PURCHASING AND CONTRACTING POLICY

Purpose.

The purpose of this Policy is to establish efficient processes and procedures for UO’s purchasing and contracting, to encourage communication and coordination between departments, and to ensure UO’s purchasing and contracting provides the best value, encourages sustainability, and fosters a fair, open competitive environment.

Applicability.

This Policy affects all UO purchasing and contracting.

Background.

The University of Oregon Purchasing and Contracting Policy is based on the Oregon Administrative Rules adopted by Oregon University System (OUS) on July 21, 2008. This Policy is designed to provide greater flexibility as afforded by the OUS rules for departments engaged in purchasing and contracting.
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1. **Fiduciary Responsibilities.** UO employees engaged in purchasing and contracting have a fiduciary responsibility to ensure all UO purchasing and contracting will be administered in compliance with federal and state laws and regulations. Further, it is UO’s policy that its purchases will be administered in a manner that promotes open and fair competition to the maximum extent feasible. UO’s purchases will support UO’s goals of efficiency, quality, effectiveness and sustainability. No contract for the purchase of goods or services will be made without proper supervisory and administrative approval.

2. **OUS Code of Ethics and Procurement Evaluation Declaration.**

   2.1 **OUS Code of Ethics.** The OUS Code of Ethics applies to all UO employees involved in the procurement of goods and services.

      2.1.1 **Annual Statement – OUS Code of Ethics.** UO employees routinely involved on an on-going basis in making, negotiating or approving purchasing or contracting decisions must, on an annual basis, sign a statement that the employee has reviewed and will comply with the OUS Code of Ethics. In addition to the Annual Statement - OUS Code of Ethics, if the employee participates in a formal procurement process (RFP or ITB,) the employee will also need to sign a Procurement Evaluation Declaration as required by Section 2.2 below.

      2.1.2 **Ad Hoc Basis.** UO employees not involved in the procurement process as part of their routine duties, but who will be involved in a particular project in which they will determine compliance with required Specifications, develop or specify performance requirements, or make or approve a purchase or contract, must sign the OUS Code of Ethics at the commencement of their involvement in such project. In addition to the OUS Code of Ethics, if the project the employee is participating in is a formal procurement process (RFP or ITB,) the employee will also need to sign a Procurement Evaluation Declaration as required by Section 2.2 below.

   2.2 **Procurement Evaluation Declaration.** UO employees at the commencement of their participation in a formal procurement process under Section 5.4 (RFP or ITB,) including participation on a selection committee, determination of compliance with required Specifications or performance requirements, or the negotiation or approval of purchasing or contracting decisions under the formal procurement process must complete and sign the OUS Procurement Evaluation Declaration.

3. **Additional Policies for Purchasing.**

   3.1 **Qualified Rehabilitation Facilities (QRF.)** QRF are nonprofit organizations whose purpose is to provide employment to individuals with disabilities. By state statute, UO and all its departments must purchase needed goods and services from a QRF if those goods and services meet all of the following:
3.1.1 The needed goods or services have been determined to be suitable by the State of Oregon. A QRF may offer other goods or services, but only those goods or services determined suitable are required to be purchased from the QRF. See http://pcs.uoregon.edu/content/available-price-agreements for a complete listing of certified QRFs and certified products.

3.1.2 The suitable goods or services meet department’s Specifications.

3.1.3 The suitable goods or services are available within the time period required by department.

If department is purchasing from a QRF and the above requirements are met, the department is not subject to any Competitive Process requirements.

3.2 MWESB Contracting. UO is committed to promoting contracting opportunities for Minority and Women Business Enterprises and Emerging Small Businesses (MWESB) and Oregon based businesses to the greatest extent possible. In support of UO’s commitment, UO will post notice of any procurement over $25,000 on OUS procurement website. Additionally, UO departments may promote contracting opportunities for Emerging Small Business through the use of Board’s Emerging Small Business Program. For more information on MWESB or Board’s Emerging Small Business Program please contact PCS.

3.3 Other UO Policies. In addition to compliance with this Policy, departments must comply with all other applicable UO policies. See http://pcs.uoregon.edu/content/statutesregulationspolicies for a listing of other UO policies commonly applicable to procurements.

4. General Responsibilities for Purchasing and Contracting. Outlined below are the responsibilities, duties and reviews required for UO’s purchasing and contracting processes.

4.1 Programmatic Review. Programmatic review and approval confirms that the proposed purchase or contract has a business purpose that supports the department’s objectives and UO’s mission. Programmatic review and confirmation is the primary responsibility of the Department’s Budget Authority and their designees. Each department initiating the purchase process should perform this review at the initiation of the process.

4.2 Budgetary Review. Budgetary Review and approval confirms that there are sufficient funds available to incur the expense for the proposed purchase or contract. Budgetary review and confirmation is the primary responsibility of the Department’s Budget Authority and their designees. Departments must ensure funds are available and properly budgeted prior to making any purchasing commitment.

4.3 Compliance Review. Compliance review and approval confirms that the proposed purchase or contract has met all applicable laws, regulations, policies, and procedural requirements and that the purchase or contract is completed using good business practices. Compliance review and confirmation is a shared responsibility of PCS and a Department’s Budget Authority and their designees.
Generally, the department develops the specifications and evaluation criteria, performs the required Competitive Process, completes purchase documents, ensures appropriate review and approvals, provides the proper accounting codes, monitors the purchase through completion and submits payment requests. PCS provides departments with assistance in fulfilling any Competitive Process requirements, creating the purchase documents, negotiating the agreement and approving purchases or contracts as required by this Policy. Further, PCS is available at any time if the department wishes to obtain additional assistance.

5. **Procurement Methods & Procedures.**

5.1 **Basic Concepts.**

5.1.1 **Procurement Steps.** The ten basic steps to complete a procurement of goods or services are:

5.1.1.1 Develop minimum specifications and an estimated dollar value of the procurement.

5.1.1.2 Confirm funding approved and available for the procurement.

5.1.1.3 Determine all policies and procedural requirements applicable to the procurement.

5.1.1.4 Confirm if a QRF is available to provide the needed goods or services.

5.1.1.5 Determine if an existing Price Agreement or other cooperative agreement provides the needed goods or services.

5.1.1.6 Perform a Competitive Process, if required, and promote the opportunity to MWESB vendors to the extent feasible.

5.1.1.7 Select a purchase method (i.e. P-Card, purchase order, etc.) and complete any required information or documents for the method.

5.1.1.8 Ensure all required approvals have been obtained.

5.1.1.9 Make the purchase.

5.1.1.10 Monitor and provide administrative oversight to ensure the purchase is completed pursuant to the terms of the agreement and then request payment for the procurement.

