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1. Purpose. To set forth regulations and procedures for the procurement of goods and services consistent with Board policies, and applicable laws and regulations.

2. Definitions. For the purpose of these regulations and procedures the following definitions apply.

2.1 “Agreement” means any legally enforceable promise(s) between the University and one or more parties committing University resources. These resources may be money, for example, direct payment, or use of University staff, facilities, equipment, or supplies.

2.2 “Bid Bond” means a guarantee the bidder will accept the contract for the stated bid amount, or the University will be compensated for any additional amount required for the bidder’s failure to perform.

2.3 “Competitive Bidding” is a formal process managed by the Purchasing Department which involves multiple vendors submitting bids for a product, service, or material that a business needs.

2.4 “Competitively Sourced” is a process that involves asking multiple suppliers for quotes on goods or services to ensure that the best value is obtained. Washburn will designate three (3) as the number of quotes required.

2.5 “Institutional Required Purchases” means purchases required for the general operation of the University. These include, but are not limited to university benefits, University legal services as approved by General Counsel, official contract/agreements for international recruitment, MIAA or NCAA required contracts, centralized software/hardware, Public Broadcasting Services, accreditation fees and approved institutional memberships, and other unique specialized services in the best interest of the University. (see Appendix A for further details)

2.6 “Payment Voucher” means a University form authorizing payment to a vendor.

2.7 “Performance Bond” means a contract of guarantee, executed subsequent to award by a successful vendor to protect the buyer from loss due to the vendor’s inability to complete the contract as agreed.

2.8 “One Card” means a University credit card for purchasing and paying for small dollar transactions from off-campus vendors.

2.9 “Purchase Order” means the document issued to a vendor by the Purchasing Department to formalize an agreement for the purchase of goods and/or services by the University. The goods, services, prices, and other terms and conditions are itemized on the document.

2.10 “Request for Quote” means a solicitation in which the terms, conditions, and specifications are described and responses are not subject to negotiation.

2.11 “Request for Proposal” means a solicitation in which it is not advantageous to set forth all the actual, detailed requirements at the time of solicitation and responses are subject to negotiation. Price must be a factor in the award but not the sole factor.

2.12 “Requisition” means a request for approval to purchase goods or services.

2.13 “Sole Source” means there is only one known supplier of the requested goods and/or services. One known manufacturer, but more than one supplier, is not a sole source situation.

3. Limits and Thresholds

3.1 Agreements Approval. Agreements involving Washburn University in financial obligations of any kind must be approved in advance by the President, VPAT or VPAT’s designee. Exceptions: procurement card transactions (See Section 12 below).

3.2 Officials Authorized. The University officials authorized to approve agreements are the President, the VPAT, the Assistant Vice President Finance (AVP Finance), and the Director of Purchasing or an assigned designee.

3.3 Limited Approval Authorization. The VPAT may designate other Employees to sign agreements for specific purposes.

3.4 Sponsored Programs Requirements. In the administration of grants or contracts for sponsored programs, applicable documents may impose additional purchasing requirements. These additional requirements shall also be followed.

3.5 Board Approval Requirement. Proposed purchases of \$150,000 or more annually require advance approval by the Board. Such proposals and appropriate supporting documents are presented to the Board by the VPAT. The following types of transactions do not require prior Board approval even when they exceed \$150,000:

- Payments for utilities services;
- Payments for licensing fees;
- Payments for institutional required purchases;
- Purchases of products for re-sale in either the Bookstore or dining services;
- Purchases that fall under a Board approved Project per WUPRPM Policy R Section 3.2.3.

3.6 Employee Sales Restriction. No Employee, except as permitted under the University's Conflict of Interest policy, shall:

- Negotiate sales with;
- Compete for sales to; or
- Make a sale to the University.

3.7 Agenda Deadlines. Agenda deadlines necessitate items requiring Board approval must be submitted well in advance of the meeting.

4. Request for Quotation/Request for Proposal (RFQ)/(RFP). Competitive bidding requires the preparation of a Request for Quotation or Request for Proposal. The preparation of this document frequently is an involved process, taking an extended period of time to develop appropriate specifications also known as the Scope of Work (SOW). It is the responsibility of the requesting department to provide a detailed SOW to Purchasing. Purchasing will review, ask questions and then finalize the SOW with other input (ITS support, etc.). Additionally, evaluation of the bids/proposals received may take several weeks. Use of competitive bidding is required for purchases reasonably expected to be \$50,000 or more. All purchases over \$150,000 require Board approval after the competitive bidding except for those defined in WUPRPM R. Purchasing and Financial Obligations Board Policies, Section 3.2.

