

# FAMU

FLORIDA  
AGRICULTURAL AND  
MECHANICAL  
UNIVERSITY

## Procurement Services Contract Management Manual



## Preface

The purpose of the Contract Management Manual is to provide Florida A&M University (FAMU) with a comprehensive foundation of the contracting process. It is designed to provide guidance for the Office of Procurement Services (OPS) staff and other contract managers directly involved in the contract management process. The content of this manual covers the contracting process from methods of procurement through the development of a formal solicitation, such as an Invitation to Bid (ITB), Invitation to Negotiate (ITN), and Request for Proposal (RFP); the contract; and management of the contract.



# TABLE OF CONTENTS

<b>Training Objectives</b>	<b>4</b>
<b>Definitions</b>	<b>5</b>
<b>Understanding the University Regulations Related to Contracts</b>	<b>11</b>
<b>Overview of Contract Management Process</b>	<b>13</b>
<b>Understanding the Contact Management Process</b>	<b>14</b>
<b>Understanding Your Role and Responsibilities as a Contract Manager</b>	<b>15</b>
<b>What is Contract Management?</b>	<b>16</b>
<b>Contract Process</b>	<b>17</b>
<b>Contract Development</b>	<b>18</b>
<b>Components of the Contract</b>	<b>19</b>
<b>Section 1: Scope of Service</b>	<b>20</b>
<b>Section 2: Fees and Expenses; Payment Schedule</b>	<b>20</b>
<b>Section 3: Term</b>	<b>20</b>
<b>Sections 4-20: General Terms and Conditions</b>	<b>20</b>
<b>Other Attachments</b>	<b>20</b>
<b>Contract Routing Process</b>	<b>22</b>
<b>Approval Contracts</b>	<b>22</b>
<b>Signature Authority</b>	<b>23</b>
<b>Developing Performance Measures</b>	<b>23</b>
<b>Risk Assessment</b>	<b>29</b>
<b>Contract Management and Monitoring</b>	<b>30</b>
<b>Contract Amendments/Extensions/Renewals</b>	<b>33</b>
<b>Invoice and Payment Issues</b>	<b>34</b>
<b>Contract Monitoring</b>	<b>34</b>
<b>Understanding the Importance of Maintaining a Good Relationship with Vendors/Providers</b>	<b>41</b>
<b>Contract Manager's File Organization</b>	<b>41</b>
<b>Methods of Procurement</b>	<b>44</b>
<b>Checklist for Formal Procurement</b>	<b>54</b>
<b>Appendices</b>	
<b>A. University Contractual Services and Service Agreements</b>	<b>55</b>
<b>B. Attestation of No Conflict of Interest</b>	<b>64</b>
<b>C. Risk Assessment Definitions</b>	<b>66</b>
<b>D. Risk Assessment Weight Table</b>	<b>68</b>
<b>E. Contract File Checklist</b>	<b>71</b>
<b>F. Procurement File Checklist</b>	<b>74</b>
<b>G. Financial Checklist</b>	<b>75</b>
<b>H. Monitoring Plan</b>	<b>77</b>
<b>I. Contract Routing Flow Chart</b>	<b>84</b>
<b>J. Independent Contract vs. Employee Checklist</b>	<b>86</b>

## **Training Objectives**

- **To provide the University Community with an overview and understanding of the contract management process**
- **To assist the University Community in determining the various consultant/independent contractor relationship**
- **To clarify University Community roles and responsibilities as a contract manager**
- **To make participants aware of the regulations governing contractual procurement and management**
- **To advise participants of the University policies and procedures related to contractual procurement and management**
- **To make participants aware of available contract management tools and information resource**

# Definitions

**Alternate Contract Source** – A process by which the university may use another agency’s or university’s competitively procured contract. See the Office of Procurement Services for details.

**Amendment** – A document by which changes are made to an executed contract, i.e., cost, service, method of payment, time period of the contract, etc.

**Baseline Data** - Historical information which indicates a vendor’s prior performance level.

**Benchmark** - Data against which performance can be compared. May be performance data from other similar entities or from the past performance of the vendor.

**Best Value** – the highest overall value to the state based on objective factors that include, but are not limited to, price, quality, design, and workmanship.

**Breach of Contract** - a legal term that describes a condition that results from a failure of a party to a contract to abide by the material terms or conditions of a contract such that one party loses the value of its bargain with the other party.

**Commodity** – any of the various supplies, materials, goods, merchandise, food, equipment, information technology, and other personal property, including a mobile home, trailer, or other portable structure with floor space of less than 5,000 square feet, purchased, leased, or otherwise contracted for by the University. Printing of publications shall be considered a commodity when let upon contract pursuant to Florida Board of Governors (BOG) 18.001, whether purchased for resale or not.

**Competitive Sealed Bids, Competitive Sealed Proposals, or Competitive Sealed Replies**- the process of receiving two or more sealed bids, proposals, or replies transmitted by responsive vendors and includes bids, proposals, or replies transmitted by electronic means in lieu of or in addition to written bids, proposals, or replies for commodities/services submitted by a specified time and location and opened publicly.

**Competitive Solicitation or Solicitation** – formal or informal quote, invitation to bid, request for proposal, or invitation to negotiate.

**Contract** - A legally enforceable agreement reduced to a formal written agreement or purchase order, executed between the University and an individual or organization (vendor) for the procurement of contractual services and commodities.

**Contract Administrator** – Office of Procurement Services shall serve as the contract administrator for the University, which shall be responsible for maintaining a contract file and financial information on all contractual services contracts and who shall serve as a liaison with the department contract managers and the University.

**Contract Closeout** - the formal process or final steps to be taken upon completion or termination of a contract. This may include, but is not limited to, 1) processing final payment; 2) recovering all equipment purchased in accordance with the terms of the contract; 3) recovering any overpayment.

**Contract Default** - the failure of the vendor to perform or meet contract terms and conditions.

**Contract Expiration** - the normal end of a contract.

**Contract Manager** - For each contractual services contract, the University department designates an employee to function as contract manager who shall be responsible for enforcing performance of the contract terms and conditions and serve as a liaison with the contractor.

**Contract Termination** - bringing the contract to a close prior to its normal expiration date for whatever reason, at the request of the vendor, the department, or both.

**Contractor/Vendor/Provider** – a person or organization/company that contracts to sell commodities or contractual services to the University.

**Contractual Service** – the rendering by a contractor of its time and effort rather than the furnishing of specific commodities. The term applies only to those services rendered by individuals and firms who are independent contractors, and such services may include, but are not limited to, evaluations; consultations; maintenance; accounting; security; management systems; management consulting; educational training programs; research and development studies or reports on the findings of consultants engaged there under; and professional, technical, and social services. "Contractual service" does not include any contract for the furnishing of labor or materials for the construction, renovation, repair, modification, or demolition of any facility, building, portion of building, utility, park, parking lot, or structure or other improvement to real property entered into pursuant to chapter 255, Florida Statutes, and rules adopted there under.

**Contract Type** – The type of contract the Contract Manager will create, is based on the goods/services in question.

**Delivery Terms** - conditions in a contract relating to freight charges, place of delivery, time of delivery and method of transportation.

**Department** – The Department is the Office, College, or other business unit representing FAMU.

**Disallowed Purchases** - It is the policy of the Office of Controller that an expenditure of state funds must be authorized by law and the expenditure must meet the intent and spirit of the law authorizing payment.

In cases where the item for payment is generally used solely for the personal convenience of employees and which generally are not necessary in order for the University to carry out its statutory duties will be determined to be a disallowed purchase without sufficient justification. Examples are as follows:

- Convenience Appliances: Portable heaters, fans, refrigerators, stoves, coffee makers, microwaves
- Picture frames
- Congratulatory or condolence telegrams
- Plants, flowers, pictures, statues and other decorative items
- Entertainment
- Refreshments
- More expensive office supplies, furniture, etc. than is necessary to meet a legitimate need.

**Electronic Posting or Electronically Post** – the posting of solicitations, University decisions or intended decisions or other matters relating to procurement on a centralized Internet website designed by the University Office of Procurement for this purpose

**Emergency Purchase** - the University President or Vice President of Administrative and Financial Services determines in writing that an immediate danger to the public health, welfare, safety or other substantial loss to the University exists and requires emergency action. After the President or Vice President of Administrative and Financial Services makes such a written determination, the University may proceed with the procurement of commodities or contractual services necessitated by the immediate danger, without receiving competitive sealed bids, competitive sealed proposals, or competitive sealed replies. However, such emergency procurement shall

be made by obtaining pricing information from at least two prospective vendors, which must be retained in the contract file, unless the University determines in writing that the time required to obtain pricing information will increase the immediate danger to the public health, safety, or welfare or other substantial loss to the state. The University shall furnish copies of all written determinations certified under oath and any other documents relating to the emergency action to the department. A copy of the statement shall be furnished to the Controller with the voucher authorizing payment.

**Exceptional Purchase** - any purchase of commodities or contractual services that are not subject to the competitive bid process contained in section 6.005(10), FAMU Board of Trustees (BOT) Regulations. These exceptions include, but are not limited to, Emergency and Sole Source purchases, Other Governmental or University Contracts, and Construction Direct Purchase Program.

**Exempt Service** - a service that is not subject to the competitive sealed bid requirements of section 6.005(11), FAMU BOT Regulations, but is subject to all other provisions of Section 6.005, FAMU BOT Regulations. The following contractual services and commodities are not subject to the competitive- solicitation requirements of this section:

- (a) Academic Reviews;
- (b) Accounting Services;
- (c) Auditing services;
- (d) Advertising;
- (e) Artistic Services;
- (f) Family placement services;
- (g) Health services involving examination, diagnosis, treatment, prevention, medical consultation or administration. Prescriptive assistive devices for medical, developmental or vocational rehabilitation including, but not limited to prosthetics, esthetics, and wheelchairs, provided the devices are purchased on the basis of an established fee schedule or by a method that ensures the best price, taking into consideration the needs of the client;
- (h) Medicaid services delivered to an eligible Medicaid recipient by a health care provider who has not previously applied for and received a Medicaid provider number from the Department of Children and Family Services. This exception will be valid for a period not to exceed 90 days after the date of delivery to the Medicaid recipient and shall not be renewed;
- (i) Services provided to persons with mental or physical disabilities by not-for-profit corporations organized under the provisions of s. 501(c)(3) of the Internal Revenue.

Code or services governed by the provisions of the Office of Management and Budget Circular A-122;

- (a) Lectures;
- (b) Legal services, including attorney, paralegal, expert witness, appraisal, arbitrator or mediator services;
- (c) Payment of membership dues pursuant to Section 216.345, F.S.;
- (d) Programs, conferences, workshops or continuing education events that are offered to the general public for which fees have been collected to pay all expenses associated with the program or event or that are required by a grant to be purchased, attended held or organized;
- (e) Purchases from firms or individuals which are prescribed by state or federal law or specified by a granting agency;
- (f) Purchases from the Annual Certification List developed by the University;
- (g) Purchases for resale;
- (h) Contracts or services provided by not-for-profit support and affiliate organizations of the University, direct support organizations, health support organizations and faculty practice plans;
- (i) Implementation/programming/training services available from owner of copyrighted software or its contracted vendor;
- (j) Extension of an existing contract;

- (k) Renewal of an existing contract if the terms of the contract specify renewal option(s);
- (l) Regulated utilities and government-franchised services, Regulated public communications, Long distance telecommunications;
- (m) Purchases of materials, supplies, equipment, or services for research purposes when the Vice President for Research or designee certifies in writing that, in a particular instance, it is necessary for the efficient or expeditious prosecution of a research project, in accordance with Regulation 6.007; and
- (n) Training and education services.

**Extension** – an increase in the time allowed for the contract period due to circumstances which, without fault of either party, make performance impracticable or impossible, or which prevent a new contract from being executed, with or without a proportional increase in the total dollar amount, with any increase to be based on the method and rate previously established in the contract. An extension is considered a contract amendment, and as such, must be routed through the Contract Administrator and reviewed and approved by the program area, and legal. An extension of a contract for contractual services shall be in writing for a period not to exceed 12 months and shall be subject to the same terms and conditions set forth in the initial contract. There shall be only one extension of a contract.

**First/Second Party** – These are FAMU and the vendor/provider in question. The First Party is typically the FAMU Department, and the Second Party is typically the party in which FAMU is going to do business with. Formal Solicitation: The process for purchases in excess of \$5,000 must be made by formal competitive sealed bids (i.e., Invitation to Bid, Request for Proposal, Invitation to Negotiate).

**Fixed Rate** – Specified unit and rate (may be multiple units and rates) – the contractor is paid pre-determined price for each unit. A unit of service may be based on time, tasks, activities, contacts or any combination thereof.

**Goals** - General abstract statements about desired program direction

**Change goals:** focus on program outcomes

**Service goals:** focus on program process

**Independent Contractor** – A person or firm who provides a commodity or service to the University but does not have any employment or other relationship or connection with the University, except as provided in section 112.313, F.S.

**Informal Solicitation** – the process of obtaining oral or written quotes from vendors without formal advertising and receipt of sealed bids.

**Input Measure** -The resources used by the University to produce goods or services, i.e. personnel, equipment, and funds. The level of demand for services may also be considered input.

**Invitation to Bid (ITB)** - means a written solicitation for competitive sealed bids. The invitation to bid is used when the University is capable of specifically defining the scope of work for which a contractual service is required or when the University is capable of establishing precise specifications defining the actual commodity or group of commodities required. A written solicitation includes a solicitation that is electronically posted.

**Invitation to Negotiate (ITN)** – a written solicitation for competitive sealed replies to select one or more vendors with which to commence negotiations for the procurement of commodities or contractual services. The invitation to negotiate is used when the University determines that negotiations may be necessary for the University to receive the best value. A written solicitation includes a solicitation that is electronically posted.



**Lump Sum** – In a lump sum payment, the total contract price is determined up front and paid upon completion of the total service requirements of the contract. A lump sum payment method would be most appropriate when contracting for a service with a short contract term where the services are provided in a very short timeframe and/or where there is one deliverable, such as a report.

**iRattler (ePro)** – The University electronic procurement system. Vendors who wish to do business with the University must register as a vendor. Requests for products or services are entered and approved in this system prior to issuance of a Purchase Order which is mailed or electronically transmitted to the contractor.

**Operating Capital Outlay (OCO)** – means equipment, fixtures and other tangible personal property of a non-consumable and non-expendable nature that the value and cost is \$5,000 or over. Hardback-covered bound books over; the value of which is \$250 or more.

**Outcome** -The extent to which a program or vendor meets its goals or impact or public benefit of program or vendor's performance under a contract.

**Outcome Measure** - Statement that describes the criterion by which Outcome will be judged to have achieved its goals. An indicator of the actual impact or public benefit of a program (i.e., benefits from a vendor's action; the results the program hopes to achieve; the benefits for participants during or after the program.

**Short Term:** results expected when the contract/program ends

**Long Term:** results expected post contract/program

**Output** - Goods or services produced by the program or Vendor.

**Output Measure** - Statement that describes the products of the program/vendor (i.e., number of goods or services produced; products of a program's activities; measures of activity that can be counted or measured such as participants served, type of service received, brochures distributed, etc.)

**Outsourcing** – the process of contracting with a vendor to provide a service as in whole or in part, while the University retains the responsibility and accountability for the service or activity and there is a transfer of management responsibility for the delivery of the resources and the performance of those resources.

**Performance Measure** - A quantitative or qualitative indicator used to assess vendor performance that specifies the level of accomplishment of an outcome or output measure.

**Piggyback** – Is when an existing contract is used to acquire the same commodities or services at the same or lower price. Note: the original contract/agreement must be included.

**Protest** – is a complaint about a governmental administrative action or decision brought by a bidder or vendor with the intention of achieving a remedy.

**Purchase Order** - the University's document to formalize a purchase transaction with a vendor. The Purchase Order is created by iRattler (ePro) resulting from a fully approved ePro requisition and contains; quantity, description, scope of services, beginning and ending dates of services, price of goods and services, applicable terms of payment, transportation requirements and other factors or suitable references pertinent to the purchase such as bid number or contract number.

**Purchasing Category Threshold Amount** - the purchasing category threshold amounts established in section 6.005, BOT Regulations, which requires competitive solicitation for purchases of \$75,000 or more.

**Renewal** – Contracting with the same contractor for an additional contract period after the initial contract period,

only if pursuant to contract terms specifically providing for such renewal. A renewal is considered a contract amendment, and as such, must be routed through the Contract Administrator and reviewed and approved by the program area, and legal.

**Request for Information (RFI)** – a written request made by the University to vendors for information concerning commodities or contractual services. Responses to these requests are not offers and may not be accepted by the University to form a binding contract.

**Request for Proposal (RFP)** - a written solicitation for competitive sealed proposals. The request for proposals is used when it is not practicable for the University to specifically define the scope of work for which the commodity, group of commodities, or contractual service is required and when the University is requesting that a responsible vendor propose a commodity, group of commodities, or contractual service to meet the specifications of the solicitation document. A written solicitation includes a solicitation that is electronically posted.

**Request for Quote (RFQ)** – an oral or written request for written pricing or services information from a state term contract vendor for commodities or contractual services available on a state term contract from that vendor.

**Requisition** - an internal document by which an office requests the purchasing section to procure goods and services. Initiated and approved in iRattler the requisition contains all necessary justifications and documentation.

**Responsible Vendor** – a vendor who has the capability in all respects to fully perform the contract requirements and the integrity and reliability that will assure good-faith performance.

**Responsive Bid, or Responsive Proposal, or Responsive Reply** – a bid, proposal, or reply submitted by a responsive and responsible vendor, which conforms in all material respects to the solicitation.