5.1.2 **Dollar Value of Contract.** The dollar value of the agreement is based on the value of the entire procurement/project. In determining the amount of the procurement, the department must include the dollar amounts of all parts of a single integrated project and add dollar amounts expended during the initial term and any renewal terms allowed under the Contract. For example, if a department leases two copy machines from one vendor, each for one year for $6,000 with the ability to renew
the lease for four additional one-year terms, the total dollar value for that Contract is $60,000 ($6,000 per copier per year multiplied by 5 possible years.) A procurement may not be split or fragmented to keep the dollar value under a certain threshold. Splitting or fragmenting a procurement is a violation of UO and OUS policies.

5.1.3 Best Value. This basic concept in UO purchasing and contracting means that UO can consider factors other than Contract Price in making its purchasing decision. Although departments are very sensitive to obtaining the best price, departments are allowed to consider other specific, objective, measurable costs or values, such as warranties, life cycle costs, training, shipping, etc.

5.1.4 Brand Name Specification. A department may specify a brand name in its procurement specifications if that particular named product or service has attributes not found in any other goods and services of like kind. The department must work with PCS to determine whether a brand name may be included in its procurement specifications. Otherwise, a department may use a brand name only with the qualification that any other brand of products of equal or greater specifications are acceptable.

5.1.5 Disqualification. UO may not contract with an Entity that has been disqualified from eligibility for awards of state contracts. The OUS chancellor's office will maintain a current roster for Entities that have been disqualified from award of state contracts. The department should contact PCS if they want to confirm whether an Entity is on the list or if they believe an Entity has acted in a way that should result in their disqualification from state contracts.

5.1.6 Department Policies. All departments may develop their own internal policies and procedures to support their purchasing and contracting activities. Department policies and procedures may be more restrictive than this Policy, but they may not be less restrictive.

5.2 Direct Procurement (Purchases less than or equal to $25,000). A department may, without competition, procure goods or services directly from a single vendor if the amount of the procurement does not exceed $25,000 and if the department determines the Contract Price is fair and reasonable. While competition is not required for procurements under this section, it is encouraged.

5.2.1 Purchases of Goods or Trade Services less than or equal to $5,000. These purchases will fall within the delegated Purchasing Authority outlined in Section 9.3. These purchases should be done in a manner to obtain the best value for the department and UO. As with all purchases falling within the Direct Procurement range, these purchases do not require competition. In making these purchases, departments generally use any one of the following methods:

5.2.1.1 Procurement Card. This may be the simplest, most efficient method if the purchase is less than or equal to $5,000. The purchase is placed by giving the vendor your procurement card (department Visa) number. This affords the vendor immediate payment and simplifies the accounts payable process. When using the procurement card, departments are required to follow
UO Procurement Card Policy which includes maintaining documentation supporting the purchase. Please see the UO Procurement Card Policy http://pcs.uoregon.edu/content/procurement-card-program for further information regarding how to utilize your procurement card or contact PCS at 346-3220 if you have questions.

5.2.1.2 Direct Billing Account. To use this method, the department simply places its order and the vendor invoices the department once the purchase is complete. When setting up a direct billing account departments must provide an accurate department billing address to ensure efficient vendor payment processing. A department billing account is not a line of credit or a revolving credit account. The department billing account must be paid in full upon receipt of invoice. If a UO signature is required to set-up a direct billing account the department must contact PCS.

5.2.1.3 Purchase Order. Purchase orders are not required for purchases less than or equal $5,000. However, if the department chooses to use a purchase order or it is required to do so by the vendor, the department must use the approved purchase order template. The approved template is available at http://pcs.uoregon.edu/content/forms. The department may issue a completed purchase order template directly to the vendor. The UO purchase order standard terms and conditions are required and must be provided to the vendor. If the vendor requests changes to the standard terms and conditions or requires a signature by an authorized UO signer, the department must contact PCS.

5.2.1.4 Click Through or Shrink Wrap Agreements. UO recognizes that computer software is frequently purchased via Internet download under “click-through” or “click-to-agree” licenses, which may include payment and other terms. To the extent such licenses are not negotiable and are available to the general public on the same terms and conditions, any UO employee with Level 1 Contracting Authority is authorized to purchase computer software using such licenses. Authority under this provision is limited to $5,000 per purchase.

5.2.2 Purchases of Goods or Trade Services Over $5,000 & less than or Equal to $25,000. Written Contracts must be issued for purchases over $5,000. Written Contracts include UO approved contract templates (including purchase orders), UO custom Contracts and vendor Contracts. PCS approval is required for Written contracts unless department has approved delegated Level 2 Contracting Authority (see Section 9.3.) A Contract awarded under this section may be amended, but the contract and cumulative amendments cannot exceed $25,000.

5.2.3 Purchases of Personal Services Less Than or Equal to $25,000. Departments must use a Written contract when procuring personal services if any amount is paid for the vendor’s services. The department must obtain PCS approval for any Written contract unless the department has approved delegated Level 2 Contracting Authority (see Section 9.3.) A Contract awarded under this section may be amended, but the contract and cumulative amendments cannot exceed $25,000.
5.3 Informal Procurement (Purchases greater than $25,000 and less than or equal to $150,000). For any purchase over $25,000 but less than $150,000, UO should undertake an informal procurement process commonly known as Request for Quotes. As part of this process, UO must post an advertisement on the OUS procurement website for at least 5 business days and obtain at least 3 quotes. Departments must create the procurement advertisement and submit the advertisement with a posting request to PCS. PCS will review and revise the advertisement in consultation with the department. PCS will then post the advertisement to the OUS website. Departments may obtain quotes via the OUS website posting and by contacting vendors directly. Departments must secure a minimum of 3 quotes. If less than 3 quotes are obtained, the department will provide Written documentation to PCS of department’s efforts to obtain 3 quotes. Once these requirements are met, the department may select the vendor that provides the best value based upon the evaluation criteria. The department may use the Request for Quotes form [http://pcs.uoregon.edu/content/forms](http://pcs.uoregon.edu/content/forms) provided by PCS but the department is not required to use this form.

The department must create a file for any informal procurement which includes but is not limited to the following:

5.3.1 Minimum specifications for the product or service.

5.3.2 All award criteria, including Contract Price and any other factors used.

5.3.3 Request for Quotes or solicitation documents.

5.3.4 Documentation of advertisement, quote revisions and vendor communications.

5.3.5 All vendor quotes or responses to the informal procurement.

5.3.6 Copy of purchase document (i.e. PSC, custom contract or purchase order.)

5.3.7 Documentation of purchase completion.

5.3.9 Documentation of purchase payment.

5.3.10 Notes page to document vendor performance or department satisfaction.

5.4 Formal Procurements (Purchases Greater than $150,000.) For any purchase greater than $150,000, UO should undertake a formal procurement process using either an Invitation to Bid (ITB) or a Request for Proposal (RFP). There are significant statutory requirements related to both ITB and RFP processes and therefore PCS will facilitate formal procurements. Departments are encouraged to contact PCS as early as possible for formal procurement assistance.