4.1 Purchase Initiation. To initiate the purchase, the Department Head shall contact the Director of Purchasing as many weeks in advance of the desired acquisition date as possible. If the purchase will require ITS services, a project request should be submitted at this time with ITS. The Director of Purchasing and the Department Head and/or their designees are responsible for working cooperatively to develop specifications/SOW.

4.2 Successful Vendor Selection. The successful vendor shall be identified by the Director of Purchasing in consultation with the Department Head and/or, if applicable, the review committee. Any contract or purchase order awarded shall be to a responsible vendor who submits the best, qualified and responsive proposal/quotation as determined by the University.

4.3 Contract. If a contract is required for the purchase, it is to be negotiated with the Department Head and the Director of Purchasing. Once final negotiations are completed, the contract is to be forwarded to Legal for review prior to the requisition completion.

4.4 Purchase Requisition. The Department Head or their designee shall submit a purchase requisition once the successful vendor is identified. The requisition shall be routed through the electronic approval process.

5. Bid Information. The Director of Purchasing and/or their designees shall release bid information only after the award is made. Exception: when a public opening of the bid is conducted.

6. Bid Bonds.

6.1 Requirement Determination. Requirement of a bid bond shall be determined by the Director of Purchasing. Factors which shall be considered include, but are not limited to:

- The dollar amount and/or the complexity of the intended purchase;
- The product or service;
- The competitive conditions; and,
- The history of such purchases.

6.2 Bid Security. Bid bonds shall be the only instrument by which a vendor may provide monetary security for submitting bids.

6.3 Ethics and Conflict of Interest. All parties involved in the negotiation, performance, or administration of the acquisition of any materials and/or services or is involved in the procurement process for Washburn University, is held to the highest degree of trust and bound to these expectations.

7. Waiver of Bid Requirements. The Director of Purchasing may waive competitive bidding requirements in the following situations:

- There is an unforeseen and immediate need;
- There is an emergency need;
- There is only one known source for the purchase;
- The vendor's product or service has a current contract price with the State of Kansas; or,
- The price of product or service from the vendor was competitively bid by an educationally or governmental related organization of which the University is a member.

8. Sole Source Determination. Written justification on the approved Sole Source form shall be submitted by the Department Head or their designee to the Director of Purchasing to request a sole source purchase. In support of the request, one or more of the following criteria shall be substantiated:

- Based upon generic specifications there is only one supplier for the requested goods and/or services;
- No other manufacturer's product will correctly interface with existing equipment;
- The product must match existing equipment and is being purchased to provide uniformity for instructional or maintenance purposes; and/or,
- The product must be compatible for research purposes because:
 - The main purpose of the purchase is to replicate specific experiments using the exact products that produced the original results; or,
 - Collaboration with another researcher requires products identical to those being used by that researcher.

9. Vendor Grievance. A vendor may raise a grievance concerning a bid solicitation or award with the Director of Purchasing or other officer designated in the bid documents.

9.1 University Response. The Director of Purchasing or another officer shall promptly respond as follows:

- If grievance is made prior to bid opening, an addendum to the bid document will be issued if the Director of Purchasing decides there is a need to do so in order to make a clarification;
- If grievance is made following bid opening, the Director of Purchasing shall take action deemed appropriate to resolve the grievance; and,
- Provide the vendor with a copy of the grievance procedure.

9.2 Dissatisfied Vendor Response. A vendor dissatisfied with the response of the Director of Purchasing may file a written complaint to the AVP Finance. The vendor shall:

- File the written complaint not later than three business days following the bid opening;
- Fully state the grievance;
- Identify the bid being grieved;
- State the specific reasons for filing the grievance, and reference any applicable documents; and
- State the desired remedy.

9.3 AVP Finance Response. The AVP Finance determination shall be issued in writing not later than five business days following receipt of the vendor's written complaint.

9.4 Second Vendor Response. A vendor dissatisfied with the response of the AVP Finance may appeal to the VPAT. The appeal shall:

- Be made in writing not later than five business days of the date of the AVP Finance response;
- Be limited to the issues raised in the written complaint to the AVP Finance; and,
- Not include any issues not previously raised.
- The VPAT shall review the vendor's complaint;
- The AVP Finance written determination; and,
- Supporting information regarding the issues which either the vendor or the AVP Finance wants considered.

9.5 Vice President Response. The VPAT's determination shall be issued in writing not later than five business days following the receipt of the appeal.

9.6 Final University Decision. The VPAT's determination is the final decision of the University, and the vendor shall be deemed to have exhausted all administrative remedies.