**Responsive Vendor** – a vendor that has submitted a bid, proposal, or reply that conforms in all material respects to the solicitation.

**Standard** - Level of performance set by the University for each program performance measure.

**Strategy** - A method by which a vendor seeks to accomplish its goals and objectives.

**Signature Authority** – The authority to sign contracts. Signature Authority is delegated by the President to certain position titles and for certain contract amounts.

**Single Source Purchase** – purchases of commodities or contracted services available only from a single source. These services are exempt from the competitive solicitation process when properly documented.

**Specification** – a description of the physical or functional characteristics of the item or services needed.

**State Term Contract** – a term contract that is competitively procured by the DMS pursuant to s. 287.057, Florida Statutes, and is used by agencies and eligible users pursuant to s. 287.056, Florida Statutes.

**State Purchasing Agreements (SPA)** - State Negotiated Agreements (SPA) are DMS negotiated price schedules offered by multiple vendors for commodities and services that are not available from a State Term Contract. SPAs are available for use by agencies or other eligible users provided that any single purchase must not exceed \$25,000. The pricing offered on SPA agreements are ceiling prices which means the contractor must offer prices on the agreement, or may negotiate lower prices with the end user. Therefore, it is in the best interest of the University to get quotes from multiple vendors.

**Term Contract** – an indefinite quantity contract to furnish commodities or contractual services during a defined period.

**Templates** – Templates are draft contracts with standardized formatting and language meant to accommodate most scenarios. Templates are used to keep like contracts formatted similarly and allows for more efficient review.

**Vendor** - an organization or individual providing contractual services or materials to the department in accordance with the terms of the contract.

## Understanding The University Regulations Related to Contracts

Chapter 6, FAMU BOT Regulations, deals with and defines procurement procedures under which you must operate. Included are definitions regarding commodities and contractual services, when competitive solicitation is necessary and when it is not, and some specifics regarding the contract.

The purpose and intent of the University's Purchasing Program intent is:

- a) to acquire quality goods and services as economically as possible, within reasonable or required time frames;
- b) promote fair and open competition;
- c) such competition reduces the appearance and opportunity for favoritism and inspires public confidence that contracts are awarded equitably and economically; and
- d) to preserve the integrity of University purchasing and contracting.

Chapter 6.005 - Commodities, Contractual Services:

- (1) Provides threshold amounts for quotes and competitive solicitations
- (9) Provides Competitive Solicitation definitions
- (10) Provides Purchasing actions that are not subject to competitive solicitation
  - a. Emergency
  - b. Sole Source Purchase
  - c. Other Governmental or University Contracts

Commodities and Contract Services not subject to competitive solicitation Contracts

- 1. A provision providing dates of service.
- 2. A provision detailing price and payment terms.
- 3. A provision that bills for fees or other compensation for services or expenses be submitted in detail sufficient for a proper pre-audit and post-audit thereof.
- 4. A provision that bills for any travel expenses be submitted in accordance with section 112.061, Florida Statutes. The university may establish rates lower than the maximum provided in section 112.061, F. S.

5. A provision dividing the contract into units of deliverables, which shall include, but not be limited to, reports, findings and drafts, that must be received and accepted in writing by the contract manager prior to payment.
6. A provision specifying the criteria and the final date by which such criteria must be met for completion of the contract.
7. A provision specifying that the contract may be renewed for a period that may not exceed 3 years or the term of the original contract, whichever period is longer, specifying the renewal price for the contractual services purchased by competitive solicitation which shall be set forth in the competitive solicitation, specifying that costs for the renewal may not be changed, and specifying that renewals shall be contingent upon satisfactory performance evaluations by the University and are subject to the availability of funds.
8. A provision allowing unilateral cancellation by the University for refusal by the contractor to allow public access to all documents, papers, letters, or other material made or received by the contractor in conjunction with the contract, unless records are exempt from section 24(a) of Article I of the State Constitution and section 119.07(1), F.S.
9. Any contract for the purchase of services or tangible personal property for a period in excess of one fiscal year shall include the following statement: "The State of Florida's and University's performance and obligation to pay under this contract is contingent upon an annual appropriation by the Legislature."
10. Extension of a contract shall be for a period not to exceed 12 months, shall be in writing, shall be signed by both parties, and shall be subject to the same terms and conditions set forth in the initial contract and any amendments thereto. There shall be only one extension of a contract.
11. A Public Records, Chapter 119, F.S., provision.
12. A provision stating the University does not indemnify or hold harmless any party or entity.
13. A provision prohibiting contingency fees termination clause.

# **Overview of Contract Management Process**

# Understanding the Contract Management Process

## WHY CONTRACT FOR SERVICES?

The University contracts for services when it does not have the capabilities to provide a service, insufficient staffing resources or expertise, or when the service can be delivered more efficiently and at a better price by someone else. Contracting may also be the result of a legislative mandate. The University manages millions of dollars in contracts in any given year. Therefore, those who manage the University's contracts must understand their role and responsibilities as a contract manager.

## WHAT IS A CONTRACT?

For the purposes of this curriculum, a contract is a formal written agreement or purchase order executed between the University and an individual or organization for the procurement of goods or services. It is a legal document that establishes a relationship between two parties; usually the University and the provider. You, the contract manager, are the link between the two. As such, you must be aware at all times of the status of the relationship.

When the department decides to contract for the services it needs, a contract manager is designated, and the process begins.

## INDEPENDENT CONTRACTOR/CONSULTANT versus EMPLOYEE – EMPLOYER RELATIONSHIPS

When an individual or a business entity performs a service for the University, a distinction must be made as to whether the individual or business entity is an independent contractor or an employee-employer relationship exists. All payments for personal services of individuals and business entities represent taxable compensation to the recipient. If an employee-employer relationship exists, the compensation is considered wages and is subject to withholding tax and applicable FICA contributions. Wages are delivered through the payroll process. If no employee- employer relationship exists, the recipient is considered an independent contractor and receives payment by means of a Requisition followed by a Purchase Order or a contract.

The factor that distinguishes a contractual service from an employee-employer relationship is the degree of control exercised over the individual performing the service. IRS Regulations generally provide that an employee-employer relationship exists when the University has the right to control and direct the individual performing the service, not only as to the results to be accomplished by the work, but also the details and means by which the result is accomplished. The following three conditions are offered as a means to determine when a Requisition should be submitted for a service. All three conditions must be met before submitting a Requisition:

2. *Reporting Consistency* - The use of certain category codes ensures that a Form 1099 will be issued to the payee as an independent contractor at the end of the year. The Purchasing Office will check each Requisition for contractual services, stipends and honoraria to determine that the category code is appropriate.
3. *Substantive Consistency* -The University must treat all entities performing similar services the same. The Office of Procurement Services will seek the guidance of Human Resources before approving purchase Requisitions for contractual services as necessary.

4. *Reasonable Basis* - The University must have a reasonable basis for treating the entity as an independent contractor. This may consist of reasonable reliance on judicial precedent, recognized industry practice, IRS ruling or other reasonable basis. The University has developed an Independent Contractor Checklist (Appendix J) to determine whether a reasonable basis exists. The Checklist should be completed by the requisitioning department and filed for future reference before submitting a requisition for contractual services. The checklist should also be completed before submitting Requisitions for honorarium.

## **Understanding Your Role & Responsibilities as A Contract Manager**

### **WHAT IS THE DEFINITION OF A CONTRACT MANAGER?**

For each contractual services contract, the University shall designate an employee to function as contract manager who shall be responsible for enforcing performance of the contract terms and conditions, ensure services have been rendered in accordance with the contract terms prior to processing the invoice for payment and shall serve as liaison with the contractor.

### **CONTRACT MANAGER RESPONSIBILITIES**

In carrying out these responsibilities, the contract manager interacts directly or indirectly with various personnel in the University, including, but not limited to, the Office of Procurement Services Contract Administrator, General Counsel's Office, and Comptroller's Office. It is the responsibility of the Contract Manager to enforce the terms and conditions of assigned contracts. All signed contracts should be assigned a Contract Manager to ensure accountability.

#### **Contract Managers are responsible for the following:**

- Assist in the development of requirements or specifications of a desired contract;
- Serve as the main point of contact with the vendor; Acting as the liaison between the provider and the University In short, the contract manager has primary responsibility for the contract.
- Monitor the vendor's performance pursuant to the terms and conditions of the contract;
- Review and approving provider's invoices for payment and other transfer of funds, where applicable.
- Manage dispute resolution in conjunction with the Office of Procurement Services and Office of General Counsel, where applicable, to ensure performance is as expected;
- Document all review and acceptance of major milestones, or deliverable, associated with the contract;
- Appropriately routing and executing contracts;
- Ensuring that assigned contracts are signed by the appropriate Signature Authority,
- Maintain a comprehensive contract management file with all relevant contract documents, including but not limited to:

- Monitoring documentation, i.e., evidence showing that all records and reports required for submittal to the University were received, reviewed and analyzed.
- Performance standards and documentation, i.e., evidence showing that the university evaluated criteria and performance standards provisions within the contract.
- Problem/deficiency documentation, i.e., evidence showing that any problems or deficiencies pertaining to contract or lease performance have been duly noted and communicated. In addition, documentation shall be maintained concerning follow-up actions.
- Substantial and final completion documentation, i.e., all forms, correspondence and documents ascertaining to the fact that the contract or lease parties have complied with completion provisions.
- Payment documentation, i.e., records demonstrating that payments due have been verified, approved, and completed.
- Defining precisely what is required to meet a need determine performance requirement and determine quality measures
- Carrying out the preparations for soliciting, analyzing, and awarding contracts, determine the best provider to meet the requirements, identify funding source, and develop require timelines
- Negotiating the contract and amendment(s) with the following appropriate procurement procedures, reach a formal agreement for the services or product development/delivery with provider and coordinate with the Purchasing Office to determine the appropriate method of procurement, i.e., RFP, ITB, ITN, etc.
- Overseeing and enforcing the providers performance of contract terms and conditions. Developing and Implementing a monitoring plan; receive and review the reports of the contractor to determine whether the objectives of the contract are being accomplished. Provide technical assistance to the contractors and their staff in the resolution of performance and other contract-related issues when needed. Evaluate and monitor the activity of the subcontractors.

## What is Contract Management?

The process of administering a contract from the initial stages of determining the services or commodities needed, through determining the method of procurement, choosing a service provider or vendor, negotiating the terms of the contract, executing the contract with the vendor and monitoring the vendor's performance under the contract until it ends or is terminated.

### WHAT IS THE PURPOSE OF CONTRACT MANAGEMENT?

- Ensure that the University, through its contracting process, protects the funds it disburses
- Ensure that the University obtains maximum services for the dollars spent
- Ensure compliance with applicable University, Board of Governors (BOG), state and federal laws, rules and regulations governing contract procurement and contract management activities.



# Contract Process

**These procedures outline step-by-step instructions for drafting and routing contracts.**

## **Draft Contract:**

Contract drafting may be done by a number of different people, depending on the contract type. For example, Construction contracts are usually drafted by Facilities. However, in many cases, the Departments or Colleges will utilize contract templates.

## **Contract templates:**

Are standard form contracts where the terms and conditions and format of the contract are set up to be consistent, to make drafting easier. Using pre-approved templates makes routing and approvals much more efficient.

**A contract should include, but is not limited to, the following:**

- a. Detailed Scope of Services or Description of Goods
- b. Technical Specifications, if applicable
- c. Performance Specifications
- d. Service Dates
- e. Delivery Requirements
- f. Reporting Requirements
- g. FAMU's Standard Terms and Conditions, where applicable

## **Obtain Internal/External Contract Reviews**

Contracts must be reviewed in their draft stage before being routed for formal approvals and signatures.

Reviews should be done by anyone that will either need to approve or sign the contract so that there are no delays when routing.

Internal/external reviews are informal reviews with all relevant parties, designed to ensure that anyone that has an interest in the contract is made aware, and has a chance for feedback.

Each Department/Office/College should ensure that any defined internal routing processes are followed before routing for formal approval and signature.

It is imperative that all relevant parties are included in the informal review process (drafting) to ensure efficient routing for approvals and signatures.

Typically, the second party will receive a draft to review and offer feedback as well, before the final approvals and formal contract are routed for signature.

# **Contract Development**

# Contract Development

Issuing a clear and complete agreement is a critical component of the contract process. The quality of the agreement can determine whether the University will maintain control over the project. Additionally, issuing an explicit and comprehensive agreement is necessary because the quality of the agreement will have a direct effect on the payment process, the monitoring process, and the overall success of the project.

**Each contract will contain at a minimum the following documents:**

- Define vendor name
- Section 1: Scope of Service, detailed description of performance duties
- Section 2: Fees and Expenses; Payment Schedule
- Section 3: Contract Term
- Section 4 – 20: General Terms and Conditions

Additional attachments may need to be included in the contract depending on the method of procurement or the applicability.

## Components of a Contract

**The Contract document provides important information such as:**

- The name and address of the vendor the University is contracting with
- A brief summary of the purpose of the project
- A listing of the documents included in the contract (attachments)
- The names and contact information for the University's and the vendor's contract managers
- The start and end dates for the contract
- Specifications for contract renewal
- Additional Terms

**SECTION 1: SCOPE OF SERVICE, detailed description of performance duties**

- Scope of Work
- Performance Measures
- The role of the University and the vendor in the project outcomes
- Project phases
- Detailed deliverables
- Additional description/duties

**The Scope of Work for the contract should:**

- ✓ Be specific
- ✓ Be clearly established
- ✓ Be directly related to the goals and objectives of the program
- ✓ Include:
  - All of the activities and services that the provider is to perform
  - All of the products the provider is to furnish
  - Minimum performance standards such as staffing levels, minimum qualifications for staff, number of clients served, etc.

**The role of the University and the Vendor in the project outcomes:**

This section specifies the expectations and responsibilities of the department and the vendor under the contract in achieving the performance outcomes.

**Deliverables** should:

- ✓ Be directly related to the scope of work
- ✓ Be used to measure the provider's progress
- ✓ Be specific and verifiable
- ✓ Be documentation of every event that will trigger a payment
- ✓ Be a necessary part of the provider's performance
- ✓ Be identified in the agreement along with a description of what constitutes successful performance of the event
- ✓ Include minimum performance standards

**SECTION 2: FEES AND EXPENSES; PAYMENT SCHEDULE**

The contract document contains information describing the method and frequency of payment to be used for the contract. There are six Methods of Payment in use by the University:

- Fixed Rate – Specified unit and rate (may be multiple units and rates) – the contractor is paid a pre-determined price for each unit. A unit of service may be based on time, tasks, activities, contacts or any combination thereof.
- Lump Sum – In a lump sum payment, the total contract price is determined up front and paid upon completion of the total service requirements of the contract. A lump sum payment method would be most appropriate when contracting for a service with a short contract term where the services are provided in a very short timeframe and/or where there is one deliverable, such as a report.
- Cost Reimbursement – This payment method is utilized when it is desired to exercise some degree of control regarding the contractors' costs incurred in delivering the contracted service. The contractor will be required to include a detailed budget of those line items identified/approved as allowable under the terms of the contract, the budgeted dollar amount for each line item, and a budget narrative. The contractor will be reimbursed for actual, allowable expenditures that are made within the limits of the approved budget. The contractor will have to submit periodic invoices which clearly identify these expenditures in accordance with the line items in the approved budget. Additionally, the expenditures reported on the invoice must be supported with documentation which is required to accompany each invoice.
- Cost Plus – Any combination of the above
- Performance Based – Payment based on specific performance measures and standards in the contract that the contractor must meet.

**SECTION 3: TERM**

Defines the length of the contract and any renewal

**SECTIONS 4 – 20: GENERAL TERMS AND CONDITIONS**

Contains all of the standard terms and conditions for the contract document and at a minimum must meet statutory requirements applicable to contracting in general in regards to content. It is a mandatory requirement. Modifications to this document are not permitted. If there is a question or need to modify the standard terms and conditions, the Contract Manager should contact the Office of Procurement Services.

**OTHER ATTACHMENTS:**

- Any other document being incorporated as part of the contract

## Contract Routing Process

Contracts and contract related documents must be routed through the Office of Procurement Services for review and approval by appropriate administrator. Contract reviews should be accomplished in consecutive order, never concurrently, so that each reviewer can be assured that required reviews have been accomplished prior to their review.

### **Contract Agreement:**

The contract agreement should include the following:

- Contract and all attachments
- Any additional required documentation

All University contracts once executed, will be scanned and stored Revenue Vision or other electronic device.

### **Contract Routing Process**

A routing process flow chart is included as (**Appendix I**) to the manual.

Following the final review and approval by the Contract Administrator will ensure the following:

The responsibilities of those approving the contract are outlined below:

- a. Program Director/Contract Manager – The program director will: (1) review the scope of services and deliverables to insure that they are complete and that the contract is designed to accomplish the program area's mission; (2) review the amount of funding and funding source; (3) check to make sure that the contract manager is identified; (4) review and note any issues out of the norm, and make sure the contract manager corrects any problems identified by the program director prior to moving on for approval.
- b. Chief Information Officer – The Chief Information Officer must approve all technology contracts.
- c. Office of the General Counsel – Examines for form and legality; reviews for sufficiency of disclosure statement; completes a general review of the content.
- d. Office of Procurement Services- Director/Contract Administrator - When the contract and supporting documents are initially received, the Contract Administrator will review to insure that: (1) depending on the method of procurement, the appropriate contract document has been completed properly; (2) the payment schedules total the contract amount; (3) the method of procurement is in accordance with the contract; and, (4) the required attachments are included and have been properly completed and labeled. (5) ensure the Contract Manager is responsible for coordinating with and obtaining the approvals and signatures to execute the contract.

