

PURCHASING DEPARTMENT

**POLICY AND PROCEDURE MANUAL**



*Purchasing*

*Department*

ALABAMA A&M UNIVERSITY

NORMAL, ALABAMA

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## **INTRODUCTION**

The Purchasing Department provides centralized procurement services to the Alabama A&M University community and is organized within the Business and Finance Division of Alabama A&M University. Procurement services must conform to Federal, State, and University purchasing codes, statutes, and policies. As a primary University interface for campus departments and hundreds of businesses, Purchasing is especially responsible for projecting a positive and professional image for the University.

The Purchasing Department strives to provide quality services with the highest possible degree of proficiency. The Purchasing Department welcomes any comments or suggestions to improve customer service. Staff members are available to conduct training workshops to assist departments with understanding policies and procedures.

### **Policies and Procedures Manual**

The purpose of the Policies and Procedures Manual is to help the University Community understand the policies and procedures of the Purchasing Department. These policies and procedures are subject to change in a rapidly changing environment (e.g., computer systems, software, administrative procedures, State Laws). Therefore, adding new procedures or revising certain sections or pages of this manual may be necessary from time to time.

The Policies and Procedures Manual incorporates Alabama State laws, University regulations, and good business practices. The Manual also incorporates special requirements imposed by agencies that fund certain University programs.

The policies and procedures herein should be used under normal operating circumstances. Exceptions are allowed when, in the opinion of the Vice President for Business and Finance and/or the Director of Purchasing, they appear to be in the best interest of the University. Exceptions must be properly justified and documented.

This manual has been designed to address most situations; however, it cannot cover all eventualities. This manual has been approved by the Vice President for Business and Finance. Please contact the Purchasing Department if you have questions or suggestions for improving this manual.

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## **1.0 General**

### **1.1 Objective**

The primary objective of the Purchasing Department is procuring, in the most efficient and cost effective manner, the goods and services that support the education, research, and service efforts of Alabama A&M University. The Purchasing Department is in compliance with Federal and State statutes and University policies that govern institutional purchases. The Department's responsibility is to facilitate the procurement objectives of the University in a consistent and orderly fashion, and to foster a high standard of public relations within the University with suppliers and the public. The Purchasing Department is located in Patton Hall, Room 305.

### **1.2 Purpose**

Our mission is to support University departments by providing professional quality service to procure goods and services necessary for education, research and public service missions. To accomplish this mission the Purchasing Department issues purchase orders, solicitations, maintains contracts and assists departments in all procurement matters. The purpose of the Purchasing Department is to:

Provide increased economy in all purchasing activities and to maximize to the fullest extent practicable the purchasing values of funds while ensuring that procurements are the most advantageous to Alabama A&M University and the State of Alabama.

Foster effective broad-based competition for public procurement within the free enterprise system.

Develop procurement capability responsive to appropriate user needs.

Ensure the fair equitable treatment of all persons who deal with the procurement system which will promote increased public confidence in the procedures followed in public procurement.

Provide safeguards for the maintenance of a procurement system of quality and integrity with clearly defined rules for ethical behavior on the part of all persons engaged in the public procurement process.

### **1.3 Policy**

The Purchasing Department's responsibilities include:

- Enforcing Federal, State, and University Policies and Compliance Regulations across the University
- Evaluating Service Capabilities of Vendors to find Opportunities to Leverage Spend, Consolidate Vendors, Gain Efficiencies and Cost Savings
- Creating University-wide Standards and Policies Communicated through Memorandums and other communication tools to Promote Compliance to Initiatives for the Advancement of the University's Mission
- Processing Requisitions
- Issuing Purchase Orders
- Generating Requests for Quotations/Bids

- Managing Vendor Agreements
- Securing and Approving Vendors

## 1.4 Authority

The Purchasing Department has been vested with the sole authority to obligate University funds to outside vendors; therefore, procedures must assure honesty, integrity, and fairness.

## 2.0 Requisitions

### 2.1 Approval of Requisitions

Departments must obtain approval through the Banner System on all Requisitions before they are submitted to the Purchasing Department. Only Budget Unit Heads and those persons to whom approval authorization has been delegated have authority to approve requisitions.

### 2.2 Requisition Procedure

To procure goods and/or services, departments must submit an electronic Requisition (Form FPAREQN). Requisitions are available on the on-line Alabama A&M Banner Native Requisitioning System. Departments will enter and approve Requisitions in the Alabama A&M Banner Native Requisitioning System. For detailed instructions on entering and approving electronic Requisitions, please refer to the Banner Native Requisitioning Workbook you received during your Requisition entry training.

All Requisitions require an Account Number, or FOAP, which consist of:

Fund, which replaces the Fund-Sub fund portion of the Mainframe account number, ex.l-000-xx-xxxx, or 2-201-xx-xxxx

Organization Code, which replaces the budget unit identifier in the Mainframe account number, ex.x-xxx-xx-1234

Account, which replaces the object code in the Mainframe account number, ex-xxx-xxxx-460

Program, replaces the major function identifier of the Mainframe account number, ex.x-xxx-10-xxxx, or 14-xxxx

**NOTE:** On completion a requisition authorizes the expenditure of funds. Therefore, a completed Requisition should be treated as a personal check and a legal document.

### 2.3 Completing the Requisition

A complete and accurate Requisition will ensure receipt of items ordered by the Requisitioning Department.

*"Requisition Number"*  
*"Order Date"*  
*"Transaction Date"*  
*"Suspense"*  
*"Delivery Date"*  
*"Comments"*  
*"Document Text"*  
*"Commodity Total"*

*"Accounting Total"*  
*"Document Level Accounting"*  
*"Requestor"*  
*"Chart of Accounts"*  
*"Organization"*  
*"Email"*  
*"Phone"*  
*"Extension"*  
*"Fax"*  
*"Ship To"*  
*"Attention To"*

**NOTE:** If the requisition is equal to or above the bid limit amount of \$15,000 for commodities and services and equal to or above the bid limit amount of \$50,000 for public works, the requisition will be placed for competitive bidding, and the Purchase Order will go to the successful bidder. A Purchase Order can be awarded to a holder of a standing bid or awarded to the winning bidder of a state contract Invitation for Bid or Request for Proposal or other joint purchasing agreement without competitively bidding the product or service.

## **2.4 Emergency Purchasing**

Enter request in Banner System following procedures in requisition workbook and approvals. Mark your requisition as urgent, and provide a brief explanation of the urgency. Your requisition will be processed according to the delivery date and time designated by the same day service schedule.

***Definition of Emergency:*** Alabama State Law defines an emergency as a danger to public health, safety, or convenience. In case of an emergency affecting public health, safety, or convenience, so declared in writing by the awarding authority, setting forth the nature of the danger to public health, safety or convenience involved in delay, contracts may be released to the extent necessary to meet the emergency without public advertisement. Such action and the reasons, therefore, shall immediately be made public by the awarding authority.

Departments should declare the emergency in writing and explain the nature of the emergency on the Requisition before submitting it to the Purchasing Department. **All emergency purchases must still be competitively bid but public advertisement is not required. All emergencies must be approved by the Vice President for Business and Finance and the President of Alabama A&M University. The President of Alabama A&M University must also write a letter declaring the emergency.**

***Procedure:*** Enter request in the Banner System (time permitting) following procedures in requisition workbook, obtain approvals, then see form for emergency purchase justification.

***Rush Processing:*** The Buyer either: (1) authorizes the purchase and edits the Requisition for final printing of the Purchase Order, and (2) advises the individual to complete supporting documentation or other procedures if necessary.

***Post-processing Procedure:*** After the Requisition is approved for processing, the Director or Buyer will give the vendor copy of the Purchase Order to the individual requesting the hand carry purchase order or directly to the vendor fulfilling the order.

***NOTE: If faxing the order to the vendor, write the Purchase Order number on the fax cover sheet. Write Confirmation Only, please do not duplicate order on the Purchase Order before mailing to prevent a duplicate order.***



## 2.5 After-the-Fact Requisitions

A Requisition is After-the-Fact when commodities or services are purchased before issuance of a Purchase Order. Departments submitting an After-the-Fact Requisition must justify their reasons for making an unauthorized purchase before the Purchasing Department will process the Requisition.

**Procedure:** When a Buyer in the Purchasing Department receives an After-the-Fact Requisition, the Buyer will contact the responsible party and explain proper purchasing procedures. Individuals who obligate the University without authorization may be held personally responsible for the obligation.

**University Policy States:** “The University will assume no obligation except on a previously issued and duly authorized Purchase Order.”

## 2.6 Issuing Checks on Purchase Orders

If a Purchase Order is to be prepaid by check, attach proforma invoice (e.g., copies of contracts, registration forms) to the Requisition. Accounts Payable will process the invoice for disbursement through the disbursement office. Prepaid accounts are not preferred and the department with the aid of the Purchasing Department shall strategically source the commodity or service requested from a vendor that does not require prepayment and will accept purchase orders with at least Net 30 Credit Terms.

**University Policy:** University policy is to pay for goods and services after goods are received and services are rendered.

## 2.7 Priority Classification of Requisitions

The Buyers have discretion to determine whether reasons are legitimate.

NOTE: Due to Alabama State Bid law some Requisitions may be held for bidding. Any commodity totaling \$15,000 or more shall be let by competitive bid unless there is a joint purchasing agreement in place to satisfy the established need, and the Purchasing Department decides to utilize the joint purchasing agreement. If a requisition must be held for bidding, the Purchasing Department will try to accommodate special needs within the guidelines of the procurement process.

## 2.8 Sole/Single Source Commodities (Products)

Departments requesting essential and unique items with special design and/or performance features, such as the following, may obtain Sole/Single Source Commodity classification for these items:

- Unique Capabilities
- Size Constraints
- Portability Requirements
- Instrument Response

The commodity is considered unique to the manufacturer, making it available only through that manufacturer with no comparable commodity available either at the manufacturer or distributor level.

Requisition for Sole/Single Source Commodities totaling \$15,000 or more must be submitted with a Sole/Single Source Justification Form, available on-line via Purchasing

Web Site at *www.aamu.edu*, signed by the Principal Investigator and Director, Chair, or Dean of the requisitioning department. Enter the requisition in Banner Finance System by following procedures in the Requisition Handbook. The Sole/Single Source Justification will be evaluated by the Purchasing Department to verify if the commodity requested is truly the only one available in the competitive marketplace to meet the established need. The Director of Purchasing has the authority to reject a requisitioner's claim to identify a commodity as a Sole/Single Source and may competitively bid the commodity to fulfill the stated need.

## **2.9 Sole Source Procurements**

A contract may be awarded for a supply or service without competition when, under review by the Director of Purchasing or a designee, determines in writing that there is only one source for the required supply or service. Written documentation must include the determination and basis for the proposed sole source procurement. Any delegation of authority by either the Director of Purchasing with respect to sole source determinations must be submitted in writing. In cases of reasonable doubt, competition must be solicited. Any determination that a procurement can only be fulfilled by one vendor must be accompanied by an explanation as to why no other vendor will be suitable or acceptable to meet the need. Any violation by vendor or department personnel shall result in legal actions being taken.

## **2.10 Consultant Services**

Consultant services shall be obtained using the competitive purchasing procedures as appropriate unless specifically exempted by the Alabama Bid Laws.

Alabama Code – Section 41-16-21.2 states,

“Competitive bids shall not be required for utility services where no competition exists or where rates are fixed by law or ordinance, and the competitive bidding requirements of this article shall not apply to: The purchase of insurance by the state; contracts for the securing of services of attorneys, physicians, architects, teachers, artists, appraisers, engineers, or other individuals possessing a high degree of professional skill where the personality of the individual plays a decisive part; contracts of employment in the regular civil service of the state[...].”

Therefore, most consultant services do not require competitive bids. Consultants perform their services on a fee basis, are contracted for a defined period or specified project and generally produce written reports during and at the end of their services. Competition, a critical element in the procurement process, will be maximized in the solicitation phase of the procurement. Departments requesting consultant services should submit a Consultant Form to the Department of Human Resources. Purchasing will receive a copy of this Consultant Form as verification and proof that competitive bids were not required to be let to free and open competition.

## **2.11 Procedures for Developing a Requisition Request**

Requisitions: The requisition form for supplies, equipment and miscellaneous services is the official University document used to initiate a purchase transaction.

Preparation of Requisitions: All Purchase requisitions should be entered in the University's Banner Finance System by using the Internet Native Site.

### **Online Requisitions/Approvals: Requisitions/Purchases Up To \$14,999.00**

Enter Requisition in Banner System following procedures in Requisition Processing Handbook.

The initiator/requestor ensures approvals by the appropriate personnel. Such approval(s) must be obtained prior to forwarding requisitions to the Purchasing Department. If the requisition is to be charged to a sponsored account, it must be cleared through the applicable research, and/or grants office. The department head in charge of the account(s) supporting the expenditure is responsible for the legitimacy of the expenditure. Once appropriate approvals have been obtained by authorized personnel, the Purchasing Department staff will process the requisition in accordance with established policies and procedures and mail the purchase order to the successful vendor. The Purchasing Department shall annotate the purchase requisition: Price is fair and reasonable and sign. Such purchases shall be distributed equitably among qualified suppliers. When practical, a quotation will be solicited from other than the previous supplier prior to placing a repeat order. A quotation should be provided to verify the cost entered in BANNER.

State of Alabama law requires that vendors on purchase orders of \$5000.00 or more have a completed Vendor Disclosure Statement. A new, notarized Vendor Disclosure Statement is required each time for all bids, grants, proposals, or purchase orders

Requisitions/Purchases \$15,000.00 or above

Under State of Alabama Bid Laws these purchase are subject to competitive bidding. Bids are open for a minimum of ten days to allow vendors sufficient opportunity to respond.

## **2.12 Changes by Purchasing Department**

The Purchasing Department may delete an item on a Requisition and buy the item from another vendor to take advantage of special circumstances, preferred pricing, or existing contracts. The Purchasing Department may shift an order entirely to another vendor for better prices, service, or delivery. The Purchasing Department will maintain quality standards. For these and other reasons, no commitments, expressed or implied, should be made by Alabama A&M University departments (other than the Purchasing Department) to vendors.

## **2.13 Small Business/Small Disadvantaged Business Policy**

The Purchasing Department's policy is to solicit quotations from Small Business and Small Disadvantaged Business vendors. The Purchasing Department maintains a library of directories of Small Business and Small Disadvantaged Business vendors. Departments should consult these directories for products and services they require.

## **2.14 Authorized Departmental Purchasing**

Although the Purchasing Department conducts all purchasing activities for Alabama A&M University, the following are delegated to the Accounts Payable department:

**Direct Payables: These are examples of payments for non-commodity purchases that do not require requisitions or purchase orders:**

- Postage
- Salaries and Wages
- Bonds of Officials or Employees, Licenses, Certifications, etc.
- Utility Services (gas, water, electricity, telephone)
- Inter-departmental Purchase of Materials or Services

## **2.15 Planning Purchases and Requisitions**

Departments should plan their purchases to meet the demands of both the vendor and the department. After a properly prepared and approved Requisition is received, the time to issue a purchase order and secure delivery varies according to: (1) the workload in the Purchasing Department and (2) the vendor's ability to deliver. Delivery depends on the vendor's stock and any problems the vendor has producing goods or securing delivery from suppliers. Planning allows time for the Purchasing Department to obtain the best value.

## **2.16 Standard and Commonly Used Items**

Departments should requisition standard, commonly used, and repetitively used items in advance of dates needed. For better pricing and to prevent delays in receiving merchandise, departments should request: (1) the largest possible quantity of a single item and (2) as many kinds of items as possible from a common supply source or vendor. Examples include laboratory reagents, glassware, filter paper, and rubber or plastic tubing.

## **2.17 Small Orders**

Departments should avoid frequent small orders. Decreasing the frequency and increasing the quantity of repetitive orders allows better utilization of the resources of Purchasing personnel.

**NOTE:** Vendors resist delivery and invoicing of orders when the cost of delivery and invoicing is greater than the gross mark-up on the materials sold. Also, a larger number of small orders increases processing costs to Alabama A&M University.

## **2.18 Consolidation of Similar Items**

The Purchasing Department will consolidate similar items or items from common sources for maximum quantity discounts and best vendor service. The Purchasing Department will consider delivery schedules, item costs, and Alabama State laws.

## **2.19 Prohibited Purchases**

Alabama A&M University does not permit the purchase of items for the sole personal use or benefit of faculty and staff members and those serving in a contractor or consultancy status. Such items include:

- Holiday, Get-Well, and/or Bereavement Cards
- Retirement/Recognition gifts
- Flower vases and arrangements
- Adjustable monitor stands
- Head and Foot Rests
- Heaters
- Fans

These items are not to be provided by University funds. Individuals who wish to have such items in their offices should buy them with personal funds. University policies forbid Purchase Orders to be let to buy personal items.

## **2.20 Breakroom Equipment and Supplies**

### **Beverages, Snacks, Breakroom Equipment, and Supplies**

In order for Alabama A&M University to promote its interests and achieve its goals of

increasing enrollment, recruiting the best students, athletes, faculty, staff, and vendors, hospitality and good cheer are required. Therefore, it is in the interests of the University to allow for departments that have a high likelihood of interacting with the community, vendors, and hosting meetings with those individuals and companies with the potential to promote the University's interests to purchase coffee, water, tea, juice, and snacks, and the equipment and ingredients to make the aforementioned enjoyable. Such ancillary equipment and ingredients would include coffee pots, coffee makers, creamer, sugar, tea packets, microwaves, and refrigerators etc.

The State of Alabama's procurement regulations and Attorney General's Opinions generally outlaw personal purchases that give a benefit to employees of the State. For this reason, the AAMU Purchasing Manual now also allows for the purchase of snacks, water, juice, etc. but not for employee consumption. Such commodities may be purchased but be for the consumption of students, consultants, recruits, vendors, non-employee donors, and other non-employees of the State under the pretense that doing so does not violate any NCAA rules and regulations nor allows the University to face any adverse liability. When such items are requisitioned, it is the responsibility of the department to name the party or parties who will directly benefit from the purchase of such goods within the Banner requisition's Item or Document Text.

Paper or plastic cups, plates, and plastic eating utensils are also allowable breakroom supply purchases. Such purchases are allowable according to Alabama Attorney General's Opinion 96-00092 as they have a positive effect on employee morale. The volume and frequency of such purchases per department shall be reasonable as determined by the Director of the Purchasing. Budget managers have the responsibility of ensuring their assigned budgets are being allocated efficiently and with the utmost integrity.

#### **Microwaves and Refrigerators**

Purchases of microwaves and refrigerators are allowable according to Alabama Attorney General's Opinion 96-00092 as they have a positive effect on employee morale.

Microwaves and refrigerators shall not be purchased for the exclusive use of any one individual unless a department contains only one member. Microwaves and refrigerators shall be purchased for departmental use only and be centrally located within each office so as to be accessible to all members. Mini refrigerators shall be the standard issue allowable for purchase. However, if a department's employee count is too numerous (five (5) or more members) to reasonably accommodate a mini refrigerator, a full-size refrigerator shall be allowable. The volume and frequency of such purchases per department shall be reasonable as determined by the Director of the Purchasing. The Director of Purchasing reserves the right to deny a request for such equipment given any reason for suspicion of abuse of this policy. Budget managers have the responsibility of ensuring their assigned budgets are allocated efficiently and with the utmost integrity.

Purchases of microwaves and refrigerators for scientific research purposes and other educational use shall not be restricted.