The department must create a file for any formal procurement which includes but is not limited to the following:

5.4.1 Minimum specifications for the product or service.
5.4.2 All award criteria, including Contract Price and any other factors used.

5.4.3 ITB or RFP.

5.4.4 Documentation of advertisement and vendor Bids or Proposals.

5.4.5 All vendor correspondence connected to the formal procurement.

5.4.6 Documentation of how the successful vendor was selected including all scoring sheets and any other notes or forms used by anyone involved in scoring or ranking the responses or in determining the successful vendor.

5.4.7 Copy of resulting Contract.

5.4.8 Documentation of all required approvals, including UO General Counsel legal review approval if required.

5.4.9 Documentation of purchase completion.

5.4.10 Documentation of purchase payment.

5.4.11 Notes page to document vendor performance or department satisfaction.

5.5 Price Agreements (including Retainer Contracts and cooperative agreements.) Price Agreements are agreements in which the vendor provides specific items or services to UO at a set price, during a specified period of time and subject to agreed terms and conditions. Departments may be able to obtain additional discounts not otherwise available and may not be subject to competition or legal review requirements. Price Agreements can save UO departments time, money and may result in a best value purchase solution. Departments are not required to use Price Agreements, but may choose to do so.

There are 4 different categories of Price Agreements that may be available for department use:

5.5.1 UO price agreements created by PCS.

5.5.2 State of Oregon, Department of Administrative Services (DAS) Price Agreements.

5.5.3 Other public entity price agreements.

5.5.4 Purchasing cooperative Price Agreements.

PCS will determine if competition or other reviews, such as the Oregon Department of Justice review, are required. PCS will list available Price Agreements on the PCS website with a notation as to its competitive and approval status.
If a department would like to use a Price Agreement not listed on the PCS website, the department should contact PCS. PCS will support departments in determining UO eligibility to use the Price Agreement, competitive status and any approvals or other requirements to use the Price Agreement.

Departments are instructed to always document the Price Agreement number and title along with the entity name that created the Price Agreement. This information will assist PCS in researching and assessing the status of the Price Agreement. When a department purchases goods or services subject to a Price Agreement, the department must include the Price Agreement number and title on the purchase documents.

Departments are encouraged to contact PCS to suggest or request additional Price Agreements that will support or achieve best value purchases for UO. PCS may award Price Agreements through a competitive process or not, depending on the circumstances of the particular campus need.

5.6 Alternative Procurement. For any purchase over $25,000, UO departments may request Director of PCS authorize department’s use of an alternative Competitive Process if one of the following subsections apply.

5.6.1 There is a limited vendor pool, but there are at least two Entities that can provide the goods or services and the proposed alternative Competitive Process meets one or more of the following objectives:

5.6.1.1 Responds to innovative business and market methods.

5.6.1.2 Contributes to UO’s productivity improvement and process redesign.

5.6.1.3 Results in comprehensive cost-effectiveness and productivity for UO.

5.6.2 The department is not required under this Policy to undertake a Competitive Process but believes performing an alternative Competitive Process is in the best interest of the department and UO.

5.6.3 The proposed purchase is to obtain information technology services, including Software as a Service (SaaS), there are at least two Entities that can provide the goods or services and the proposed alternative Competitive Process meets one or more of the following objectives:

5.6.3.1 Responds to innovative business and market methods.

5.6.3.2 Contributes to UO’s productivity improvement and process redesign.

5.6.3.3 Results in comprehensive cost-effectiveness and productivity for UO.
As part of an alternative Competitive Process, UO must post an advertisement on the OUS procurement website for at least 5 business days. Departments must create the procurement advertisement and submit the advertisement with a posting request to PCS. PCS will review and revise the advertisement in consultation with the department. PCS will then post the advertisement to the OUS website. Departments may obtain quotes via the OUS website posting and by contacting vendors directly. Once these requirements are met, the department may select the vendor that provides the best value based upon the evaluation criteria.

The department must create a file for any alternative Competitive Process which includes but is not limited to the following:

5.6.2.1 Minimum specifications for the product or service.

5.6.2.2 All award criteria, including Contract Price and any other factors used.

5.6.2.3 Alternative Competitive Process approval from PCS Director.

5.6.2.4 Alternative Competitive Process solicitation documents.

5.6.2.5 Documentation of solicitation document revisions and vendor communications.

5.6.2.6 All vendor responses to the alternative Competitive Process.

5.6.2.7 Copy of purchase document (i.e. PSC, custom contract or purchase order.)

5.6.2.8 Documentation of all required approvals, including UO General Counsel legal review approval, if required.

5.6.2.9 Documentation of purchase completion.

5.6.2.10 Documentation of purchase payment.

5.6.2.11 Notes page to document vendor performance or department satisfaction.

6. Competition Not Required for the Following.

6.1 Emergency Contracts. The UO President, VPFA or OUS Chancellor may declare an Emergency when such a declaration is deemed appropriate. UO will document in Writing the reasons for the declaration and such documentation will include the justification for the procedure that will be used to select the Entity for the Emergency Contract. After an Emergency has been declared, UO may negotiate a Contract with any qualified Entity for services included in the scope of the Emergency. The UO will maintain appropriate records of negotiations carried out as part of the procurement process.

6.2 Sole Source. If a department believes the goods or services it needs to purchase are only available from a Single Seller, the department may request the Director of
PCS approve the use of a Sole Source process for the procurement. The request to PCS must include Written documentation of the proposed procurement and the basis for determining that the goods or services are available only from a Single Seller. See http://pcs.uoregon.edu/content/forms for assistance in preparing Sole Source determination. The department will not proceed with its procurement as a Sole Source until PCS has received the Written documentation and approved the use of a Sole Source process.

A compelling Sole Source justification makes a clear and convincing link between the department and the program requirements and why the particular vendor’s methods or goods are the only source capable of meeting those requirements.

As part of the Sole Source process, UO must post an advertisement on the OUS procurement website for at least seven calendar days. Departments must create the Sole Source notice and submit the notice with a posting request to PCS. The notice must describe the goods or services to be acquired, identify the Single Seller, and include the date, time and place that protests are due (must be at least 7 days from date of posting.) PCS will review and revise the advertisement in consultation with the department. PCS will then post the advertisement on the OUS website.

After the posting period and successful resolution of any protests, department may proceed to obtain any additional required approvals. Once all required approvals are obtained, the department may contract directly with the Single Seller. PCS will provide assistance and support throughout the process upon department request.