# Approval of Contracts

**Before a contract can be signed, all funding must be approved prior to submission.**

**Department Approval** – This approval is required on all contracts and should be the Dean/Director/Department Head (DDD) or their delegate for funding.

**Contract Administrator Approval** – This approval is also required for all contracts and will be reviewing for terms and conditions, template, and process accuracy. The Contract Administrator ensures that all contracts are being routed as expected and will be maintained in the central repository for the University.

**Sponsored Research Approval** – If state or federal sponsored funds are being used, the grant funding should be approved by Sponsored Research prior submission. This approver will ensure the correct federal/state funding language is accurate and present within the agreement.

**ITS Approval** – If the contract will contain any type of software or hardware considerations, or any data security concerns are noted, the contract will route to ITS for approval.

**Office of General Counsel Approval** – OGC reviews all contracts.

## Signature Authority

### Signature Authority and Execution of Contracts:

Only FAMU personnel designated signature authority via Power of Attorney by the President or their designee can sign a contract which binds the University. The Contract Administrator will ensure the correct signatories are setup on the contract. If unsure of Signature Authority, please refer to Office of General Counsel web page or contact the Contract Administrator.

### Personnel Authorized and Designated to Sign Agreement/Contracts:

\*President- **up to \$1,000,000.00**

\*VP Finance and Administration - **up to \$100,000.00**

\*Provost, VP Student Affairs, VP Research, VP University Advancement, VP Legal Affairs - **up to \$75,000.00**

\*Director of Procurement Services – **up to \$25,000.00**

\*Contracts/Purchases - **that exceed \$1,000,000.00 requires Board approval prior to the President's signature.**

\*Contract Repository - **Revenue Vision serves as the University's central contract repository. It houses the university contacts for good and or services.**

## Developing Performance Measures

This section will provide a framework for the relationship between the needs of the University and its clients, and the goals and results to be achieved through the contract. A clear understanding of these concepts is necessary to effectively complete the negotiations with vendors and ensure that the University is obtaining the service it desires. The written performance measures in a contract will be the primary basis for monitoring the Vendor and the contract performance.

### Why is this Section Important?

For each step-in contract management, you must know what you want to achieve. It is critical to the success of any contract that you make clear in the solicitation document and the contract what the vendor will do or achieve to meet the specific need(s) for which the contract exists. It is through the performance measures that we establish the expectations we have of the Vendors.

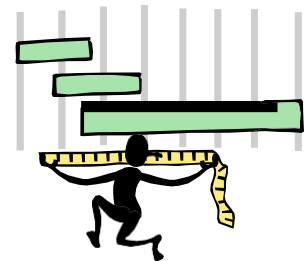


### WHAT IS PERFORMANCE MEASUREMENT?

Performance measurement is a systematic tracking, analysis and reporting of the vendor's delivery of service to the University and its clients. The measurement of performance helps us determine the degree to which our programs and services deliver desired results. The performance measurement process is the university's method of determining the benefits the university and its clients have gained from a vendor/program.

### Establishing the needs of the University and its clients help determine:

- the purpose/goal of a contract,
- the vendor's activities under the contract,
- the level of performance that is desired; and,
- the extent to which the vendor should perform.



### Performance measures let us know:

- how well we are doing,
- if we are meeting our goal,
- if our clients are satisfied; and,
- provide us with information to make improvements.

### QUALITIES OF PERFORMANCE MEASURES

#### Measures should focus on key processes.

Each measure should be central to the success of the process that is measured. The following questions may assist in determining the ultimate use for the measures:

- What are the most direct effects of each strategy on the University's customers/consumers?
- What information FAMUs the department need to track movement toward key goals and objectives?
- What performance measures best reflect the expenditures of the University's program budget?
- Do these performance measures clearly relate to the University's program, mission, goals, objectives, and strategies?

**Good performance measures should be:**

- Responsive: reflects changes in level of performance
- Valid: captures the information intended
- Cost-effective: justifies the cost of collecting and retaining data
- Comprehensive Coverage: incorporates significant aspects of the Vendor's main functions.

Relevant: logically and directly relates to program/contract goals, objectives, strategies, and functions.

**Developing Performance Measures** - provide a framework for the relationship between the needs of the University and its clients and the goals and results to be achieved through the contract. A very important part of the contract process is to develop meaningful performance measures to ensure that services are being performed timely and that the department is getting what it is paying for from vendors.

**ASSIGN PERFORMANCE PROJECTIONS**

One method of measuring performance is based on performance projections. These projections should be challenging but achievable. Good projections are important tools to improve and test performance. They can also be used as a guidepost to assess whether programs are achieving desired results on schedule and at appropriate levels. It is important to realize that over-achievement of targets may be as problematic as under-achievement. For the best possible performance projection, a combination of methods listed below or other effective techniques should be used.

**Performance Projection Methods to Consider:**

- **Baseline Data:** If past data exists, baseline data can be used for predicting future levels of service under conditions similar to the past. Often baseline data is needed when using methods of projecting performance that include adding an estimated increase in service to a current or past level of service.
- **Internal/External Assessment:** This assessment process is required during the strategic planning phase. Factors to consider would include department priorities, available resources, and efficiencies gained from improved procedures and new technologies.
- **National/State Data:** Data from other programs within and outside the state can provide additional data that has been validated by credible sources. Be careful to verify that the comparisons are valid.
- **Benchmarking Against Best Practices:** Information from within the state or other states with similar programs or services that have been successful may provide recorded performance information.
- **Sampling or Piloting Performance:** This may be an appropriate method for estimating performance for new programs or services.

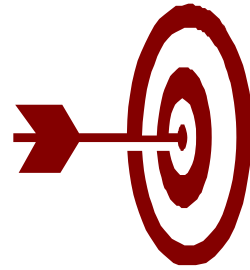
**TARGET SETTING**

Outcome measures must be measurable. If a measure is not quantifiable, it is not useful to the contract manager when they determine if the terms of the contract have been met. Therefore, numerical targets are utilized. During its first experience with outcome measurement, a program/vendor may have little basis for setting targets. The contract manager should consider a number of questions in order to set a target.



**Some questions to ask when considering targets are:**

1. Are specific achievements already mandated? Programs and state governing bodies may have predetermined targets that must be passed on to vendors.
2. What is the current performance target or standard?
3. Is the vendor already rendering similar services to another agency or, and, if so, what is their level of performance?
4. What are other, similar programs, achieving?
5. What reasonable improvements are possible?
6. What factors may influence the target?
7. How are other states or agencies performing on the same measure?



**OUTCOME MODEL FOR DEVELOPING PERFORMANCE MEASURES**

**Each measure should be directly related to the results that are desired. Therefore, the all important first step is considering and understanding what GOAL is truly desired.**

- The ultimate goal is the University’s mission
- Through achieving the contract goals, you impact the achievement of the program mission
- Through achieving the program mission, you impact the achievement of the University’s mission

It is important to remember that each part of the Outcome Model drives the next part, which ultimately will result in an outcome.

**INPUTS**

Inputs are resources that the Vendor/program consumes to produce services

- Funding
- Employee hours worked
- Operating expenditures
- Equipment and facilities

**ACTIVITIES**

Activities are the method of use of the inputs to accomplish program goals. Activities are in terms of verbs or action words. They are the services the program/vendor delivers. An example would be:

- Evaluate policies and procedures related to lung screening
- Assess the effectiveness of those policies and procedures in reducing lung cancer morbidity and mortality in five selected counties

## OUTPUTS

Outputs are the goods or services produced by the vendor/program. Outputs are the direct drivers of outcomes. You cannot have an outcome without having an output. Outputs are usually associated with the volume of work produced. Outputs are a type of performance measure:

- Number of written documents produced. (One draft report and one final report will be provided.)
- Number of measures reviewed for accuracy and reliability. (Of the 25 selected points for review, 80% (20) will have data validity and reliability documented.)
- Number of cases and follow-ups conducted. (250 client cases will be reviewed and follow-up studies conducted - 50 from each district.)

## OUTCOMES

Outcomes indicate the EXTENT to which a program or vendor meets its goals. The outcomes represent the results of the program/vendor. What is the impact of the program/vendor? Outcomes can be represented by percentages, averages, and ratios. Outcomes are a type of performance measure:

- 80% of clients completing the program will become gainfully employed and remain so for at least 5 months after completing the program.

## OUTPUT VS OUTCOME

Both outputs and outcomes are performance measures. Many people have difficulty understanding the difference between outputs and outcomes. This example may help you understand.

### OUTPUT MEASURE:

The number of patients treated and discharged from a state mental hospital.

### OUTCOME MEASURE:

Percent of discharged patients capable of living independently.

Outcome measures can be directed toward: Effectiveness; Efficiency; Quality;

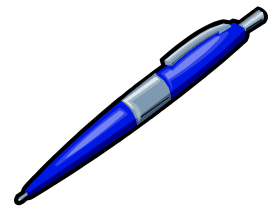
Timeliness; Productivity; and Safety. When deciding what the outcome measure will be directed toward, choose what will best communicate the value of the program. You should select the outcome measures that will provide the best indication of the impact of the program.

**EXAMPLE:** Improved Conditions, Modified Behavior, Change in Values/Attitudes, Increased Skill, New Knowledge

## WRITING PERFORMANCE MEASURES

More than one person should be involved in writing a performance measure. You should start by getting input from the vendor, program staff, the Legislature, and the University's clients. When writing a performance measure ask the following question:

“Using only the performance measures in the contract could you conclude the vendor is doing a good job?”



**A good measure will always reflect the following five characteristics:**

**Specific** - the measure is concrete and means the same thing to all who read it. *Will the measure be understood by those who are unfamiliar with the subject?*

**Measurable** - It must be quantifiable: *It should be reliable by measuring the same thing when data is collected at different times by different people. It should be valid by measuring the service or concept intended.*

**Attainable** - Targets should be realistic, either based on similar programs or previous experience: *It must be feasible for the Vendor to attain the target.*

**Results Oriented** - Focus is on the outcome for the Department/client, not the internal processes of the Vendor: *A desired change should have occurred for the client.*

**Timely** - The completion date should be reasonably accomplished during the life of the contract: *It should be noted than some outcomes are measured after the life of the contract.*

If it is easier for you to remember, the first letter of each of these words spells a useful acronym:

**S M A R T**

**SMART:** An acronym which stands for the five characteristics of a good performance measure; Specific, Measurable, Achievable, Results- Oriented and Timely.

## **PRACTICAL APPLICATION OF CONCEPTS**

Once you have identified your outputs and outcomes, it is simply a matter of putting this information in writing in your contract document, which becomes a measure of the vendors' performance and the University's expectations of the vendor.

**Scenario:** The University is contracting with a vendor to provide supported employment services for clients of the Vocational Rehabilitation Program. The objective of the program through the contract is to provide services that offer a system of support that assists clients in preparing for employment opportunities, obtaining or regaining meaningful employment and then maintaining employment. This program is expected to serve approximately 25 Vocational Rehabilitation Clients with a success rate of 65% of those clients enrolled in the program obtaining and maintaining gainful employment.

### **Example of Contract Performance Measure:**

The vendor will provide the following services for 25 VR clients (Outputs).

- Job development and training (Activity)
- Job placement (Activity)
- Social skills training (Activity)



The status of each client enrolled in the program will be reported to the department on a monthly basis (Activity & Outputs). The outcome of these services will be a 65% success rate or better of those clients enrolled in the program obtaining and maintaining gainful employment for at least five (5) months after completion of the program (Outcome).

## EVALUATING PROPOSED MEASURES

These are critical factors to consider when assessing proposed measures:

- The measures should be credible and logically related to the program's/contract's primary purpose and goals.

*The measures should be comprehensive and cover the breadth of the vendor's responsibilities, meaning all of the vendor's major functions should be covered by one or more performance measures.*

- Output measures should show a clear relationship to intended outcomes.

*Measuring the program's outputs without linking them to the results the vendor is supposed to achieve will not describe the real results of public investment in government activities.*

- The outcome measures should assess whether the vendor is achieving its fundamental goals.

*The Department needs information on whether its fundamental policy goals are being attained; recognizing that progress towards some goals may be indirect and slow.*

- The proposed measures should relate to the program's primary missions, goals, and objectives.

- The measures should not create perverse incentives for vendor staff.

*Proposed measures that assess the number of services provided without also assessing the quality of the services creates an incentive for staff to meet the measure by increasing production at the expense of quality.*

- The measures should be useful for budgetary decisions.

*Output measures should be responsive to budgetary changes such that they will indicate change in level of service or product if funding changes.*

**Remember:** that measures are unlikely to be perfect the first time. It may take a while to get the measures right. Although performance measures may be difficult to develop, a commitment must be made to submit valid, reliable, and useful performance measures.

## Risk Assessment

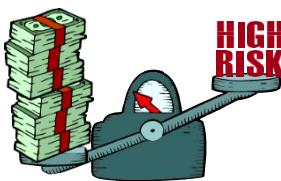
Contract Managers are required to complete a risk assessment for each contract prior to routing for review and approval and include the completed assessment table in the contract routing package. The Risk Assessment Definitions (**Appendix C**) and the Risk Assessment Weight Table (**Appendix D**) are designed to assist Contract Managers in this effort.

The risk assessment process will be used to rank each provider according to the level of risk the department assumes, i.e., **Low, Medium or High**. Consistent and uniform risk assessment will permit the department to apply its contract monitoring resources systematically to the areas of greatest need and will help ensure that the department is protected, and where applicable, protect client safety and health.

Risk is defined as the probability of adverse actions, such as audit findings, legal actions, and media risks. Risk assessment is used to identify, measure, and prioritize risks so that the greatest effort is used to address the auditable areas of greatest significance.

The criteria to be used to ascertain the level of risk is shown below:

- **Department Priority** – Directly related to the department or division mission, or supports established departmental mission statements.
- **Dollar value of the contract** – The higher the contract dollar figure, the higher the risk the department assumes in contracting with a provider.
- **The nature of the services** – Weights are assigned to the type of service depending upon the complexity and the critical nature of each service category.
- **Current Monitoring Plan** – A contract's performance that is independently monitored will have a lower risk level than those not monitored.
- **Provider History** – Providers who have previously had serious performance problems are a higher risk than those with minor corrective actions.
- **New provider** – A higher risk occurs when the department has no contracting history with a provider or where a provider has made changes in its key executives (e.g., executive director, financial manager) within the past year



# **Contract Management And Monitoring**

# Contract Management and Monitoring

Once a contract has been executed it enters the last phase of the contract management system. During this phase of the contract management system, the contract manager manages the day to day activity on the contract, processes any necessary amendments, extensions or renewals for the contract, monitors the Vendor's performance, reviews and approves deliverables and invoices for payment and finally closes out the contract.

## Contract Amendments, Extensions & Renewals

### CONTRACT AMENDMENTS

An amendment is required any time revisions or changes (e.g., new clauses, budget modifications, etc.) need to be made to the contract. This must be done by preparing an amendment document. Office of Procurement Services will process the amendment.

#### Common Reasons for Amendments

- Additional funds are made available to procure additional services and the contract needs to be amended to include the additional funding and services.
  - For contracts procured under an Exemption, this may be accomplished through negotiating an amendment to an existing contract.
  - For contracts procured as a Single Source, the Contract Manager would need to seek additional approval if the amended contract amount would exceed the amount originally approved. Additional approval would also be necessary if there was a change in the scope of services.
  - In the case of competitively procured services, should the resulting contract be awarded to a current contract vendor, it may be possible to amend the existing contract to include the additional services and funds.
- To add additional or reduce the units of service and adjust funding in the contract due to unanticipated increases or decreases in usage
- Adjust deliverable dates in the contract
- Other substantive changes to the contract

#### The General Process for Contract Amendments would be as follows:

- Contract amendments must be prepared by the Contract Manager and processed by the Office of Procurement Services.
  - The amendment should cite the specific document, section, subparagraph, sentence, etc. of the contract that is being changed.
  - The amendment language should indicate whether the information in the contract is being amended, replaced, or deleted, etc.
  - The amendment must be routed through the department using the same review and approval process as the original contract.
  - A copy of the contract, or at a minimum, a copy of those sections being amended should be routed with the amendment for reference purposes. **REMEMBER**, not everyone who reviews your amendment has a copy of the contract.
- a. After all department reviews and approvals are complete, the amendment can be executed.
  - b. The Office of Procurement Services will return the amendment to the department for the vendor signature first, then to appropriate University's signature authority. Send an executed copy of the agreement to the vendor and to the Office of Procurement for our records.

## **Minor Modifications to the Contract**

Sometimes a contract may require only minor modifications to the contract. Changes to a contract that qualify as a minor modification are limited to Contract Manager changes, Contract Manager address or telephone number changes. Minor modifications can be accomplished as follows:

- c. The Contract Manager should cc: Director of Procurement Services.
- d. The Contract Manager should maintain one copy in the Contract Manager's file.
- e. The original letter should be mailed/emailed to the vendor.

Any questions regarding minor vs. major changes requiring an amendment, should be directed to Office of Procurement Services Contract Administrator whom will consult with the General Counsel's Office, as appropriate.

### **Amendment Considerations:**

- f. A contract cannot be amended retroactively
- g. A contract that has expired cannot be amended
- h. When amending one section of the contract or attachments, be sure to review the contract and attachments to ensure that any other effected areas are included in the amendment

## **CONTRACT RENEWALS**

Renewal means contracting with the same contractor for an additional contract period after the initial contract period, only if contract terms specifically provide for such renewal. If renewal language is in the original contract/bid/proposal, the contract manager may renew the original contract under the same terms, conditions, and price as the original contract by sending a letter to the vendor expressing their desire to renew and vendor agreement to renew.