## **2.21 Apparel Purchases**

Apparel purchases with public funds of the State are allowable under specific circumstances. Purchases of apparel *for employees of the State* are allowable if necessary for its employees to wear while in the performance of his or her official duties and if that determination is reasonable under the circumstances presented per AG's Opinion 2013-060.

AG's Opinion 2008-010 found that it may be necessary and reasonable for employees performing compliance, regulatory, and enforcement duties to have distinctive clothing provided with State funds.

AG's Opinion 2002-079 allows for state funds to be expensed to purchase distinctive attire for employees when such attire is necessary to perform their statutory duties and such duties require representing the State before local, state, and regional governing bodies, coordinating economic development efforts with private and public economic development organizations, encouraging trade with other countries, and recruiting companies both abroad.

Alabama A&M University's administrative departments may have a legitimate need for such clothing per the provisions of AG's Opinion 2002-079. If so, such purchase requests for distinctive attire for employees should be modest in both volume and price. The Director of Purchasing shall determine if such purchase requests are modest considering both volume and price and may outright reject such purchase requests or request that the department decrease the requested volume to a more modest quantity.

The aforementioned Attorney Generals' Opinions apply to the purchases of distinctive clothing for *employees* of the State. Such provisions are not applicable to purchases of clothing for students for which there are no statutes prohibiting the use of State funds for students' participation in University activities where distinctive clothing may be utilized.

## **2.22 Student Awards for Achievement and Participation**

Awards may be provided to acknowledge student achievement and participation using State funds.

When State funds are being used, students may be offered awards for achievement and participation in the form of a certificate, trophy, plaque, or promotional item such as customized or branded office supplies or apparel obtained from one of the University's preferred vendors in this spend category. If an award is offered for participation, all students must be eligible to participate. Using State funds, awards shall not be provided via gift card.

When federal funds are being used to award students for achievement, participation, or research, the method of award is determined within the parameters of the grant, proposal, or project. Compensation may be offered via gift card if allowable within the parameters of the grant, proposal, or project. If awards are provided using federal funds for participation, all students must be eligible to participate.

## **2.23 Major Equipment Purchases**

To increase efficiency and reduce costs, major equipment purchases shall be based on the following considerations:

- Compatibility
- Dependability
- Durability
- Economy of operation
- Funding
- Productivity
- Quality
- Savings in time or labor costs

***Equipment with Special Requirements:*** The requisitioning department must obtain special approvals when purchasing an equipment item with the following special requirements:

- Uses non-standard electrical outlets
- Exceeds space requirements
- Weights 2000 pounds or more

The department must contact Physical Facilities to determine availability of electrical power and check space requirements and floor loading, as applicable.

## **2.24 Separating Requisitions by Vendor**

Departments should submit requisitions by vendor rather than by classification of materials and/or equipment ordered. Submit one requisition for all items to be purchased from a single vendor.

## **2.25 Vendor Selection**

Departments should use Purchasing's preferred vendors obtained via competitively bid Requests for Quotations, Requests for Proposals, and Joint Purchasing Agreements when identifying vendors to fulfill expressed needs as doing so ensures the University's compliance to State of Alabama Competitive Bid Laws. Departments have the autonomy to use other vendors but not so frequently and voluminously that the University and the Purchasing Department would be susceptible to non-compliance. The Purchasing Department has the sole authority to require departments to use competitively bid vendor relationships.

## **2.26 Sources for Non-Standard Items**

Departments should suggest supply sources for non-standard items when the Purchasing Department expresses hardship in identifying adequate vendors to provide a desired commodity or service. Although the Purchasing Department has the final authority for vendor selection, departments' inputs will be considered.

## **2.27 Pricing Policy**

The Buying Staff remains aware of most current prices through study of published price lists, salesmen-provide price information, or published market data. If a price cannot be determined

from these sources, the price is established through estimation, verification, or competitive bid. Due to rapidly changing prices and the vast assortment of commodities purchased by Alabama A&M University, departments should provide dollar value estimates on Requisitions if actual prices are unknown. (Example: service call)

## **2.28 Pricing Agreements**

The following types of pricing agreements are available to Alabama A&M University for purchasing of materials, supplies and equipment:

- Educational and Institutional Cooperative Service Contracts
- General Services Administration Contracts
- Manufacturer, State, Local, or University Established Contracts
- Competitive Bids
- State contracts

## **2.29 Travel Regulations/Guidelines**

The University's Travel policy can be found at the link below:

[http://www.aamu.edu/administrativeoffices/hrservices/Documents/Procedure%203.4%20-%20Travel%20%20%20Revised%202015-03-09%20\(FINAL\).pdf](http://www.aamu.edu/administrativeoffices/hrservices/Documents/Procedure%203.4%20-%20Travel%20%20%20Revised%202015-03-09%20(FINAL).pdf)

Alabama A&M University is now utilizing a travel tool called Egencia for reserving and booking Airline tickets. Employees are required to use this tool. Airline tickets are not secured until the funds are encumbered, an encumbrance number is approved through the BANNER system, and a Travel Authorization Request Form signed and dated by both the Traveler and the Department Head. If funds from Sponsored Programs are being used, the Provost must also sign and date the Travel Authorization Request Form.

One encumbrance should be created to cover airfare and all estimated, reimbursable travel expenses. Such travel costs include registration fees, airfare, lodging, meals, baggage fees, parking, out-of-pocket transportation costs, and any miscellaneous travel expenses. When registration fees are included in the encumbrance value, the registration fees should be allocated to the appropriate Conference/Workshop Account in Banner separate from the other expenses to be allocated to the appropriate Travel Account. Departments have the liberty to submit requisitions for the payment of registration fees as well.

## **2.30 Entertainment Policies Including Guest Meals, Business Meals, Receptions, Gifts, and Flowers**

It is understood that the business of the University requires some expenditures of an entertainment nature. In all cases, however, there must be a clear, documented, business purpose for the event/expenditure that indicates the event's benefit to the University. This policy is intended to be neither all-inclusive nor to address every situation which may arise.

In general, State laws and regulations expressly prohibits the University from spending University funds on alcohol; spouse meals and travel expenses; tickets to athletic and cultural events; and expenses associated with social events.

In addition, OMB Circular A-21, which dictates Federal cost principles for educational institutions, requires that the type expenses addressed in this policy be captured separately as they are considered generally unallowable. Therefore, appropriately sub-coding such



expenditures is required.

From an Internal Revenue Service prospective, for meal and entertainment to qualify as a business expense, they must be **ordinary and necessary** and not lavish and/or extravagant and must be directly related to or associated with the University's mission. In addition, an Alabama A&M University employee must be present at the meal/event for it to meet the IRS business expense regulations. Because the IRS imposes strict substantiation /documentation requirements on such expenditures, the University must be able to provide the following documentation on such expense and requires the following information to be included in the Banner requisition's Document Text:

Amount

Date, time, and place

Business purpose causing the expenditure

Business relationship to the University of each person in attendance

Name and Title of each person in attendance

Employee and/or Student Identification Numbers of all individuals in attendance, when applicable

An agenda of the event must accompany the requisition as supporting documentation

If the event a hosted meal was provided off-campus or was provided due to the University's food service provider confirming their inability to provide the hosted meal, it is allowable for an individual to purchase food items and seek reimbursement. The University's exclusive food service vendor has right of refusal rights.

See this Purchasing Policy Manual's Appendix for the Official Procedure (Currently In Review).

### **Software License Agreements**

All Software License Agreements requiring the signature of a University official must be attached to the requisition and forwarded to the Purchasing Department. The Purchasing Department will have the agreement reviewed by Legal Counsel and will obtain appropriate University signatures. Departments purchasing the software are responsible for following all terms and conditions of the licensing agreement.

**NOTE:** Many software vendors require a license agreement to be executed when software is purchased. A license agreement states the terms and conditions of using the vendor's software.

### **2.31 Repair of University Equipment**

Departments must obtain an authorized Purchase Order before sending out University property for repair or estimate, including warranty repairs. The Requisition must include the following details:

Serial number

Alabama A&M University Property ID Number

Problem

Contact Person Telephone Number

### **2.32 University Bookstore Purchases**

Departments can purchase all items from the University Bookstore that are available from the University Bookstore. Purchase textbooks on a University Requisition Form via University Purchase Order system.

### **2.33 Advertisements**

Type the advertisement on a separate sheet and attach to a Requisition.

**Promotional Activity:** University Relations has final approval on all public promotional activity advertisements. (e.g., brochures, ads for newspapers and magazines) to ensure conformity to University policy. Advertisements must have the Department Dean/Director's approval before being submitted to University Relations.

### **2.34 Contracting Services from Individuals**

Individual service providers and consultants whose services do not require competitive bidding per Alabama Code 41-16-51(a)(3) include:

- Architects
- Engineers
- Lawyers
- Physicians
- Draftsmen
- Artists
- External Financial Advisors
- Performing Artists
- Trustees
- Professional Consultants

Departments should contract with persons or firms according to normal purchasing procedures. No University commitment will be recognized until a fully executed Contract for Professional Services, Consultant/Service Vendor Dynamic Form, and Purchase Order have been approved.

### **2.35 Federal and State Surplus**

Alabama A&M University is eligible to purchase from Federal and State surplus agencies. Equipment may be purchased, when authorized, from federal surplus sales.

1. If the equipment originally costs the U.S. Government \$2500.00 or more, the equipment is classified as "Restricted" and cannot be disposed of or removed from the State unless approved by the Alabama State Agency or Surplus Property.
2. If the equipment is to be used for the purpose originally intended, the equipment is set up in AAMU property and accounting record as other capital equipment. If the property is acquired for spare parts, fabrication, etc., it is expensed.

### **2.36 Professional Memberships**

The University is authorized to hold membership only in an institutional capacity. Individual memberships requires supervisor's approval, may be paid from University funds in limited circumstances where there is a direct and documented benefit to the University.

## **2.37 Uniform Policy Regarding Funds**

The purchasing and bidding policies described in this manual apply to all University funds regardless of source. All funds deposited with A&M are University funds and must be handled consistently according to University policies except where direct conflict occurs with specific provisions of the gift, grant, contract, or restricted account. Any request for the use of federal funding must be cleared using the Excluded Parties List System (EPLS) before a purchase order can be processed. This form must be attached for documentation.

## **2.38 Purchasing of Maintenance Services and Materials**

The following maintenance items require approval by Physical Facilities before a Purchase Order can be issued.

### **Building repairs and alterations that include:**

- Installation and/or repair of heating and air-conditioning equipment
- Installation and/or repair of plumbing systems
- Installation and/or repair of electrical systems and equipment
- Building supplies and materials (e.g., paneling, sheetrock, lumber, hardware)
- Interior or exterior paint
- Installation, replacement, or repair of carpeting
- Installation or repair of drapes and Venetian blinds
- Purchase and/or installation of window glass
- Cleaning services for upholstered furniture
- Landscaping services
- Fence installation
- Electric space heaters
- Keys and locks for buildings
- Bulletin boards for corridors and hallways
- Federal and state flags and poles for outdoor use
- Pest control services and supplies
- Fire extinguisher equipment
- Picnic tables
- First aid kits and supplies, unless centrally located for departmental use

## **2.39 Lease/Purchase Arrangements**

Equipment obtained under a Lease/Purchase arrangement will be inventoried at the Lease/Purchase value.

## **2.40 Code of Ethics**

The following Code of Ethics has been adopted by the University from the National Association of Educational Buyers (NAEB):

1. Give first consideration to the objectives and policies of my institution.
2. Strive to obtain the maximum value for each dollar of expenditure
3. Decline personal gifts or gratuities.
4. Grant all competitive suppliers equal consideration in so far as State or Federal statute and institutional policy permit.
5. Conduct business with potential and current suppliers in an atmosphere of good faith, devoid of intentional misrepresentation.
6. Demand honesty in sales representation whether offered through the medium of a verbal or written statement, an advertisement, or a sample of the product.

7. Receive consent of originator of proprietary ideas and designs before using them for competitive purchasing purposes.
8. Make every reasonable effort to negotiate an equitable and mutually agreeable settlement of any controversy with a supplier; and/or be willing to submit any major controversies to arbitration or other third party review, in so far as the established policies of my institution permit.
9. Accord a prompt and courteous reception in so far as conditions permit to all who call on legitimate business missions.
10. Cooperate with trade, industrial, and professional associations and with Governmental and private agencies for the purpose of promoting and developing sound business methods.
11. Foster fair, ethical, and legal trade practices.
12. Counsel and cooperate with NAEB members and promote a spirit of unity and a keen interest in professional growth among them.

### **Conflict of Interest/Prohibited Activities**

University employees must comply with: (1) the Code of Ethics for Public Officials, Employees, etc. (Chapter 25, Code of Alabama); (2) applicable provisions of the University Faculty and Staff Handbooks, as appropriate; (3) other University policies as may be adopted in the future.

#### **University employees may not:**

- Use their offices for direct personal gain for themselves, their families, or businesses with which they or family members are associated, unless specifically authorized by law.
- Solicit or receive anything of value including gifts, favors, services, or promises of future employment based on the understanding that an official action would be influenced thereby.
- Disclose or use confidential information gained in the course of or by reason of their official positions in any way that could result in financial gain for them, their families, or any other person(s).

### **3.0 Requests for Reimbursement**

The Purchasing Department will not authorize the issuance of a purchase order for the reimbursement of employees of Alabama A&M University and its affiliated organizations, such as the Alabama Cooperative Extension System and North Alabama Center for Educational Excellence (NACEE), for purchases of commodities when a vendor that accepts purchase orders should have been requisitioned. Reimbursement is allowable for the payment of membership dues to professional organizations, travel-related expenses, unique commodities that are not available from a vendor who accepts purchase orders, and off-campus meals provided in support of an AAMU-sponsored event or conference or in cases where the University's food service provider refuses an opportunity to provide food services. The University's absence of a campus-wide purchasing card program makes reimbursement an understandable and necessary procedure at some times. However, the University's departments are encouraged to work cooperatively with the Purchasing Department in identifying vendors that will

accept purchase orders and are expected to use such vendors. If it is determined that a vendor that does accept purchase orders could have been sought, the reimbursement will be denied. Departments should consult the Purchasing Department and its resources published on its website to identify vendors that accept purchases orders to meet a variety of needs that they may have.

## **4.0 Purchase Orders**

### **4.1 Policy**

A Purchase Order is the formal document that authorizes the acquisition of goods or services.

No individual has the authority to enter into purchase contracts or in any way financially obligate the University except the Director of Purchasing or Buyers. Purchases made that obligate the University without a Purchase Order are unauthorized.

### **4.2 Procedure**

Purchase Orders will be issued after:

- (1) Requisitions are approved and processed and
- (2) Bids are solicited and secured, if applicable.

### **4.3 Tax Exemption**

Alabama A&M University is an instrumentality of the state and is tax exempt.

### **4.4 Expediting Delivery Status and Changes**

Contact the Purchasing Department's Expediter when you:

- Have questions about your Purchase Order.
- Receive incorrect or damaged merchandise.
- Receive duplicate shipments.
- Need shipping information. Need to return merchandise.
- Receive a shipment that you did not order.
- Check delivery status of the Purchase Order. Make changes to the Purchase Order.

When checking on status or making changes, please provide the Expediter with the following information:

- Purchase Order number
- Vendor's name
- The item(s) in question
- Date item was received

- Method of receipt (i.e., Central Receiving or direct shipment)  
Reason for the return (for more information on returns, see below)

## 4.5 Returns to Vendors

Departments should contact the vendor for return authorization. After receiving authorization, departments should contact Central Receiving to coordinate the return to vendor. Possible reasons to return items include: incorrect or damaged items, duplicate shipments, unordered items, or items unacceptable for other reasons. This procedure ensures proper insurance coverage and traceability of the items being returned. Items received against a Purchase Order are not to be returned by the U.S. Postal Service.

### **Retain original packaging until advised by Central Receiving.**

Departments should provide Central Receiving with the following information:

Purchase Order number  
Vendor's name  
The item(s) in question  
Date item was received  
Method of receipt (i.e., Central Receiving or direct shipment) Reason  
for the return (for more information on returns, see below)

**NOTE: Any packages shipped without first consulting Central Receiving cannot be traced. Departments and individuals will be held responsible for lost packages shipped other than by Central Receiving.**

## 4.6 Central Receiving Policy

Shipping and receiving responsibility for merchandise delivered to the University begins upon receipt of the merchandise and ends on acceptance by the requisitioning department.

Shipping and receiving delivers merchandise directly to the requisitioning department.

To complete delivery, all items bought on a purchase order must be checked and signed for by an authorized individual in the requisitioning department. All documentation (e.g., packing list, invoices) that come with the package will be sent to the department.

**Large Equipment:** Alabama A&M forklift capacity is 4000 pounds. If ordering equipment larger than 4000 pounds, contact a Buyer, before the Purchase Order is issued, to make arrangements for unloading.

## 4.7 Invoices

Invoices received from vendors must be forwarded to Accounts Payable. Accounts Payable will issue payment only after receiving an original invoice that references an Alabama A&M Purchase Order number.

## 5.0 Change Orders

### 5.1 Origination

The Change Order Form (FPACHAR) is used to revise header, commodity, and accounting information on a completed, approved, and posted purchase order. You cannot change the

following: the Vendor, the Currency Code, the document type (i.e., regular versus standing), and the Document Accounting indicator. You can change the monetary amounts of the distributions and add new ones. Change orders are to be communicated to the Purchasing Department by email to the Purchasing Agent responsible for processing the request as determined by the work assignment distribution found on the Alabama A&M University Purchasing Department webpage.

## **6.0 Bids**

### **6.1 Policy**

Article 2, Section 41-16-20 of Public Contracts of the Alabama Competitive Bid Law establishes that contracts involving \$15,000 or more made for or on behalf of the Board of Trustees of Alabama A&M University, regardless of nature, shall be let by free and open competitive bidding, on sealed bids, to the lowest responsible bidder, except, as otherwise provided. This policy is true for all contracts involving \$15,000 or more whether contracts involve labor, services, or work; or for purchase or lease of materials, equipment, supplies, or other personal property

### **6.2 Preparation of Bids**

**6.2.1** All Solicitations are subject to the provisions and requirements of any applicable laws within the Code of Alabama 1975, including but not limited to the Sections 41-16 and/or 39-2, and the rules, regulations and policies of Alabama A&M University.

**6.2.2** Bidders are expected to examine the complete Solicitation and all attachments including drawings, specifications and instructions. Failure to do so is at Bidder's risk.

**6.2.3** All Responses should be legible. A legally authorized company representative shall sign all responses in the appropriate location. Erasures or other changes must be initialed by the person signing the response. Signature on response certifies that the Bidder has read and fully understands all specifications and instructions and agrees to all terms and conditions stipulated in the solicitation.

**6.2.4** Bidders shall furnish information required by the Solicitation in the forms requested. The University reserves the right to reject all responses with incomplete information or which are presented on different forms than what are required.

**6.2.5** Prices shall be entered in spaces provided on the form. All unit prices and mathematical extensions and totals shall be indicated where required. In cases of error in extension or totals the unit price will govern.

#### **6.2.6 Consultant's E-Verify Clause and Affidavit**

Effective January 1, 2012, this notice shall be provided in all Invitation to Bid (ITBs) to provide labor, supplies, or services to Alabama A&M University pursuant to contract which are required by law to be publically bid.