9.7 Contract Award Delay. No award of contract or purchase order shall be made until the grievance is resolved except when:

- The grievance is not filed until after the third day following the day of the bid opening;
- An award was made before the grievance was filed; or,
- The VPAT makes a written determination awarding the contract without delay is necessary to protect the substantial interests of the University.

10. Purchase Limits.

All computer, printer, technology equipment and software must be pre-approved and ordered by University ITS. Please contact ITS support via email or phone at support@washburn.edu or (785) 670-3000 to facilitate acquisition.

10.1 Purchases under \$10,000:

- Any purchase up to \$10,000 does not require a requisition
- Purchase Order required in advance if vendor is providing on campus service that requires proof of insurance

10.2 Purchases \$10,000 to \$49,999:

- Purchase Orders are required, except for payments made with a wire transfer and those referenced in Section 3.5;
- VPAT or VPAT designee has the authority to require competitive bids;
- Consult with the Director of Purchasing about procedures for obtaining three (3) quotations;
- Advise vendors that requesting information and/or a price quote does not imply an order is being placed;
- Direct vendors where to submit price quotations;
- Evaluate the price quotations to determine the best, qualified, responsive, and responsible vendor and make a recommendation to the Purchasing Department; and,
- Send all price quotations and vendor contact information to the Purchasing Department at the time the requisition is submitted electronically.

10.3 Purchases \$50,000 to \$149,999:

- Purchase Orders are required.

- Competitive bid requirements may be waived by the VPAT or VPAT designee when:
 - Emergency, unforeseen and immediate need;
 - Only one known source for the purchase;
 - Where negotiation would render a more favorable outcome;
 - The product is for resale;
 - The product or service requires compatibility with existing systems/equipment;
 - Product or service available through current contracts established by the State of Kansas or government agencies; or,
 - Products or services available on contracts established by competitive process by purchasing cooperatives/consortiums.

- Competitive bid and pre-approval exceptions:
 - Utility services
 - Licensing fees
 - Institutional required purchases (see Appendix A)
 - Purchase of products for resale at retail operations
 - Bookstore
 - Dining Services

10.4 Purchases \$150,000 and over:

- Purchase Orders are required.
- Any purchase obligation requiring an expenditure of \$150,000 or more must be approved by the Board in advance of incurring the obligation. (Per section 3.5)
- Purchases or obligations at this level shall also be competitively bid.

10.5 Purchasing from Established Contracts – These are previously negotiated contracts by the state or consortiums that allow the University to use those contracts. Any contract such as described above may be used for purchases without having to go through a formal bid process. Board approval will still apply. Purchases using established contracts are the most efficient use of university resources, providing the best overall value for Washburn University. Established contracts are contracts with suppliers that have been through a competitive process and the terms have been secured at the best value and are available to authorized departments university wide. These suppliers provide goods and services with favorable terms for pricing, delivery and other factors and thus are the preferred source for purchasing goods or services from external entities.

- Established state contracts where political sub-divisions are allowed may be used.
- Consortiums that Washburn subscribed can be used. Check with Purchasing at purchasing@washburn.edu to validate the consortium contract and use.

10.6 Project Purchases

- Projects over \$1 million
 - Selection of project designer and primer construction contractor must receive Board approval in advance of incurring the obligation.
- Projects under \$1 million
 - Individual purchases that fall within the Board approved project do not need to be presented to the Board, regardless of purchase amount.
- Exceeding Board approved amount
 - Projects whose costs are expected to exceed the Board approved amount by the greater of \$150,000 or 10% shall be submitted for Board approval of the new Project Budget amount.

10.7 Exemption from Competitive Bid. Purchasing policies require competition to be sought in all purchases. However, there are times when the competitive bid process is not reasonable. When special circumstances arise where bidding is not possible, departments must submit a request to purchasing@washburn.edu noting which exemption categories apply and provide documentation to support the exemption. Units providing inadequate supporting documentation will be asked to complete the appropriate competitive bidding process. Special approval purchases are reported to the President and VPAT to secure immediate approval from the Board Chair for ratification at the next Board meeting. The following exemption categories may apply.

- Sole source: See section 8 for specifics on sole source
- Emergency purchases:
 - Purchases of goods or services for public emergencies presenting an immediate need for life, safety or health of the public.
 - Purchases of goods or services for an emergent need to protect property from further damage.

10.8 Information Technology – MUST involve ITS by submitting Ticket to ITS for project.

- **Security and Privacy**
 - All university transactions for the acquisition of information technology or data goods and services are required to contain language addressing security requirements as part of the transaction's governing terms and conditions; and, where required, undergo a privacy and security assessment to ensure compliance with the university's security program and governmental regulations.
 - Involve Purchasing and ITS if the transaction includes providing access to sensitive institutional data classified as Restricted, High, or

Moderate, including all data types regulated by federal or state law. Involve ITS and the Business Office if the transaction includes payment card information (PCI) and systems that process credit card transactions.