### **University's Policy on Contract Renewals**

Section 6.005, FAMU BOT Regulations: Contracts for commodities or contractual services may be renewed for a period up to three one-year term or the term of the original contract, whichever period is longer. Renewal of a contract for commodities or contractual services shall be in writing and shall be subject to the same terms and conditions set forth in the initial contract. If the commodity or contractual service is purchased as a result of the solicitation of bids, proposals, or replies, the price of the commodity or contractual service to be renewed shall be specified in the bid, proposal, or reply. A renewal contract may not include any compensation for costs associated with the renewal. Renewals shall be contingent upon satisfactory performance evaluations by the agency and subject to the availability of funds

### **The General Process for Contract Renewal would be as follows:**

- i. A Contract Renewal letter must be prepared by the Contract Manager.
- j. The renewal must be routed for approval through the same process as the original contract.
- k. A copy of the original contract and all attachments should be included in the routing package for reference purposes. REMEMBER, not everyone who reviews your renewal has a copy of the contract.
- l. After all reviews and approvals are complete, the renewal can be executed
- m. The renewal should be sent to the vendor to be executed first.
- n. After the vendor has signed the renewal, it should be returned to the Office of Procurement Services for further processing, i.e. the renewal amendment signed on behalf of the University.

### **Renewal Considerations:**

- o. Contracts which are renewed maintain the same contract number as the original contract.

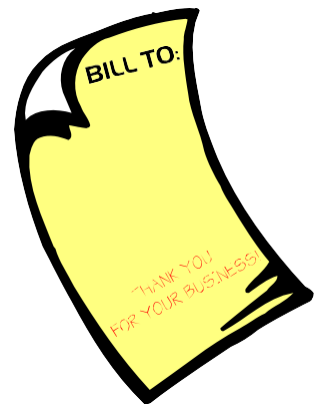


- p. Contracts cannot be renewed unless renewal language was included in the original contract or bid solicitation document.
- q. Competitively procured contracts may not be amended to include a provision for renewal.
- r. Contract renewals must be executed before or on the expiration date of the original contract or previous renewal.
- s. An expired contract cannot be renewed.
- t. Contracts procured as a Single Source, or under Certified Emergencies cannot be renewed.
- u. A contract which has expired cannot be extended.

## Invoice and Payment Issues

### The FAMU Controller's Role

- Process contract related invoices in a timely manner
- They audit payment requests to ensure compliance with all regulations
- Maintain original documentation of all payments
- Mail out warrants issued to the vendor/provider



### Invoice Requirements

All Invoices must:

- Be on the vendor's/provider's letterhead (not FAMU's)
- Have an invoice number
- Have an invoice date
- Contain sufficient detail and backup documentation for an audit; this includes receipts and/or travel vouchers if applicable
- Be properly approved and signed by the Contract Manager
- Be sent to the FAMU Controller no later than five working days following receipt of goods or services

### Prompt Payment Compliance

Statutorily we have:

- After 40 calendar days interest begins to accrue
- Note – calendar days include weekends and holiday

## Contract Monitoring

This section establishes the minimum contract monitoring requirements for all FAMU contract managers. The contract monitoring function protects the interests of all parties. FAMU contract managers will continuously monitor contract activities to ensure that time schedules are being met, projected work units by time periods are being accomplished and other performance goals and objectives of the contract are being achieved. The review occurs for all components of the contracts as may be applicable.

### OBJECTIVES

- Adequate planning of monitoring activities
- Ensure monitoring tools and activities are appropriate for the nature of the services and contract
- Verify contractor performance against contract requirements
- Identify and document contractor's performance strengths and weaknesses
- Address corrective actions and follow-up timely and with the contractor
- Monitor all aspects of the contract
- Open communication with contractor regarding activities and concerns
- Review records to be examined
- Reduce risk and loss to the FAMU and customer

## A. PURPOSE

The purpose of contract monitoring is to ensure that **both** FAMU and the contractor are performing in accordance with the contract terms and conditions. The contract manager, however, through continuous monitoring may be able to identify any problems or potential problems that may deviate from the “scope of services” in the contract.

A contract manager’s monitoring activities are not and nor should they be considered as comprehensive evaluations or audits of the contractor’s abilities to perform the services or the financial stability.

The contract manager has the sole responsibility of risk analysis and discretion of performing due-diligence reviews of the contractor and its sub-contractors prior to and anytime during contract periods.

## B. SUB-CONTRACTORS

The contract manager is **NOT** responsible for monitoring the relationship between the contractor and any of its sub-contractors. However, this does not preclude the contract manager from monitoring or ensuring that the primary contractor is performing his/her duties and responsibilities under the terms of the contract even if through sub-contractors. The contract manager has a responsibility to ask for documentation verifying that the contractor is monitoring or auditing its sub-contractors to insure required performance and follow-up on any corrective actions that have been identified.

## C. PREPARING FOR CONTRACT MONITORING

Adequate preparation and planning for continuous contract monitoring will provide timely identification of contract deviations and expedite completion of the contract requirements. Each contract manager is responsible for planning contract monitoring activities with the contractor before examining records or visiting providers. Contract monitoring plans are dynamic and may be amended as additional information becomes available. At all times, however, the monitoring plan should reflect a scope of review that is commensurate with the contractor’s risk level.

1. **Contract managers** should carefully review each contract for which they are responsible and develop an individual monitoring checklist for review and verification of contract requirements. This checklist should include but is not limited to the following as may be applicable to the specific contract:
  - Reports to be submitted and due dates.
  - Source documentation that will be used to verify services.
  - Interviews that may be conducted.
  - Schedule of deliverables and due dates.
  - Schedule of anticipated outcomes or projections of performance and cost.
  - Schedule of monitoring and/or on-site visits as well as a clear description of how these activities will be performed.
  -
2. **The contract manager’s supervisor** is responsible for reviewing monitoring activities of contracts assigned to each contract manager within the section, and will at a minimum:
  - a. Track the progress and completion of the contract monitoring schedules of each contract.
  - b. Report delays or problems that have an impact on the completion of schedule contract to their supervisor.
  - c. Review contract monitoring plans with their supervisor.
  - d. As appropriate, periodically accompany contract managers on site-visits.

## D. FREQUENCY OF MONITORING

Each monitoring plan should include frequency of specified



monitoring activities. Contracts should be monitored from the inception to the completion in accordance with the monitoring plan. If the risk analysis changes during the contract period, then the frequency of monitoring activities should change accordingly. Site visits should be planned at least quarterly for applicable contract.

## **E. GENERAL CATEGORIES OF MONITORING**

Monitoring of contracts efforts fall into two general areas: programmatic and fiscal.

### **1. PROGRAMMATIC**

Programmatic monitoring deals more specifically with compliance of program requirements and answers the question, “**Are we getting what we contracted for?**” Key questions to ask in programmatic monitoring:

- Has the provider adequately demonstrated the satisfactory delivery of services as required by the agreement?
- Were outcomes or goals identified in the agreement accomplished?
- Was information from reports verified against provider’s source documents?
- Have all terms and conditions of the contract and attachments been met and maintained from one monitoring period to the next?
- Is there any indication that the contractor may not be able to fulfill remaining obligations?
- Is the contractor sub-contracting any or all of the work?

### **2. FISCAL**

Fiscal monitoring answers the question “Did we get what we paid for?” Key objectives of financial monitoring:

- Determining if funds were properly accounted for.
- Determining that expenditures were made in accordance with applicable rules and regulations, were authorized by the agreement, were directly related to the project; and were properly supported by documentation.
- Verification that total payments were within the limits set by the agreement.

## **F. CONTRACT MONITORING METHODS AND ACTIVITIES**

The review and evaluation of the Provider’s performance and compliance with the contract terms and conditions is considered “contract monitoring.” In general, this function is accomplished by a combination of activities, tasks and methods to ensure that contractors are fulfilling contractual obligations. Monitoring techniques and timetables should be clearly defined and coordinated with the contractor in the monitoring plan.

## **METHODS OF MONITORING**

There are several methods of performing the actual monitoring activities or tasks and one or a combination of the recommended methods below can be used. See the Exhibits for samples of forms used.

- (a) **Joint Contract Monitoring:** The FAMU Office of Procurement Services may recommend or the contract manager may seek assistance from other FAMU staff or stakeholders to assist in monitoring.

- (b) **Unscheduled Visits:** Contract managers may conduct unscheduled site visits with the approval of their supervisor if there is sufficient reason to believe that a problem exists or such a visit is warranted.
- (c) **Contractor Self-Evaluation Survey:** A contract manager may want to develop a self-evaluation for the contractors to complete on a regularly scheduled basis, prior to monitoring visits. The evaluation could be the document or checklist that the contract manger uses for monitoring.

## G. MONITORING REPORTS

The contract manager should document all monitoring activities and the outcomes. Periodically, a written report will be prepared and include at a minimum all of the below elements (see the Appendix for sample report format):

- Contractor name and address
- Contractor’s contract manager
- Contract number
- FAMU Contract Manager
- Description of contract services
- Date and location of monitoring
- Results to date based on contract deliverables and monitoring activities
- Comments from the contractor
- Summary of contract compliance findings
- List of areas needing corrective action, reasons, and recommendations
- Comparison of actual outputs/outcomes to expected outputs/outcomes



### 1. CORRECTIVE ACTION

- Contract managers will consult with their supervisors where corrective action is warranted.
- Contract managers will use professional judgment in determining need for management consultation on other matters prior to report distribution.

### 2. DISTRIBUTION OF REPORTS

- The final written report will be distributed upon completion to the contract managers’ supervisor, the contractor and the Office of Procurement Services.

## H. CORRECTIVE ACTION PLAN (CAP) – (included in Appendix I Monitoring Plan)

Corrective action means any steps that must be taken by the contractor to correct identified deficiencies, produce recommended improvements, or demonstrate that deficiencies or findings are either invalid or do not warrant action. Corrective action is recommended when identified deficiencies are serious (for example, failure to ensure customer safety) or where less formal means have failed.

### 1. ADDRESSING DEFICIENCIES

- (a) Document the deficiency and recommended corrective action in the monitoring report.
- (b) Notify the contractor both verbally and in writing that a problem has been identified **and** the expectation for correcting the problem or, if appropriate, ask the contractor to advise how the problem will be corrected.
- (c) Specify a date or time when FAMU can expect the problem to be resolved or action taken. Or, if appropriate, instruct the contractor on the timeframe for implementing corrective action.
- (d) Document conversations with the contractor by a memo to the contract file and/or follow up with written letter to the contractor.

## 2. FOLLOW-UP

The contract manager should follow up with the contractor regularly to ensure that corrective actions are being met. The contract file should be documented as to the date follow-up took place, results and any further recommended actions.

If anytime the contract manager determines the contractor is not making sufficient progress in meeting corrective actions he/she should consult with their supervisor regarding the possibility of terminating the contract or invoking any financial sanctions that are permissible under the terms and conditions of the contract.

## 3. MAJOR OR POTENTIALLY CONTROVERSIAL DEFICIENCIES

Major or controversial deficiencies are subject to the contract manager's judgment and knowledge of the situation and or contractor. If the contact manager determines the issue fits either major or controversial categories, they will consult with their supervisor who may then refer the concern to the Office of General Counsel or the Office of Procurement Services.

## **Contract Closeout Process**

### **Making Contract Close Out Determinations**

In order to choose the appropriate end for a contract you must determine whether the provider has met or will meet the contract terms. Therefore, you must know the specific performance requirements and deliverables required in the contract. The reports you keep on contract performance evaluation help you at this stage of your contract management responsibilities. Upon conclusion of a contract you should not renew a contract with a provider who has not fully performed in accordance with the contract terms and conditions.

### **Contract Endings**

There are three major types of "endings" to a contract. Each calls for a different set of responsibilities and procedures. A contract ends in one of the following ways:

1. Renewal/Extension,
2. Contract expiration; or
3. Contract termination.

### **Renewals & Extensions**

Questions to consider when making the decision to renew/or extend the contract:

- Should the University continue contracting with this vendor? Refer to your evaluation of vendor's performance under the present contract thus far. Is the vendor performing the services satisfactory?
- Is a renewal clause in the original solicitation and/or contract that allows a renewal of this contract?
- Is there a need to continue the services?
- Is there funding available to renew/extend the contract?
- Was management involved in the decision to renew/extend, i.e., Contract Manager's supervisor, Director of Procurement Services, General Counsel, etc.?
- Is the vendor willing to renew/extend the contract?

**Expiration:** Contract expiration, the natural end of a contract, occurs when the contract is completed on time. The duration of a contract is the length of time it is legally binding on both parties. It is specified in the standard contract document as "effective" and "ending" dates. In this situation:

- There is no immediate need for the service to be continued, or there is not funding to continue services.
- Both the department and the vendor are satisfied that the terms of the contract have been completed.
- The Contract Manager approves the final invoice for payment.
- The contract expires on its designated ending date.

### **How to Handle Contract Expiration:**

- Check that the vendor has met the terms and conditions of the contract.
- The vendor must submit a final invoice for payment to the Contract Manager, usually within a specified number of days.
- Recover any overpayments. Determine the amount of overpayment with the help of your fiscal office and make sure that the responsibility for collection has been assigned.
- Approve the final invoice for payment when you are satisfied that all program and fiscal obligations have been met.
- Maintain the contract files in-house for five (5) years retention.

**Contract Termination:** Prior to taking any action to terminate a contract the Contract Manager should involve or obtain approval from:

- His or her supervisor
- Director of Procurement Services
- The General Counsel's office



### **Reasons to Terminate a Contract**

Termination at Will: The contract may be terminated by either party upon no less than thirty (30) calendar days written notice, without cause, unless a lesser time is mutually agreed upon by both parties.

- This kind of termination is sometimes referred to as a termination for convenience.

Termination Due to Lack of Funds: In the event funds to finance this contract become unavailable, the department may terminate the contract upon no less than twenty-four (24) hours written notice to the vendor.

Termination for Breach: The vendor fails to perform under the terms and conditions of the contract. The failure of the vendor to perform any contractual obligations with the department in a manner satisfactory to the department will be a sufficient cause for termination. Unless the vendor's breach is waived by the department in writing, the department may, by written notice to the vendor, terminate the contract upon no less than twenty-four (24) hours written notice.

### **How to Terminate a Contract:**

The Contract Manager should take the following steps to terminate the contract:

- Prepare a letter to the vendor stating the reason for and the date of the termination as well as the contract number.
- Verify that the letter agrees with the time frames specified in the applicable termination clause in the contract.
- Submit the letter for the signature of the authorized department contract signer.
- Email or mail the letter via certified mail with return receipt and proof of delivery to the vendor's contact as listed in the contract.
- Place a copy of the termination letter in the Contract Manager's file.
- Send copies of the letter to department management as appropriate; Legal Counsel, Office of Procurement Services at a minimum.
- Check that the vendor has met the terms and conditions of the contract up to that point of termination.

- The vendor must submit a final invoice for payment to the Contract Manager, usually within a specified number of days.
- Recover any overpayments. Determine the amount of overpayment with the help of your fiscal office and make sure that the responsibility for collection has been assigned.
- Approve the final invoice for payment when you are satisfied that all program and fiscal obligations have been met.
- Maintain the contract files in-house for no less than five (5) years after contract expiration/termination

## Understanding the Importance of Maintaining A Good Relationship with Vendors/Providers

A good contract manager/vendor/provider relationship will add greatly to the chances of success of your contract and to your personal satisfaction as contract manager. To develop and maintain a good working relationship with the vendor/provider you will:

- Enforce the contract terms and conditions by monitoring the progress of the project and visiting the vendor/provider periodically. This will keep the contract manager aware of the vendor/provider's progress and the expectations.
- Document all communications in the contract manager's file. Be careful not to over-step your authority when making promises.
- Keep your attitude friendly. You are both working for the same goal – the successful completion of the contract.
- Be assertive but not antagonistic. Remember that you are in charge.
- Enlist other staff members with different areas of expertise to provide advice and feedback.
- Be honest in admitting when you don't know the answer to a vendor/provider's question and obtain an answer as soon as you can.

Working with the vendor/provider in a spirit of friendly cooperation will be much more effective than an adversarial relationship or one in which you overextend your authority. On the other hand, you should maintain enough control over all aspects of the contract to ensure the Department is protected and to protect clients' safety and health. The contract manager and vendor/provider share the same goal; working together will make the contract experience more pleasant and lead to a successful outcome. Remember that although your attitude should be a congenial one, you must still maintain your objectivity and your ability to impose penalties when necessary.



## Contract Manager's File Organization

The Contract Manager's file should be organized into the following sections:

### 1. Procurement Documents

This component of the Contract Manager's file should contain any documentation and approvals required to be obtained prior to and during the vendor selection and solicitation process. Each procurement method has specific documentation requirements. The following, along with any other related documentation, are examples of what should be kept in this section of the Contract Manager's file:

#### General Requirements for All Contracts:

- List of the names of all individuals taking part in the development of selection criteria, the vendor evaluation and/or selection process



- An Attestation of No Conflict of Interest from all individuals taking part in the development of the selection criteria, the vendor evaluation and/or selection process, as well as the Contract Manager and his/her supervisor
- Copies of approvals related to procurement activity, i.e., ITBs, RFPs, ITNs, RFIs, Single Source or Emergency procurements.