E-Verify-Notice

The Beason-Hammon Alabama Taxpayer and Citizen Protection Act, Act No. 2011-535, *Code of Alabama (1975) § 31-13-1 through 31-13-30* (also known as and hereinafter referred to as “the Alabama Immigration Act”) is applicable to contracts with Alabama A&M University (the "University"). As a condition for the award of a contract and as a term and condition of the contract with the University, in accordance with § 31-13-9 (a) of the Alabama Immigration Act, any business entity or employer that employs one or more employees shall not knowingly employ, hire for employment, or continue to employ an unauthorized alien and shall attest to such by sworn affidavit signed before a notary. Such business entity or employer shall provide a copy of such affidavit to the University as part of its bid or proposal for the contract along with documentation establishing that the business entity or employer is enrolled in the E-Verify program. The required affidavit form is included in the appendix.

At the time of execution of the awarded contract, the contractor will be required to execute another affidavit in substantially the same form. In addition, during the performance of the contract, such contracting business entity or employer shall continue to participate in the E-Verify program and shall verify every employee that is required to be verified according to the applicable federal rules and regulations. The contracting business entity or employer shall assure and require that every subcontractor performing under the contract shall also comply with §31-13-9(c), and the contracting business entity or employer shall maintain records that are available upon request by the University, state authorities, or law enforcement to verify its compliance and the compliance of all subcontractors with the requirements of the Alabama Immigration Act. *The University at its sole discretion may allow a reasonable period, not to exceed ten (10) business days, for submission of the required documents and compliance with the Alabama Immigration Act. However, the University has no duty to alert any party that their documentation is non-conforming in any aspect. Failure to comply with these requirements may result in breach of contract, termination of the contract or subcontract, and possibly suspension or revocation of business licenses and permits in accordance with §31-13-9 (e) (1) & (2) or in the case of a subcontractor, in accordance with §31-13- 9 (f) (1) & (2).*

#### **6.2.7 Exemptions from Bidding**

**Exemptions:** Article 2, Section 41-16-21 of Public Contracts of the Alabama Competitive Bid Law states that competitive bids shall not be required for utility services where no competition exists or where rates are fixed by law or ordinance. Furthermore, competitive bids are not required for the following:

1. The purchase of insurance by the State, Securing the services of attorneys, physicians, superintendents of construction, artists, appraisers, engineers, and other individuals possessing a high degree of professional skills where the personality of the individual plays a decisive part.
2. Contractual services, purchase of personal property, purchase of



commodities that have only one vendor or supplier, and other purchases that by their very nature are impossible to award by competitive bidding.

**6.2.8 Small Businesses**

**Small Businesses:** The Purchasing Department facilitates Small Business and Small Disadvantaged Business participation by including these vendors on all possible University solicitations. Timeframes for bid response, preparation, and delivery will be designed to facilitate qualified participation without being detrimental to either the program or sound procurement practices.

**6.2.9 Bids and Pricing Guidelines**

As a state institution, Alabama A&M University is subject to the requirements of the State of Alabama Competitive Bid Law. This law requires that all purchases and/or contracts for labor, services, materials, equipment, and supplies within the fiscal year that will total \$15,000 or more must be bid. Competitive, sealed bids shall be requested by the Department of Purchasing on any item or group of like items costing \$15,000 or more annually. Vendors have approximately two weeks from the time bid requests are sent out to submit bids to the Office of Purchasing. Bids received will be opened by the Director of Purchasing (or his/her designee) at the date and time established in the bid specifications.

Bids will be solicited when considered to be in the best interest of the University. The Purchasing Department has the authority to use the following guidelines:

<u>PRICE RANGE</u>	<u>PROCEDURE</u>
\$0 to \$14,999.99	The Purchasing Department receives quotations with supporting documentation attached to Requisitions.
\$15,000 and above	Whether single items or like items, the Purchasing Department will secure sealed bids. Requisitions for Sole/Single Source Commodities must be accompanied by a Sole/Single Source Justification form signed by the Principal Investigator, Department Director/Chair/ Dean, and Vice President. The Purchasing Department will decide whether a Requisition is a Sole Source based on information verified by vendor, requisitioner, and market data.

**6.3. Procedure**

Requisitions of like items during a fiscal year result in bid solicitation when the total cost exceeds the bid amount designated by Alabama Competitive Bid Law.

**Bid Requests:** Bids are open for a minimum of a ten day period to allow vendors sufficient opportunity to respond. Bids are accepted at the Purchasing Department before the opening date and time designated on the bid request. Bids are stamped with the date and time they are received in the Purchasing Department. Faxed bids cannot be accepted.

General conditions are included with each bid proposal. See appendix for a sample copy of General Conditions. Also see appendix for a sample copy of the Request for Bid Quotation Form.

**Bid Responses:** Bid responses are tabulated and then evaluated by the requisitioning department. After evaluation and documentation, the bid is awarded to the lowest responsible bidder. The Requisition is then processed into a Purchase Order to the successful bidder.

#### **6.4. Bid List and Vendor Selection**

The Bid List used by The Purchasing Department comprises all vendors who have:

- (1) formally requested to be placed on the Alabama A&M Bidders List.
- (2) listed the commodities and/or services and their corresponding spend categories in which they specialize.

The first step in selecting vendors is often research. The Purchasing Department will solicit bids to a vendor suggested by the department on the Bid Request Form even if the vendor is not listed on the bid list. All bids are made public by advertising so that all interested vendors may solicit a bid package for consideration.

Past performance and cooperation with Alabama A&M are important factors in vendor selection. At the Buyer's discretion, all vendors who can provide quality products and services at competitive pricing will be considered for competitive bidding.

Vendors will be removed from the Bid List if after three consecutive bid solicitations, the vendor fails to respond or unsatisfactory past work performance warranted the removal.

Small Business and Small Disadvantaged Business are welcomed to participate in all bid opportunities. Alabama A&M University seeks to identify Small Businesses and Small Disadvantaged Businesses to solicit interest in participating on bid opportunities.

The Purchasing Department consults Federal Purchasing Agencies, joint purchasing agreements, and sourcing catalogs such as ThomasNet.com to identify qualified vendors in a variety of spend categories.

#### **6.5. Preparing and Evaluating a Bid**

Bidding goods and services is a useful process for several reasons. The bidding process:

- allows the buyer to "comparison shop" for the best pricing and service.
- allows the buyer to make an informed and objective choice among potential vendors
- encourages competition among vendors
- gives the buyer a standard for comparing price, quality, and service
- gives the buyer a list of qualified vendors for future bids.

The bid process begins with the buyer developing a set of specifications or objectives. The buyer must do some homework, and be able to define the requirements exactly. The buyer can consult colleagues, technical personnel, trade manuals, and vendors for assistance in developing specifications. The buyer then communicates the requirements to the selected vendors by a written Request for Quotation (RFQ) or a Request for Proposal (RFP).

1. The RFQ process is designed to identify the vendor who can meet the buyer's requirements for the best price. The RFQ should be used for bidding familiar, standard items. Price, delivery and inventory are usually the most important elements of the RFQ. The RFQ should contain

ALL the information necessary for the vendor to submit a valid quote:

The product(s) should be described in detail.  
Specifications should be clear, concise and complete  
Quantity, quality requirements, packaging, F.O.B. point, payment terms, and warranty, delivery and inventory requirements should all be included in the RFQ.

2. An RFP should be used for bidding services such as consulting, advertising, publication, maintenance, and computer programming. The RFP usually begins with a statement of purpose or goals and objectives-what the buyer hopes to accomplish. The RFP should clearly define an acceptable level of performance for the vendor and a definite timeframe for achieving this goal should ask the vendor to describe the qualifications of those individuals who may be involved in implementing the goals and objectives of the RFP should ask for all of the information contained in an RFQ (see above) but also can ask for input from the vendors. The vendors might be asked how they would meet a specific objective, what unique contributions they would make toward achieving the goals outlined in the proposal, and what alternative proposals they would offer. The vendors might also be asked to solve specific problems concerning time constraints, new technology, or on-the-job training for end users. "How" is as important as "how much."
3. Tips on preparing a bid (RFQ or RFP):

The buyer needs sufficient time to prepare a good bid and the vendors need sufficient time to respond (two to four weeks). All vendors should receive identical copies of the RFQ or RFP and any subsequent changes in the bid specification. Specify a deadline for submitting all bids. If the deadline is extended for one vendor, it must be extended for all. All vendors should be notified in writing if the bid specifications change. If the changes are substantial, it may be necessary to extend the submission deadline.

All vendors should be notified of the extension in writing. If the buyer receives a number of questions about the bid, the buyer should consider holding a pre-bid conference. The buyer will have an opportunity to clarify the RFQ or RFP for all the vendors and no vendor will have the unfair advantage of additional information.

When the bids are received, the buyer should sign, date and indicate the time that each is received. All competitive bids are confidential and should never be used as a bargaining tool.

4. Tips on Evaluating Bids:

- Take the time to review the bids carefully.
- Narrow the field by determining which vendors are "responsive." A "responsive" bid provides ALL the information asked for and addresses ALL the issues in the RFQ or RFP. Eliminate bidders who are unresponsive.
- Look carefully at proposed prices.
- Be wary of a vendor who substantially under bids his competitors. He may be "low-balling" to win the bid but the quality of his product could suffer or he might be unable to meet the delivery requirements.
- A substantially lower price might also indicate that the vendor has misunderstood or misinterpreted the requirements.
- If appropriate, obtain and evaluate samples.
- If the bidding is close, ask for extended warranties (if appropriate) and

- compare prices.
- Consider the vendor's past performances, after sale support and services, technology, and the creativity used to meet the buyer's requirements or objectives.

## **6.6. Requirements**

Indicate on the Requisition any special requirements or additional information pertinent to the processing of the Requisition. Examples include installation, alternate delivery site (other than central receiving) essential features, and maintenance requirements.

## **6.7. Standing Bids**

The Purchasing Department maintains standing, or long-term bids with a variety of vendors for many goods and services. Any A&M department may use these standing bids regardless of originator.

## **6.8. State Contracts and Bids**

The Purchasing Department maintains copies of State Contracts released by the State of Alabama, Department of Finance Division of Purchasing. These Contracts may be used by the University Community for various commodities. Contracts may be reviewed at [http://purchasing.alabama.gov/pages/active\\_contracts.aspx](http://purchasing.alabama.gov/pages/active_contracts.aspx)

## **6.9. University Contracts and Pricing Agreements**

The Purchasing Department maintains and monitors University established contracts and pricing agreements that may be used to purchase various commodities and services.

## Repeal of Previous Rules

All previously existing rules for the Purchasing Department are repealed and replaced in their entirety.

Definitions. Except where the document clearly indicates otherwise, or where the term is defined elsewhere the following definitions shall apply:

- (a) "Awarding Authority" refers to the Alabama A&M University. Purchasing Department.
  - (b) "Purchasing Department" refers to the Alabama A&M University, Purchasing Department.
  - (c) "Term Contract" means an open-end contract for a specified term against which the Purchasing Department may issue purchase orders for all the goods or services specified by the contract.
  - (d) "Purchase" means the acquiring of any goods or services by the University.
  - (e) "Contract" means a document or documents stating the terms and conditions for acquiring goods and services. In the event of a purchase by purchase order, the contract shall be deemed to include the purchase order, the Invitation to Bid, and the bid of the successful bidder.
  - (f) "Invitation to Bid" (ITB) means a solicitation in writing for goods and/or services requiring all bids to be sealed when received and to be opened in public.
  - (g) "Bid" means any response submitted by a bidder in response to an ITB.
  - (h) "Notice of award" means a document accepting a bid made by a bidder.
  - (i) "Substitution" is defined as an item that materially conforms to the specification but is technically different from the item specified.
  - (j) "As **Written**" or "In **Writing**" or other references to writings, notices, correspondence or documents may include e-mail or other electronic communication if such form of communication is approved by the Director of Purchasing.
- (1) **Vendor Registration Application.** Every person or firm desiring to receive an ITB on goods or services purchased through the Purchasing Department must submit a vendor registration application. The information submitted on the application will determine the types of goods or services in which the applicant proposes to bid. The application and instructions may be obtained via the Purchasing website.
- (2) **Changes in Vendor Registration.** It is the sole responsibility of the vendor to keep the Purchasing Department informed of changes to be made to the vendor's registration by doing so in a manner prescribed by the Director of Purchasing.

- (3) **Removal from Vendor List.** The Director of Purchasing may remove from the Vendor list the name of a vendor for reasons of nonperformance, failure to respond to three consecutive ITBs, or other factors deemed reasonable and valid.
- (4) **State Laws.** Vendors are presumed to be knowledgeable of all laws and regulations that govern the purchasing process.
- (5) **Improper Sale or Purchase.** After a term contract has been established, it is improper for any department/unit to purchase from any other source except in emergency situations. No vendor shall attempt to sell items to departments/units that are listed on term contracts with other vendors. Attempts to sell contract items of other vendors to individual departments/ units by price reductions or any other manner may result in removal of the vendor from all vendor lists.
- (6) **Taxes and Fees.** Alabama A&M University is exempt from paying federal excise taxes and state and local sales taxes. Bidders must offer prices that do not include such taxes. Exemption certificates will be furnished upon request. Where use tax, lease taxes or fees of any kind are applicable, they must be identified and their cost shown as separate item or items.
- (7) **Samples.** Samples of items, when called for, must be furnished free of expense and, if not destroyed in the evaluation process, will upon request be returned at the bidder's expense. Request for the return of samples must accompany the sample and include UPS pickup slip, postage or other acceptable modes of return. Individual samples must be labeled with the bidder's name, bid number and item reference, manufacture's brand name and number or they may be rejected. When returned is not requested samples will be disposed of in manner acceptable to the Director of Purchasing.
- (8) **Invoice/Payments.** All invoices should be submitted to the Accounts Payable Department unless otherwise directed. Inquiries concerning invoices in arrears should also be directed to the Accounts Payable Department.
- (9) **Prequalified Bidders.** Prior to the purchase of a specific good or service, the Purchasing Department may screen potential vendors to determine those firms that are capable, financially and otherwise, of providing the desired good or service in accordance with the specifications, within the desired time frame and in the desired quantities. The vendors on this Pre-Qualified Bidders List will receive the ITB for the good or service.

## **Operational Policy.**

- (1) **Visits. Salespersons. Etc. -To Division of Purchasing.** Visits to the Purchasing Department are permitted and encouraged. It is preferred that visits be scheduled by appointment.
- (2) **Invitation To Bid (ITB).** State law requires the Purchasing Department to request sealed bids for purchases involving more than the minimum amount prescribed by law except in emergency situations or as otherwise provided by law. All bids shall be sealed when received and shall be open in public. A bid not properly identified at bid opening will be disqualified. Bids properly identified in accordance with the terms and conditions of the ITB will be securely kept, unopened until stated opening date and hour. The Purchasing Department accepts no responsibility for premature opening of a bid not properly identified or late arrival of a bid for whatever reason. At the hour stated in the notice all bids shall be opened in public for information of interested parties who may be present either in person or by representative. Such information is not to be construed as meaning any bid meets all specifications as set out in the ITB.
- (3) **Cancellation of ITB.** The Director of Purchasing may cancel an ITB any time prior to the bid opening or award.
- (4) **Combining ITB's.** Separate ITB's cannot be combined by the bidder in a bid response and must be separately sealed and properly identified.
- (5) **Postage Due or Collected.** When postage due or collect mail is delivered, the Purchasing Department cannot assume the responsibility for paying the amount due and will refuse the mail.
- (6) **Late Bids.** Bids must be received in the Purchasing Department on or before the Purchasing date and hour designated in the ITB. Late bids will not be accepted.
- (7) **Bid and/or Performance Bond.**
  - (a) A Bid or Performance Bond may be required by the ITB. When required, the amount will be stated. Bid or Performance Bond shall consist of a cashier's check, other type bank certified check (personal or company checks are not acceptable), bank or postal money order or surety bond issued by a company authorized to do business within the State of Alabama. Irrevocable letter of credit and certain U.S. notes and bonds may be accepted when approved by the Purchasing Department no later than 24 hours prior to bid opening. The Director of Purchasing shall be the custodian of the Performance Bond. The Bond must reference the bid and be payable to Alabama A&M University.
  - (b) Bid Bond: Guarantees good faith and firm bid for period stated in bid and must accompany the bid. Bid Bonds will be returned to all bidders upon final award of the bid. The bid bond shall be payable to Alabama A&M University in the amount not less than five percent (5%) of the base bid or not to exceed \$10,000.
  - (c) Performance Bond: guarantees vendor will provide on time delivery of the good and/or services specified. When required, Bond must be filed with the Purchasing Department within time specified in the ITB, not including

State holidays, after receipt of notice of award. Performance Bond will be returned, in reasonable time, after the Purchasing Department has received verification that the contract has been satisfactorily completed.

(8) **Award**

- (a) Awards shall be made on contracts entered into with the lowest responsible bidder meeting all specifications and terms and conditions established by the Purchasing Department. The Purchasing Department reserves the right to determine the lowest responsible bidder on the basis of an individual item or group of items. Delivery dates may be a factor in awards.
- (b) The Director of Purchasing may award the contract to a preferred bidder as provided in Alabama Law. Tie bids will be awarded to the bidder that, in the opinion of the Director of Purchasing, will best serve the interest of the University.
- (c) Upon award of a bid, the Purchasing Department will issue a purchase order or Notice of Award which will be given for immediate acceptance by the lowest responsible bidder. Unless the Director of Purchasing is promptly notified to the contrary, the bidder accepts the order or award and will make delivery as specified in the award.

- (9) **Discounts for timely payments.** Discounts offered by bidders for timely payments shall be deemed part of the bid price for cash payment in the regular course of business without regard to date of remittance. Bid price will be net unless specifically noted otherwise. All discounts offered will be considered in determining the low bid.

- (10) **Prices.** All prices shall be shown in U.S. currency and rounded to not more than five (5) decimal places.

(11) **Specifications**

- (a) Reference to brand names and numbers is descriptive, but not restrictive, unless otherwise specified. Bids on equivalent items meeting the standards of quality thereby indicated will be considered, providing the bid clearly describes the article offered and indicates how it differs from the referenced brands. Descriptive literature or manufacturer's specifications plus any supplemental information necessary for comparison purposes should be submitted with the bid or the bid on that item may be rejected. Reference to literature submitted with a previous bid or on file with the Purchasing Department will not satisfy this requirement. The Burden is on the bidder to demonstrate that the item bid is equivalent to the item specified in the ITB.
- (b) Reference by the Purchasing Department on the ITB to available existing specifications shall be sufficient to make the terms of such specifications binding on the bidder. Unless the bidder specifies otherwise in its bid, it is understood the bidder is offering a referenced brand item as specified in the ITB or is bidding as specified when no brand is referenced. Failure to examine drawings, specifications and instructions will be at the bidder's risk.