6.3 Special Entity. UO may enter into Contracts without using a Competitive Process when the contracting Entity is a federal, state, or local governmental agency, or a state Qualified Rehabilitation Facility certified by the Oregon Department of Human Services or the Oregon State Procurement Office. UO also may participate in cooperative procurements with other contracting agencies if it is determined, in Writing, that the solicitation and award process for the Contract is reasonably equivalent to the respective process established in these rules and that the solicitation was advertised in Oregon.

6.4 Exemptions. Subject to the fulfillment of the requirements set forth below, the types of Contracts listed in this section do not need to be competitively procured. If a department believes a procurement should fall within one of the exemptions listed below, the department should internally review and determine if the exemption applies and if using the exemption is in the best interest of the department and UO.

The department should document the determination to use an exemption in Writing and place it in the procurement file. If the department proposes to use an exemption and the resulting Contract will require PCS approval, the department must submit Written documentation to PCS of the proposed procurement, identification of the proposed exemption, and verification of the determination that using the exemption is in the best interest of UO.

The department will not proceed with the procurement under an exemption until PCS has received the Written documentation and PCS has acknowledged in Writing that the proposed procurement fits within the identified exemption. After acknowledgment, the department and PCS will proceed to contract directly with the vendor the department has selected. PCS is available to provide assistance and support throughout the process upon department request.
6.4.1 Educational services.

6.4.2 Advertising and media services, excluding consulting services.

6.4.3 Price-regulated goods and services, including utilities, where the rate or price for the goods or services being purchased is established by federal, state, or local regulatory authority.

6.4.4 Goods or services under federal contracts. When the price of goods and services has been established by a contract with an agency of the federal government pursuant to a federal contract award, UO may purchase the goods and services in accordance with the federal contract. In addition, UO may purchase specific equipment that is only available from one source or use specific Entities that are expressly required under the terms of the contract.

6.4.5 Copyrighted materials. Copyrighted materials covered by this exemption may include, but are not limited to, textbooks, workbooks, curriculum kits, reference materials, software, periodicals, library books, library materials, and audio, visual, and electronic media.

6.4.6 Investment contracts and retirement plan services, excluding consulting services.

6.4.7 Food and food-related products.

6.4.8 Maintenance services directly from the Contractor providing the goods.

6.4.9 Used personal property.

6.4.10 Goods purchased for resale to outside entities.

6.4.11 Goods or services related to intercollegiate athletic programs.

6.4.12 Cadavers or cadaveric organs.

6.4.13 Hotel reservations at the hotel that is site for the conferences or workshop being attended.

6.4.14 Dues, registrations, and membership fees.

6.4.15 Gasoline, diesel fuel, heating oil, lubricants, natural gas, electricity, and similar commodities and products and the transportation thereof.

6.4.16 Supplies, maintenance, and services for ocean-going vessels when they are in other than home port.

6.4.17 Repair and overhaul of goods or equipment.

6.4.18 Goods or services purchased in foreign countries.
6.4.19 Insurance and insurance-related contracts, not including consulting or brokerage contracts.

6.4.20 Grants, including Grant applications and Proposals.

6.4.21 Contracts for legal services, including professional or expert witnesses or consultants to provide services or testimony relating to existing or potential litigation or legal matters in which a Public University is or may become interested.

6.4.22 Contracts entered into, issued, or established in connection with:

6.4.22.1 The incurring of debt by UO, including but not limited to the issuance of bonds, certificates of participation, and other debt repayment obligations, and any associated Contracts, regardless of whether the obligations that the Contracts establish are general, special, or limited;

6.4.22.2 The making of program loans and similar extensions or advances of funds, aid, or assistance by UO to a public or private body for the purpose of carrying out, promoting, or sustaining activities or programs authorized by law; or

6.4.22.3 The investment of funds by UO as authorized by law and other financial transactions of UO that by their character cannot practically be established under the Competitive Process.

6.4.22.4 Grant-funded projects where professional or personal service providers are named in Grant or identified in the Grant budget, unless Public University determines it is in its best interest to require a Competitive Process.

6.4.23 Contracts for employee benefit plans as authorized by law.

6.4.24 Services provided by those in the medical community including, but not limited to, doctors, physicians, psychologists, nurses, veterinarians, and those with specific license to administer treatments for the health and well-being of people or animals.

6.4.25 Artists, performers, photographers, graphic designers, website design, and speakers.

6.4.26 Sponsorship agreements for UO events or facilities.

7. Real Property.

7.1 Purchase of Real Property. All purchases of real property by UO must be in the name of the State of Oregon, approved by UO’s President, and executed by the Board’s President and Secretary. For more information on the purchase of real property, please contact PCS.
7.2 **Sale of Real Property.** All sales of real property by UO must be approved by UO's President and executed by the Board's President and Secretary. For more information on the sale of real property, please contact PCS.

7.3 **Leasing of Real Property.**

7.3.1 **Lease of UO Real Property.** Compliance with any applicable bond restrictions must be confirmed for any lease of UO-owned real property to a third party for less than fair market value or for a term of more than 50 days. For more information, please contact PCS.

7.3.2 **Lease of Real Property by UO.** If a department desires to lease real property from a third party for use by UO, the department should contact PCS. PCS will work with the department, Campus Planning and Real Estate, and the office of the VPFA in completing such lease. If the proposed lease will exceed 10 years or cost in excess of $5,000,000, prior approval of the lease by the OUS or the Board will be required.

7.4 **Use of UO Facilities.** UO may allow the use of UO facilities by third parties if such third parties fully reimburse UO for all appropriate costs and such use is consistent with UO policies and missions. Please see PCS' website for Facilities Use Templates.

7.5 **All other Real Property Matters.** For any other real property matter, please contact PCS.

8. **Contract Administration.**

8.1 **Purchasing and Contract Records.** Each department must maintain records relating to all the department's purchasing and contracting transactions in accordance with the requirements of the UO Records Retention Schedule [http://libweb.uoregon.edu/records/schedule/sections.html](http://libweb.uoregon.edu/records/schedule/sections.html). UO departments' record retention requirements include keeping copies of all department contracts including purchase orders, all invoices, and any Competitive Process documentation.

8.2 **Amendments to Contracts.** Departments may amend department’s Contracts without performing a Competitive Process if the changes to the statement of Work are within the original scope of the Contract and any increase in the Contract dollar amount does not result in the total value of the Contract exceeding the dollar threshold of the original procurement method. If the proposed amendment is outside the original scope or increases the total Contract value beyond the dollar threshold of the original procurement method, the Contract may not be amended without Written approval by the Director of PCS upon a showing of good cause by the department.