**Legal Services Contracts:**

- Copy of written request for approval from the President or General Counsel

**State Term: (RFQ) (Written documentation of the following)**

- Business necessity of the items/services and quantity being purchased
- Criteria used to evaluate the services and State Term Contract vendors
- Justification for the items or services and vendor selected
- Copies of quotes obtained from vendors

**Small Purchases:**

- Copies of quotes as applicable

**One or No Response:**

- Written documentation for decision not to re-advertise
- Copy of Posting of No Award and Intent to Negotiate
- Detailed written documentation of negotiation

**Single Source:**

- Copy of Request for Information (RFI) If applicable
- Copy of approved & posted Intent to Procure from a Single Source

**Emergency Procurement File Documentation:**

- Certification of Emergency Statement

**Exemption:**

- Written documentation to show why formal competitive purchasing practices (RFP/ITB/ITN) were not practicable and/or in the best interest of the department.
- Written documentation which identifies the type of exempt service being procured in accordance with Florida Statutes and as follows:
  1. The specific statutory reference for the exemption being used to procure the services.
  2. The exemption classification the procurement falls under.
  3. A detailed explanation of how and why this particular vendor was chosen.
  4. If the contract is the result of a federal or state grant or legislative mandate that specifically designates the vendor as the provider of services, support documentation is included.
  5. Any other documentation that will support the procurement under an exempt classification

## Competitive Procurement/Solicitation File Documentation

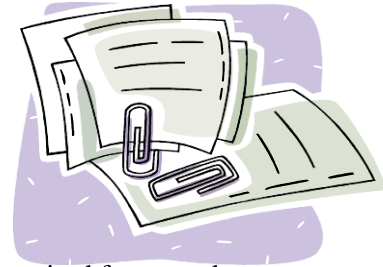
- Proof of advertising (electronic posting)
- Copy of Letters of Intent
- Copy of solicitation document (RFP, ITB, ITN)
- Copies of Questions and Answers related to the solicitation
- Copies of Addenda to the Solicitation document
- Copies of all Bids/Proposals received in response to the solicitation
- Copy of Bid/Proposal Receipt Log for opening activities
- Copies of Selection Team's Evaluations
- Bid Tabulation (ITBs)
- Ranking of Vendors (RFP, ITN)
- Documentation of Posting of Award
- Copies of Protest and Resolutions

Written documentation of negotiations with each vendor (ITN) Copy of the Proposal Bond

### 2. Contract Documents

This section of the Contract Manager's file contains all of the components of the contract document and supporting documentation as follows as applicable:

- Contract
- Any attachments to the contract



### 3. Amendment/Renewal/Extension Documents

This section of the Contract Manager's file should contain any documentation required for amendments or renewals to the contract.

Contract Approval for each Amendment/Renewal/Extension

- Contract Summary/Review form for each Amendment/Renewal/Extension
- Executed Amendments/Renewals/Extension
- Supporting documentation

### 4. Correspondence

This section of the Contract Manager's file should contain any correspondence related to the contract, telephone logs, written correspondence, termination or cancellation letters, etc., filed chronologically.

### 5. Reports

This section of the Contract Manager's file should contain the following as applicable:

- Monitoring Plan and subsequent reports
- Corrective Action Plans
- Documentation of Follow-up for Monitoring/Corrective Action
- Property Inventory
- Vendor's Financial Audit Reports (If applicable)
- Contract Manager's Review Findings of Vendor Audit Report
- Copies of Written Contract Deliverables (reports)

## 6. Payment Records

This section of the Contract Manager's file should contain the following as applicable:

- Payment Activity Log/Ledger
- Justification and approval for advance payments
- Copies of invoices and supporting documentation
- Written documentation of payment problems and resolutions
- Copies of Certifications for Retroactive Payment (Emergencies/ Non-compliance)

## Methods of Procurement

### Non-Competitive Procurement Method

Those commodities and contractual services acquired by the University without the use of competitive solicitation such as an ITB, RFP, or ITN

- Emergency Purchases
- Single/Sole Source
- Exempt Purchases
- Request for Information
- Other University or State Agency's contracts, other government entities, independent colleges/universities and consortium agreement

## Competitive Procurement Methods

- Request for Quotation (RFQ)
- Informal Solicitation
- Formal Solicitations (above \$75,000)
  - Invitation to Bid, (ITB)
  - Request for Proposal (RFP)
  - Invitation to Negotiate (ITN)



### REQUEST FOR QUOTE

A Request for Quote (RFQ) is used to obtain written pricing or services information from a vendor for commodities or contractual services available on state term contract or other university contracts; in addition to those purchases less \$75,000 but greater than \$25,000. The purpose of a RFQ is to determine whether a price, term, or condition more favorable to the University than that provided in the state term contract is available. This process is recommended for state term contracts or other consortium contracts that have multiple contractors. Some multiple award contracts require use of the RFQ, the language in the contract must be reviewed to determine if it is required. Award of a RFQ FAMUs not constitute a decision or intended decision that is subject to protest under FAMU BOT Regulation 6.005(a)(k) or BOG Regulation 18.002 and therefore, need not be publicly posted. Some other guidelines are:

- Scope of Work or Specification should be provided to the selected state contract vendors with a deadline for responses.
- Quotes shall be in writing but otherwise informal, and need not be received or posted publicly or at a particular time or place.
- Quotes shall only be solicited from Contractors on the state term contract being utilized when multiple contractors are present. Competing with other state contract vendors and based on a specific Scope of Work/Specification, contractors may provide better prices terms and conditions than provided in the contract.
- A minimum number of quotes must be provided based on the requirements in the Contract. If less than the minimum number is received, documentation must be maintained in the procurement file (iRattler requisition).
- Purchase shall be made with the Contractor quoting the lowest price, unless documentation is provided demonstrating that the lowest price quote would not result in the best value to the university.

Staff Augmentation: If services are purchased using a position title and hourly rate it is considered staff augmentation and there must be a cost/benefit analysis provided (cost/benefit analysis – what is the benefit we expect to realize by doing this – how will it help achieve the purposes of the program and why we need to procure the services rather than using existing staff). This documentation must be retained in the procurement file. If the project is by position title and hourly rate the University’s Contract/Purchase Order may not exceed the end of the state contract term. A contract based on tasks and/or deliverables with a total cost FAMUs not require a cost/benefit analysis and may extend beyond the end of the state contract.

### **INFORMAL SOLICITATION**

Purchases of value between \$5,000.01 and \$10,000.00 require a minimum of two (2) written quotes or written records of two (2) verbal quotations. Purchases of value between \$10,000.01 up to \$75,000 require a minimum of three (3) written quotations or informal bids to be opened upon receipt.

### **FORMAL SOLICITATION**

The process for purchases greater than \$75,000 must be made by formal competitive sealed solicitation (i.e., ITB, RFP, ITN) to ensure fair and open competition, except as otherwise provided by law (e.g., Single Source, Exceptional, Emergency and Exempt Purchases). The Office of Procurement Services should be contacted prior to beginning development of any formal procurement. Contact the Procurement Director and schedule an appointment for a pre- solicitation consultation. This should occur at the conception of the project.

All contractual services contracts must be reviewed by the Office of the General Counsel for review. Such reviews and approvals shall be obtained before the contract is executed. The Office of Procurement Services shall route the contracts to the OGC for review and approval.

Public advertising of solicitations should be posted at least 10 calendar days before the date set for receipt of bids, proposals, or replies unless Director of Procurement Services determines in writing that a shorter period of time is necessary to avoid harming the interests of the University.

For RFPs and ITNs, the President or President’s designee shall appoint:

- At least three persons to evaluate proposals and replies that collectively have experience and knowledge in the program areas and service requirements for which commodities or contractual services are sought.
- At least three persons to conduct negotiations during a competitive sealed reply procurement who collectively have experience and knowledge in negotiating contracts, contract procurement, and the

program areas and service requirements for which commodities or contractual services are sought.

Contracts for commodities or contractual services may be renewed for a period that may not exceed the term of the original contract or three one-year term, whichever period is longer. Renewal of a contract for commodities or contractual services must be in writing and must be subject to the same terms and conditions set forth in the initial contract. If a contract may be renewed, the renewal terms must be included in the solicitation document and contingent upon satisfactory performance evaluations and subject to the availability of funds.

At the discretion of the University, a performance bond may be required as part of the bid response requirements. Penalties and sanctions with details should also be considered in cases of non-performance of task.

Bid Openings are open to the public and the ITB will consist of reading vendor names and prices. RFP and ITN openings should usually consist of opening of reading vendor name. Exceptions should be discussed with the Office of Procurement Services. For an ITB or RFP if the University rejects all bids or proposals and concurrently provides notice of its intent to reissue the solicitation, bids or proposals received remain exempt from public record requirements until the University provides notice of a decision or until the reissued solicitation is withdrawn.

Legal review and approval is required for all formal procurement of contractual services or other procurements which may result in a contract that requires legal review.

All formal procurement solicitation documents or proposals must include a scope of work. The scope of work shall:

- Be specific
- Be clearly established
- Be directly related to the goals and objectives of the program
- Include:
  - All of the activities and services that the provider is to perform
  - All of the products the provider is to furnish
  - Minimum performance standards such as staffing levels, minimum qualifications for staff, number of clients served, etc.

The solicitations must also specify deliverables that shall:

- Be directly related to the scope of work
- Be used to measure the provider's progress
- Be specific and verifiable
- Identify the events that will trigger payment
- Be a necessary part of the provider's performance
- Be identified in the agreement along with a description of what constitutes successful performance
- Include minimum performance standards



Consideration must be given to the agreement type during the development of the solicitation document and should be related to the Scope of Work. The agreement type should be selected based on the one that best ensures the delivery of service, promotes efficiencies and effectiveness of services, and provides the best value to the State. Six basic agreement types exist, but each may have the following advantages/disadvantages:

**Basic Steps/Timeline:**

- Project Manager must do a needs analysis
- Present general description, the estimated project value and the Division Office name to Procurement Director
- Engage in a Pre-solicitation Meeting with the Procurement Office representative(s)
- Determine procurement method in consultation with the Procurement Office
- Complete a Pre-solicitation Checklist and provide to the assigned Procurement Agent (must be approved by Division/Office level manager)
- Develop Scope of Work/Specification and provide to Procurement Office
- Establish a list of potential bidders which may include former successful providers and vendors who have expressed an interest.
- Procurement Office Review (allow a minimum of 5 business days)
- Information Technology Review (if applicable)
- Advertise a minimum of 10 calendar days prior to the solicitation due date. Within that time period, a due date for technical questions must be established along with a due date for the University to post responses to any questions received while allowing enough time for the vendors to respond after receiving the questions and answers.
- On the bid due date, responses (technical and/or prices) are opened and read aloud publicly at the specified time and location.
- Procurement Office is provided a summary conclusion explaining the reason for the recommendation for RFPs and ITNs and a recommendation for ITBs.
- Results are posted for 72 business hours

ITB and RFP documents are public 30 days after opening or posting of intended decision, whichever is earliest. If the Department rejects all bids/proposals records may remain exempt until the University decision is posted for the reissued ITB or RFP. ITN documents are public when the University decision is posted or 30 days after the last Best and Final Offer is opened, whichever is earlier. If the Department rejects all replies and reissues within 90 days after the notice to reject, all documents may remain exempt until a decision is posted or the reissued ITN is withdrawn.

An ITN is not exempt longer than 12 months after the initial notice rejecting all replies.

- Verify that the awarded vendor is registered in iRattler and with the Department of State, Division of Corporations.
- Verify vendor is not on Suspended Vendors List.
- Purchase Order is executed or contract may be developed from the formal procurement, routed through the approval process and executed.

## **INVITATION TO BID (ITB)**

The University staff member should contact the Office of Procurement services for a pre-solicitation consultation



A solicitation for sealed bids must be issued by the Office of Procurement Services for the acquisition of commodities or contractual services when the University Department member is able to define specifically the commodity, group of commodities, or scope of work for the service(s) for which bids are sought and price is the determining factor in award. An ITB must be made available simultaneously to all vendors and must include a detailed description of the commodities or contractual services sought; the time and date for the required submittal of bids and of the public opening; and all contractual terms and conditions applicable to the procurement including the criteria to be used in determining acceptability of the bid. If the University contemplates renewal of the contract, that fact must be stated in the ITB. Evaluation of bids must include consideration of the total cost for each year as submitted by the vendor. Criteria that were not set forth in the ITB may not be used in determining acceptability of the bid.

Review the above FORMAL SOLICITATIONS section for additional information on ITB. Basic Steps/Timeline is as outlined above in the FORMAL SOLICITATIONS section.

## **REQUEST FOR PROPOSAL (RFP)**

The University staff member should contact the Office of Procurement Services at the conception of the procurement for a pre-solicitation consultation.

When the University determines in writing that an ITB will not meet its needs the desired commodities, services and/or both may be procured by a RFP. This process is used when it is most advantageous to the state to take into consideration the price and other criteria that is set forth in a RFP and the University has a general idea of what is required.

The RFP must be made available simultaneously to all vendors, and must include a statement of the commodities or contractual services sought; the time and date for the receipt of proposals and of the public opening; and all contractual terms and conditions applicable to the procurement including the criteria, which must include, but need not be limited to, price, to be used in determining acceptability of the proposal. The relative importance of price and other evaluation criteria must be indicated. If the University contemplates renewal of the commodities or contractual services contract, that fact must be so stated in the RFP. The proposal must include the price for each year for which the contract may be renewed. Evaluation of proposals must include consideration of the total cost for each year as submitted by the vendor. The Office Procurement Services should provide pre-evaluation information for the members of the evaluation team.

### **Other Guidelines for RFPs**

- An RFP should contain:
  - Department contact information
  - A Schedule of Events
  - The steps in the process
  - Information on what must be included in the proposal response
  - Evaluation Criteria (Examples: Executive Summary, Management Plan, Technical Plan, Work Plan, Oral Presentation, Price, etc.)
  - Point allocation indicating the weight of each criteria
  - A description of the Evaluation Process

- The RFP Process may include 2 openings. The first opening may be of the Technical Part of the Proposal and the second opening of the Price Part. However, whenever practicable, both Technical and Price should be opened at the same time. Proposal documents are public 10 days after the last opening or posting of intent to award, whichever is earliest.
- The RFP process may include a conference held by the Department to address interested vendors prior to the proposal due date.
- Pre-Bid Conferences are typically held when the Department believes discussion face to face interaction with interested vendors is needed. A conference may be mandatory or non-mandatory but must be specified in the solicitation document and in the advertisement.
- Oral Presentations from the vendors may be appropriate to provide information on their product/service to the University as necessary but must be specified in the solicitation document if applicable.
- Each Evaluation Team must be composed of at least three (3) members, one of whom will serve as the chairman.
- Members of the Evaluation Team must sign a Conflict of Interest attestation prior to the public meeting.
- Evaluators are provided a copy of the proposals from all proposers meeting the mandatory requirements as noted in the solicitation document and a copy of the solicitation document.
- The Evaluation Team will evaluate each proposal according to the demonstrated ability to satisfy the University's requirements as identified in the solicitation document.
- Responses will be rated according to the extent the proposal met the established criteria.
- Evaluation Team members may evaluate proposals individually (not open to the public) or meet as a team (open to the public). Individually scored proposals may be discussed in a team public noticed meeting for the following: a consensus score; or to discuss the proposals prior to submitting the evaluator's individual scores, which may then be added together, totaled and divided by the number of evaluators for each proposal.
- After proposals are evaluated and scored, proposals are then ranked by highest to lowest score.
- Proposals will advance to the next step based on the requirements in the solicitation document. (Examples: all proposals scoring above 70 points will be required to participate in oral presentations; top 3 proposals participate in orals or have price opened; or Proposer's score is added to the score for price etc.).
- Price analysis is conducted through the comparison of price quotations submitted. Price score will be added to the Technical Evaluation Score to calculate the overall score. Price score may be calculated by  $(\text{Low Price} \div \text{Proposer's Price}) \times \text{Maximum Price Points} = \text{Proposer's Awarded Points}$ .
- Scores from the Technical Proposals making it to this point are added to establish the total points for each overall proposal.
- Procurement Office is provided a summary conclusion explaining the reason for the recommendation.



- Decision is approved by appropriate management.
- University decision is posted electronically on the FAMU Purchasing Website for 72 business hours. Any Proposer who is adversely affected by the recommended decision may file a protest. Intent to Protest must be filed with the Procurement Office within this 72-business hour period.

Review the above FORMAL SOLICITATIONS section for additional information on RFP. Basic

Steps/Timeline is as outlined above in the FORMAL SOLICITATIONS section plus:

- The use of the RFP procurement method must be documented that an ITB will not meet the University's need.
- University President or designee's approval of the Evaluation Team members
- If the RFP specifies opening date,
- If Pre-Bid Conference(s) are specified in the solicitation document, they must be held prior to the proposal due date.
- If Oral Presentations are specified in the solicitation document, they are held as outlined in the document.

### **INVITATION TO NEGOTIATE (ITN)**

University staff member should contact the Procurement Director at the conception of the procurement for a pre-solicitation consultation and the Procurement Office should provide pre- evaluation information to the evaluation team members.

The University may procure commodities and contractual services by competitive sealed replies. The University must maintain written determination and must specify reasons that explain why negotiation may be necessary in order for the University to achieve the best value.



Some examples of when this method may be used:

- The scope of work for the contract cannot be clearly defined by the Department. This often occurs for acquisitions of rapidly changing technology, outsourcing or complex services.
- The commodities/services can be provided in several different ways, any of which could be acceptable. This often occurs for acquisition of emerging technologies or complex services.
- The Department determines qualifications of providers and quality of work is more important than price.
- The Department is seeking innovative solutions.