- (c) **Substitute Offer:** The bidder has the burden of demonstrating that a substitute offer is equivalent to and meets the standard of quality indicated by the brand name and number reference.
  - (d) **Nonconforming Merchandise:** When merchandise received from the lowest responsible bidder is not in accordance with the purchase order, it will be returned to the bidder at the bidder's expense.
  - (e) **Warranties:** all manufacturer's standard warranties will apply to all goods and services unless otherwise stated.
- (12) **Title:** Transfer of title to merchandise will take place at the point and time the requisitioning department receives and accepts the item purchased.
- (13) **Records - Public:** After award, records of the Purchasing Division pertaining to the bid process shall be open to the public inspection at reasonable times and on terms that do not interfere with the regular operation of the department.
- (1) The lowest responsible bidder will receive a purchase order or notice of award from the Purchasing Department. Any vendor that delivers without a duly authorized Purchase Order does so at its own financial risk.
  - (2) **New/Used/Altered Commodities.** All supplies and equipment furnished must be new and in first class condition unless the purchase order specifically permits used items. Demonstration, previously rented, or reconditioned items are not considered new. No new or used equipment is acceptable if serial number or any other manufacturer's identifying label or make has been removed, obliterated, altered, or changed in any way.
  - (3) **Packaging.** All goods must be packaged in new packing containers. Packing that meets the requirements of common carriers is acceptable, unless otherwise required. A packing slip or invoice must accompany all shipments and must reference the purchase order and/or requisition number.
  - (4) **Backorders.** If it is necessary to back order any items, the vendor must notify the requisitioning department and advise as to the expected shipping or delivery date. If this date is not acceptable, the Purchasing Department may seek remedies for default.
  - (5) **Substitutions.** Substitutions on a purchase order shall require the approval of the Director of Purchasing. The Purchasing Department reserves the right to reject at destination and hold at the vendor's risk and expense any goods supplied by the vendor which do not conform to specification or description embodied in the order or are inferior in any respect to the good specified. Any good bought by sample which is inferior in quality to the sample submitted by the vendor will be rejected. Any goods delivered that do not meet specifications may be returned to the vendor at its expense. When a good is returned, the vendor must make immediate replacement with acceptable merchandise or the Purchasing Department may seek remedies for default.
  - (6) **Loss or Damage in-Transit.** Delivery by a vendor to a common carrier does not

constitute delivery to the requisitioning department. Any claim for loss or damage incurred during delivery shall be between the vendor - and the carrier. The requisitioning department accepts title only after satisfactory receipt at the delivery point. The requisitioning department shall note all visible damages on the freight bill and may refuse the damaged goods. The vendor shall make immediate replacement of the damaged merchandise or be subject to damage for breach of contract. If damage is to a small portion of a total shipment and the department will not be inconvenienced because of the shortage, the vendor may be permitted by the Director of Purchasing to deduct the amount of damage or loss from its invoice, in lieu of replacement. Risk of loss during delivery is borne by the vendor until the goods have been accepted by the requisitioning department, unless otherwise specified in the ITB.

- (7) Freight. Delivery points are established for each individual purchase in the manner determined by the requisitioning department.
- (8) Delivery Time. The number of calendar days required for delivery after receipt of a purchase order shall be stated in the document, the time shall be 14 calendar days after receipt of order. If a shipment is not made within the time period specified, the purchase order may be canceled.
- (9) Receipt by University Department. If not otherwise stated in the order, a requisitioning department will be said to have received goods when they have been delivered, unloaded and placed on the University's dock or if there is no dock, inside and accessible building. Shipments will be checked against the receiving copy of the purchase order. If the purchase order requires grading certificates, USDA Stamps, or any proof of quality, such proof must accompany the shipment.
- (10) Inspection. All materials, workmanship, equipment, and supplies are subject to inspection and test any source or time. Final inspection, acceptance, or rejection will be made at delivery destination. Goods that do not meet specifications will be rejected unless substitution have been approved by the Director of Purchasing. Failure to inspect or to reject upon receipt, however, does not relieve the vendor of liability. When subsequent test, after receipt, are conducted and when such test reveal a failure to meet specifications, the requisitioning department will reject the goods and the vendor shall immediately supply goods meeting specifications or the Purchasing Department may seek damages including but not limited to the testing expense, regardless of whether a part of or all of the goods have been consumed through the testing process. Rejected goods shall be removed by the vendor promptly after rejection at the vendor's expense. If not removed in fourteen (14) calendar days, they may be disposed of at the discretion of the requisitioning department.
- (11) Monitoring of Services. Performance of services will be monitored by the requisitioning department and evaluation reports may be filed with the Purchasing Department. Performance not meeting specifications will result in cancellation of the contract or purchase order and may result in vendor being removed from the vendor list.
- (12) Complaints about Vendors. Any deficiencies in products or vendor performance shall be reported by the requisitioning department to the vendor and the Purchasing Department, failure of a vendor to respond promptly may result in cancellation of the contract or purchase order and may subject the vendor to removal from the vendor list.
- (13) Default by Vendor. In case of a default on a contract and/or order by a vendor, the University may procure the goods or services from other sources and hold

the vendor responsible for any excess cost in price and/or handling.

- (14) Cancellation of Purchase Order/Contract. A purchase order can be canceled in whole or in part when vendor fails to deliver or perform as specified. Cancellation of a purchase order can only be made by a written purchase order change (POC) from the Purchasing Department. A term contract can be canceled by the Purchasing Department, for justifiable cause, by giving the vendor thirty (30) days written notice. A vendor may request cancellation and the Purchasing Department may grant the request if performance is prevented by an act of God, act of War, order of legal authority, or other unavoidable circumstances not attributable to the fault or negligence of the vendor. The burden of proof for such relief rests with the vendor, all correspondence pertaining to cancellation of a purchase order or term contract must be addressed to the Director of Purchasing with a copy to the requisitioning Department.
- (15) Payment Withheld. Payment may be withheld until all items have been delivered and all requirements of the contract purchase order have been fulfilled.

**No Bid Response to ITB.**

- (1) The Director of Purchasing shall remove from the Vendor List a vendor who fails to respond to three (3) consecutive ITBs. A properly submitted No Bid is considered as a response, and vendor will receive credit for the response. However, three (3) consecutive "No Bid" responses shall result in removal from the vendor list.
- (2) A "No Bid" Must be received prior to the specified opening date and time, and must be submitted in the same manner as required for a substantive bid.

## **"SOLE SOURCE" CRITERIA**

The declaration of "sole source" purchase must be exercised judicially and always with good faith. The following test must be applied and all criteria met when a declaration is made.

"Sole source"-A good's or service's "uniqueness" alone cannot qualify the producer or supplier of the good or service as a "sole service" of a good or service under Alabama's competitive bidding laws; instead, to so qualify under subdivision (a) (11), the good or service offered must be unique; that uniqueness must be substantially related to the intended purpose, use and performance of the good or service sought; the entity seeking to be declared a "sole source" must show that other similar goods or services cannot perform the desired objectives of the entity seeking the goods or services. GE Co. v. City of Mobile, 585 So. 2nd 1311 (Ala.1990)

## **TIPS ON DOING BUSINESS WITH ALABAMA A&M UNIVERSITY**

1. Read the bid document thoroughly and follow all instructions, terms, and conditions. Failure to do so will be at the bidder's risk.
2. Be sure bid is submitted on or before the receive date and time. Be sure the envelope shows the bid number, opening date, and the name of the business entity.
3. Attend bid openings to observe the bids of competitors since bid results are not given over the telephone or in writing.
4. Visit, write, or call the various University departments to learn of their needs and to introduce your company and products.
5. Ask questions.

We look forward to doing business with you. We are interested in your thoughts and concerns about the University's purchasing processes and procedures. Vendor feedback is valued. Feel free to write or call with your comments and questions.

## FREQUENTLY ASKED QUESTIONS

How do I obtain a vendor number for a vendor not on the vendor listing?

The Vendor Request Form can be downloaded from the Purchasing Department's website and forwarded to the Purchasing Department. Information needed to add a new vendor is the name of the vendor, the address of the vendor, the telephone number of the vendor, and the Federal tax identification number or social security number (if the vendor is an individual). Requests for new vendors or changes in vendor name and address may also be faxed to extension 5223.

What purchases must be bid?

The State of Alabama Competitive Bid Law requires that purchases for like items exceeding \$15,000 to be purchased during a fiscal year must be bid.

What is an open purchase order?

An open purchase order is used when the budget manager expects frequent small purchases to the same vendor.

Who has the authority to sign a contract for the University?

Only the President or his designees can execute contracts binding the University.

Can I amend a purchase order?

Quantities or prices for items on the original purchase order may be increased, but new items cannot be added to a purchase order after the purchase order has been issued. Shipping/freight charges are not considered new items.

How do I find a vendor number?

In Banner Self Service, use Code Lookup at the bottom of the requisition form (change type to "Vendor"). In Administrative Banner, use form FTMVEND. Click on the arrow box by Vendor and use F8 to query.

How do I determine what expenditure object code to use for a purchase?

In Banner Self Service, use Code Lookup at the bottom of the requisition form (change type to "Account"). In Administrative Banner, use Form FTMACCT. Use F8 to query. Call the Office of Purchasing if assistance is needed.

Can a purchase order be charged to more than one budget unit or object code?

Yes, the Banner Self Service requisition form allows up to five (5) FOAP entries for a requisition.

## **APPENDIX**

*(The remainder of this page intentionally left blank.)*

## Required Documentation for Requisitions

**The below categorized forms of documentation must be provided with your requisitions in order for a purchase request to be fully processed. Please note that the corresponding documentation should be attached to the requisition(s) prior to leaving the requestors office. Documentation may be provided electronically.**

- A. **Invoice/Quote** - A vendor provided estimation of cost of items or services to be provided.
- B. **Disclosure Statement for Purchases that are \$5,000.00 or more.** The Purchasing Department is required by the State Attorney General of Alabama to obtain a Disclosure Statement from all vendors for all Purchase Orders that are \$5,000.00 or more. This document must be signed & notarized.
- C. **Sole Source** - The State of Alabama Bid Limit is \$14,999.99. Is this the only company that can provide this service or product for you? If so, please provide a Sole Source packet and justification letter as soon as possible. If this is not the only company that can provide this for you a **bid** will need to be placed out. Sole Source Packet required information:
1. **Disclosure Statement** The vendor completes this form. This must be signed and notarized. No exceptions (This can be found on the Purchasing website)
  2. **Sole Source Packet** must have all three signatures. No exceptions. (This can be found on the Purchasing website)
  3. **Sole Source Letter** from the company stating they are the sole provider of what is being requested.
- D. **Aramark Campus Dining** – An explanation will be needed for the services that will be rendered: including time & purpose of function (agenda) attached to the documentation. Lunches for meetings are allowed if the meeting reasonably wraps around the lunch hour. (e.g., meeting time of 10 am until 2 pm is allowable – 11 am until 1 pm is not allowable.) The meal should not be the first thing or the last thing at the meeting.
- E. **Technology Request Form** required for the following:
- |                            |                                  |
|----------------------------|----------------------------------|
| • Laptops/Desktops         | • Monitors                       |
| • Surveillance Cameras     | • Television                     |
| • External Storage Devices | • Software                       |
| • Flash Drives             | • Servers                        |
| • Projectors               | • Installations                  |
| • Scanners                 | • License Agreements/Maintenance |

The Technology Request Form must include an attached vendor quote with pricing, and a detailed description of the technology requested. To obtain a quote, contact the ITS Help Desk at 256-372-HELP (4357) with your request and a quote will be sent back to you within 3- 5 business days, this quote must be uploaded to your Technology Request Form.

The Technology Request Form must be completed, have all signatures, and include all attached documents. No technology purchase(s) will be allowed without the form which can be found on both the Purchasing and ITS websites. Instructions are located on [www.aamu.edu/forms](http://www.aamu.edu/forms). You will need to log in using your AAMU credentials using `facstaff\firstname.lastname` and your email password.

If you have already submitted a Technology Request Form, it is your responsibility to follow up on the status. If it's in the Multi Page and is awaiting the Director/Supervisor signature, please let them know that this is in his/her queue and needs to be signed off on in order to move to the next step which is the signature of the ITS Representative.

- F. **Consultants** – An approved Consultant/Service Vendor form will be needed. This form can be found on the Human Resources page under Consultant.





# Alabama A&M University

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## Procedure

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**Procedure #:** 3.4

**Title:** Travel

**Effective Date:** August 1, 2013

**Revised Date:** March 10, 2015

**Responsible Office:** Comptroller's Office – Accounts Payable

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### I. PURPOSE/OBJECTIVE

Alabama A&M University has a fiduciary responsibility to ensure that University resources are used in a fiscally responsible manner and in the best interest of the University. That responsibility includes safeguarding against unreasonable expenses and insuring adherence to state and federal laws and regulations.

This procedure has been developed in accordance with state and federal laws, regulations and industry best practices. It is applicable to University employees, students and others who travel on official University business.

To insure that the best interests of the University are served at the most reasonable cost, all university travel should be prudently planned. Excessive or unjustifiable costs will not be reimbursed. It is the traveler's responsibility to ensure that expenses and related reimbursement requests comply with all applicable policies and procedures including but not limited to proper authorization, sufficient receipts and documentation, and timely submission of reimbursement requests.

A quick guide to information regarding payment criteria, payment basis, rates & amounts, and documentation requirements, used in determining travel expense reimbursements and or allowances can be found in the "Travel Rates and Information Guide" on Comptroller's Office web page [Accounts Payable] link Resources Section.

The required travel forms will be found on the Comptroller's Office web page in the Forms section.

### II. PROCEDURE

- a. University employees must obtain authorization from their supervisor prior to scheduling a business trip. Additionally, travel associated with a grant or contract must be authorized by the funding agency. For grant or contract related travel,

reimbursement is made at whichever is lower, the University rate or the rate set by the funding agency.

- b. Approval to travel requires the completion and approval of the **Banner General Encumbrance Maintenance Form (FGAENCB) and a Travel Authorization Request Form prior to the date of travel.** The following specific information must be entered on the form:

Destination

Purpose (description should be detailed)

Date(s) of travel

Projected cost (detailed i.e. # of days, rate per day, etc.)

Meals

Lodging

Mileage

Incidentals

- c. A “Travel Authorization Request” form is a University-wide requirement for travel and must be completed and approved **prior to the date of travel.** The form should reference the Encumbrance number assigned by Banner upon completion of the form FGAENCB referenced above.
- d. Conference or workshop travel requires the attachment of the conference brochure and agenda.
- e. Upon return from travel, a “Travel Expense Report” Form must be completed to request reimbursement. It must reference the Encumbrance number assigned prior to travel and must be completed within 30 days of the completion of travel. Requests submitted later than 30 days may be denied reimbursement. The approved “Travel Authorization Request” form must be attached along with all other required supporting documentation.

### III. GUIDELINES

#### A. General

Travelers on official University business are expected to keep lodging expenses to a minimum by taking advantage of special conference rates, educational or government rates, and web promotional rates when seeking accommodations. Travelers should make reservations in advance whenever practical and avoid luxury hotels and motels.

Travel expenses incurred for personal, non-university business related matters, or matters that are beyond the scope of the approved travel are not reimbursable.

**B. In-state Travel Reimbursement - Meals, Lodging, and Incidentals**

In-State travel is reimbursed on a per-diem basis as established by state law. The rates are set according to the length of time traveled and whether or not overnight stay is involved. If you elect to claim less than the established per-diem rates, it must be noted on your voucher.

Out-of-state lodging selected for an event (meeting, conference, workshop, etc.) hosted within the state will be reimbursed in accordance with In-state reimbursement rates.

**i. Same Day Travel**

Departure and return trips within a 24 hour period that do not encompass overnight stay are eligible for the following meal reimbursement:

<b>Trip Duration</b>	<b>Per Diem Reimbursement</b>
Less than 6 hours	\$0.00
6 – 12 hours	\$11.25
Greater than 12 hours	\$30.00

**ii. Overnight Travel**

The per diem covers lodging, meals, and incidentals  
No receipts are required  
The per diem reimbursement rate is \$75 per day  
A traveler stationed at the same place for a period in excess of two consecutive months

<b>Trip Duration</b>	<b>Per Diem Reimbursement</b>
Overnight (Two consecutive months or less)	\$75.00
Overnight (Greater than two consecutive months)	\$56.25

**C. Out-of-state Travel Reimbursement - Meals Lodging and Incidentals**

Depending on the location of the trip, it may be necessary to travel the day before the meeting/conference or to remain at the meeting site the night the meeting ends. If that is the case, reimbursement will be made for lodging and meal costs the day

before and/or the night the meeting ends. As a general rule, the University will not reimburse travel earlier than the day before or the day after a meeting/conference.

**i. Meal and Incidental Reimbursement**

Meal and incidental expenses for out-of-state travel requiring overnight stay are reimbursable on a per diem basis (*Receipts are not required*). Reimbursement rates are based on the city and state of travel per the U.S. General Services Administration (GSA) rates and breakdown.

Meals provided as a part of the conference, workshop, etc. are not reimbursable. The conference/workshop agenda and/or other documentation will be used to identify meeting-provided meals. The GSA breakdown for breakfast, lunch, and dinner will determine the amount of the per diem that will not be reimbursable.

Incidental Expenses include taxes paid on meals, and tips paid in conjunction with the meal as well as tips paid to baggage handlers, porters, other hotel staff, etc.

. Travelers will not be reimbursed separately for those items.

A queryable database is available on the GSA's web site. <http://www.gsa.gov> Click on the [Per Diem Rates] link (See example below)

Meals for the allowable days of departure and return shall be reimbursed on a partial basis in accordance with GSA partial day breakdown. This breakdown is available at the GSA's web site. From the [Per Diem Rates] link above click on the [M&IE Breakdown] link.

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GSA U.S. General Services Administration

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Home > Policy & Regulations > Travel and Relocation Policy > Per Diem > Per Diem Rates >

## FY 2015 Per Diem Rates for New Orleans, Louisiana

(October 2014 - September 2015)

SEARCH BY CITY, STATE OR ZIP CODE

Enter your City  
New Orleans

OR

Enter your ZIP Code

**FIND PER DIEM RATES**

Per Diem Map >

Additional Per Diem Topics

- Meals & Incidental Expenses Breakdown (M&IE)
- FAQs
- State Tax Exemption Forms
- Factors Influencing Lodging Rates
- FY 2014 Per Diem Highlights
- Fire Safe Hotels
- Have a Per Diem Question?
- Downloadable Per Diem Files

Cities not appearing below may be located within a county for which rates are listed. To determine what county a city is located in, visit the [National Association of Counties \(NACo\) website \(a non-federal website\)](#).

The following rates apply for **New Orleans, Louisiana**

Primary Destination* (1)	County (2, 3)	Max lodging by Month (excluding taxes)												Meals & Inc. Exp.**
		2014			2015									
		Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	
New Orleans	Orleans / St. Bernard / Jefferson / Plaquemine Parishes	154	154	154	151	151	151	151	151	151	107	107	107	71

\* NOTE: Traveler reimbursement is based on the location of the work activities and not the accommodations, unless lodging is not available at the work activity, then the agency may authorize the rate where lodging is obtained.  
 \*\* Meals and Incidental Expenses, see [Breakdown of M&IE Expenses](#) for important information on first and last days of travel.

CONTACTS

Additional Contacts for

- Travel Management Policy

NEED MORE INFORMATION?

- Rates for Alaska, Hawaii, U.S. Territories and Possessions (set by DoD)
- Rates in Foreign Countries (Set by State Dept.)
- Federal Travel Regulations (FTR)

RELATED TOPICS

- Travel Resources
- E-Gov Travel
- FedRooms
- POV Mileage Reimbursement Rates

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## **ii. Lodging Reimbursement**

Lodging is reimbursed at the actual single room rate  
Requires an itemized receipt  
Receipt must reflect a \$0 balance  
Receipt must be original  
Single room rate with applicable lodging taxes

## **iii. Other Reimbursable Out-of State Travel Expenses**

The following is a list of other reimbursable Out-of-State travel expenses. The list provides a basis for other common reimbursable expenses but is not an all-inclusive listing. These reimbursements require receipts.