- **Software**

Limited delegation of authority is granted to department end-users to bind the university to contracts and agreements for software purchases or licensing.

- **Accessibility**

University units and employees have a responsibility to procure technology which is accessible for people with disabilities. Any transactions involving digital goods or information technology of any sort that have user-facing components or ramifications, which articulates the process that units and employees should follow when procuring technology.

10.9 Project Exemption Certificate (PEC) Issued by the State of Kansas – For contracted services when materials are provided by the contractor, including construction projects and maintenance work, Purchasing can submit for a project exemption for a given project. Please contact purchasing at purchasing@washburn.edu for assistance to know if the project qualifies under the Kansas Department of Revenue (KDOR) rules.

- Purchasing has a form that will need to be completed with pertinent information to make the PEC request.
- At the time the request is made and issued, there will then be a form that will need to be completed and returned to purchasing for closure of the project. Upon receipt, Purchasing will submit the form to KDOR for closure.

10.10 Change Orders. Process for change orders depends on whether the change impacts the scope of a previous awarded RFP/RFQ.

- SOW does not change from the previous award RFP/RFQ, the change order will be presented to the Board depending on project type.
 - For non-capital projects, change orders will be presented to the board when the total amount accumulates to \$100,000 over the Board approved budget.
 - For capital projects, change orders will be presented to the board when the total amount reaches \$150,000.00 or 10% of the previously approved budget.
- SOW does change from the previous award RFP/RFQ, the change order is not allowed. This would require a new RFP/RFQ to be completed.

11. Submitting Requisitions. Requisitions for goods or services shall be submitted electronically through Banner. If the vendor is not in the Banner system, a W-9 is required from the vendor to enable set up prior to submitting

11.1 Information Required. Required for the requisition are:

- The preamble of the PO includes notes to be printed on the PO. These notes should include such things, but not limited to, the quote/bid number; quote/bid date; who provided the quote/bid; RFP number; date approved by the Board if over \$150,000;
- Requestor and vendor contact information;
- Commodity information, including full description of product or service to be purchased including part number's; and,
- Accounting information, including Fund, Organization, and Account.
- W-9 if vendor is not in Banner vendor database.

11.2 Submission of Requisition. Requisition is submitted for approval automatically upon completion of the electronic form.

12. One Card Program

12.1 Types of Purchases. Types of purchases for which the One Card may be used include, but are not limited to:

- Office supplies from Staples Advantage
- Subscriptions
- Reprints of journal articles
- Maintenance and repair materials
- Books
- Mail Services
- Clothing/Promotional Items
- Amazon; and,
- Travel
 - Transportation Expenses (car rental, shuttle services, etc.)
 - Airfare
 - Lodging
 - Group Meals
 - Parking
 - Conference or Seminar Registration Fees, Membership Dues or Fees

12.2 One Card Use Restrictions.

12.2.1 Types of purchases not permitted are listed in the One Card User's Guide.

12.2.2 No personal purchases with the One Card are permitted.

12.2.3 Each purchase normally shall be \$2,500 or less, inclusive of shipping and handling costs.

12.2.4 A total dollar limit for each 30 day billing cycle is set by the One Card holder's Department Head and Director of Purchasing.

12.2.5 Sales Tax Exemption: It is the responsibility of the cardholder to ensure that sales tax is not charged when making a purchase. If taxes are charged in error the cardholder must request a credit from the vendor as soon as possible after discovering the error.

12.3 Obtaining a Card.

12.3.1 To request a One Card contact purchasing@washburn.edu to obtain a "One Card Application" form and One Card User's Guide.

12.3.2 The One Card will be issued only after the applicant has completed the required Concur training and submitted to the Director of Purchasing a signed "One Card Holder's Agreement."

12.4 One Card Cardholder Responsibilities

12.4.1 The One Card cardholder must scan their receipts and assign FOAPAL to each transaction along with supporting documentation in Concur. If the receipt is for a group meal, it **MUST** include all participants names and the business purpose for the meal.

12.4.2 The One Card cardholder must reconcile each transaction and submit for approval.

12.4.3 Complete One Card transactions must be submitted by the cardholder within 7 days of the ending cycle date.

13. Departmental Charges and Charge Backs. Purchases by one University Department from another of goods and/or services may be made. Proper authorization, by signature, to charge the appropriate account(s) of the Department making the purchase is required. Examples of charge/charge back purchases include, but are not limited to:

- Telephone toll expense;

- Catering by Dining Services (catering has first right of refusal for all catering on campus);
- Books and/or supplies from the Bookstore; and,
- Work performed by Facilities Services.