8.3 **Expired Contracts.** If the term of a Contract has expired, but the expired Contract had allowed for additional term(s), the Contract may be reinstated without a new Competitive Process upon the review and approval by the Director of PCS. Departments must provide a Written justification for reinstating the expired Contract to PCS and, if approved, PCS will prepare required Contract reinstatement documents.
9. **Purchasing and Contracting Authorities.** Two types of authority are required to make UO purchases or to execute UO Contracts. The first is the designation to commit department funds and the second is delegated contracting authority to enter into agreements on behalf of the UO. Designation to commit department funds and contracting authority are two different types of authority and having one does not automatically grant any other authority. The following sections and forms available at [http://pcs.uoregon.edu/content/forms](http://pcs.uoregon.edu/content/forms) provide greater detail.

9.1 **Considerations for Delegation and Designation of Authority.**

9.1.1 **Employee Position.** When delegating authority consider the employee’s position description, and the level of responsibility the employee holds within the department.

9.1.2 **Approval Types.** To make good purchasing and contracting decisions employees must be able to perform three types of approvals; Programmatic, Budgetary and Compliance (see Section 4.)

9.1.3 **Segregation of Duties.** When structuring delegation of purchasing and contracting authorities the segregation of duties must be considered and applied. Segregation of duties means that one person should not be performing the functions of purchasing, receiving and approving. These functions should be split up among office personnel to provide checks and balances and a clear segregation of purchasing duties. The goal is to achieve the best checks and balances possible within a given department, by involving at least two people in any one transaction.

9.2 **Designation to Commit Department Funds.** This is a designation to review and approve an intended expenditure of department funds or to provide internal approval to proceed with a department purchase. This is not delegated contracting authority to Sign Contracts.

Department Budget Authorities have the responsibility and the authority to provide internal approvals to expend department funds. The Department Budget Authority may designate other UO staff as authorized to commit department funds via the UO Department Approval Authorization. To designate UO staff the Department Budget Authority must ensure completion of the following requirements:

9.2.1 A UO Department Approval Authorization documenting the Department Budget Authority's designation to commit department funds to a UO employee must be filed with PCS for the designation to be effective.

9.2.2 The specified UO employee has a current Signed statement on file with PCS, stating they have reviewed and will comply with the OUS Code of Ethics. The Signed statement must be filed annually (see Section 2.1.1.)

9.2.3 PCS Training courses are strongly recommended but not required for an employee to be designated to commit department funds.
9.3 **Delegated Contracting Authority.** The Director of PCS administers the delegation of Level 1 and Level 2 Contracting Authority to UO employees.

9.3.1 **Level 1 Contracting Authority (less than or equal to $5000.)**
Department Budget Authorities may obtain Level 1 Contracting Authority to be authorized to purchase goods and related trade services with a value of less than or equal to $5000, using the following purchase instruments: UO Purchase Order; Invoice; “Click through” Contracts less than or equal to $5000. Level 1 Contracting Authority will also include the ability to approve banquet event orders (“BEO”) placed pursuant to a hotel/conference agreement that has been approved and executed by PCS. This delegation does not include the authority to purchase personal services or to Sign agreements or contracts other than the UO purchase order. The BEO is not a contract; it is used to provide a confirmation of catering goods or services that are to be provided under a hotel/conference agreement. If a BEO contains additional terms or terms that modify the underlying hotel/conference agreement or if its amount exceeds the maximum payable under the hotel/conference agreement, the BEO approval is not allowed under Level 1 Contracting Authority. This delegation does not include contracting with OUS employees. Departments issuing purchase orders for purchase less than or equal to $5000 must use the approved UO purchase order along with the standard terms and conditions, as listed on the approved UO contract templates [http://pcs.uoregon.edu/content/forms](http://pcs.uoregon.edu/content/forms). Department created purchase order forms may not be used for any UO purchases.

The Department Budget Authority may also request Level 1 Contracting Authority for other UO employees within the department via the UO Department Approval Authorization. The Department Budget Authority does not have to obtain Level 1 Contracting Authority in order to request Level 1 Contracting Authority for other employees within the department. To request Level 1 Contracting Authority for themselves or for other department employees, the Department Budget Authority must ensure completion of the following requirements:

9.3.1.1 A UO Department Approval Authorization documenting the Department Budget Authority’s designation to commit department funds to a UO employee must be filed with PCS, for the designation to be effective.

9.3.1.2 The specified UO employee has a current Signed statement on file with PCS, stating they have reviewed and will comply with the OUS Code of Ethics. The Signed statement must be filed annually (see Section 2.1.1.)

9.3.1.3 PCS Training courses are required for an employee to have delegated Level 1 Contracting Authority (see Section 10.1.)

9.3.2 **Level 2 Contracting Authority (Less than or equal to $25,000.)**
Department Budget Authorities may obtain Level 2 Contracting Authority which is the Delegation of contracting authority to Sign, on behalf of the UO, specific UO template contracts with a value of less than or equal to $25,000.

The Department Budget Authority may also request Level 2 Contracting Authority for a UO employee by submitting a UO Department Approval Authorization to PCS for
approval. The Department Budget Authority does not have to obtain Level 2 Contracting Authority in order to request Level 2 Contracting Authority for other employees within the department. To request Level 2 Contracting Authority for themselves or for other department employees, the Department Budget Authority must ensure completion of the following requirements:

9.3.2.1 The Department Budget Authority approves and submits to PCS a UO Department Approval Authorization requesting Level 2 Contracting Authority for a specific UO employee.

9.3.2.2 PCS has provided Written approval of the Level 2 Contracting Authority delegation on the UO Department Approval Authorization form.

9.3.2.3 The specified UO employee is an Officer of Administration and has a position title of department manager or higher on the department's organizational chart.

9.3.2.4 The specified UO employee has a current Signed statement on file with PCS stating they have reviewed and will comply with the OUS Code of Ethics. The Signed statement must be filed annually (see Section 2.1.1.)

9.3.2.5 Training courses are required for an employee to have delegated Level 1 or Level 2 Contracting Authority (see Sections 10.2 and 10.3.)

9.4 Department Responsibilities. The responsibilities for the designation to commit department funds and delegated Level 1 and Level 2 Contracting Authority are similar and are combined in one list below.

In complying with the department responsibilities, keep in mind the considerations for the delegation and designation of authority such as the employee position and segregation of duties. The department responsibilities do not just apply to designated or delegated authorities, these activities support good business practices for all UO purchasing and contracting transactions. UO employees designated to commit department funds or with delegated Level 1 or Level 2 Contracting Authority have the responsibility to:

9.4.1 Act within the OUS Code of Ethics.

9.4.2 Apply the best value principles in making purchases and awarding contracts.

9.4.3 Provide programmatic, budgetary and compliance approvals. Compliance approvals include; ensuring that all relevant UO policies and procedures are followed (see Section 4.)