- Baggage (sufficient justification required for more than one checked bag i.e. extended length of stay, presentation equipment and materials, etc.)
- Tips for baggage handlers, porters, or other hotel staff are reimbursed as a part of the Meal and Incidental Per Diem. Travelers will not be reimbursed separately for those items.
- Fuel (rental vehicle only)
- Registration Fees (If paid for with personal resources)
- Shuttle / taxi service, generally to and from the airport, bus terminal, train station, etc.
- Tolls (applicable to travel in personal or rented vehicle)
- Official business related telephone, telegraph, and faxes (must be documented to provide the person contacted, purpose and cost of the service)
- Parking (applicable to travel in personal or rented vehicle)
- Internet service (justifiable and reasonable i.e. required in conjunction with the purpose of the travel, to perform required work related functions, etc. cost shall not be exorbitant, and shall not be incurred via transportation i.e. in flight, or other in route transportation)
- Telegram and fax charges, including person who received the communication and the purpose and cost of the communication

## **D. International Travel Reimbursement**

Travel outside the United States is considered international travel. That includes travel to U.S. territories (such as Puerto Rico) or to neighboring countries (such as Mexico or Canada). International travel requires prior written approval via an Authority to Travel Form.

International travel reimbursement rates are based on the Foreign Per-Diem rates as established by the US Department of State. Links to the Rate Table can be found on the Comptroller's Office – Accounts Payable web page or contact the Accounts Payable Travel Office.

Rates are revised monthly therefore travelers are strongly encouraged to check the rates prior to travel. Reimbursement will be made at the rates effective during the actual dates of travel.

**i. Meal and Incidentals Reimbursement**

Meals and Incidental Expenses include payments such as tipping, baggage handling, and transportation to/from meals.

Meals will be reimbursed on a per-diem basis in accordance with the Federal rates for international travel as established by the US Department of State. A link to the queryable database is available on AAMU's Comptroller's Office website.

The rates are based on the Country and State/Province of travel. If the specific location is not listed, the nearest listed location will be used as a reference.

Reimbursement will be made at the rates effective during the actual dates of travel.

Any "Per Diem" figures stated in grant or contract agreements will be used as maximum limits for reimbursement rather than a per diem since Alabama regulations prohibit per diems for travel outside the state (including international travel). Reimbursement will follow standard University travel policies and will be made at whichever rate is lower: the Foreign Per Diem Rate or the rate established per the grant or contract.

**ii. Lodging Reimbursement**

Receipts are required.

Actual lodging expenses will be reimbursed at the single room rate. The maximum US GSA lodging rate allowable in effect at the time of travel for the travel destination will be used to gauge reasonableness. Excessive rates may be reimbursed at the GSA rate instead of the actual rate.

The rates are based on the Country and State/Province of travel. If the specific location is not listed, the nearest listed location will be used. Rates are revised monthly and reimbursement will be made at the rates effective during the actual dates of travel. You are strongly encouraged to check these rates prior to travel.

### **iii. Other Reimbursable International Travel Expenses**

The following is a list of other reimbursable international travel expenses. The items on this list and others that are not listed but may be approved for reimbursement require receipts.

- Official business related telephone, telegraph, and faxes (must be documented to provide the person contacted, purpose and cost of the service)
- Passports and visas (including photos)
- Inoculations
- Birth and health certificates
- Transportation to/from the destination city
- Transportation within the destination city pertinent to University business
- Airport parking
- Baggage and shipping charges (limited to one checked bag unless sufficiently justified)

### **iv. Currency Exchange Fees**

The currency exchange fee may be claimed only when the traveler is required to convert to/from U.S. currency.

A receipt and documentation of the host country's requirements on using local currency is required.

Reimbursement for losses due to currency conversion may not be claimed.

Receipts need to be identified in U.S. dollars and foreign currency. The currency conversion rate should be noted.

### **v. Crossing the International Date Line**

When crossing the International Date Line, compute the actual number of days on travel status not the number of calendar days.

## **E. Extended Travel Status**

All Alabama A& M University employees have, for work and business travel purposes, a "home base". For most employees, that home base is the Alabama A& M University's main campus, although some employees, particularly those affiliated with the Alabama Cooperative Extension Service and North Alabama Center for Education (NACEE) are stationed at a location other than the main campus.

Any time an employee leaves their home base to conduct official University business for an actual or intended period of 1 year or less, they are considered to



be on **travel status** and are eligible to be reimbursed for travel expenses as outlined in the University's Travel Procedures outlined above.

In no circumstances can travel status be extended when the actual or intended length of stay exceeds 1 year (12 months). The applicable Vice President has responsibility for overseeing and approving extended travel.

According to IRS regulations an employee placed on assignment away from their home base that will last more than 1 year (12 months) is considered to have had a change in home base to the new location. If an employee has had such a **change in home base**, they are **not** considered to be on travel status and therefore, may **not** claim reimbursement for per diem, meals and/or living expenses. An employee whose home base has been changed may **instead** be reimbursed for relocation/moving expenses on both ends of the assignment as outlined in the University's Travel Procedures (Relocation Section). Travelers should be aware that applicable tax laws may make some travel reimbursements taxable income to the traveler. The travel destination can impact the amount the traveler can be reimbursed in travel expenses as outlined below:

**i. In-state**

Alabama A& M University and the State of Alabama mandated travel policies will govern reimbursements for In-State travel. In addition, in accordance with the State law governing in-state travel, those employees traveling within the State of Alabama for more than 2 months are reimbursed the full \$75 per day for the first 2 consecutive months on travel status and a reduced rate of **\$56.25** per day after the first 2 months (for up to 1 year).

**ii. Out-of-State**

Out of state travel is reimbursed for actual expenses for up to 1 year as defined in the Out-of-State Travel Section. In some cases, a short term apartment rental might be more economical than an extended hotel stay. Such expenses can be reimbursed with paid receipts if approved by the Department Head and Vice President. Any and all rental/lease agreements must be executed in the name of the employee/traveler...rental/lease agreements cannot be executed in the name of the University. All expenses are the responsibility of the employee with reimbursement for only those expenses that are allowable under Alabama A&M University procedures.

**iii. International**

International travel is reimbursed as outlined in the International Travel Section for up to 1 year. Actual expenses may not exceed the maximum federal

rates with receipts required for certain expenses. Official receipts must be presented for all forms of lodging whether commercial or privately owned.

## **F. Transportation**

### **i. Air Travel**

#### **a. Reservations**

Airline reservations are the employee's responsibility and are to be made through the department. Reimbursement will be made at the lowest logical standard or discounted rate for the period of business travel. Reservations must be made a minimum of 14 days in advance of travel. In relation to air travel, Alabama A&M University will reimburse reasonable baggage fees with appropriate receipts. Trips that include additional personal stops are not authorized. Reimbursement for first-class airfare will be made only when a supporting statement is provided by the airline or travel agency stating that no lower rate was available. Air travel booked using frequent flyer miles will not be reimbursed by Alabama A&M University.

#### **b. Payment**

Airline tickets may be charged to the department. The original invoice (screen print, e-mail confirmation, etc.) and a copy of the travel itinerary should be available. Airline tickets purchased using a personal credit card may be reimbursed in advance of travel with appropriate documentation and the submission of a Travel Expense Form. When a trip is cancelled after a non-refundable ticket has been issued, the ticket can be applied to a trip in the future by that traveler on that airline minus a change or cancellation fee. The unused ticket value must be used toward a business trip for the University in the future. Responsibility for monitoring use of unused tickets and/or airline credits resides with the Department Head. Change fees are not reimbursable unless the trip was changed/cancelled for a business related purpose.

### **ii. Private Vehicle**

Alabama A& M University insurance provides NO physical damage coverage for damage to personal vehicles used on university business. Your personal automobile liability insurance is your primary coverage when using your personal vehicle for university business. If your liability limits become exhausted following an accident, the university's insurance policy

provides a second layer of excess liability coverage, provided the personal vehicle was used for approved university business.

a. **Personal Vehicle Reimbursement**

The mileage rate is established by the state. The rate covers all vehicular costs, including, repairs, and fuel. In-town mileage in the area where the employee is officially stationed will not be reimbursed. Nor does Alabama A& M University reimburse mileage from an employee's residence to their officially stationed homework base.

On rare occasions, employees incurring routine and frequent mileage while using their personal vehicle to conduct Alabama A& M University business within the Huntsville city limits and/or Madison city limits of their homework base may be approved for reimbursement of such mileage.

This reimbursement is on an exception basis and requires a letter of justification and approval from their supervisor. Requests for such reimbursement can be accumulated and submitted on a travel expense record form when they exceed \$25. A log reflecting the date, purpose and associated odometer readings for each claim must be attached to any form seeking reimbursement.

Mileage is calculated based on the shortest distance between Alabama A&M University or the employee's official homework base and the destination, as reflected on [MapQuest.com](#) or [Google Maps](#).

When mileage from the traveler's residence is closer than their homework base, reimbursement should be calculated on the shorter distance.

b. **Airfare-in-lieu of Mileage**

When traveling on University business and the round trip mileage will exceed 1200 miles round trip, you will be reimbursed at whichever is lowest, the current mileage rate or the lowest discounted airfare. This is called airfare-in-lieu of mileage. All airfare-in-lieu of mileage rates should be confirmed with Accounts Payable prior to travel.

**iii. Rental Vehicles**

Vehicle rentals for local, domestic, and international use should be obtained through Alabama A& M University's preferred contract vendor. Rental vehicles may be used if approved by the supervisor. However, vehicle rentals are not allowable when the sole purpose is for

transportation to and from the airport, or when shuttle and/or taxi services are available. University travelers are expected to rent Compact or Midsize class vehicles unless sharing the rental with more than 2 other Alabama A&M University business travelers.

Rental vehicles must be rented in the name of the traveler and the agreement must state “on behalf of” or “for” Alabama A&M University so that the vehicle is covered by the University’s liability insurance. Rental insurance is **not** reimbursable.

Rental of sport utility vehicles, minivans, or other kinds of specialty vehicles are generally prohibited. Exceptions require justification and prior authorization from the Accounts Payable. **Rental of luxury vehicles is not permitted.** University travelers are highly encouraged to rent hybrid and fuel efficient vehicles when available.

Legitimate car rental expenses include daily rental fees, local and state taxes, concession fees, mileage fees, and drop off fees if returning the rental vehicle to a destination other than the pickup location.

Other reimbursable fees related to rental car travel include gasoline, tolls, and parking fees (must have appropriate receipts). Navigation systems are reimbursable only if traveling in remote locations and a business justification is provided and approved.

Any rental days determined to be for personal use will be the responsibility of the traveler. If the university incurs an expense for a traveler’s personal use days the traveler must reimburse the University within five business days of notification or the amount will be payroll deducted from the next payroll.

#### iv. Train Travel

##### a. Reservations

Train reservations are the employee’s responsibility and are to be made through the department. Reimbursement will be made at the coach rate or lowest logical standard or discounted rate for the period of business travel. Reservations must be made a minimum of 14 days in advance of travel. Alabama A&M University will reimburse reasonable baggage fees with appropriate receipts. Trips that include additional personal stops are not authorized. Reimbursement for first-class fare will be made only when a supporting statement is provided by the train station or travel agency stating that no lower rate was available. Air travel booked using frequent flyer miles will not be reimbursed by Alabama A&M University.

b. Payment

Train tickets may be charged to the department. The original invoice (screen print, e-mail confirmation, etc.) and a copy of the travel itinerary should be available. Train tickets purchased using a personal credit card may be reimbursed in advance of travel with appropriate documentation and the submission of a Travel Expense Form. When a trip is cancelled after a non-refundable ticket has been issued, the ticket can be applied to a trip in the future by that traveler less a change or cancellation fee. The unused ticket value must be used toward a business trip for the University in the future. Responsibility for monitoring use of unused tickets and/or train fare credits resides with the Department Head. Change fees are not reimbursable unless the trip was changed/cancelled for a business related purpose.

**G. Non-reimbursable Expenses**

The list below identifies expenses that generally do not qualify for reimbursement. It provides some of the more common un-reimbursable items and is not intended to be a complete listing. Questions or uncertainty regarding an expense's eligibility should be referred to the Travel Coordinator prior to incurring the expense.

- Priority Boarding or Pre-Check Program Fees
- In-room on-demand movie or game rental
- Alcoholic beverages in any form
- Exercise room fees
- Recreational charges such as golf, tennis, ski lift tickets, etc
- Laundry and dry cleaning
- Personal phone calls
- Cost incurred for failure to cancel hotel reservations unless authorization or approval has been received before hand
- Room service meals (meals charged to the room must be broken out separately from the lodging costs and claimed under the actual meal cost reimbursement)
- Wi-Fi/internet access during transportation i.e. planes, busses, trains, taxi's etc.

**H. Travel Advances**

Travel advances are restricted to and may be provided for certain types of eligible travel as outlined below. This is only available if the employee has not been issued a credit card by the university to cover travel expenses.

**The Banner General Encumbrance Maintenance Form (FGAENCB) and a Travel Authorization Request Form must be completed and approved to request a travel advance.** A travel advance will not be issued if an employee has an outstanding advance. A transaction in process at the Comptroller's Office will not be considered outstanding.

**i. Eligible types of travel**

Student Group or Team Travel  
Individual Student Travel  
Athletic Recruiting  
Admissions Recruiting

**ii. Eligible travel expenses**

Meals  
Lodging  
Fuel (rental vehicle only)  
Registration Fees (pre-payment via requisition/PO)

**iii. Clearance**

- a. Travel advances will be charged to your employee/student account.
- b. Any unused funds must be remitted to the cashier with instructions to credit the funds to your account.
- c. Unused funds may not be retained for use for future travel.
- d. Unused funds may not be retained to cover unreimbursed expenses from prior travel.
- e. Travel advances must be cleared within 5 business days after the end of the date of travel.
- f. Travel advances not cleared within 5 business days will be payroll deducted.

Checklist for Preparation of Bid Requests–

**TYPE OF BID:**

\_\_\_\_\_ This is a one time bid,

\_\_\_\_\_ This is a standing bid for \_\_\_\_\_ months.

**QUANTITY:**

\_\_\_\_\_ The quantity specified is exact.

\_\_\_\_\_ The quantity specified is estimated.

Note: Is the quantity defined adequately? If you are specifying a box or carton, how many are included per box or carton?

**TECHNICAL SPECIFICATIONS:**

\_\_\_\_\_ The manufacturer of the product(s) is named.

\_\_\_\_\_ The product model or part number(s) is specified.

\_\_\_\_\_ The size is defined.

\_\_\_\_\_ The color/finish is specified.

\_\_\_\_\_ I have attached a written quote provided by a vendor.

\_\_\_\_\_ I have talked with a vendor concerning this request and

my contact person's name is \_\_\_\_\_

and the vendors name is \_\_\_\_\_

**GENERAL INFORMATION:**

\_\_\_\_\_ Installation is required by the successful bidder.

\_\_\_\_\_ There is a delivery date of \_\_\_\_\_

Checklist for Preparation of Bid Requests-continued, Page 2

\_\_\_\_\_ There are particular features or accessory items needed which I have specified,

\_\_\_\_\_ Please require samples to be provided with the bid response.

\_\_\_\_\_ Samples and/or a demonstration may be required for evaluation purposes.

\_\_\_\_\_ There are special services which must be provided by the successful bidder and I have listed them.

\_\_\_\_\_ Products of this type have previously been tested and I have provided a list of the one which is acceptable.

\_\_\_\_\_ I have listed compatibility requirements that are necessary to the successful performance of this product provided a statement explaining why this is necessary

Funds Available \_\_\_\_\_ or \_\_\_\_\_

Yes

No

If funds are available, list FOAP to be charged:

_____	_____	_____	_____
FUND	ORGANIZATION	ACCOUNT	PROGRAM



Checklist for Preparation of Bid Requests-continued, Page 3

I HEREBY AFFIRM I HAVE NOT BEEN IN ANY AGREEMENT OR COLLUSION AMONG BIDDERS OR PROSPECTIVE BIDDERS IN RESTRAINT OF FREEDOM OF COMPETITION BY AGREEMENT TO BID AT A FIXED PRICE OR TO REFRAIN FROM BIDDING OR OTHERWISE.

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AUTHORIZED SIGNATURE (Ink Only)

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TYPED AUTHORIZED NAME

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TITLE OF AUTHORIZED PERSON

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NAME OF DEPARTMENT

**ALL SPECIFICATIONS MUST BE SUBMITTED ONLINE IN A  
WORD DOCUMENT**





# State of Alabama Disclosure Statement

(Required by Act 2001-955)

ENTITY COMPLETING FORM

ADDRESS

CITY, STATE, ZIP

TELEPHONE NUMBER

( )

STATE AGENCY/DEPARTMENT THAT WILL RECEIVE GOODS, SERVICES, OR IS RESPONSIBLE FOR GRANT AWARD

ADDRESS

CITY, STATE, ZIP

TELEPHONE NUMBER

( )

This form is provided with:

Contract     Proposal     Request for Proposal     Invitation to Bid     Grant Proposal

Have you or any of your partners, divisions, or any related business units previously performed work or provided goods to any State Agency/Department in the current or last fiscal year?

Yes     No

If yes, identify below the State Agency/Department that received the goods or services, the type(s) of goods or services previously provided, and the amount received for the provision of such goods or services.

STATE AGENCY/DEPARTMENT	TYPE OF GOODS/SERVICES	AMOUNT RECEIVED

Have you or any of your partners, divisions, or any related business units previously applied and received any grants from any State Agency/Department in the current or last fiscal year?

Yes     No

If yes, identify the State Agency/Department that awarded the grant, the date such grant was awarded, and the amount of the grant.

STATE AGENCY/DEPARTMENT	DATE GRANT AWARDED	AMOUNT OF GRANT

1. List below the name(s) and address(es) of all public officials/public employees with whom you, members of your immediate family, or any of your employees have a family relationship and who may directly personally benefit financially from the proposed transaction. Identify the State Department/Agency for which the public officials/public employees work. (Attach additional sheets if necessary.)

NAME OF PUBLIC OFFICIAL/EMPLOYEE	ADDRESS	STATE DEPARTMENT/AGENCY

OVER

2. List below the name(s) and address(es) of all family members of public officials/public employees with whom you, members of your immediate family, or any of your employees have a family relationship and who may directly personally benefit financially from the proposed transaction. Identify the public officials/public employees and State Department/Agency for which the public officials/public employees work. (Attach additional sheets if necessary.)

NAME OF FAMILY MEMBER	ADDRESS	NAME OF PUBLIC OFFICIAL/ PUBLIC EMPLOYEE	STATE DEPARTMENT/ AGENCY WHERE EMPLOYED

If you identified individuals in items one and/or two above, describe in detail below the direct financial benefit to be gained by the public officials, public employees, and/or their family members as the result of the contract, proposal, request for proposal, invitation to bid, or grant proposal. (Attach additional sheets if necessary.)

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Describe in detail below any indirect financial benefits to be gained by any public official, public employee, and/or family members of the public official or public employee as the result of the contract, proposal, request for proposal, invitation to bid, or grant proposal. (Attach additional sheets if necessary.)