An ITN must be made available simultaneously to all vendors and must include a statement of the commodities or contractual services sought; the time and date for the receipt of replies and of the public opening; and all terms and conditions applicable to the procurement, including the criteria to be used in determining the acceptability of the reply. If the Department contemplates renewal of the contract, that fact must be stated in the ITN. The reply must include the price for each year for which the contract may be renewed.

The Department must evaluate and rank responsive replies against all evaluation criteria set forth in the ITN and must select, based on the ranking, one or more vendors with which to commence negotiations. After negotiations are conducted, the Department must award the contract to the responsible and responsive vendor that the Department determines will provide the best value to the University. The contract file must contain a short plain statement that explains the basis for vendor selection and that sets forth the vendor's deliverables and price pursuant to the contract, with an explanation of how these deliverables and price provide the best value to the University. Prior to the time for receipt of replies, the Department may conduct a conference or written question and answer period for purposes of assuring the vendor's full understanding of the solicitation requirements. The vendors must be accorded fair and equal treatment.

The Procurement Office shall provide pre-negotiation information to the members of the negotiation team.

**Other Guidelines for Negotiations:**

- Documentation of the conditions and circumstances that resulted in the decision to use the ITN instead of the ITB or RFP and that the ITB or RFP will not result in the best value to the State.
- Each Evaluation/Negotiation Team must be composed of at least three members, one of whom will serve as the chairman.
- Suggestions of who should serve on the Negotiation Team include: an individual familiar with contract negotiations, an individual familiar with the program area and service requirements, someone with a business process perspective (finance), someone with a technical perspective (information technology), and someone familiar with contract procurement. Others with needed expertise can be available “on call”, but need not necessarily participate in the meetings. The Evaluation Team and Negotiation Team may consist of the same members.
- Members of the Evaluation/Negotiation Team cannot discuss the negotiations outside of the public meeting.
- Negotiations can be conducted with one or more companies in one of two ways depending upon the ITN. (1) Concurrently – meeting with multiple vendors, or (2) serially - meeting with the first ranked vendor, and if no agreement is reached, moving on to the second ranked vendor. Negotiation meetings are open to the public.
- Negotiation team members should prepare questions and comments to be discussed with vendors.
- As meetings continue and the positions of both sides evolve, it’s a good idea to submit written discussion topics to vendors prior to the next meeting.
- In the negotiation process, encourage revision of requirements and proposals as best meets the needs of the state and the capabilities of the vendors, keep communications open and document any changes or alternatives. Since the process of involving two or more vendors is competitive, each will in effect assist you in evaluating the other’s claims, objections, suggestions and prices.
- It is desirable to get the “Best and Final Offer” in writing before the last meeting and let that meeting be a presentation and discussion of it, not to indicate acceptance, but to be sure everyone understands it. It is allowable to have pen-and-ink corrections signed by an authorized representative at that meeting.

- The Negotiation Team should select the best offer using the criteria that have been announced in the solicitation.
- Price is negotiated based on agreed upon scope of work.
- Once the vendor has been selected, the Office of Procurement Services is provided a summary conclusion explaining the reason for the recommendation after which the University decision is posted electronically on the FAMU Procurement website for 72 business hours. Any Respondent who is adversely affected by the recommended decision may file a protest. Intents to Protest must be filed with the Office of Procurement Services within this 72-hour period.

Review the above FORMAL SOLICITATIONS section for additional information on ITN.

Basic Steps/Timeline is as outlined above in the FORMAL SOLICITATIONS section plus:

- The use of the ITN procurement method may require approval by the University Procurement Director or designee subsequently the Department head or designee. Documentation must specify reasons that explain why negotiations may be necessary in order to achieve the best value.
- Department head or designee’s approval of the Evaluation Team and the Negotiation Team should occur before the solicitation is advertised, but must be completed prior to Replies being distributed to team members.
- If the ITN specifies multiple openings, technical is opened and evaluated and price opened separately after the Proposal Due Date.
- If conferences or presentations are specified in the solicitation document, they are held as outlined in the document.

### **EVALUATION COMMITTEE APPOINTMENTS**

The University President or his/her designee appoints the evaluation/negotiation committee members.

### **VENDOR INELIGIBILITY TO PARTICIPATE IN COMPETITION FOR A CONTRACT**

A person who participates in the drafting of a solicitation or who develops a program for future implementation is not eligible to contract with the University for any other contracts dealing with that specific subject matter; nor shall any firm in which such person has any interest in be eligible to receive such contract.

## **Checklist for Formal Procurement**

The checklist in Attachment A provides the parameters, at a glance, of all necessary information required for successful solicitation. It is important that all of the information on this checklist be provided to the Office of Procurement Services. This will expedite the process and reduce delays in getting the solicitation draft



# Appendix



*Professional Service Agreement*  
*Speaker Entertainment Agreement*  
*Piggyback Agreement*

FLORIDA A&M UNIVERSITY  
PROFESSIONAL SERVICES AGREEMENT

This Agreement is entered into by and between Florida A&M University Board of Trustees (“FAMU or University”) and Click here to enter text., (the “Provider”), duly authorized to do business in the State of Florida. FAMU and Provider shall be hereinafter individually referred to as a “Party” and jointly referred to as “Parties.”

**BACKGROUND**

Whereas, FAMU wishes to engage the services of a Provider to provide FAMU with Click here to enter text. services;

Whereas, FAMU has determined that the Provider has the experience and ability to perform the services as required by FAMU; and

Now, Therefore, in consideration of the services to be performed and the payments to be made, together with the mutual covenants and conditions hereinafter set forth, the parties agree as follows:

**SERVICES**

The above recitals are incorporated herein as though set forth fully. Provider agrees to perform such services, with the standard of professional care and skill customarily provided in the performance of such services as set forth in this Agreement, and University agrees to pay Provider such amounts as are specified in this Agreement.

**1.0 Scope of Services.**

1.1 The above recitals are incorporated herein as though set forth fully.

1.2 Provider agrees to provide the services described herein and as set forth in Attachment A, which is incorporated herein by reference (Services).

1.3 Provider agrees to perform the Services to the satisfaction of the University during the term of this Agreement.

1.4 University’s Contract Manager overseeing Services provided under this Agreement is Click here to enter text., who is located at the address set forth in paragraph 10.0. This Contract Manager is responsible for enforcing the performance of the terms and conditions of this Agreement and serving as a liaison with the Provider.

1.5 Provider’s Contract Manager overseeing Services provided under this Agreement is Click here to enter text., who is located at address set forth in paragraph 10.0. This Contract Manager is responsible for enforcing the performance of the contract terms and conditions and serve as a liaison with the Contractor.

**2.0 Fees and Expenses.**

2.1 University agrees to pay Provider an Choose an item. not to exceed \$Click here to enter text. for the contract period, for the services set forth in the scope of services and travel reimbursements.

2.2 The total fee shall be payable as set forth in this section, in accordance with the University Prompt Payment Compliance Policy (Section 215.422, Florida Statutes (F.S.)) and upon submission of an invoice that is in detail sufficient for a pre audit and post audit thereof. Invoices shall contain contract number, invoice number, invoicing period, current and cumulative total amounts, description of services/tasks performed, and a copy of the applicable written reports/deliverables.

**SCHEDULE OF DELIVERABLES**

Total Payment Amount for services provided under this contract cannot exceed: Click here to enter text.  
 Reimbursements under this Agreement for travel cannot exceed \$2,000.  
 Payment Method: Click here to enter text.  
 Frequency of Invoicing: Click here to enter text.

*FAMU Regulation 6.005 (14)(a)(5)(6) require contracts to include*  
*-A provision dividing the contract into units of deliverables, which shall include, but not be limited to, reports, findings and drafts, that must be received and accepted in writing by the contract manager prior to payment;*  
*-A provision specifying the criteria and the final date by which such criteria must be met for completion of the contract.*

Estimated Deliverable Due Date	Reporting Period	Deliverables	Payment Amount for Deliverable Received	Financial Consequences that will be applied if Deliverables are not received and accepted in writing by the Contract Manager.
Click here to enter text.	Click here to enter text.	Click here to enter text. These deliverables must be approved in writing by the FAMU Contract Manager prior to payment to the Provider.	Click here to enter text.	Click here to enter text. Click here to enter text.
Click here to enter text.	Click here to enter text.	Click here to enter text. These deliverables must be approved in writing by the FAMU Contract Manager prior to payment to the Provider.	Click here to enter text.	Click here to enter text. Click here to enter text.

Click here to enter text.	Click here to enter text. Click here to enter text.	Click here to enter text. These deliverables must be approved in writing by the FAMU Contract Manager prior to payment to the Provider.	Click here to enter text.	Click here to enter text. Click here to enter text.
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2.3 Taxes-- University is a tax immune sovereign and exempt from the payment of all sales, use or excise taxes. Provider shall pay all personal property taxes on leased equipment and all taxes based upon net income.

2.4 Provider agrees that Provider is solely responsible for payment of income, social security, and other employment taxes due to the proper taxing authorities, and that Institution will not deduct such taxes from any payments to Provider hereunder.

2.5 When travel is specifically permitted under the Agreement, travel, meals, and lodging expenses shall be paid in accordance with Section 112.061, Florida Statutes (F.S.). Expenses in excess of the amount permitted by Section 112.061, Florida Statutes shall be borne by Provider. Provider shall submit detailed documentation and adequate receipts and other appropriate documentation as requested by FAMU to support reimbursement of all such reimbursable expenses also as set forth in paragraph 2.2.

2.6 Institution's obligation to pay beyond the current fiscal year is contingent upon annual appropriation by the Florida Legislature or FAMU Board of Trustees or appropriate funding agency.

**3.0 Term.** The Services to be rendered by Provider under this Agreement shall commence no later than Click here to enter text., or upon full execution, whichever is later, and be completed by Click here to enter text.. This term may be renewed or extended beyond such completion date if University agrees to the renewal or extension in writing. However, renewal shall be no longer than the initial term or up to three years, whichever is longer; and shall be contingent upon satisfactory performance by the Provider as determined within the sole discretion of the University.

**4.0 Provider's Capacity and Responsibilities.**

4.1 It is expressly understood that Provider is an independent contractor and not the agent, partner, joint venture, legal representative, or employee of University. Provider and Provider's workers are not employees of University and are not entitled to tax withholding, Workers' Compensation, unemployment compensation, or any employee benefits, statutory or otherwise. Provider agrees that Provider is solely responsible for payment of income, social security, and other employment taxes due to the proper taxing authorities, and that University will not deduct such taxes from any payments to Provider hereunder. Provider is

responsible for providing all necessary insurance for himself/herself, Provider's workers, agents, and representatives.

4.2 Provider shall not have the authority to enter into any contract or agreement to bind University and shall not represent to anyone that Provider has such authority.

4.3 Provider shall not use the credit, name, logo, trademarks and/or copyrights of University in connection with its business or affairs except as specifically authorized in this Agreement or as approved by University prior to use by Provider.

4.4 Provider represents and warrants to University that in performing the Services Provider will not be in breach of any agreement with a third party.

4.5 Provider declares that he/she is not a Legislator, elected or appointed officer, or that his/her firm is not owned or controlled by any Legislator, elected or appointed officer, compensated or uncompensated, member of a State board of commission, or other employee of the State of Florida; and

4.6 Provider further declares that it has not participated, or that his/her firm has not been assisted in the preparation of any solicitation related to this matter.

4.7 Provider agrees that Pursuant to Section 112.313(2), F.S., pursuant to Section 112.313(2), F.S., it will not offer to give or give anything of value, including a gift, loan, reward, promise of future employment, favor or service to any FAMU employee based upon any understanding that the official action or judgment of the employee would be influenced thereby. Provider will ensure that its subcontractors comply with these rules.

4.8 Provider agrees to comply with the provisions of Sections 11.062 and 216.347, F.S., which prohibit the expenditure for contract funds for the purpose of lobbying the State Legislature or a state agency. Provider agrees to comply with all federal lobbying requirement regulations and laws.

4.9 As provided in Section 287.132-133, F.S., by entering into this Agreement or performing any work in furtherance hereof, Provider certifies that it, its affiliates, suppliers, subcontractors and Providers who will perform work hereunder, have not been placed on the convicted vendor list maintained by the State of Florida Department of Management Services within the thirty-six (36) months immediately preceding the date hereof. This notice is required by Section 287.133(3) (a), F.S.

## **5.0 Confidentiality of Information.**

5.1 Provider agrees to keep confidential and not to disclose to third parties any information provided by University pursuant to this Agreement unless Provider has received prior written consent of University to make such disclosure. This obligation of confidentiality does not extend to any information that:

5.1.1 Was in the possession of Provider at the time of disclosure by University, directly or indirectly;

5.1.2 Is or shall become, through no fault of Provider, available to the general public, or

5.1.3 Is independently developed and hereafter supplied to Provider by a third party without disclosure restriction.



5.2 This provision shall survive expiration and termination of this Agreement.

#### **6.0 Property Rights and Reports.**

6.1 Provider agrees that any computer programs, software, documentation, copyrightable work, discoveries, inventions, or improvements generated, acquired developed by Provider solely, or with others, resulting from the performance of Services pursuant to this Agreement are the property of University, and Provider agrees to assign all rights therein to University. Provider further agrees to provide University with any assistance which University may require to obtain patents or copyright registrations, including the execution of any documents submitted by University.

6.2 Provider shall provide Click here to enter text. ( Click here to enter text. ) copies of a written report within Click here to enter text. (Click here to enter text.) days after the completion of the Services required by this Agreement; also the parties agree that the report was specifically ordered and commissioned by University, and is a work for hire as such term is used and defined in the Copyright Act. Accordingly, University shall be considered the author thereof, and the sole and exclusive owner throughout the world forever of all rights existing therein, including all manuscripts, reports, sketches, drafts, notes, maps, memoranda, etc., relating to the work, and all revisions, editions, and versions thereof in all languages, forms, and m media now or hereafter known and developed.

6.3 This provision shall survive expiration and termination of this Agreement.

#### **7.0 Suspension or Termination of Contract.**

University reserves the right to suspend indefinitely or terminate the contract and the Services to be rendered by Provider for any reason, upon Click here to enter text. days prior oral or written notice to Provider. In the event of termination prior to completion of all work described in Section 1.0, the amount of the total fee to be paid Provider shall be determined by University on the basis of the portion of the total work actually completed up to the time of such termination.

**8.0 Dispute Resolution.** Any controversy, claim, or dispute arising out of or relating to this Agreement or the breach thereof, shall be first resolved in an informal manner at the Contract Manager level, then at the Vice President level or by an alternative form of non-binding dispute resolution, such as mediation. If necessary, a neutral third-party mediator shall be mutually selected by the parties and such costs shall be shared equally by both parties. If such efforts are unsuccessful, the parties may exercise any remedy available in law or equity.

#### **9.0 Indemnification and Hold Harmless.**

9.1 Provider agrees that any personal injury to Provider or third parties or any property damage incurred in the course of performance of the Services shall be the responsibility of Provider.

9.2 Provider agrees to indemnify University, its governing board, officers, employees, agents, and students from and against any and all costs, losses, damages, liabilities, expenses, demands, and

judgments, including court costs and attorney's fees, which may arise out of Provider's performance of the Services, except to the extent such are caused by the sole fault or negligence of University.

**10.0 Notice.** Any notice to either party hereunder must be in writing signed by the party giving it, and shall be served either personally or by certified mail as addressed below or to such other addressee as may be hereafter designated by written notice. All such notices shall be effective only when received by the addressee.

**To University:**

Florida A&M University

Click here to enter text.

Click here to enter text.

Click here to enter text.

Telephone/Email: Click here to enter text.

**To Provider:**

Click here to enter Address

Click here to enter Address.

Click here to enter text.

Telephone/Email: Phone and Email.

**11.0 Insurance.** Provider shall at its own expense obtain and maintain all necessary and appropriate insurance, including without limitation professional liability insurance sufficient to conduct its business to cover such acts, omissions and liability caused by, or arising out of, activities of Provider and its agents, and/or employees while in engaged in, conducting and preparing for, the Consulting work, and such other insurance that is required by University. Provider shall furnish to University certificates of insurance evidencing that such insurance has been procured prior to commencement of such work. Failure to produce any and maintain necessary insurance certificates may result in the denial or cancellation of this Agreement by FAMU.

**12.0 Severability.** The terms of this Agreement are severable such that if any term or provision is declared by a court of competent jurisdiction to be illegal, void, or unenforceable, the remainder of the provisions shall continue to be valid and enforceable.

**13.0 Governing Law; Forum.** This Agreement shall be governed by and construed under the laws of the State of Florida, in Leon County, which shall be the forum for any lawsuit between the Parties arising from or incident to this Agreement.

**14.0 Paragraph Headings.** The paragraph headings in this Agreement are inserted for convenience only and shall not be construed to limit or modify the scope of any provision of this Agreement.

**15.0 Non-Waiver.** The delay or failure of either Party to exercise any of its rights under this Agreement for a breach thereof shall not be deemed to be a waiver of any subsequent breach either of the same provision or otherwise.

**16.0 Assignment.** Provider may not assign the rights or obligations under this Agreement without University's prior written consent.

