Guidance on Requirements to Purchase Commodities, Contractual Services, or Licenses

This provides guidance to departments regarding the requirements for the purchase of commodities, contractual services, or licenses either by purchase order or bilateral agreement, the process for the review and execution of bilateral agreements, and the conditions for the approval of bilateral agreements for legality and form by the Office of the General Counsel.

REQUIREMENTS FOR PURCHASES BY PURCHASE ORDER OR BILATERAL AGREEMENT

1. All vendor quotes/proposals/contracts should:
   a. Specify a start and end date and/or provide dates of service;
   b. Provide a clear scope of work, description of goods, and/or list of deliverables;
   c. Describe the basis for payment with pricing by phase, unit, deliverable, and/or fixed cost.

2. Before submitting a vendor quote/proposal/contract through the Contract Management System (CMS) for review or entering a requisition into the Financial Accounting System (FAST), departments should:
   a. Comply with competitive solicitation requirements:
      i. Formal Invitation to Bid, Request for Proposals, or Invitation to Negotiate overseen by Purchasing Services for non-exempt purchases greater than or equal to $75,000;
      ii. Three (3) written quotes for non-exempt purchases greater than or equal to $25,000 and less than $75,000;
      iii. Two (2) verbal or written quotes for non-exempt purchases greater than or equal to $5,000 and less than $25,000;
      iv. Quotes for purchases less than $5,000 may be verbal or written;
      v. Verbal quotes received must be documented with the vendor name, contact name, quote date, details (rates, dates and deliverables);
      vi. Exempt purchases include, emergency purchases, sole source purchases, piggybacking off approved competitively solicited contracts, and types of commodities and contractual services as listed under USF Regulation 4.02010(IV)(A)(3);
   b. Identify funding source and USF Department Approving Officer with authority to commit budget;
   c. Execute an Independent Contract Worksheet for vendor that is an individual, sole proprietor, single member LLC, or other disregarded entity; and,
   d. Obtain University Technology Systems Board (UTSB) approval for a non-standard technology acquisition.

PROCESS FOR THE REVIEW AND EXECUTION OF BILATERAL AGREEMENTS

1. All requests for bilateral agreements to purchase commodities, contractual services, or licenses must be submitted through CMS for review.
2. Departments must complete all informational fields that are part of the vendor quote/proposal/contract.

3. Review will go faster when departments provide the vendor documents in an unlocked MS Word format.

4. Whenever possible, Purchasing Services will incorporate the start and end dates, scope of work, pricing, and other relevant information from a vendor quote/proposal/contract into a USF contract template pre-approved by the Office of the General Counsel for legality and form.

5. In cases when it is necessary, or preferable, to utilize the vendor quote/proposal/contract, Purchasing Services will modify the terms by incorporating a Special Provisions Supplement (SPS) pre-approved by the Office of the General Counsel for legality and form.

6. Upon review, confirming all requirements to purchase commodities, contractual services, or licenses have been met, Purchasing Services will draft the bilateral agreement, execute, and transmit to vendor for countersignature.

CONDITIONS FOR APPROVAL OF BILATERAL AGREEMENTS BY OFFICE OF THE GENERAL COUNSEL

1. Except as described below, no additional legal review is required of bilateral agreements for the purchase of commodities, contractual services, or licenses with a total contract value less than $1,000,000 using a pre-approved USF contract template or incorporating a pre-approved SPS.

2. Additional Legal Review required when:
   a. Total contract value is greater than or equal to $1,000,000 (also requires approval and signature of CFO);
   b. Agreement is for lease of off-campus property;
   c. Vendor will not agree to, or seeks to substantially revise, pre-approved USF contract template or SPS; or,
   d. Potential for significant impact on USF operations, reputation, or brand.