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List below the name(s) and address(es) of all paid consultants and/or lobbyists utilized to obtain the contract, proposal, request for proposal, invitation to bid, or grant proposal:

NAME OF PAID CONSULTANT/LOBBYIST	ADDRESS

***By signing below, I certify under oath and penalty of perjury that all statements on or attached to this form are true and correct to the best of my knowledge. I further understand that a civil penalty of ten percent (10%) of the amount of the transaction, not to exceed \$10,000.00, is applied for knowingly providing incorrect or misleading information.***

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

\_\_\_\_\_  
Notary's Signature Date Date Notary Expires

*Act 2001-955 requires the disclosure statement to be completed and filed with all proposals, bids, contracts, or grant proposals to the State of Alabama in excess of \$5,000.*



Purchasing Department  
P. O. Box 1627  
Normal, Alabama 35762  
(256) 372-5227 Office  
(256) 372-5223 Fax

## **Contractor's E-Verify Clause and Affidavit**

Effective immediately, this notice shall be included in all Requests for Proposals (RFPs) or Invitations to Bid to provide labor, supplies, or services for Alabama A&M University pursuant to contracts to be signed on or after January 1, 2012.

### **E-VERIFY – NOTICE (RFP)**

The Beason-Hammon Alabama Taxpayer and Citizen Protection Act, Act No. 2011-535, *Code of Alabama (1975) § 31-13-1 through 31-13-30* (also known as and hereinafter referred to as “the Alabama Immigration Act”) is applicable to contracts with Alabama A&M University (the “University”). As a condition for the award of a contract and as a term and condition of the contract with the University, in accordance with § 31-13-9 (a) of the Alabama Immigration Act, any business entity or employer that employs one or more employees shall not knowingly employ, hire for employment, or continue to employ an unauthorized alien and shall attest to such by sworn affidavit signed before a notary. Such business entity or employer shall provide a copy of such affidavit to the University as part of its bid or proposal for the contract along with documentation establishing that the business entity or employer is enrolled in the E-Verify program. The required affidavit form is included at the end of this notice. ***A response to this RFP/Invitation which does not include the required affidavit and proof of E-Verify enrollment will be considered non-conforming and non-responsive. The University at its sole discretion may allow a reasonable period, not to exceed ten (10) business days, for non-conforming bids to be amended to comply with the Alabama Immigration Act. However, the University has no duty to alert any bidder that their response is non-conforming in any aspect.***

At the time of execution of the awarded contract, the contractor will be required to execute another affidavit in substantially the same form. In addition, during the performance of the contract, such contracting business entity or employer shall continue to participate in the E-Verify program and shall verify every employee that is required to be verified according to the applicable federal rules and regulations. The contracting business entity or employer shall assure and require that every subcontractor performing under the contract shall also comply with §31-13-9(c), and the contracting business entity or employer shall maintain records that are available upon request by the University, state authorities, or law enforcement to verify its compliance and the compliance of all subcontractors with the requirements of the Alabama Immigration Act. Failure to comply with these requirements may result in breach of contract, termination of the contract or subcontract, and possibly suspension or revocation of business licenses and permits in accordance with §31-13-9 (e) (1) & (2) or in the case of a subcontractor, in accordance with §31-13- 9 (f) (1) & (2).

**E-Verify Affidavit**

Compliance with the requirements of the Beason-Hammon Alabama Taxpayer and Citizen Protection Act, Act No. 2011-535, *Code of Alabama (1975) § 31-13-1 through 31-13-30* (also known as and hereinafter referred to as "the Alabama Immigration Act") is required for Alabama A&M University contracts as a condition of the contract performance. Please provide a duly executed and notarized affidavit in the appropriate form as describe below.

AFFIDAVIT 1

I, \_\_\_\_\_, a duly authorized officer or agent of \_\_\_\_\_(contractor), do execute this affidavit on behalf of \_\_\_\_\_(contractor) and by executing this affidavit, the undersigned contractor verifies that it is a sole proprietorship, partnership, corporation or other business entity (circle one) that has no employees.

The undersigned agrees that, should it employ or contract with any subcontractor(s) in connection with the physical performance of services pursuant to this contract with Alabama A&M University, that the Contractor will secure from such subcontractor(s) verification of compliance with *Code of Alabama (1975) § 31-13-9* in a form substantially similar to this affidavit. Contractor further agrees to maintain records of such compliance and provide a copy of each such verification to Alabama A&M University, at the time the subcontractor is retained to perform such services.

\_\_\_\_\_  
Name of Contractor

\_\_\_\_\_  
Signature of Authorized Officer or Agent of Contractor

\_\_\_\_\_  
Title of Authorized Officer or Agent of Contractor

\_\_\_\_\_  
Printed Name of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE \_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Notary Public  
My commission Expires:\_\_\_\_\_

**OR**

AFFIDAVIT 2

I, \_\_\_\_\_, a duly authorized officer or agent of \_\_\_\_\_(contractor), do execute this affidavit on behalf of \_\_\_\_\_(contractor) and by executing this affidavit, the undersigned contractor verifies its compliance with the Beason-Hammon Alabama Taxpayer and Citizen Protection Act, Act No. 2011-535 (*Code of Alabama (1975) § 31-13-9*), stating affirmatively that it does not knowingly employ, hire for employment, or continue to employ an unauthorized alien and that the sole proprietorship, partnership, or corporation or other business entity (circle one) which is contracting with Alabama A&M University has registered with and is participating in the federal work authorization program known as "E-verify", web address <https://e-verify.uscis.gov/enroll> operated by the United States Citizenship and Immigration Service Bureau of the United States Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603, in accordance with the applicability provisions of the Alabama Immigration Act.

The undersigned further agrees that, should it employ or contract with any subcontractor(s) in connection with the physical performance of services pursuant to this contract with Alabama A&M University, that the Contractor will secure from such subcontractor(s) verification of compliance with *Code of Alabama (1975) § 31-13-9* in a form substantially similar to this affidavit. Contractor further agrees to maintain records of such compliance and provide a copy of each such verification to Alabama A&M University, at the time the subcontractor is retained to perform such services.

\_\_\_\_\_  
E-Verify Employment Eligibility Verification User Identification Number

\_\_\_\_\_  
Name of Contractor

\_\_\_\_\_  
Signature of Authorized Officer or Agent of Contractor

\_\_\_\_\_  
Title of Authorized Officer or Agent of Contractor

\_\_\_\_\_  
Printed Name of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE \_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Notary Public

My commission Expires: \_\_\_\_\_

## Proof of Citizenship Demonstration and Declaration

(To be provided with Affidavit Form 1)

In order for an individual, including an individual who is a sole proprietor, a partner in a partnership, a general partner in a limited partnership, a partner in a non-registered limited liability partnership, or a sole member of a single member limited liability company, who is a U.S. Citizen to receive a public benefit or conduct a business transaction with Alabama A&M University, each such citizen must declare his or her U.S. citizenship by executing the declaration at the bottom of this form, and must demonstrate his or her U.S. citizenship by presenting a legible copy of one of the following items.

Note that if the presented item does not include picture identification, please also provide a copy of a valid form of picture identification, and if the presented item does not show the person's current legal name, please also provide a copy of a supporting document to verify the legal name change. Please check which of the listed items has been provided:

- Driver's license or non-driver's identification card** (issued by Alabama *or* the division of motor vehicles or the equivalent governmental agency of another state within the United States *if* the agency indicates on the applicant's driver's license or non-driver's identification card that the person has provided satisfactory proof of United States citizenship).
- Birth certificate**
- Pertinent pages of a United States valid or expired passport** (identifying the applicant and the applicant's passport number),
- United States naturalization documents or the number of the certificate of naturalization.** (If only the number of the certificate of naturalization is provided, the applicant shall not be awarded any contract until the number of the certificate of naturalization is verified with the United States Bureau of Citizenship and Immigration Services by the designated City Official, pursuant to 8 U.S.C. § 1373(c)).
- Other documents or methods of proof of United States citizenship** (issued by the federal government pursuant to the Immigration and Nationality Act of 1952, and amendments thereto).
- Bureau of Indian Affairs card number, tribal treaty card number, or tribal enrollment number.**
- Consular report of birth abroad of a citizen of the United States of America.**
- Certificate of citizenship** (issued by the United States Citizenship and Immigration Services).
- Certification of report of birth** (issued by the United States Department of State).
- American Indian card, with KIC classification,** (issued by the United States Department of Homeland Security).
- Final adoption decree** (showing the applicant's name and United States birthplace).
- Official United States military record of service** (showing the applicant's place of birth in the United States).
- Extract from a United States hospital record of birth** (created at the time of the applicant's birth indicating the applicant's place of birth in the United States).

### CITIZENSHIP DECLARATION

*Under penalty of perjury, I, \_\_\_\_\_, (print name of undersigned) the undersigned do hereby declare that I am a citizen of the United States of America.*

\_\_\_\_\_  
(Declarant's Signature and Date)



## Verification, Demonstration, and Declaration of Lawfully Present Alien

(To be provided with Affidavit Form 1)

- A. SAVE Verification.** In order for an individual, including an individual who is a sole proprietor, a partner in a partnership, a general partner in a limited partnership, a partner in a non-registered limited liability partnership, or sole member of a single member limited liability company, who is a lawfully present alien to receive a public benefit or conduct a business transaction with the City, the City must verify, using the Systematic Alien Verification of Entitlement (SAVE) Program, that such alien is lawfully present in the United States. In order to obtain such verification, each such alien must provide: (1) **his or her Alien Registration Number**, which is as follows: \_\_\_\_\_; and (2) **a copy of non-citizen immigration documents**.
- B. Presumptive Lawful Presence.** In order for an individual, including an individual who is a sole proprietor, a partner in a partnership, a general partner in a limited partnership, a partner in a non-registered limited liability partnership, or sole member of a single member limited liability company, who is a lawfully present alien to receive a public benefit or conduct a business transaction on a temporary basis pending final verification, each such alien must declare that he or she is a lawfully present alien, by executing the declaration at the bottom of this form, and must demonstrate presumptive lawful presence, by presenting a legible copy of one of the following items.

Note that if the presented item does not include picture identification, please also provide a valid form of picture identification, and if the presented item does not show the person's current legal name, please also provide a copy of a supporting document to verify the legal name change. Please check which of the listed items has been provided:

- A valid, unexpired Alabama driver's license.**
- A valid, unexpired Alabama non-driver identification card.**
- A valid tribal enrollment card or other form of tribal identification** (bearing a photograph or other biometric identifier).
- Any valid United States federal or state government issued identification document** (bearing a photograph or other biometric identifier, if issued by an entity that requires proof of lawful presence in the United States before issuance).
- A foreign passport with an unexpired United States Visa and a corresponding stamp or notation** (by the United States Department of Homeland Security indicating the bearer's admission to the United States).
- A foreign passport issued by a visa waiver country** (with the corresponding entry stamp and unexpired duration of stay annotation or an I-94W form by the United States Department of Homeland Security indicating the bearer's admission to the United States).

### DECLARATION OF LAWFULLY PRESENT ALIEN

*Under penalty of perjury, I, \_\_\_\_\_, (print name of undersigned) the undersigned do hereby declare that I am a lawfully present alien in the United States of America.*

\_\_\_\_\_ *(Declarant's Signature and Date)*

ALABAMA AGRICULTURAL AND MECHANICAL UNIVERSITY  
PURCHASING DEPARTMENT

**Request for Sole Source Justification**

Requisition No. \_\_\_\_\_

VENDOR NAME & ADDRESS

TELEPHONE NO. \_\_\_\_\_

**ITEM DESCRIPTION:**

**JUSTIFICATION FOR SOLE SOURCE PROCUREMENT:**

Use the following information as a guideline to support your sole/single source justification. In detail in the space provided, address the questions pertaining to your equipment. Submit this completed form, written quotes, and any other pertinent documentation as an attachment to the purchase requisition.

1 Does the product have special design and/or performance features, which are essential to your needs, such as unique capabilities, size constraints, portability, or instrument response time? ***If yes, list the technical reasons for requesting the purchase of a specific brand, type or vendor of equipment, services, or supplies.***

2. List comparable products/services and the reasons why they are not acceptable. Give vendor name, telephone number, model/catalog number, price and reason for rejection.

3. Is the requested item(s) an integral repair or replacement part/accessory compatible with existing equipment and available from the requested source only? If yes, list the existing equipment, manufacturer, model number and serial number,

4. Is the requested item(s) essential in maintaining experiment continuity? ***If yes, explain and specify how the purchase of other goods or services would jeopardize research.***

5. Explain in detail any additional determining factors that make this product unique. Attach any documents to support your statements.

6. Determination that anticipated cost will be fair and reasonable.

As the Principal Investigator, I certify that the above information is true and current to the best of my knowledge.

-----  
Signature of Principal Investigator

-----  
Date

-----  
Signature of Director/Department Chairperson/Dean

-----  
Date

-----  
Vice President

-----  
Date

**Note: No Sole Source documentation will be approved without this official form including signatures by the appropriate officials.**



Purchasing Department  
P. O. Box 1627  
Normal, Alabama 35762  
(256) 372-5227 Office  
(256) 372-5223 Fax

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## GENERAL CONDITIONS & GUIDELINES

1. **Requirements:** Alabama Agricultural and Mechanical University (“AAMU”, “the Awarding Authority”) must receive each vendor’s proposal package by mail or hand delivered no later than 2:00 P.M. Central Time on the proposal submission deadline, which will also be the date and time of the proposal opening. Unless otherwise noted, the proposal opening will take place at:

Alabama A&M University  
Purchasing Department  
4900 Meridian Street  
Patton Hall, Room 305  
Normal, AL 35762

All proposals received must be provided in a sealed envelope. (Ala. Code § 41-16-54 (b)) A faxed or emailed proposal does not meet the requirements of the statute because it is not sealed, and all such proposals will be deemed ineligible for award. (Attorney General’s Opinion # 91-016)

Mailed sealed bids/proposals sent to the Purchasing Department by logistics carriers such as FedEx, UPS, DHL, Airborne Express, and the U.S. Postal Service (USPS) must be sent to the following address:

Alabama A&M University  
Purchasing Department  
4900 Meridian Street  
Patton, Hall, Room 305  
Normal, AL 35762

2. **Proposal Preparation:** Alabama Agricultural and Mechanical University proposal forms must be completed and returned as a part of the bid quote/proposal. Proposals should be as thorough and detailed as possible so that AAMU may be able to properly evaluate a bidder's capabilities to provide the required products or services. All bidders must send descriptive literature and/or manufacturer's specifications along with any supplemental specifications necessary to compare the items proposal with the requirements set forth in the proposal form. **All proposals must be submitted within a sealed package with the bid number, opening date and time, and bidder's name and address clearly indicated on the envelope.** Bidders are required to submit all items required in the proposal package.

**Bidders should submit five (5) hard copies of the proposal and three (3) flash drives of the proposal saved in soft copy format within the sealed package. The proposal on each flash drive may be in Read-Only format so to allow for user viewing but no data manipulation.**

An authorized representative of the Bidding Agency shall sign RFP documents. All information requested must be submitted. Failure to submit all information requested may result in rejection of the proposal. Mandatory requirements are those required by law or regulation or are such that they cannot be waived and are not subject to negotiation.

All supporting documentation submitted with the proposal should be bound in that single volume.

Ownership of all data, materials, and documentation originated and prepared for the University pursuant to the RFP shall belong exclusively to AAMU and be subject to public review.

3. **Oral Presentation:** Bidders who submit a proposal in response to this RFP may be required to give an oral presentation of their proposal to the Awarding Authority. This will provide an opportunity for the Bidding Agency to clarify or elaborate on the proposal but will in no way change the original proposal. If an oral presentation is to be required, the Awarding Authority will schedule the time and location of these presentations. Oral presentations are an option of the Awarding Authority and may not be required to be conducted.
4. **Bid Bonds:** It may be required for any contract exceeding \$10,000 that the bidder submit with his or her bid a bid bond payable to Alabama A&M University in the amount not less than five percent (5%) of the base proposal to not exceed \$10,000. Bid bonds must be submitted in a form of a cashier's check, certified check, postal money order, irrevocable letter of credit, or U.S. Treasury Notes in lieu of a bid bond. No personal checks or company checks will be accepted. If a bid bond, when required, is not included in a bid package, the bidder's bid package will not receive further consideration. **For this RFP, a bid bond will not be required.**
5. **Award:** Alabama Agricultural and Mechanical University ("AAMU", "the Awarding Authority") reserves the right to accept or to reject any or all proposals and is not bound to

accept the lowest bid if that bid is contrary to the best interests of the University. In making an award, intangible factors such as a bidder's service, integrity, conformity with specifications, transportation charges, terms of delivery, facilities, equipment, reputation, and past performance history will be weighed along with the quality displayed in the samples submitted (Ala. Code § 41-16-57 (a)). Bids may be awarded either item by item, in product groups, or all or none, whichever appears to be in the best interests of the University. Selection shall be made of one bidder deemed to be fully qualified and best suited among those Bidders that submitted proposals on the basis of the evaluation factors included in this RFP. Financial criteria shall be considered, but will not be the sole determining factor. After reviews have been conducted, the Awarding Authority shall select the Bidding Agency which has made the best proposal and shall award the proposal to that Bidding Agency. The Awarding Authority may cancel this RFP or reject any and all proposals at any time prior to an award.

A proposal accepted in error as the lowest responsible proposal is null and void and AAMU, upon discovery of the error, may accept the lowest proposal and award the contract to that bidder. (Attorney General's Opinion # 2002-071)

Under Ala. Code § 41-16-57 (c), the Awarding Authority may consider lifecycle costs in making its determination of the lowest responsible bidder.

Under Ala. Code § 41-16-57 (b), the Awarding Authority shall give preference to commodities produced in Alabama or sold by Alabama companies provided there is not a loss in price or quality. However, when the lowest bidder is a foreign entity, meaning that the vendor does not have a place of business within the State of Alabama, AAMU may award the contract to an "in-state" responsible bidder if his or her proposal is within ten percent (10%) of the foreign entity's lowest responsible proposal. AAMU may also award the contract to any of the following "in-state" responsible Bidders that are within ten percent (10%) of the foreign entity lowest bidder:

- A. A woman-owned enterprise
- B. A small business enterprise
- C. A minority-owned business enterprise
- D. A veteran-owned business enterprise
- E. A disadvantaged-owned business enterprise

If an "in-state" vendor is not within ten percent (10%) of the foreign entity lowest responsible bidder, the contract will be awarded to the foreign entity.

The Purchasing Department of the University is the only agency authorized to award a contract for the proposed purchases. All pertinent State of Alabama purchasing codes and University policies and procedures apply.

6. **Second Lowest Responsible Bidder:** An Awarding Authority can award the proposal to the second lowest responsible bidder if the lowest responsible bidder defaults on the contract after the award has been made, but only under any of the following circumstances:

- A. The lowest responsible bidder notifies the Awarding Authority in writing that he or she will no longer comply with the contract's terms.
- B. The Awarding Authority documents the default in writing.

The second lowest responsible bidder shall only receive the award given that he or she agrees to all the terms and conditions in the original proposal.

- 7. **Proposal Withdrawal:** No proposals may be withdrawn without approval from Alabama Agricultural and Mechanical University's Purchasing Department. Any requests for withdrawal must be in writing to the Purchasing Department within five (5) days after the proposal opening date with justification or reason for the withdrawal. More than two (2) such requests could result in removal from our proposal list. No proposal may be withdrawn after the issuance of a purchase order. If a withdrawal is made after the purchase order is issued, the vendor will be considered in default. Refer to "Default of Contractor."

Alabama Agricultural and Mechanical University may remove any vendor from the Bidders List after a vendor fails to respond to three consecutive Invitation to Bid or RFP requests.

