUESTS

10.1. Chargeable Fees

When a person requests copies, printouts, or photographs of public records for a commercial purpose, the person shall provide a statement setting forth the commercial purpose for which the copies, printouts or photographs will be used. Upon being furnished the statement, the College may furnish reproductions, the charge for which shall include the following:

10.1.1 A portion of the cost to the public body for obtaining the original or copies of the documents, printouts, or photographs.

10.1.2 A reasonable fee for the cost of time, materials, equipment, and personnel in producing such reproduction.

10.1.3 The value of the reproduction on the commercial market as best determined by the College.

10.2 Misuse of Records

If the College determines that the commercial purpose stated in the statement is a misuse of public records or is an abuse of the right to receive public records, the College may apply to the Governor requesting that the Governor by executive order prohibit the furnishing of copies, printouts, or photographs for such commercial purpose. The Governor, upon application from the College, shall determine whether the commercial purpose is a misuse or an abuse of the public record. If the Governor determines that the public record shall not be provided for such commercial purpose the Governor shall issue an executive order prohibiting the providing of such public records for such commercial purpose. If no order is issued within Thirty (30) Fays of the date of application, the College records shall provide such copies, printouts, or photographs as are legally permitted for disclosure upon being paid the fee determined pursuant to subsection 10.1.

10.3 Commercial Purpose

A person who obtains a public record for a commercial purpose without indicating the commercial purpose or who obtains a public record for a noncommercial purpose and uses or knowingly allows the use of such public record for a commercial purpose or who obtains a public record for a commercial purpose and uses or knowingly allows the use of such public record for a different commercial purpose or who obtains a public record from anyone other than the custodian of such records and uses it for a commercial purpose shall in addition to other penalties be liable to the state or the College for damages in the amount of three times the amount which would have been charged for the public record had the commercial purpose been stated plus costs and reasonable attorney fees or shall be liable to the state or the College for the amount of three times the actual damages if it can be shown that the public record would not have been provided had the commercial purpose of actual use been stated at the time of obtaining the records.

10.3.1 "Commercial purpose" means the use of a public record for the purpose of sale or resale or for the purpose of producing a document containing all or part of the copy, printout or photograph for sale or the obtaining of names and addresses from public records for the purpose of solicitation or the sale of names and addresses to another for the purpose of solicitation or for any purpose in which the purchaser can reasonably anticipate the receipt of monetary gain from the direct or indirect use of the public record.

10.3.2 With respect to 10.1.3 above, commercial public record requests often require the Procurement & Contract Services team involvement, as they frequently require information contained in contracts, or regarding the selection of a supplier for an award. In the event the public records request is for commercial purposes, the College has the obligation (in addition to obtaining, printing, copying materials and personnel time) to charge for the value of the reproduction on the commercial market as

best determined by the College.

10.3.3 Fair market value is often difficult to determine, as such, the College has adopted the approach that the College will determine the fair market value based on a percentage of the anticipated revenue sought and/or reasonably anticipated by the requestor or a similarly situated requestor submitting the commercial public records request. This percentage itself will be based on the College's calculation of an acceptable margin of profitability. The College's acceptable profitability will be based on the then current commercial market conditions as determined by the College in its sole discretion. The College will provide the requestor with the opportunity to provide the reason for the commercial purposes and the financial value of the information to the requestor in sufficient detail (as determined in the sole discretion of the College) for the College to calculate the value of the reproduction on the commercial market. If the requestor does not provide sufficient details within Two (2) weeks of the College's most recent request, then the College will determine market value without further input from the requestor in its sole discretion. For purposes of illustration only, please review the following examples:

- Example #1: Proposal Submitted by a company, but they lost the award. The cost for the information related to a project where a proposal was submitted, but the bidder lost (e.g., a construction company bids on a large project, but lost it), and desires the details of the selection committee and pricing):
    - Take the value of the solicitation (e.g., $500,000 in this example) and assume an industry standard profit margin for a typical construction company at 15% to calculate the financial benefit to the company had they been awarded the contract (in this case 15% of $500,000 or $75,000 in profit).
    - Then take 10% (of the value of the reproduction on the commercial market as best determined by the College) as a percentage of the $75,000 profit to produce a commercial value of the information at $7,500. This value determined by the College, would be added to the cost of searching, reproduction, printing, materials, and personnel (e.g., $500 in this example), and that total cost ($8,000), would be provided to the requestor as the reasonable fee for obtaining and reproducing the data, as well as the value of the information for commercial purposes.

- Example #2: A requestor submits a request for information for commercial purposes. That requestor must identify to the college what the information will be used for, and what financial benefit they would gain from the information.
    - Assume the requestor indicates that they use the data in aggregate form ((from 50 institutions (including the College)), and they use that data to provide benchmark information to their members (who all pay $199 / year to be a member). They also indicate that they have 5,000 members, (or $995,000 in membership revenue annually).
    - Take the $995,000 (in annual revenue) and divide it by 50 (the number of organizations with data in their pool) = $19,900. Assuming an industry standard profit margin for a typical research firm at 20%, the profit margin associated with that information would be 20% of that $19,900 or $3,980 in profit.
    - Then take 10% (of the value of the reproduction on the commercial market as best determined by the College) as a percentage of the $3,980 profit, to produce a commercial value of the information at $398. This value determined by the College, would be added to the cost of searching, reproduction, printing, materials, and personnel (e.g., $400 in this example), and that total cost ($798) would be provided to the requestor as the reasonable fee for obtaining and reproducing the data, as well as the value of the information for commercial purposes.