**17.0 Public Records.** This Agreement may be unilaterally cancelled by the University for the refusal by Provider to allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, F.S., made or received in conjunction with this Agreement. Specifically, PROVIDER agrees that it will, to the extent required by law: (1) keep and maintain public records that ordinarily and necessarily would be required by UNIVERSITY in order to perform the services performed by PROVIDER under the Agreement; (2) provide the public with access to such public records on the same terms and conditions that UNIVERSITY would provide the records and at a cost that does not exceed that provided in Chapter 119, Florida Statutes, or as otherwise provided by law; (3) ensure that public records that are exempt or that are confidential and exempt from public record requirements are not disclosed except as authorized by law; and (4) meet all requirements for retaining public records and transfer to UNIVERSITY, at no cost, all public records in possession of PROVIDER upon termination of the Agreement and destroy any duplicate public records that are exempt or confidential and exempt. All records stored electronically must be provided to UNIVERSITY in a format that is compatible with the information technology systems of UNIVERSITY. The failure of PROVIDER to comply with the provisions set forth in this provision shall constitute a default and breach of this Agreement. IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (850) 561-2499, (850)599-3413, public [records@famu.edu](mailto:records@famu.edu), or 1601 S. Martin Luther King Blvd., 200 Lee Hall, Tallahassee, Florida 32307. If Provider is exposed to FAMU's confidential information, Provider will keep such information confidential and will act in accordance with any guidelines and applicable laws (such as FERPA, HIPAA and the Grammy Leach Bliley Act.) FAMU will respond to public records requests without any duty to give Contractor prior notice.

**18.0 Nondiscrimination.** Provider agrees not to discriminate on the basis of race, religion, color, age, disability, sex, marital status, national origin, veteran status and sexual harassment in its operation, management and employment practices and with respect to availability and accessibility of products and/or product services to the public. Provider agrees to comply with the all-applicable laws of Florida and of the United States of America regarding such nondiscrimination and equality of opportunity.

**19.0 Employment of Unauthorized Persons.** The employment of unauthorized aliens by any Provider is considered a violation of Section 274(e) of the Immigration and Nationality Act. If the Vendor knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of this Agreement.

**20.0 Federal Trade Commission (FTC).** All Providers shall implement and maintain adequate safeguards to comply with FTC rules (16 CFR Part 314) and University policies regarding the safeguarding of customer information.

**21.0 Red Flag Rules:** Contractor acknowledges that FAMU has adopted an Identity Theft Prevention Program as required under 16 C.F.R. Part 681 for certain covered accounts that may be assessed in accordance with this agreement. Accordingly, Contractor will conduct its activities in accordance with reasonable policies and procedures to detect, prevent and mitigate the risk of identity theft.

**22.0 Force Majeure.** No default, delay or failure to perform on the part of the Provider or University shall be considered a default, delay or failure to perform otherwise chargeable hereunder is such default, delay or failure to perform is due to causes beyond either party's reasonable control including, but not limited to strikes, lockouts, inaction of government authorities, epidemics, declared or undeclared wars, embargoes, fire, earthquakes, acts of God and default of common carrier.

**23.0 Gratuities.** Pursuant to Section 112.313(2), F.S., Provider agrees that it will not offer to give or give anything of value, including a gift, loan, reward, promise of future employment, favor or service to any FAMU employee based upon any understanding that the official action or judgment of the employee would be influenced thereby. Provider will ensure that its subcontractors comply with these rules.

**24.0 Equal Opportunity Clause.** Florida A&M University is an Equal Opportunity Employer including minorities, women, veterans and individuals with disabilities. This contractor and subcontractor shall abide by the requirements of 41 CFR 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, national origin, protected veteran status or disability.

**25.0 Key Personnel.** This Agreement requires the personal skills and experience of the parties listed in the Scope of Work, and the team leaders for the Services. The individuals performing the Services are central to the Services. Any change in personnel providing the Services shall be subject to FAMU's approval, at its sole discretion; however, FAMU's approval shall not be unreasonably delayed, conditioned or withheld if the need for

the change is beyond Contractor's reasonable ability to anticipate or control (e.g., the team leader or a team member leaves the employ of Contractor or is incapacitated).

**26.0 Entire Agreement; Modification.** This Agreement (and its attachments, if any) constitutes the entire understanding between the Parties with respect to the subject matter hereof and may be amended except by an agreement signed by Provider and an authorized representative of University. This Agreement may be simultaneously executed in several identical counterparts, each of which shall be an original and all of which shall constitute one and the same instrument.

**27.0 E-Verify**

The Contractor and its subcontractors have an obligation to utilize the U.S. Department of Homeland Security's (DHS) E-Verify system for all newly hired employees in accordance with section 448.095, F.S. By executing this Contract, the Contractor certifies that it is registered with, and uses, the E-Verify system for all newly hired employees in accordance with section 448.095, F.S. The Contractor must obtain an affidavit from its subcontractors in accordance with paragraph (2)(b) of section 448.095, F.S., and maintain a copy of such affidavit for the duration of the Contract. The Contractor shall provide a copy of its DHS Memorandum of Understanding (MOU) to the Department's Contract Manager within five (5) days of Contract execution.

This section serves as notice to the Contractor regarding the requirements of section 448.095, F.S., specifically sub-paragraph (2)(c)1, and the Department's obligation to terminate the Contract if it has a good faith belief that the Contractor has knowingly violated section 448.09(1), F.S. If terminated for such reason, the Contractor will not be eligible for award of a public contract for at least one (1) year after the date of such termination. The Department will promptly notify the Contractor and order the immediate termination of the contract between the Contractor and a subcontractor performing work on its behalf for this Contract should the Department have a good faith belief that the subcontractor has knowingly violated section 448.095(1), F.S.

IN WITNESS WHEREOF, the authorized representatives of the parties have executed this Agreement.

**FLORIDA A&M UNIVERSITY  
BOARD OF TRUSTEES**

**PROVIDER**

\_\_\_\_\_  
Print: Name: Click here to enter text.

\_\_\_\_\_  
Printed Name: Click here to enter text.

Title: Click here to enter text.

Title: Click here to enter text.

Approved as to form.

\_\_\_\_\_  
University Attorney

**FLORIDA A&M UNIVERSITY  
AGREEMENT FOR SPEAKER/PERFORMER/ARTIST SERVICES**

This Agreement is by and between **Florida A&M University Board of Trustees**, whose principal place of business is 2380 Wahnish Way, Suite 214 Tallahassee, Florida 32307 (hereinafter **FAMU**) and **Performer/Speaker**, a performer, whose principal place of business is **Address** (the "Agency").

**WHEREAS**, FAMU wishes to engage the Performer's Services of presenting or performance(s) provided on **Date, XXXX** herein; and

**WHEREAS**, the Performer agrees to perform or present as provided herein;

**NOW, THEREFORE**, in consideration of the mutual promises made to each other, the parties hereby agree as follows:

1. The above-noted provisions are incorporated herein by reference.

2. **Event:** XXXXXXXX  
**Event Performer:** XXXXXXXX  
**Event Date:** XXXXXXXX  
**Event Time:** XX-XX-XX  
**Event Location:** XXXXXXXX  
**Fee:** XXXXXXXX

3. **Scope of Services:** The Performer shall use the best efforts to **XXXXXX** MINS during the IN- PERSON **XXXXXX** being given by FAMU

**Agency Agrees to provide the following services:**

- (a) Provide the Performer for the Event. If the Performer is unable to attend, this agreement shall terminate and be of no force or effect. Any amounts paid to the Performer shall be refunded immediately to the University.
- (b) Provide, arrange and pay travel (air/ground) and hotel accommodations, local ground transportation, meals and any requirements of the Speaker and the Speaker's entourage.
- (c) Provide payment to the Speaker as appropriate.

4. **Payment:** Payments will be made to the Agency incrementally as follows:

The amount of this agreement will not exceed **\$.00** and will be paid via check no later than **XXXXXX**, 2021; within 3 business days of the full execution of the performance agreement, a minimum 50% deposit of **\$.00** shall be paid to the Performer to secure the requested date. The remaining amount will be paid no later than **XXXXXX**, 2021. In the event of cancellation prior to the performance for any reason, such fees shall be refunded minus documented, non-cancellable expenses evidenced by appropriate invoices. Agency and the Performer shall be responsible for the payment of any state or federal taxes payable on the fees paid hereunder.

5. The Agency agrees that it will be financially responsible for all expenses incurred under this Agreement, including, but not limited to, payments to any other participants or subcontractors who are part of the scope of services. Agency acknowledges and accepts that FAMU is not liable for and will not honor any payment requests from individuals or companies providing supplies or equipment or performing services for the Agency in relation to the Event.
6. **Relationship** - Agency is and shall be, in the performance of services hereunder, an independent contractor and not an employee, agent, partner or joint venture of FAMU. FAMU shall have neither supervision nor control over Agency's employees, agents, representatives, and volunteers in the performance of their duties hereunder; such persons shall at all times and in all places be subject to Agency's sole direction, supervision and control. Said employees, agents, representatives, and volunteers however, and any other persons in or about the premises at the instance or request of Agency, shall conform to all rules established by FAMU to govern the general conduct of persons in or about said premises. Agency shall not have the power or authority to bind FAMU in any promise, agreement or representation other than as specifically provided for in this Agreement.

Agency shall not in any manner use the credit, name, logo trademarks and/or copyrights of FAMU in connection with its business or affairs except as specifically authorized in this Agreement or as approved by FAMU in writing prior to such use. Agency shall carry all necessary and appropriate insurance for itself, its employees, agents and representatives.

7. **Special Requirements** – Agency shall secure and exhibit, upon request of the other party, all permits, licenses and other documents required by the laws or ordinances of the applicable jurisdiction in order to permit the Agency to appear and the performance to take place, and shall comply with all laws and ordinances of the jurisdiction applicable to the performance contemplated herein or incidental thereto.
8. **Advertisement Materials** – Flyers for the event will be generated by the FAMU Student Government Association and posted on FAMU and Student Government social media platforms.
9. **Cancellation/Penalty Policy** –
  - (a) FAMU reserves the right to review all records of the Agency pertaining to this Agreement. This pertains to public access to all public documents, papers, letters, or other materials subject to provisions of Chapter 119, Florida Statutes, made or received by the Agency in relation to this Agreement. If Agency fails to comply with this provision, this Agreement is subject to immediate cancellation by FAMU.
  - (b) In case of inclement weather, any acts of God, war, fire damage, acts of terrorism or acts, events or circumstances beyond the control of either party, or which in the University's judgment renders the fulfillment of this Agreement impossible, neither FAMU nor the Agency will be bound to the Agreement and the UNIVERSITY may cancel this Agreement or modify the use of the Facility hereunder, without penalty.
  - (c) If either party cancels fifteen (15) days prior to the event, it will not be liable for any payments. However, if either party cancels less than fifteen (15) calendar days prior to the event, the terminating party will be liable for actual and non-cancellable expenses incurred by the non-terminating party. Such payments are due within 40 days of cancellation. FAMU may cancel at any time deemed in the best interest of the University.
10. **Excused from Performance** - This Agreement is made in reliance upon FAMU and Agency's good reputation for the prompt discharge of all obligations. In the event that FAMU or Agency shall default in the

performance of any obligation under the Agreement executed, either party shall have the right to terminate this Agreement immediately by giving the other notice in writing.

11. **Restrictions** - The following restrictions will apply:
  - (a) The performance by the Speaker shall not be in conjunction with any other performer and no other person shall appear in the place of the Speaker.
  - (b) The consumption of alcoholic beverages on FAMU's campus is prohibited. Therefore, the Agency shall ensure that alcoholic beverages are neither brought to the campus nor consumed while in the performance of services to FAMU.
12. **Assignment** – Agency may not assign this Agreement without prior written consent from FAMU.
13. **Sale of Materials** - The Agency reserves the right to the exclusive sale of records, cassette tape recordings, books, and other literature or material the Agency has available without compensation to FAMU. Any compensation to be received by FAMU in connection with the sale of articles by the Agency must be stipulated herein.
14. **Security**– FAMU will arrange for security for the Event; however, the Agency will be solely responsible for any additional security, which must be approved by the Director of University Law Enforcement Department.
15. **Insurance/Indemnification** – [RESERVED].
16. **Indemnification** - The Agency hereby agrees to indemnify, save and hold FAMU, its Trustees, the Florida Board of Governors and the State of Florida, its successors and assigns, and their employees and students, harmless from and against any and all liability, claims, demands, loss and damage (including attorneys' fees and court costs) arising out of or connected with any claim or action connected with this Agreement. The Agency shall reimburse FAMU, on demand, for any loss, cost, expense or damage to which said indemnity applies. This provision shall survive the termination of this Agreement.
17. **Hotel, Meals and Transportation** –The Agency will be solely responsible for Agency's and the Speaker's hotel, meal and travel/transportation arrangements and expenses. FAMU has not authorized and will not honor any payment requests from individuals or companies providing meals, lodging or travel/transportation services for the Agency in relation to the event described herein.

**Equal Opportunity Statement** - FAMU believes in equal opportunity practices, which conform to both the spirit and the letter of all laws against discrimination, and is committed to nondiscrimination because of race, creed, color, sex, age, national origin, religion, or disability. Discriminatory conduct by Agency's and suppliers of goods/services to the University is forbidden by FAMU Regulation 10.103, Discrimination, Harassment, Complaint Procedures provides steps for filing a complaint involving either discrimination or harassment. Agency's providing goods/services to FAMU are encouraged to take positive steps to assure that the Speaker and personnel do nothing of an obscene or racially offensive nature during the performance of the Agreement and refrain from the use of language or conduct that is offensive in nature (e.g. profanity or racial, sexually explicit/vulgar conduct), as this may result in a reduction of fee, as determined by FAMU in its sole discretion.

18. **Resolution of Conflicts** - The parties hereby agree that any and all actions or disputes arising out of this Agreement shall be governed by the Laws of the State of Florida; and any such action shall be brought in Leon County, Florida. In the event one or more provisions of this Agreement are declared invalid, the balance of this Agreement shall remain in full force and in effect.



19. **Notices** - All notices, correspondence and communications shall be in writing sent by United States certified mail, postage prepaid, return receipt requested, by reputable overnight carrier with confirmed delivery receipt, via facsimile with confirmation or receipt or by hand delivery between the parties stipulated below.

**Agency**

Contact/Company

Email

Address

Phone No.:

Fax No.:

**FAMU Contract Manager**

University's Contact

Email

Address

Phone No.:

Fax No.:

20. **Miscellaneous** - All matters not expressly authorized or addressed by the terms of this Agreement shall be reserved to the discretion of FAMU.

21. **Term**- The agreement shall commence when the Agreement is signed by both parties and terminate on at the October 3, 2020, or at the conclusion the final accounting, whichever is later.

22. **Entire Agreement** - This Agreement states the entire understanding and agreement between the parties and that the parties are not bound by any stipulations, agreements, or promises, oral or otherwise, not printed in this Agreement. Changes to this Agreement will not be valid unless they are made by written amendment signed by both parties.

**In Witness Whereof**, the parties have caused this Agreement to be executed by its duly authorized representatives.

**PROVIDER**

**FLORIDA A&M UNIVERSITY  
BOARD OF TRUSTEES**

\_\_\_\_\_  
Signature: \_\_\_\_\_ Date

\_\_\_\_\_  
Signature: \_\_\_\_\_ Date

Title: \_\_\_\_\_

Title: \_\_\_\_\_

\_\_\_\_\_  
FEID No.

Approved as to Form.

By \_\_\_\_\_  
OFFICE OF GENERAL COUNSEL Date

### **Piggyback Contracts: What Are They?**

One of the procurement tools you can use for your purchases, at any dollar level and without additional competition, is existing contracts awarded by other public agencies (universities, colleges, cities, states, etc.) or cooperative purchasing groups (i.e. Educational and Institutional Consortium, US Communities Government Purchasing Alliance, Sourcewell, etc.). Often referred to as piggyback/adoptable contracts, these contracts can save time, money and resources, as well as leverage spend and economies of scale. Procurement Services makes the final decision as to whether the contract presented for piggybacking can be utilized by FAMU, based on all procurement policies and regulations, so please request a review from Procurement Services prior to entering into a contract with the intent of using a contract you believe can be piggybacked.

### **To assist in determining the appropriate use of a piggyback contract, consider the following factors:**

- o Was the solicitation competitively bid and publicly advertised?  
*If so, please send us a signed copy of the Master Agreement.*
- o Is the contract current/active? FAMU **cannot** piggyback on an expired contract.  
*FAMU cannot piggyback on an expired contract.*

### **Does the contract have renewals and extensions? FAMU may piggyback for the full remaining term(s), including renewals and extensions.**

*FAMU may piggyback for the full remaining term(s), including renewals and extensions. Along with the signed copy of the Master Agreement to be used, including price sheets and other supporting documents, please send us a copy of all amendments, renewals, extensions, etc.*

### **Does the piggyback contract's relevant factors, including price, quantity, and scope of work match the parameters of your proposed contract?**

*Please send us a statement of work for the type of services to be performed; detailed description of each service; rate for each service price or a quote detailing what specific commodity and/or service your department intends to purchase. Please include (if multiple year request, include for each requested year)*

### **Is the scope of work equivalent or broad enough for use by FAMU?**

*There should be a similarity between the product or service sought and the piggyback contract.*

### **Is the pricing similar or better for FAMU?**

*FAMU's price must be the same or lower than the piggyback contract's pricing.*

AGREEMENT  
Contract Number #C-

Between  
**XXXXXXX**  
(Hereinafter referred to as, "Contractor")

And

FLORIDA AGRICULTURAL AND MECHANICAL UNIVERSTIY  
Acting for and on behalf of the Board of Trustees,  
A public body corporate of the State of Florida  
(Hereinafter referred to as, "UNIVERSITY")

*RECITAL*

FAMU finds it necessary and desirable to enter into such contract ("Piggyback Contract") with contractor for the purchase of specified products or services under the terms and conditions established pursuant to RFP identifier **Number** entitled: **Name of RFP/Contract.**

This agreement shall be for **Describe** services, and "CONTRACTOR" shall be **Name of Contractor**. The amount of this agreement shall not exceed **\$Dollar Amount**, and current budget authorizations as approved by the Florida A&M University Board of Trustees. For the period starting the date of the signed Agreement and **Contract End Date for FAMU**, which is attached hereto marked as Exhibit "A" ("Contract").