- 8. **Proposal Rejection:** The Awarding Authority may reject any proposal if the price is deemed excessive or the quality of the product inferior. (Ala. Code § 41-16-57 (c)) In the event only one bidder responds to an invitation to proposal, the Awarding Authority may reject the proposal and negotiate the purchase or contract, provided that the negotiated price is lower than the proposal price and there are no change in specifications. (Ala Code § 41-16-50 (a) and Attorney General's Opinion # 98-140). In the event only one bidder responds to an invitation to proposal, the Awarding Authority may also advertise for and seek other competitive proposals. Where only one responsible and responsive proposal is received, AAMU may only negotiate for a price lower than the single proposal received.
- 9. **Prices and Payment Terms:** Bidders should quote applicable cash discounts. The University will not take into consideration in the proposal evaluation any cash discount of less than thirty (30) days of duration. However, we will take advantage of all discounts for which we are eligible. Identify these discounts in your proposal response. Proposals containing "payment in advance" or "cash on delivery (COD)" requirements may be rejected.
- 10. **Applicable Law:** It is agreed that this quotation is valid to the extent that it does not violate the constitution or the laws of the State of Alabama.

Bidder represents and warrants that all article and services covered by this proposal meet or exceed the safety standards established and promulgated under the Federal, Occupational Safety and Health Act of 1970, No. 2006, and its regulations in effect or proposed as the date of this proposal.

The furnishing of materials, supplies, equipment, or service to Alabama Agricultural and Mechanical University under this purchase order, contract, solicitation for proposals, or construction specification constitutes assurance by the vendor or contractor of his compliance with applicable provisions of an pertinent regulations promulgated under Executive Order 11246, date September 28, 1965 issued by the President of the United States of America, and Public Law 88-352, 88<sup>th</sup> Congress, the “Civil Rights Act of 1964.”

11. **Non-Collusion:** Any agreement or collusion among Bidders or prospective Bidders in restraint of freedom of competition, by agreement to proposal at a fixed price or to refrain from bidding, or otherwise, shall render the proposals of such Bidders void. Each bidder certifies that he has not been a party to such an agreement by signing this proposal.
12. **New Products:** Unless specifically called for in the proposal, all products for purchase must be new, never previously used, and the current model and/or packaging. No remanufactured or refurbished, demonstrator, used, or irregular product will be considered for purchase unless otherwise specified in the proposal. The manufacturer’s standard warranty will apply unless otherwise specified in the proposal. All requests should be supplied complete, ready to be installed, including all cabling and connectors, where applicable.
13. **Bonds:** Bid bond and/or performance security bond, when required will be indicated. Such is not required for this solicitation.
14. **Proposal Submission:** Failure to submit a proposal on the official Alabama Agricultural and Mechanical form provided for that purpose shall be a cause for rejection of the proposal. Return of the complete document is required. Modification of or additions to any portion of the solicitation may be cause for rejection of the proposal; however, AAMU reserves the right to decide, on a case-by-case basis, in its sole discretion, whether or not to reject such a proposal as non-responsive.

All information shall be typewritten or handwritten in the appropriate spaces on the forms. Mistakes may be crossed out and corrections inserted before submission of your proposal. Corrections shall be initialed in ink by the person signing the proposal.

**All proposals must be submitted in a sealed envelope bearing on the outside the name and address of the vendor, proposal or bid number, name of the project, and date.**

All proposals must be signed. Failure to do so will result in rejection of the proposal.

15. **Indemnification:** Vendor agrees to indemnify and hold harmless Alabama A&M University, its officers, agents, servants, employees, successors, and/or assigned from all liability, losses, claims, demands, actions, debts, and expenses of every name and nature for personal or bodily injury including any resulting in death, damage to property, and/or other injury of damage arising out of or as a consequence of its acts or omissions in performing under this Agreement, its presence on the University’s premises, or the



existence of this Agreement or any matter related hereto. This indemnification agreement shall include all costs, including reasonable attorney's fees and court costs, incurred by the University in connection with the defense against any such claim of liability.

16. **Delivery:** Time of delivery shall be stated as the number of calendar days following receipt of the order by the vendor, to receipt of the goods by Alabama Agricultural and Mechanical University.

Delivery time may be a criterion in awarding proposals. Specify earliest possible delivery after receipt of order. Failure to deliver within the time the vendor specified in the proposal will constitute a default and may cause cancellation of the contract. Refer to "Default of Contractor."

All prices quoted are to include Free on Board (F.O.B.) shipping to Alabama Agricultural and Mechanical University, Central Receiving Building, 453 Buchanan Way, Normal, AL 35762 (unless another F.O.B. point is stated by the University on the proposal form). The successful bidder must assume all responsibility for damage in transit. When installation is required, it will be stated in the proposal requirements. If you are not quoting a delivered price, you must indicate your shipping provider / logistics carrier and all related transportation costs itemized in your proposal for evaluation purposes.

17. **Proposal Terms:** Bidders must show unit prices, extensions, and total price, where applicable. In the event of a discrepancy between the unit price and the extension, the unit price shall govern. Proposals shall remain firm for a minimum of thirty (30) days from the date of proposal opening and any exceptions must be clearly stated.
18. **Proposal Opening:** Bidders may attend the proposal opening, but no information or opinions concerning the ultimate award will be given at the proposal opening or during the evaluation process. After the public opening of this proposal, the results will not be available to Bidders not attending the opening until after an award is made.
19. **Proposals are Public Record:** All proposals become a matter of public record at proposal award. Alabama Agricultural and Mechanical University accepts no responsibility for maintaining confidentiality of any information submitted with proposal whether labeled confidential or not.
20. **Standards of Quality:** When a material, article, or piece of equipment is identified in these specifications by reference to manufacturer's or vendor's name, trade name, catalog, and stock numbers, etc., it is intended merely to establish a standard; and, any material, article or equipment of other manufacturer and vendor which will perform equally the duties imposed by the general design, provided the material, article, or equipment proposed, is in the opinion of the Purchasing Agent of equal substance and function. It shall not be purchased or installed by the contractor without the Purchasing Agents' written approval.

The bidder is responsible to clearly and specifically indicate the product being offered and to provide sufficient descriptive literature, catalog cuts and technical detail to enable AAMU to determine if the product offered meets the requirements of the RFP. Normally in competitive sealed bidding only the information furnished with the proposal will be considered in the evaluation. Failure to furnish adequate data for evaluation purposes may result in declaring a proposal non-responsive. Unless the bidder clearly indicates in its proposal that the product offered is an "Equal" product, such proposal will be considered to offer the brand name product referenced in the invitation. References to manufacturers, suppliers, catalog numbers, etc. are intended to establish quality standards and does not exclude proposals from others as long as quality standards are met. Offers of equal items must state the brand and quality standard. Alabama Agricultural and Mechanical University will be the sole judge of Equal items offered.

21. **Vendor Authorization:** Vendor must be an authorized distributor/agent to sell products proposed in this proposal request. When it is deemed to be in the best interest of the University, the Purchasing Department may request an on-site premise visit to examine the facility.
22. **Default of Contractor:** Where the University has determined the contractor to be in default, the University reserves the right to purchase any or all products or services covered by the contract on the open market and to charge the contractor with cost in excess of the contract price. Until such assessed charges have been paid, no subsequent proposal from the defaulting contractor will be considered.
23. **Fiscal Funding Clause:** The continuation of this contract is contingent upon the appropriation of funds to fulfill the requirements of the contract by the legislature. If the legislature fails to appropriate sufficient monies to provide the continuation of a contract, the contract shall terminate on the date of the beginning of the first fiscal year for which funds are not appropriated.
24. **Contract Cancellation:** The Purchasing Department has the right to cancel any contract, in accordance with Purchasing Rules and Regulations, for cause, including, but not limited to, the following: (1) failure to deliver within the agreed upon contract duration; (2) failure of the product or service to meet specifications, conform to sample quality, or to be delivered in good condition; (3) misrepresentation by the contractor; (4) fraud, collusion, conspiracy, or other unlawful means of obtaining any contract with the State; (5) conflict of contract provisions with constitutional or statutory provisions of state or federal law; and (6) any other breach of contract.
25. **Warranties:** Should merchandise described on this proposal contain a manufacturer's warranty, Bidders must state the warranty terms in the space provided on the proposal. Proposals offered for merchandise when no warranty applies must clearly state: "NO WARRANTY COVERAGE." Warranty information may be criteria in making this award.

Failure of Bidders to furnish this data may cause rejection of the complete proposal as being non-responsive.

26. **Disclosure Statement:** The successful bidder will be required to file with the Purchasing Department a disclosure statement of relationship between contractors/grantees and employees/officials of the University. This form must be completed prior to issuance of the Purchase Order by Alabama Agricultural and Mechanical University.
27. **Protest of Award:** Any protest by a Proposer must be timely and in conformance with applicable procurement regulations. The fifteen (15) day protest period for responsive Proposers shall begin on the day following the University's written notification to all responding Proposers of the awarded vendor. Protests must be written and include the name and address of the protestor, the number assigned to this RFP by the University, and a statement of the grounds for the protest.

The protest must be delivered to:

Alabama A&M University  
Attn: Timothy Thornton, Director of Purchasing  
4900 Meridian Street  
Purchasing Department  
Patton Hall, Room 305  
Normal, AL 35762



Purchasing Department  
P. O. Box 1627  
Normal, Alabama 35762  
(256) 372-5227 Office  
(256) 372-5223 Fax

## PROPOSAL REQUIREMENTS

### 1. PROPOSAL REQUIREMENTS

Each vendor is expected to submit a fully detailed proposal that adequately describes the advantages and benefits, which the University would realize by acceptance of its proposal. The response to this RFP shall consist of the following tabbed sections:

- Letter of Transmittal
- Executive Summary
- Corporate Background and Experience
- Project Staffing and Organization
- Technical Approach
- Cost Proposal and Execution of Proposal
- Financial Reports
- Vendor's Standard Form of Agreement, if applicable
- Additional Information and Attachments, as required
- References

**A. Letter of Transmittal:** The letter of transmittal shall consist of the proposal cover letter highlighting the contents of this proposal, and bearing the authorized representative's signature. It should include an introduction of the vendor's company, the name, address, telephone number, email address, and fax number of the person to be contacted along with others who are authorized to represent the company in dealing with this RFP.

**B. Executive Summary:** An executive summary will briefly describe the vendor's approach and clearly indicate any options, alternatives, or enhancements being proposed. It should also indicate any major requirements that cannot be met by the vendor. Alabama A&M University will assume full compliance with all specifications herein if no exception is taken. *Any award made by the University hereunder shall bind the vendor to the terms, conditions, and specifications set forth in this Request for Proposal. Vendors whose proposals do not conform to said terms, conditions, and specifications should so note in their response to this section.* No exemptions will be considered to have been taken by a vendor unless it is properly set out as provided above.

**C. Corporate Background and Experience.** This section shall include background information on the organization and should give details of experience with similar projects. Proposers shall provide a list of five (5) references of clients of same or similar type services. The reference list shall include current clients whose services have been provided within the past three years and at least one contact person and telephone number per reference. At least two of these references should be institutions of higher education. The University reserves the right to contact clients for reference checks.

**D. Project Staffing and Organization.** This section must include the proposed staffing, deployment, and organization of personnel to be assigned to this project.

The vendor shall provide information as to the qualifications and experience of all executive, managerial, legal, and professional personnel to be directly assigned to this project, citing experience with similar projects, credentials, and the responsibilities to be assigned to each person.

**E. Technical Approach:** This section shall include, in narrative, outline, and/or graphic form the vendor's approach to accomplishing the tasks outlined in the Request for Proposal. The vendor must demonstrate their ability to meet all specifications as outlined in the Request for Proposal.

**F. Cost Proposal and Execution of Proposal:** The Cost Proposal must be submitted on the "COST PROPOSAL SHEET" with all required information provided. Complete the "EXECUTION OF PROPOSAL," which must be signed by the Vendor's Representative.

**G. Financial Reports:** Furnish a current audited financial report for the company's most recent fiscal year.

**H. Vendor's Standard Form of Agreement:** If the University will be required to sign the vendor's standard form of agreement, it MUST be submitted with your proposal for review by University Legal Counsel. Proposals that are contingent upon the University's acceptance of the vendor's terms and conditions may be at a competitive disadvantage in the evaluation process. Further, if the University cannot accept the vendor's terms and conditions, the University may reject such proposals as non-responsive.

**I. Additional Information and attachments, if any.**

**J. References.** Proposers shall provide a list of five (5) references of clients of same or similar type services. The reference list shall include current clients whose services have been provided within the past three years and at least one contact person and telephone number per reference. At least two of these references should be institutions of higher education. The University reserves the right to contact clients for reference checks.

**K. COST PROPOSAL [Attached.]** A Cost Proposal must be submitted for each implementation option proposed.

**L. EXECUTION OF PROPOSAL**

By submitting this proposal, the potential vendor certifies the following:

- A. This proposal is signed by an authorized representative of the firm.
- B. The cost and availability of all equipment, materials, and supplies associated with performing the services described herein have been determined and included in the proposed costs.
- C. The potential vendor has read and understands the conditions set forth in this RFP, and agrees to them with no exceptions.
- D. Therefore in compliance with this Request for Proposals, and subject to all conditions herein, the undersigned offers and agrees, if this proposal is accepted within 30 days from the date of the bid opening, to furnish the subject services.

VENDOR: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

CITY, STATE, ZIP: \_\_\_\_\_

TELEPHONE NUMBER: \_\_\_\_\_

FEDERAL EMPLOYER IDENTIFICATION NUMBER: \_\_\_\_\_

BY: \_\_\_\_\_ TITLE: \_\_\_\_\_

(Signature)

\_\_\_\_\_

Typed or Printed Name

\_\_\_\_\_

Date

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**2. GENERAL INFORMATION ON SUBMITTING PROPOSALS**

- A. **Exemptions:** Any exception taken to ANY portion of this Request for Proposals must be so stated on the proposal response sheets or Alabama A&M University will assume full compliance with all requirements as stated. The successful vendor will be responsible and accountable for providing those terms as specified in its proposal response.

- B. Competitive Offer:** The signer of any proposal submitted in response to this RFP certifies that his proposal has not been arrived at collusively or otherwise in violation of either Federal or Alabama antitrust laws.
- C. Reference to Other Data:** Only information which is received in response to this RFP will be evaluated.
- D. Elaborate Proposals:** Elaborate proposals in the form of brochures or other presentations beyond that necessary to present a complete and effective proposal are not desired.
- E. Costs for Proposal Preparation:** Any costs incurred by vendor in preparing or submitting proposals are the vendors' sole responsibility. Alabama A&M University will not reimburse any costs incurred in the submission of this proposal.
- F. Time for Acceptance:** Each proposal shall state that it is a firm offer which may be accepted within a period of 30 days. Although the contract is expected to be awarded prior to that time, the 30 day period is requested to allow for unforeseen delays.
- G. Right to Submitted Materials:** All responses, inquiries, or correspondence relating to or in reference to the RFP and other reports, charts, displays, schedules, exhibits, and other documentation submitted by the vendor shall become the property of the University when received.
- H. Vendor's Representative:** Each vendor shall submit with its proposal the name, address, and telephone number of the person(s) with authority to bind the firm and answer questions or provide clarification concerning the firm's proposal.
- I. Subcontracting:** Awarded vendor is authorized to subcontract a portion of the work under the provisions of Section 3.M below.
- J. Clarification of Terms:** If a Proposer has questions about the specifications or other solicitation documents, the Proposer should contact the Director of Purchasing. Any revisions to the solicitation will be made only by addendum issued by the University.
- K. Withdrawal of Proposal Prior to Closing Date:** The Proposer may request withdrawal of its proposal under the following circumstances:
- i. Proposals may be withdrawn by written notice from the Proposer to the University's Director of Purchasing, prior to the RFP closing date and time. The withdrawal shall be made by the person signing the proposal or by an individual(s) who is authorized by the Proposer. The Proposer must provide written evidence of the individual's authority to withdraw the proposal if the individual withdrawing the proposal is other than the person signing the proposal. Proposals may be withdrawn no later than two (2) business days prior to the closing date.
  - ii. Requests for withdrawal of proposals after opening of such proposal but prior to award shall be transmitted to the University's Director of Purchasing, in writing, accompanied by full documentation supporting the

request. If the request is based on a claim of error, documentation must show the basis of the error.

- iii. Proposals may be withdrawn for good cause after the closing date and prior to award. No Proposer who is permitted to withdraw a proposal shall, for compensation, supply any material or labor to or perform any subcontract or other work agreement for the person or firm to whom the Contract is awarded or otherwise benefit, directly or indirectly, from the performance of the project for which the withdrawn proposal was submitted.

**L. Late Proposals:** Proposals received after the proposal closing date and time shall not be considered.

**M. Withdrawal of Proposals after Proposal Opening:** A Proposer may withdraw his proposal from consideration if the cost proposal was substantially lower than the other proposals due solely to a mistake therein, provided the proposal was submitted in good faith, and the mistake was a clerical mistake as opposed to a judgment mistake, and was actually due to an unintentional arithmetic error or an unintentional omission of a quantity of work, labor or material made directly in the compilation of a proposal, which unintentional arithmetic error or unintentional omission can be clearly shown by objective evidence drawn from inspection of original work papers, documents and materials used in the preparation of the proposal sought to be withdrawn.

The Proposer shall give notice in writing of his claim of right to withdraw his proposal along with his original work papers, documents, and materials used in the preparation of the proposal to the University's Director of Purchasing, within five (5) days of the conclusion of the proposal opening procedure. If the withdrawal is allowed, the Proposer is prohibited from working on the contract or from bidding on the same project if it is re-advertised.

### **3. Contractual Terms and Conditions**

#### **A. Governing Law**

This proposal and the subsequent contract are made under and shall be governed and construed in accordance with the laws of the State of Alabama.

#### **B. Situs**

The place of the contract, its situs and form, shall be Alabama, where all matters, whether sounding in contract or tort, relating to its validity, construction, interpretation, and enforcement shall be determined.

#### **C. Standard of Performance**

The Vendor shall give its best effort to the performance of its undertaking under the contract, shall perform all services to be provided hereunder consistent with the highest standards of care, skill, and diligence, and shall employ sound, business-like, effective, and exemplary practices.

#### **D. Interest of Vendor**



The Vendor covenants that it presently has no interest, director indirect, which would conflict in any manner or degree with the performance of its services hereunder. The Vendor further covenants that in the performance of this proposal no such person having such interest shall be employed or engaged.

#### **E. Key Personnel & Substitutions**

The Vendor shall not substitute key personnel assigned to the performance of the contract without prior written approval by the President, Vice President for Business & Finance, or the department of the University where the services or products are being utilized. The individuals designated as key personnel for purposes of the contract are those specified in the Vendor's proposal. No substitutions shall be permitted after award without the written approval of the University. The University will consider requests for substitutions of personnel and methods only when such requests are accompanied by full and complete technical data and all other information required to evaluate the proposed substitution.

#### **F. Force Majeure**

The Vendor shall notify the University promptly of any material delay in the performance of the work specified and shall state in writing the revised performance date as soon as practicable after the notice of delay. Neither party shall not be liable for delays in performance unavoidably caused by circumstances beyond its control, such as labor disputes, civil disorders, acts of war, acts of God, governmental action, etc., but it will be liable for all other delays, including specifically that caused by its own fault or negligence.