9.4.4 Obtain all relevant approvals, including but not limited to:

- Office of Research Services and Administrations (ORSA) approval for purchases or agreements involving grant money.
• Information Services approval for software expenditures.
• Property Control approval for property loans.

9.4.5 Apply segregation of duties in the purchasing, receiving, and approval processes related to UO purchases and Contracts.

9.4.6 Collect documentation to support purchases and Contract awards, including securing a fully executed Contract.

9.4.7 Maintain purchasing and contracting documentation subject to the UO Records Retention Schedule, http://libweb.uoregon.edu/records/schedule/sections.html.

9.4.8 Ensure purchase and contract reconciliations are performed and documented.

9.4.9 Obtain a UO substitute W-9 for all executed Contracts, verbal or Written with a new vendor/Contractor not currently set-up in Banner. See UO Substitute W9 process and forms at http://ba.uoregon.edu/staff/vendor-setup.

9.5 Limitations on Level 2 Contracting Authority. Delegation of Level 2 Contracting Authority is limited to Contracts with a value of $25,000 or less. Delegation of Level 2 Contracting Authority is based upon the total dollar value of a Contract (see Section 5.1.2.) Purchases or Contracts may not be split to avoid the Level 2 Contracting Authority dollar value limitations or requirements.

9.6 Contracts Included in Delegated Level 2 Contracting Authority. Delegated Level 2 Contracting Authority is limited to approved UO Contract templates including but not limited to FIS purchase orders, facility use agreements, property loan agreements and Personal Service Contracts (PSC's), for a complete list see approved Contract templates at http://pcs.uoregon.edu/content/forms.

9.7 Contracts Excluded from Delegated Level 2 Contracting Authority. The following list of Contracts is excluded from delegated Level 2 Contracting Authority and requires PCS review and Signature:

9.7.1 Purchases or Contracts in excess of $25,000.

9.7.2 Contract templates with any change to the approved template terms and conditions.

9.7.3 UO Custom Contracts.

9.7.4 Vendor prepared Contracts.

9.7.5 Contracts with OUS employees.
10. **Training Programs.** Purchasing and Contracting will offer a variety of courses and training opportunities each year. See the PCS website to view the current schedule of training opportunities.

10.1 **Required Training to Obtain Level 1 Contracting Authority.** In order to receive Level 1 Contracting Authority, department personnel must complete the Basic Purchasing Rules and Regulations (PRR) class. The PRR provides education in the rules and regulations governing purchasing and contracting at the UO.

10.2 **Required Training to Obtain Level 2 Contracting Authority.** In order to receive Level 2 Contracting Authority, department personnel must complete the training required for Level 1 as well as the Contracts 101 and PCS Procedures classes.

10.1.1 Contracts 101 provides education in the basic elements of a contract, potential contractual pitfalls and basic contract drafting techniques.

10.1.2 PCS Procedures provides education in procedures for proper drafting of PCS approved form contracts.

10.3 **Required Training to Maintain Level 2 Contracting Authority.** In the event of significant Policy changes, the PCS Refresher course will be required to maintain Level 2 Contracting Authority. The Refresher class provides a review of topics covered in Contracts 101, PCS Procedures, and PRR as well as Policy updates.

To maintain Level 2 Contracting Authority individuals must attend the PCS Refresher class every two years after PCS approval of delegation. The PCS Refresher class must be taken no earlier than 2 terms prior to 2nd anniversary of delegation approval and no later than 2 terms after. Individuals who fail to take the PCS Refresher class within the required time frame will lose Level 2 Contracting Authority. If delegated Level 2 Contracting Authority is removed, individuals must reapply in the same manner as those seeking delegated Level 2 Contracting Authority for the first time, including repeating the required series of training classes.

10.4 **Open Classes.** While the four classes listed above are part of the requirements for obtaining and maintaining Level 1 and Level 2 Contracting Authority, the classes are open to all department personnel, regardless of whether such personnel are seeking Contracting Authority.

11. **Forms.**

11.1 **Available Forms.** PCS will list and make available on the PCS website all contract forms available for use by departments. PCS will designate those forms that department personnel with delegated Level 2 Contracting Authority may Sign.

11.2 **Use of Forms.**

11.2.1 Form contracts available for use by departments may only be used in the manner prescribed by the instructions for that form. If a department is unsure as to
whether a form contract may be used for a particular purpose, the department should contact PCS for clarification.

11.2.2 In no case may PCS form contracts be used to create a contractual obligation which would violate any of UO’s policies.

11.2.3 No terms of the form contracts may be modified without PCS approval with the exception of completing the “Form Fill” fields designated specifically for departmental modification.

11.2.4 Modifications by PCS to a form contract for a specific transaction may not be applied to any subsequent transaction without the prior written approval of PCS.

11.2.5 Departments may not create and use their own form contracts, including, without limitation, department purchase orders or facility use agreements.

11.2.6 Departments may not split a transaction or create multiple form contracts for one transaction, in order to avoid Competitive Process requirements or Contracting Authority limitations.

11.3 Checklists. Instructions for each designated form contract will be available on the PCS website and will include a checklist of contract tasks. The checklist must be completed and Signed by individuals with delegated Contracting Authority prior to the individual Signing the form contract. Signing the checklist indicates the completion of all checklist items. The Signed checklist must be placed in the form contract file.

12. Support and Review.

12.1 Support. PCS, as the central procurement office on UO’s campus, provides assistance to all departments in their purchasing and contracting efforts and also provides direct oversight and review of those departments with individuals who are delegated Contracting Authority through the Director of PCS. Support will primarily be provided through training and informational resources available on the PCS website as well as personal assistance from PCS staff via phone, e-mail and in person meetings.

12.2 Review.

12.2.1 PCS will review contracts executed by individuals who have been delegated Contracting Authority from the Director of PCS.

12.2.2 PCS will review, at a minimum, the first 3 contracts and the first 3 purchase orders prepared by an individual with delegated Level 2 Contracting Authority. Once an individual with delegated authority submits three contracts within a three month period, which do not require any revision after review by PCS, PCS will provide the department with Written notice that the initial review period for contracts is complete. Once an individual with delegated authority submits three purchase orders within a three month period, which do not require any revision after review by PCS, PCS will provide the department with Written notice that the initial review period for purchase
orders is complete. These initial review periods will be an opportunity for PCS to work with the individual to answer questions and provide additional training.