*AGREEMENT*

In consideration of the mutual promises contained in this Agreement, FAMU and CONTRACTOR agree as follows:

1. Recitals. The Recitals are incorporated herein by this reference.
2. Terms and Conditions. The terms and conditions of the Contract are hereby adopted as the terms and conditions of this Agreement, provided that the purpose of this Agreement shall be for **Name of Services**, and CONTRACTOR shall be **Name of Contractor**.
3. State University. Florida A&M University is a constituent member of the Florida State University System established under the Constitution of Florida administered by The Florida A&M University Board of Trustees, a public body corporate. Any provision contained in the Agreement in conflict with laws, statues and regulations of the State of Florida, it's agencies, agents and public bodies corporate, shall be void and of no effect.

<b>FLORIDA A&amp;M UNIVERSITY BOARD OF TRUSTEES</b>  By: _____ Name/ Title  Date: _____	Name of Contractor  By: _____ Name/ Title  Date: _____
--	---

Click here to enter text.

# Appendix

# B

## *Attestation of No Conflict of Interest*

**PLACE ON CURRENT DEPARTMENT LETTERHEAD**

**ATTESTATION OF NO CONFLICT OF INTEREST**

Individuals taking part in the development of selection of criteria for evaluation, the evaluation process and the award process shall attest in writing that they are independent of and have no conflict of interest in the entities evaluated and selected, in accordance with BOT Regulation 6 and BOG Regulation 18.

The undersigned individual(s) hereby attest that he/she/they are independent of the procurement represented on Contract/Grant no. \_\_\_\_\_ and that he/she/they have no conflict of or interest in, the entity evaluated and selected.

\_\_\_\_\_  
Contractor's Name

\_\_\_\_\_  
Address

\_\_\_\_\_  
City, State & Zip Code

\_\_\_\_\_  
Contract Manager's Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Supervisor's Signature

\_\_\_\_\_  
Date

# Appendix

# C

## *Risk Assessment Definition*

## **RISK ASSESSMENT DEFINITIONS**

A **High-Risk Contract** requires more stringent monitoring than the medium or low-risk contracts due to the importance, sensitivity, or other factors as indicated on the Risk Assessment Weight Table with a score of 38 to 50. A High-Risk contract includes the following factors:

- mission critical
- total amount is \$500,000 or more
- the services provided have a direct impact on the clients serviced
- has no monitoring plan
- major findings have been identified in the provider's history

A **Medium-Risk Contract** requires less monitoring than the high-risk contracts but more than the low risk contracts due to the factors as indicated on the Risk Assessment Weight Table with a score of 30 to 37. A Medium-Risk contract includes the following factors:

- mission support
- total amount is more than \$100,000 but less than \$500,000
- the services provided have an indirect impact on the clients serviced
- has a current monitoring plan
- only minor findings have been identified in the provider's history
- the provider is new

A **Low-Risk Contract** requires less monitoring than the high-risk or medium-risk contracts due to the factors as indicated on the Risk Assessment Weight Table with a score of 29 or less.

A Low-Risk contract includes the following factors:

- mission support
- total amount is less than \$100,000
- the services provided have an indirect impact on the clients serviced
- it is monitored by an independent source
- there have been no findings during previous monitoring

### **Department Priority:**

#### Mission Critical

Directly related to the agency or division mission; including, but not limited to:

- Florida Comprehensive Assessment Test (FCAT)
- SACS

#### Pass-thru Contract Dollars Mission Support

Supports established Departmental Mission Statements including, but not limited to:

- Legal Services
- Consulting Services
- Technology

### **Current Monitoring Plan:**

Monitoring means any planned or periodic monitoring or review of activity that measures and ensures contractor compliance with the terms, conditions, and requirements of a contract. The level of monitoring should be based on a risk assessment of the contractor's role in delivering acceptable services and the contractor's ability to fulfill the contract deliverables in accordance with the contract terms.

# Appendix

# D

## *Risk Assessment Weight Table*



## RISK ASSESSMENT WEIGHT TABLE

- Security Services
- Counseling
- Management Services
- Training
- Curriculum Specifications
- Investigative Services
- Executive Search Services
- Physical Plant
- Building Renovations
- Pass-thru Contract Dollars

**Contacted dollars:**

The total amount of the contract

**Nature of Services:**

Types of services contracted. Services can be direct or indirect. Direct services are those where the Contractor deals directly with a client or group of clients. All other services are identified as Indirect. This includes, but is not limited to:

**Direct**

Child Care Services  
Legal Services  
Counseling

**Indirect**

Testing, Assessment & Evaluation  
Legal Services  
Consulting  
Technology Security  
Services Counseling  
Management Services  
Training  
Curriculum Specifications  
Investigative Services  
Executive Search Service  
Media Services  
Physical Plant Building  
Renovation

## Provider History:

Past demonstrated contractor performance including:

- Major Findings** - Findings that would affect service delivery, put clients at risk or has potential for payment error, and has been placed on the Vendors Suspended List.
  
- Minor Findings - Findings that would not affect service delivery, put students at risk or have potential for payment error, has not been placed on the Vendors Suspended List.**
  
- Corrective Action** - Action taken by the contractor that corrects identified deficiencies, produces recommended improvements, or demonstrates that deficiencies or findings are either invalid or does not warrant further action.

**Risk Value** is the numeric range of risk for each criterion category used to determine the overall rating of the risk level for each contract.

# Appendix

# E

## *Contract File Checklist*

# CONTRACT FILE CHECKLIST

## GENERAL INFORMATION

<b>DATE OF REVIEW:</b>	<b>DIVISION/DEPARTMENT:</b>
<b>CONTRACT NUMBER:</b>	<b>CONTRACT BEGIN/END DATE:</b>
Name of Contractor:	
Contract Type:	
Contract Manager:	

## ORIGINAL CONTRACT CHECKLIST

YES	NO	N/A	<b>Review and Activities for Original Contract</b>
			<b>General information</b> Does the contract file contain a copy of the fully executed current contract (signed by both parties)?
			Does the contract file have copy of all attachments listed in the contract?
			Does the contract file have any amendments, modifications or renewals?
			Does the contract file have a copy of the signed contract review approval form?
			Does the contract file have a copy of transmittal letter to Contractor?
			Does the contract file have the Procurement Review Checklist and Documentation?
			Has an operational timeline been developed of all activities required for managing this contract, i.e., when to notify contractor of monitoring, your monitoring timeline, dates for completing and submitting monitoring reports to Office of Procurement Services and contractor, date when contract should be notified of date contract will expire and FAMUs intent to renew, etc.?
			<b>Programmatic monitoring.</b> Has the programmatic monitoring plan been developed or amended based on contract and amendments?
			<b>Fiscal monitoring.</b> Has the fiscal monitoring plan been developed or amended based on contract or amendments?
			<b>Corrective action plan.</b> Have there been any corrective action plans developed? If yes, are they in the file.

# Appendix

# F

## *Procurement Checklist Sheet*

# PROCUREMENT CHECKLIST

## GENERAL INFORMATION

<b>DATE OF REVIEW:</b>	<b>DIVISION/DEPARTMENT:</b>
<b>CONTRACT NUMBER:</b>	<b>CONTRACT BEGIN/END DATE:</b>
Name of Contractor:	
Contract Type:	
Contract Manager:	

## PROCUREMENT RECORDS

YES	NO	N/A	Review file. Explain any N/A. Attach N/A comments to this form
			Proof of legal advertising: copy notice, plus another documentation
			Prospective vendor list
			<b>Solicitation documentation</b>
			<ul style="list-style-type: none"> <li>• RFP, ITN, ITB, or other procurement instruments</li> </ul>
			◆ Documentation of opening and scoring of responsiveness of bids or proposals
			◆ Receipt log of all bids, proposals, applications
			◆ Copies of responses and proposals to RFP, ITN, ITB, or other procurement instruments
			<b>Selection documentation</b>
			◆ Documentation of team selection and meetings
			◆ Team evaluations and scoring
			◆ Postings of intent to award
			◆ Bid tabulation, if applicable
			<b>Bidders Conferences</b>
			◆ Documentation of date, places, time, attendees
			◆ Q/A from conference
			◆ Any bid/rfp/proposal clarifications or modifications due to bidders conference
			<b>Notice of Award</b>
			◆ Protests, if any received, documentation and resolution
			◆ Cost/Price Analysis
			◆ Sole Source documentation of posting and approval
			◆ Determination of Need for Contractual Services
			<b>List of other file documents:</b>

# Appendix

# G

## *Financial Checklist Sheet*

# FINANCIAL CHECKSHEET

## GENERAL INFORMATION

<b>DATE OF REVIEW:</b>	<b>DIVISION/DEPARTMENT:</b>
<b>CONTRACT NUMBER:</b>	<b>CONTRACT BEGIN/END DATE:</b>
Name of Contractor:	
Contract Type:	
Contract Manager:	

## FINANCIAL RECORDS

			Review file, explain any N/A. Attach N/A comments to this form
YES	NO	N/A	
			Approved invoices
			Payment verification; include details for services provided, number of hours, time sheets documenting hours worked, rate per hour, name of individual performing services
			Documentation of any problems with payments and resolutions
			Payment activity log: payments made, cumulative payments, contract budget balance
			iRattler reports regarding expenditures and balances
			State or Federal Financial Audits
			Contractor Internal Financial Audits or Reports
			Independent Financial Audits or Reports
			Sample contractor/recipient accounting system and invoices to ensure that funds spent were appropriate and on allowable costs.
			Other file documents or notes regarding concerns or findings:



# Appendix

# H

## *Monitoring Plan*

# MONITORING ACTIVITIES

## GENERAL INFORMATION

<b>DATE OF REVIEW:</b>	<b>DIVISION/DEPARTMENT:</b>
<b>CONTRACT NUMBER:</b>	<b>CONTRACT BEGIN/END DATE:</b>
Name of Contractor:	
Contract Type:	
Contract Manager:	

## MONITORING ACTIVITIES CHECKLIST

YES	NO	N/A	Use this checklist to develop your monitoring plan, track monitoring progress, organize work papers and complete monitoring report.
			Have you identified target dates for goals and tasks to be accomplished?
			Introductory letter sent to contractor?
			Request to contractor to complete self-evaluation?
			Risk analysis conducted?
			<b>Have you determined what monitoring tools will be used?</b>
			✓ Have you formatted monitoring tools to fit the contract that you will be monitoring?
			✓ Have you reviewed the contract file to make sure you have all documentation?
			<b>Monitoring team?</b>
			✓ If yes, have team members been selected?
			✓ If yes, list team members by attachment.
			✓ If yes, have team members been notified?
			<b>Will you do on-site monitoring?</b>
			✓ If yes, provide the monitoring schedule?
			✓ If no, explain?
			<b>Will you do telephone monitoring?</b>
			✓ If yes, provide the schedule for your planned phone calls?
			<b>Will you interview Contractor employees?</b>
			✓ If yes, do you know names, job title and responsibilities of employees?
			✓ If yes, do you have interview questions developed?
			<b>Do you know what documents you will request?</b>
			✓ If yes, do you have them listed out?
			✓ If yes, have you notified the contractor?
			✓ If yes, have you received documents from contractor?

YES	NO	N/A	Use this checklist to develop your monitoring plan, track monitoring progress, organize work papers and complete monitoring report.
			<b>Will you do an entrance Interview?</b>
			✓ If yes, do you have it scheduled with the Contractor?
			<b>Do you have all information and documentation to write monitoring report?</b>
			<b>Were any adverse or nonperformance issues identified?</b>
			✓ If yes, were they discussed with the contractor?
			✓ If yes, has a corrective action plan been developed and agreed upon?
			<b>Was there a prior corrective action plan or audit?</b>
			✓ If yes, have corrective actions been implemented and documented in the file?
			<b>Was an audit required?</b>
			✓ If yes, have a copy(s) placed in the file?
			✓ If yes, have corrective actions been implemented and documented in the file?
			Monitoring Report
			✓ Has Quarterly Report been submitted?
			✓ Has closed out Report been submitted?
			✓ If yes, has the report been reviewed and approved?
			✓ If not, please explain?

# PROGRAM MONITORING

<b>DATE OF REVIEW:</b>	<b>DIVISION/DEPARTMENT:</b>
<b>CONTRACT NUMBER:</b>	<b>CONTRACT BEGIN/END DATE:</b>
Name of Contractor:	
Contract Type:	
Contract Manager:	

## PROGRAMMATIC MONITORING

YES	NO	N/A	This section should be completed based on "all" terms and conditions in the contract and amendments. This information should be used in developing the quarterly monitoring report and any recommendations for amendments or future contracts.
			Name of Project:
			Summary of Project:
			Contract Manager for the Contractor
			Contract and Amendments
			Renewal Clause
			Travel Allowed
			<b>SCOPE OF SERVICES OVERVIEW</b>
			A. What are the Outcomes? (Answer the questions below for each outcome)
			✓ Are required outcomes being met?
			✓ If yes, do you have supporting documentation for the file?
			✓ If no, do you have supporting documentation for the file?
			✓ If no, was this discussed with the Contractor?
			✓ If no, what actions are being taken?
			B. What is the Role of Contractor on the Project Outcomes? (list out each role and answer the questions below)
			✓ Is the Contractor fulfilling their role?
			✓ If yes, do you have supporting documentation for the file?
			✓ If no, do you have supporting documentation for the file?
			✓ If no, was this discussed with the Contractor?
			✓ If no, what actions are being taken?
			C. What is the Role of the Department? (list out each role and answer questions below)
			✓ Is the FAMU fulfilling their role?
			✓ If yes, do you have supporting documentation for the file?
			✓ If no, do you have supporting documentation for the file?
			✓ If no, was this discussed with the Contractor?
			✓ If no, what actions are being taken?

YES	NO	N/A	This section should be completed based on "all" terms and conditions in the contract and amendments. This information should be used in developing the quarterly monitoring report and any recommendations for amendments or future contracts.
			<b>SCOPE OF SERVICES PHASES AND DELIVERABLES</b>
			A: Description of the Major Phases Stages or other organizational Structure of the Project. (list out each phase and answer questions below)
			✓ Is the Contractor fulfilling their role?
			✓ If yes, do you have supporting documentation for the file?
			✓ If no, do you have supporting documentation for the file?
			✓ If no, was this discussed with the Contractor?
			✓ If no, what actions are being taken?
			B. What are the deliverables? Attach list if necessary and answer questions below for each).
			✓ Is the Contractor fulfilling their role?
			✓ If yes, do you have supporting documentation for the file?
			✓ If no, do you have supporting documentation for the file?
			✓ If no, was this discussed with the Contractor?
			✓ If no, what actions are being taken?
			C. What are the final criteria for final completion of the contract?
			✓ FAMUs it appear that the contractor will be able to fulfill this obligation?
			✓ If yes, do you have supporting documentation for the file?
			✓ If no, do you have supporting documentation for the file?
			✓ If no, was this discussed with the Contractor?
			✓ If no, what actions are being taken?
			D. If acceptance testing is applicable, has an acceptance plan been developed?
			✓ If not, is there a timeline for completion?
			✓ If not, will timelines be met?
			✓ If yes,
			✓ Is the Contractor fulfilling their role?
			✓ If yes, do you have supporting documentation for the file?
			✓ If no, do you have supporting documentation for the file?
			✓ If no, was this discussed with the Contractor?
			✓ If no, what actions are being taken?
			E. If software up-dates are applicable:
			✓ Is the Contractor fulfilling their role?
			✓ If yes, do you have supporting documentation for the file?
			✓ If no, do you have supporting documentation for the file?
			✓ If no, was this discussed with the Contractor?

YES	NO	N/A	This section should be completed based on "all" terms and conditions in the contract and amendments. This information should be used in developing the quarterly monitoring report and any recommendations for amendments or future contracts.
			✓ If no, what actions are being taken?
			<b>MODIFICATION OF STANDARD TERMS AND CONDITIONS</b>
			If applicable the monitoring check list for Standard Terms and Agreement should be modified to incorporate these changes.
			<b>PERFORMANCE BOND</b>
			If applicable, is there sufficient documentation to validate that performance bond or other securities were received or still in effect?
			<b>ADDITIONAL TERMS AND CONDITONS</b>
			If yes, each specific requirement as presented in the contract should be monitored and reported on.

## Correct Action Plan (CAP) FORMAT

<b>REVIEW FOR THE PERIOD:</b>	
<b>DATE OF REVIEW:</b>	<b>DIVISION/DEPARTMENT:</b>
<b>CONTRACT NUMBER:</b>	<b>CONTRACT BEGIN/END DATE:</b>
Name of Contractor:	
Contract Manager:	
<b>Name of Project:</b>	
<b>Summary of Project:</b>	

### CORRECTIVE ACTION PLAN

<b>Source</b>	<b>Deficiency</b>	<b>Corrective Action</b>	<b>Target Date</b>	<b>Actual Date</b>
Provide the specific contract requirement or legal source where deficiency is occurring.	Explain the deficiency	Recommended corrective action	Date corrective action should be completed...work with the contractor	Actual date completed.

Provide other information as may be needed or applicable.

# Appendix

# I

## *Contract Routing Process Flow Chart*



**Procurement Services Process Flowchart**