- a. In case of default by the Vendor, Alabama A&M University may procure the services from other sources and hold the Vendor responsible for any excess cost occurred thereby. The University reserves the right to require bid bonds or other acceptable guarantees from the successful vendor without expense to the University. Upon entering of a judgment of bankruptcy of insolvency by or against the Vendor, the University may terminate the contract for cause.

#### **G. Delays**

When delay occurs due to reasonable causes beyond the control of the Contractor, including but not limited to acts of God, acts of government or any governmental agency, war or war conditions, riot or civil conditions, sabotage, strikes, lockouts, accident, fire, flood, typhoons, hurricanes, explosion, damage to equipment, or facilities, the time for performance and completion of work may be adjusted and extended as required to accommodate those delays and their effect. Upon written receipt of a request and justification for an extension from the Contractor, the University Contracting Officer may extend the time for performance of the Contract or delivery of work herein specified at the University Contracting Officer's sole discretion. The Contractor shall use reasonable diligence to remove or overcome any such causes as expeditiously as possible.

#### **H. Site Investigation and Conditions Affecting the Work**

The Contractor agrees that to the fullest practical extent it has satisfied itself by its own investigation and research regarding all conditions affecting the work to be performed, labor needed, and that its decision to execute the work is based on such investigation and research in addition to the estimate of the quantities or other information presented herein.

#### **I. Termination**

If either party shall be in material breach of a provision of this agreement and such breach shall not be cured within sixty (60) days after receipt of written notice thereof, then, in addition to all other remedies available to it, the non-breaching party may elect to terminate this agreement. Notwithstanding the foregoing, neither party shall be considered to have breached a provision hereof if a performance is prevented or delayed by act of God or other circumstance beyond a party's reasonable control.

#### **J. Contract Rights Upon Termination**

In the event of a termination of this proposal by the University, Vendor shall have ninety (90) days from the date of termination to transfer all data stored in their systems to Alabama A&M University.

#### **K. Conduct on Premises**

The Vendor agrees that all persons working for or on its behalf whose duties bring them upon the University's premises shall obey all applicable rules and regulations established by the University and shall comply with the reasonable directions of the University's officers.

The Vendor shall be responsible for the acts of its employees and agents while on the University's premises and for all injury to persons and damages to property located on University premises caused by its employees and agents. Accordingly, the Vendor agrees to take all necessary measures to prevent such injury and damage. The Vendor shall promptly repair, to the specifications of the University's Facilities Director, any damage that it, or its employees or agents may cause to the University's premises or equipment. In the event the Vendor fails to do so, the University may repair such damage and the Vendor shall reimburse the University promptly for the cost of the repair.

The Vendor agrees that, in the event of an accident of any kind on the University's premises involving any of its employees or agents, the Vendor will immediately notify the Director of Human Resources, and thereafter furnish a full written report of such accident.

#### **L. Contractor Responsibilities**

The Contractor shall be completely responsible for supervising and directing the work under the Contract and all Subcontractors that it may utilize, using adequate skill and attention. Subcontractors who perform work under the Contract shall be responsible to the prime Contractor. The Contractor agrees that it is fully responsible for the acts and

omissions of its Subcontractors and of persons employed by the Contractor as it is for the acts and omissions of its own employees.

#### **M. Subcontracting**

In the event that the Contractor desires to subcontract any part of the work specified herein, the Contractor shall identify in the proposal, the names, qualifications, and experience of the proposed Subcontractors. Any changes in Subcontractors after award of the Contract shall be subject to approval by the University.

No portion of the work shall be subcontracted without prior written consent of the University, and any Subcontractors must be identified as per the paragraph above.

The Contractor shall submit to the University for approval and attachment to the Contract, a list of Subcontractors and their required signed certifications and contact information. During the period of performance, the Contractor shall not substitute Subcontractors and/or key personnel without the written approval of the University. The Contractor shall notify the University within five (5) calendar days after the occurrence of any of these events and provide information as to the circumstances necessitating the proposed change, new Subcontractor information and other information as requested.

Proposed substitutions must have comparable qualifications and experience to those being replaced. The University will notify the Contractor within ten calendar days after the receipt of all required information if this change is approved and the University and the Contractor shall subsequently amend the required Contract documents.

#### **N. Contractor Licenses and Permits**

Without additional cost to the University, the Contractor shall be responsible for obtaining, and maintaining, any and all necessary licenses and permits, and complying with all applicable Federal, State, and Local laws in connection with the performance of this work.

#### **O. Care of Property**

The Vendor agrees that it shall be responsible for the proper custody and care of any property furnished it for use in connection with the performance of the contract or purchased by it for the contract and will reimburse Alabama A&M University for loss of damage of such property.

#### **P. Compliance with Law**

The Vendor shall comply with all laws, ordinances, codes, rules, regulations, and licensing requirements that are applicable to the conduct of its business, including those of federal, state, and local agencies having jurisdiction and/or authority.

#### **Q. Non-discrimination**

Operator agrees that it shall not, with respect to any activity carried out on the premises of the University or relating in any way to the agreement, discriminate unlawfully against any person on the basis of race, color, national origin, religion, sex, age, disability, or handicap. The equal opportunity clauses required under Executive Order 11246 and regulations issued thereunder are made a part of the agreement by reference.

**R. Insurance**

The Vendor is only responsible for general property risks of accidental loss to the building, and/or other equipment or furnishings owned by the University and provided to the Vendor under the contract, except when caused by Vendor negligence.

**S. Entire Agreement**

This proposal and any documents incorporated specifically by reference represent the entire agreement between the parties and supersede all prior oral or written statements or agreements. This Request for Proposals, any addenda thereto, and the Vendor's proposal are incorporated by reference as though set forth verbatim.

All requirements, terms, conditions, provisions, representations, guarantees, and warranties contained herein shall survive the contract expiration or termination date unless specifically provided otherwise herein, or unless superseded by applicable Federal or State statutes of limitation.

**T. Invoicing and Payment**

Contractor shall submit invoices at the end of each monthly billing period. Invoice amounts shall be based on the Contractor's services rendered. Contractor shall offer the University credit terms of Net 30 for each invoice. Hardcopy invoices should be sent via USPS mail to:

Alabama A&M University  
Accounts Payable  
Patton Hall, Room 105  
Normal, AL 35762

Or electronically by email to [accounts.payable@aamu.edu](mailto:accounts.payable@aamu.edu)

**U. Amendments**

This proposal may be amended only by written amendments executed by Alabama A&M University.

**V. Request for Proposal**

Vendors must be aware that this is a request for offers, not a request to contract, and Alabama A&M University reserves the right to reject any and all proposals when such rejection is deemed to be in the best interests of the University.



Purchasing Department  
P. O. Box 1627  
Normal, Alabama 35762  
(256) 372-5227 Office  
(256) 372-5223 Fax

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## MEMORANDUM

To: All Departments

FROM: Jeffrey L. Robinson, Director  
Purchasing & Property Management Divisions

RE: Disclosure Statement requirements  
Alabama A&M University

DATE: June 4, 2014

As stated by the Office of the Attorney General, *A single disclosure statement filed each fiscal year by a vendor awarded multiple contracts, grants or purchase orders "does not" satisfy the requirements of section 41-16-82 of the Code of Alabama.* Therefore, each vendor is required to submit a disclosure statement for every *single* proposed contract, grant, or purchase order awarded that is over the amount of \$5000.00.

A vendor, who has been awarded a contract, bid or grant and has submitted the required disclosure statement with their proposals, will not be required to continuously submit a disclosure statement for every proposed purchase as long as the proposed purchase is specified in the awarded contract, bid or grant. For example: Athens Paper has filed a disclosure statement with their bid proposal. Therefore all purchase orders over \$5000, under that agreement would not require another disclosure statement to be filed for each order.

A vendor who is a *subcontractor* would not be required to file a disclosure statement as long as the *primary contractor* who has been awarded a contract or grant, has filed a disclosure statement with their proposals. The subcontractor would be covered by the primary contractors' disclosure statement filing.

The Purchasing Department is unable to process purchase orders for any vendors who have not filed the required disclosure statements.

Finally, also be reminded that, with the exception of contracts for public works whose competitive bidding requirements are governed exclusively by Title 39, all contracts of whatever nature for labor, services, work, or for the purchase or lease of materials, equipment, supplies, other personal property or other nonprofessional services, involving fifteen thousand dollars (\$15,000) or more, made by or on behalf of the University must be bid unless specifically exempted by the Code of Alabama.



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## MEMORANDUM

TO: All Departments

FROM: Tim Thornton, Director of Purchasing

DATE: April 26, 2017

SUBJECT: **AIRLINE TRAVEL PROCEDURES & EGENCIA RESERVATIONS**

Alabama A&M University's adoption of Egencia in 2013 as the University's standard air business travel solution has streamlined the process of arranging and reserving flights for faculty, staff, students, and guests.

All travelers are expected to book their flights exclusively through Egencia. Travelers who wish to book their travel without using Egencia have the burden of proof to provide all necessary receipts, approvals, and other supporting documentation with the Travel Expense Report before reimbursement will be granted. The University reserves the right to deem the supporting documentation provided as insufficient and deny a request for reimbursement.

### **Travel arrangers should follow these procedures every time a flight is to be reserved in Egencia:**

1. Go to Egencia ([www.egencia.com](http://www.egencia.com)), as if you are arranging the flight reservation, to generate a quote for the airfare. Do not reserve the flight at this time.
2. Use this quote as a baseline to create the encumbrance for airfare in Banner INB. Ensure the encumbrance's value is sufficient to cover the flight cost as found in Egencia.
3. One encumbrance (FGAENCB) should be established to cover all travel costs. There should not be one encumbrance established for airfare and a different encumbrance established for all other travel expenses.

Detailed expense data, as noted in the University's Travel Policy, Section II b Procedures, must be provided in the Document Text field of FGAENCB.

4. The details of the flight's encumbrance must be provided on a Travel Authorization Request Form. There must be one Travel Authorization Request Form per encumbrance. At a minimum, the Travel Authorization Request Form must be signed and dated by the Traveler and the Department Head. If funds from externally sponsored programs are to be used, the funding department, i.e. Title III or the Sponsored Programs Office, must also authorize the travel request by approving the Travel Authorization Request Form.

5. The approved Travel Authorization Request Form must be emailed to the Director of the Purchasing Department or his designee. The Purchasing or Travel Department within the Office of the Comptroller may require incomplete or inaccurate forms to be resubmitted.
6. The approved Travel Authorization Request Form must be received and the Travel Encumbrance must be approved in Banner INB before the flight can be booked.
7. Go to Egencia to reserve the flight. The Purchasing Department will approve and book the flight.
8. **Egencia should only be used to book flights. Hotels and vehicle rentals should not be reserved within Egencia.** For the University's reimbursement policies regarding hotels, personal vehicle mileage, meals, and incidentals, please refer to the University's travel policy referenced below:  
<http://www.aamu.edu/administrativeoffices/hrservices/Documents/Procedure%20No.3.4%20Travel%20Procedures%20August%2012,%202013.pdf>
9. Travelers are encouraged to choose Delta Air Lines, the preferred airlines of Alabama A&M University, for each flight. However, any airline is accepted. Travelers should obtain the most economical, Economy/Coach fare available except when such accommodations would (a) require unreasonable routing; (b) require travel during unreasonable hours; (c) excessively prolong travel or flight duration; (d) result in increased cost that would offset transportation savings; or (e) offer accommodations not reasonably adequate for the medical needs of the traveler.

In determining the most economical option, the time of the flight plays a major part. Acceptable travel times start as early as 5:00 A.M. Central Standard Time. Travel requests may be disputed or denied if more cost effective choices exist. Special circumstances will be considered on an individual basis.



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TO: All Departments  
FROM: Tim Thornton, Director of Purchasing  
DATE: October 23, 2017  
SUBJECT: **STATE OF ALABAMA COMPETITIVE BID REQUIREMENTS**

Section 41-16-20 of the Code of Alabama 1975 requires that “all contracts of whatever nature for labor, services, work, or for the purchase or lease of materials, equipment, supplies, other personal property or other nonprofessional services, involving fifteen thousand dollars (\$15,000) or more, made by or on behalf of any state department, board, bureau commission, institute, corporation, authority, or office shall, except as otherwise provided in this article, be let by free and open competitive bidding, on sealed bids, to the lowest responsible bidder.” **NOTE: This \$15,000 threshold is the total value per fiscal year to be spent by Alabama A&M University (AAMU) with any one vendor for like commodities or services.**

Although the aforementioned is the general rule, there are many exceptions. When purchasing the following commodities or services, Alabama A&M University is at liberty to engage the vendor directly with a purchase order or formal contract without issuing a formal bid via a Request for Quotation (RFQ) or Request for Proposal (RFP) when the fifteen thousand dollar (\$15,000) threshold has been met or exceeded. The following are examples of procurements readily made by the University that are exempt from competitive bidding by a buying agency like AAMU and is not meant to represent an exhaustive listing of all exemptions. For the complete listing of exemptions, please refer to Title 41, Chapter 16 of the Code of Alabama 1975.

- Individuals with a high degree of personal skill where the personality of the individual plays a decisive part. Examples include attorneys, architects, engineers, accountants, teachers, physicians, appraisers, consultants, and artists.
- Purchases from a cooperative/joint purchasing agreement because the contract has already been competitively bid by a public agency and exists as an aggregate demand among buyers to obtain lower pricing from selected suppliers. Suppliers, thereby, benefit from the volume purchasing provided by all participant organizations' aggregate demand.
  - **For more information about cooperative/joint purchasing agreements, as well as the University's procedures concerning them as set forth by the Purchasing Department, see the attachment here.**
- Sole Source procurements because there is only one vendor capable of providing the unique commodity or service
- Computer hardware and software only compatible with what is already owned
- Contracts for goods and services between governmental entities of the state
- Contractual services impacting security plans, procedures, assessments, measures, or systems affecting the safety of persons, structures, facilities, or infrastructures
- Custom software built to AAMU's specifications
- Financial Advice or Services
- Honorariums
- Insurance
- Manuscripts, books, maps, pamphlets, or periodicals
- Sale or lease of real property
- Utilities





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TO: All Departments  
FROM: Tim Thornton, Director of Purchasing  
DATE: March 15, 2018  
**SUBJECT: ENTERPRISE VEHICLE RENTAL PROCEDURES**

Alabama A&M University (AAMU) in its partnership with Enterprise through the E&I Cooperative Agreement offers vehicle rentals for employee business travel. Alabama A&M University employees should adhere to the following procedures when renting vehicles. While this correspondence specifically references Enterprise, the guidelines apply to all rental agencies.

1. Alabama A&M University's Purchasing Department is the only party authorized to reserve vehicles for business travel, which protects travelers from reserving rental vehicles on their own with the risk of selecting non-reimbursable options.
  - a. When the Purchasing Department reserves vehicles on behalf of University travelers, damage waiver and liability insurance are included in the rental.
2. Departments cannot bypass the Purchasing Department and request vehicles on Alabama A&M University's account.
3. Departments must contact the Buyer within the Purchasing Department who arranges travel for a quotation to be used in creating a requisition for the vehicle rental. (Refer to the AAMU Purchasing webpage to identify the Buyer serving in this capacity.)
4. Once the requisition has been approved, the Buyer will issue the purchase order, reserve the rental vehicle online, and provide the department with an email statement of reservation confirmation.
5. Departments should provide the Buyer at least three (3) days prior notice of need for a rental vehicle.
6. Departments are not allowed to upgrade their vehicle rentals from the standard vehicle offering as reflected on the purchase order. The following options are generally not allowed. Please refer to the AAMU Travel Procedure.
  - a. Sirius XM Radio, GPS, and other non-standard features
  - b. Optional insurances i.e. Roadside Assistance, Personal Accident, Personal Effects, etc., and refueling
  - c. The traveler may be required to reimburse the University for any expenses incurred as a result of deviating from the Travel Procedure.



# Alabama A&M University

## Procedure

**Procedure #:**

**Title:** Food Catering Services & Hosted Meals

**Effective Date:** March 16, 2018

**Revised Date:** N/A

**Responsible Office:** Purchasing Department

### I. PURPOSE/OBJECTIVE

Alabama A&M University has a fiduciary responsibility to ensure that University resources are used in a fiscally responsible manner and in the best interest of the University. That responsibility includes safeguarding against unreasonable expenses and ensuring adherence to state and federal laws and regulations.

This procedure has been developed in accordance with state and federal laws, regulations, and industry best practices to standardize University behavior in its acquisition. It is applicable to University employees who may request meals from Alabama A&M University's exclusive, contracted food service vendor to be provided on the University's grounds.

### II. PROCEDURE

In accordance with the University's food service contract, the food service provider has exclusive rights to all catering services provided on campus. The allowance of catering by other vendors requires the approval of the on-site food service director.

To procure services from the University's food service provider a quotation must be obtained and provided as supporting documentation and a Banner requisition (FPAREQN) must be created.

**A. Banner Requisition Submission** - In preparing the Banner requisition, each of the items below must be entered in the Document Text section of FPAREQN as a part of the review in determining if the request to provide meals substantiates a business purpose.

1. Detailed Description of the Hosted Event, Conference, or Meeting
2. Purpose (How the Hosted Event, Conference, or Meeting promotes the University's Mission and Vision)
3. Date(s) the meal(s) will be provided

**B. Documentation Requirements** - In addition to the submission of a Banner requisition, the following documentation should be submitted to the Purchasing Department:

1. The quotation received from the University's exclusive, food service vendor
2. An agenda for the hosted event, conference, or meeting for which the meal is requested

Each department has the obligation to request a Receiver Code from the Property Management Department after the food catering service has been rendered.

### **III. GUIDELINES**

#### **A. General**

Hosted events, conferences, and meetings cannot be scheduled around the University's designated lunch hour for the purpose of substantiating the need for catering services.

#### **B. Right of Refusal**

The University's relationship with its contracted food service vendor is exclusive. Therefore, the vendor must be given the opportunity to provide food catering services, and all departments must adhere to the University's contractual agreement. Please note that budgetary constraints, preferences, etc. are not viable considerations to seek other catering services.

If the food service vendor grants an exception and allows the department to otherwise obtain services, the department must obtain this approval in writing and include it as a part of supporting documentation.

In the event an exception is granted, the following options are available to the department:

1. Purchase the food from another food catering service provider (must follow the requisitioning process described in Section II above)
2. Purchase the food personally and seek reimbursement (must receive pre-approval in writing from the Purchasing Department.)

*The Purchasing Department is the sole authority to authorize such purchases relative to compliance to the University's Purchasing Policy and Procedure. No consideration is given to departmental budget availability or grants and contracts compliance. The requestor is responsible for ensuring that these considerations are in order.*

### C. Reimbursement

**Banner Requisition Submission** - In preparing the Banner requisition for reimbursement of a hosted meal, each of the items below must be entered in the Document Text section of FPAREQN as a part of the review in determining if the reimbursement substantiates a business purpose.

1. Detailed Description of the Hosted Event, Conference, or Meeting
2. Purpose (How the Hosted Event, Conference, or Meeting promoted the University's Mission and Vision)
3. Date(s) the meal(s) was/were provided
4. The name and role i.e. (employee, student, guest) of each meal recipient. Employees, Students, and/or Guests in attendance with corresponding AAMU-issued A#'s (identification numbers), when applicable

**Documentation Requirements** - The department must provide the Purchasing Department the following as supporting documentation of the requisition for reimbursement:

1. All receipts applicable to providing the meal
2. An agenda of the hosted event, conference, or meeting where the meal was provided
3. A typed list of attendees complete with their handwritten signatures and AAMU-issued A #s, when applicable