12.2.3 Once the initial review period is complete, department contracting activity pursuant to delegated authority will be periodically reviewed. Departments may be reviewed on an annual, semi-annual, or more frequent basis. Prior to commencing its review, PCS staff will request copies of one or more contracts or purchase orders, as well as other documents related to the selected transaction(s). Reviews will ordinarily take place via e-mail.

12.2.4 A checklist of review items will be available from PCS and will also be posted on the PCS website. Additionally, PCS will provide a checklist of review items to the department prior to commencing a review.

12.2.5 PCS will identify the documents for review, either by project or vendor name, or by specifying agreements by date range or type of agreement.

12.2.6 PCS will review the requested documents for compliance with this Policy and best practices.

12.2.7 At the conclusion of its review, PCS staff will provide a copy of its findings to the individual with delegated authority, with a copy to the department head or designee. A copy of each review will also be kept in the department's file at PCS.

12.3 Contracting Best Practices and Violations of Policy.

12.3.1 If, after its review, PCS determines that a violation of this Policy has occurred, the individual processing the contract, the individual with delegated Contracting Authority, if applicable, and the department head will each be informed of the violation, and educated as to appropriate contracting procedures. PCS may take additional action, depending on the nature and circumstances of the violation as provided below.

12.3.2 Contracting Best Practices. Contracts will be reviewed for clerical errors, inadvertent mistakes, inadequate or inappropriate contractual language, and inadvertent missing information.

12.3.3 Violation. A violation is any action (or failure to act) that is not in accordance with this Policy. Violations include, but are not limited to:

- Contract execution without Contracting Authority
- Execution of a contract that is not on a current approved template
- Unauthorized revisions to an approved template
- Execution of an agreement which exceeds delegated authority

12.3.4 Fraud and other Violations outside of Policy. Violations of the Policy which may have legal implications outside of this Policy will be reported to the appropriate office for further review (e.g. Office of General Counsel or VPFA).
12.4 **PCS response after Review.**

12.4.1 **Contracting Best Practices.** Departments with contracts which do not meet Contracting Best Practices will receive additional training and PCS will provide assistance in completing contract revisions and addressing contracting issues, as necessary.

12.4.2 **Policy Violation.** If PCS determines that a violation has occurred, the violation will be documented as provided in Section 12.2, and the department may be required to perform one or more of the following: write a detailed explanation of how the violation occurred and what measures will be taken to correct the violation and prevent future violations; attend additional training(s); submit contracts within delegated authority to the designated Contracts Manager at PCS, as provided in Section 12.3.1, prior to obtaining vendor Signature.

12.4.3 **Repeated Violations.** Departments which repeatedly violate this Policy, or which repeatedly fail to meet Contracting Best Practices may be subject to additional actions, beyond those specified in each respective section above. Repeated violations, or repeated failure to meet Best Contracting Practices, are defined as three or more violations/failures within a six month period.

12.4.4 **Fraud and other Violations outside of Policy.** Departments may be subject to additional actions including suspension of an individual’s delegated Contracting authority under this Policy, or other action, as determined by the appropriate office (e.g. Office of General Counsel or VPFA).

12.5 **Appeal.** If for any reason, the department disagrees with the findings of PCS or with the requirement for additional training or other actions by PCS, the department’s Budget Authority may provide PCS with a Written appeal and request for reconsideration. The appeal and request must include an explanation as to why the requirement or action does not meet the violation criteria and/or a description of how the violation(s) occurred, why the action is not appropriate, and/or a proposal by the department for an alternative resolution. Within 10 days of submitting the appeal and request, the appealing department’s Budget Authority must schedule a meeting with the Director of PCS to review the appeal.

If the meeting between the Budget Authority and Director of PCS does not occur within 60 Days of the department’s appeal and request submittal date, the appeal and request will be deemed withdrawn and PCS will provide Written notice that the final resolution of the appeal and request was the appeal’s withdrawal.

If the meeting occurs within 60 Days but the appeal cannot be resolved between the directors, upon the request of the Budget Authority PCS will forward the appeal to the Associate Vice President for Budget and Finance for review and a determination.

The department may appeal the determination of the Associate Vice President for Budget and Finance to the VPFA. The VPFA has the discretion to determine whether or not to consider the appeal. If the VPFA determines not to hear the appeal, the determination of the Associate Vice President for Budget and Finance will become final. If the VPFA determines to hear the appeal, VPFA issue a final determination on the matter.
APPENDIX 1 - DEFINITIONS

The following Definitions apply to this Policy, unless otherwise defined within the Policy:

1. "Addendum" or "Addenda" means an addition to, deletion from, a material change in, or general interest explanation of the Solicitation Document.

2. "Award" or "Awarding" means, as the context requires, identifying the Entity with whom the UO intends to enter into a Contract following the resolution of any protest of the selection of that Entity and the completion of all Contract negotiations.

3. "Bid" means an Offer submitted in response to an ITB.

4. "Bidder" means an Entity that submits a Bid in response to an ITB.

5. "Board" means the Oregon State Board of Higher Education.

6. "Contract Amendment" means a Written order issued by an UO to the Contractor requiring a change in the Work within the general scope of the original Contract.

7. "Closing" means the date and time specified in a Solicitation Document as the deadline for submitting Offers.

8. "Competitive Process" means the process of procuring goods and services by fair and open competition, under varying market conditions, with the intent of minimizing opportunities for favoritism and assuring that Contracts are awarded equitably and economically using various factors in determining such equitability and economy.

9. "Contract" means any agreement, including amendments, entered into by UO for sale, disposal, purchase, lease, rental, transfer of rights, or other acquisition of rights of real or personal property or services, including personal or professional services.

10. "Contract Officer" means the Vice President for Finance and Administration or his or her designee at UO or the Vice Chancellor for Finance and Administration or his or her designee with the authority to negotiate and execute Contracts.

11. "Contract Price" means, as the context requires, the maximum monetary obligation that an UO either will or may incur under a Contract, including bonuses, incentives and contingency amounts, Addenda, Change Orders, or approved alternates, if the Contractor fully performs under the Contract.

12. "Contractor" means the Entity awarded a Contract.

13. "Days" means calendar days, including weekdays, weekends, and holidays, unless otherwise specified.

14. "Disadvantaged Business Enterprise" or "DBE" means a small business concern: 14.1 That is at least 51% owned by one or more socially and economically disadvantaged individuals; or
14.2 For which, in the case of a corporation, at least 51% of the stock is owned by one or more socially and economically disadvantaged individuals, and of which the management and daily business operations are controlled by one or more of the socially and economically disadvantaged individuals who own it.

15. "Disqualification or Disqualify" means the preclusion of an Entity from contracting with UO in accordance Section 5.1.5.

16. “Department Budget Authority” means a UO dean, director, department head or the UO employee with final budget authority for the department.

17. “Economically Disadvantaged Individual” means a socially disadvantaged individual whose ability to compete in the free enterprise system has been impaired due to diminished capital and credit opportunities as compared to other individual in the same business area who are not socially disadvantaged individuals.”

18. “Emergency” means an unexpected, serious situation that creates a significant risk of loss, damage, interruption of service, or threat to the public health or safety that requires prompt action to remedy the condition.

19. "Emerging Small Business" means an independent business:
   19.1 With its principal place of business located in this state;
   19.2 That qualifies as a Tier One Firm or a Tier Two Firm;
   19.3 That is properly licensed and legally registered in this state; and
   19.4 That is not a subsidiary or parent company belonging to a group of firms that are owned or controlled by the same individuals if, in the aggregate, the group of firms does not qualify as a Tier One Firm or a Tier Two Firm.

20. "Entity" means a natural person or entity including, without limitation, sole proprietorship, corporation, partnership, limited liability company or partnership, limited partnership, unincorporated association, trust, or joint venture with legal capacity to contract, or a government or governmental subdivision.

21. "Grant" means:
   21.1 An agreement under which an UO receives money, property, or other assistance, including, but not limited to, federal assistance that is characterized as a Grant by federal law or regulations, loans, loan guarantees, credit enhancements, gifts, bequests, commodities, or other assets, from a grantor for the purpose of supporting or stimulating a program or activity of the UO and in which no substantial involvement by the grantor is anticipated in the program or activity other than involvement associated with monitoring compliance with the Grant conditions; or
   21.2 An agreement under which an UO provides money, property, or other assistance, including, but not limited to, federal assistance that is characterized as a Grant by federal law or regulations, loans, commodities, or other assets, to a recipient for the purpose of supporting or stimulating a program or activity of the recipient and in which no substantial involvement by the UO is anticipated in the program or activity other than involvement associated with monitoring compliance with the Grant conditions.
   21.3 "Grant" does not include an Emergency Contract.
22. "Invitation to Bid" (ITB) means a Solicitation Document for the solicitation of competitive, Written, Signed, and Sealed Bids in which Specifications, price, and delivery (or project completion) are the predominant award criteria.

23. "Minority Individual" means a person who is a citizen or lawful permanent resident of the United States, who is:
   23.1 Black, having origins in any of the black racial groups of Africa;
   23.2 Hispanic, having Mexican, Puerto Rican, Cuban, Central or South American or other Spanish culture or origin, regardless of race;
   23.3 Asian American, having origins in any of the original peoples of the Far East, Southeast Asia, the Indian subcontinent or the Pacific Islands;
   23.4 Portuguese, having Portuguese, Brazilian or other Portuguese culture or origin, regardless of race;
   23.5 American Indian or Alaskan Native, having origins in any of the original peoples of North America; or
   23.6 A member of another group, or another individual who is socially and economically disadvantaged as determined by the Advocate for Minority, Women and Emerging Small Business.

24. "Minority or Women Business Enterprise" means a small business concern:
   24.1 That is at least 51% owned by one or more Minority Individuals or Women;
   or
   24.2 For which, in the case of a corporation, at least 51% of the stock is owned by one or more individuals who are Minority Individuals or Women, and of which the management and daily business operations are controlled by one or more of the Minority Individuals or Women who own it.


27. "Personal Services Contract" or “PSC” means a Contract with an Entity whose primary purpose is to acquire specialized skills, knowledge, and resources. Some examples are a Contract for the services of an accountant, physician or dentist, educator, consultant, broadcaster or artist (including a photographer, filmmaker, painter, weaver, or sculptor.)

28. “Policy” means this UO Purchasing and Contracting Policy.

29. “President” means the president of UO.

30. "Price Agreement" means a nonexclusive agreement in which the Contractor agrees to provide specific items or services to UO at a set price during a specified period of time.

32. "Proposer" means an Entity that submits a Proposal in response to a Request for Proposals.

33. "Purchasing and Contracting Services" or "PCS" means the UO’s Purchasing and Contracting Services department.

34. "Qualified Rehabilitation Facility" or "QRF" means a nonprofit activity center or rehabilitation facility authorized by the Oregon Department of Administrative Services to provide goods or services in accordance with ORS 279.835 et seq.

35. "Request for Information" or "RFI" means a Solicitation Document seeking information regarding products or services that UO is interested in procuring.

36. "Request for Proposals" or "RFP" means a Solicitation Document to obtain competitive Written, Signed, Sealed Proposals to be used as a basis for making an acquisition or entering into a Contract when price will not necessarily be the predominant award criteria.

37. "Request for Quotes" or "RFQ" means a Solicitation Document to obtain competitive Written, quotes to be used as a basis for making an acquisition or entering into a Contract when the total dollar value of the procurement will be less than or equal to $150,000.

38. "Retainer Contract" means a Contract by which, pursuant to a Request for Proposals or Invitation to Bid, multiple Contractors are authorized to provide specific supplies or equipment to or perform specific services for UO. Contractors on a Retainer Contract may provide goods or services on a non-exclusive and as-needed basis.

39. "Signed or Signature" mean any Written mark, word, or symbol that is made or adopted by an Entity with the intent to be bound and that is attached to or logically associated with a Written document to which the Entity intends to be bound.

40. "Single Seller" means the only Contractor reasonably available to provide particular product or service.

41. "Solicitation Document" means an Invitation to Bid, Request for Proposals, Request for Qualifications, Request for Information, or any other Written document issued pursuant to a procurement method allowed under Section 5 and posted on the OUS procurement website by UO that outlines the required Specifications necessary to submit an Offer.

42. "Specifications" means a description of the physical or functional characteristics, or of the nature of the goods or services, including any requirement for inspecting, testing, or preparing the goods or services for delivery and the quantities or qualities of the goods or services to be furnished under a Contract. Specifications generally will state the result to be obtained and may describe the method and manner of performance.

43. "Tier one firm" means a business that employs fewer than 20 full-time equivalent employees and has average annual gross receipts for the last three years that do not exceed $600,000 for a business not performing construction.
44. “Tier two firm” means a business that employs fewer than 30 full-time equivalent employees and has average annual gross receipts for the last three years that do not exceed $1 million for a business not performing construction.

45. “UO” means University of Oregon.

46. “VPFA” means the Vice President of Finance and Administration for UO.

47. “Woman” means a person of the female sex who is a citizen or lawful permanent resident of the United States.

48. “Work” means the furnishing of all materials, equipment, labor, transportation, services, and incidentals necessary to successfully complete any individual item or the entire Contract and carrying out and completion of all duties and obligations imposed by the Contract.

49. “Written” or “Writing” means visible letters, characters, and symbols intended to represent or convey particular ideas or meanings.