14. Receiving Merchandise.

14.1 Receiving Responsibility. The individual receiving delivery shall:

- Inspect the package, carton, etc. for apparent damage;
- Note any recognized damage on the bill of lading;
- Affix bill of lading to the package, carton, etc;
- Immediately report any apparent damage to the purchasing department's Head, the Director of Purchasing and the vendor; and,
- Process the return material authorization request form as required by shipper and/or vendor.

14.2 Reporting Damaged, Unapproved Substitute goods or Unsatisfactory Merchandise

- Shipping terms for all purchases should be FOB Destination or Freight Prepaid and Allowed.
- Make sure to notate all visible damage on the shipping documents before signing the document and obtain a copy of the document.
- Make sure to count all packages/boxes in the shipment before signature.
- We recommend taking a photo with your phone of damaged boxes/packages.
- When concealed damage is found, the original carton must be retained until the claim is resolved. A request for reimbursement must be made within 15 days of delivery.
- If items are sent by insured parcel post (USPS) the department should return the damaged shipment to the USPS for their inspection and assistance in preparing a claim. The shipper should also be notified and department should request a replacement and file a claim with the USPS.
- If the USPS parcel is not insured the claim will need to be made with the vendor.

14.3 Unpacking Responsibility. The individual who unpacks shall:

- Determine if the correct product has been received and is in good order;
- Note on the Department Copy of the purchase order any damage not discovered at the receiving point; and,
- Immediately notify the Head of the receiving Department and Director of Purchasing of any damage not previously reported.

15. Reimbursement. To receive reimbursement for non-travel related purchases if not using the One Card, the Employee shall submit a payment voucher supported by documentation including, but not limited to, applicable receipts and the business purpose of the purchase.

16. Procurement of Architect-Engineer, Construction Management, Material Testing, and Land Surveying Services. Proposals for services for architect-engineer, construction management, material testing, and land surveying (design/management services) shall be publicly solicited. Contracts for such services shall be negotiated on the basis of demonstrated competence and qualification for the particular type of service required. The contracts for service shall be at fair and reasonable prices.

16.1 Exceptions.

16.1.1 Design/management services necessary to meet emergency needs may be accomplished without public solicitation.

16.1.2 Design/management services which are estimated not to exceed \$25,000 may be contracted for by Purchasing by direct negotiation and selection. Purchasing shall consider the:

- Nature of the project;
- Proximity of the design/management individual or organization to the project location;
- Capability of the design/management individual or organization to produce the required service within a reasonable time;
- Past performance of the design/management individual or organization; and,
- Ability of the design/management individual or organization to meet project budget requirements.

16.2 Selection Committee. For each project, appoint a design/management services selection committee composed of no fewer than 3 Employees. Two members shall be from the Facilities Services staff and one from the functional area of the project. The committee shall be responsible for:

- Developing a description of the proposed project;
- Enumerating all required professional services for the project; and,
- Preparing a formal request for proposal (RFP).

16.3 RFP Requirements. The RFP shall include, but not be limited to the:

- Title of the project;
- Strong general scope of work;
- Description of professional services required;
- Criteria by which proposals will be evaluated;

- Submission deadline for responding to the RFP; and,
- Description of how interested individuals or organizations may apply.
- All appropriate ITS information regarding security of Washburn systems must be included. The HECVAT and AI Questionnaire at a minimum.

16.4 RFP Response Time. The date for submission of proposals in response to the RFP shall be not less than 10 calendar days nor more than 30 calendar days from the date the RFP is first advertised.

16.5 Respondent Interviews. After reviewing all proposals received, the selection committee at their discretion, will interview those deemed most qualified on the basis of proposal information received.

16.6 Selection and Ranking.

16.6.1 In evaluating interviewed respondents, the selection committee shall consider the following criteria:

- Past performance;
- Abilities of professional personnel;
- Demonstrated ability to meet time and budget requirements;
- Recent, current, and projected work load of the respondents;
- Creativity and insight related to the University's needs for, and use of, the project; and,
- Related experience on similar projects

16.6.2 Based upon these evaluations, the committee shall prepare a report which:

- Summarizes the evaluations of the interviewed respondents;
- Recommends to the VPAT, the selection of the respondents in rank order; and,
- Includes rationale for the committee's recommendations.

16.7 Contract Award.

16.7.1 Upon receiving Board authorization, the Director of Purchasing shall commence contract negotiations in the following manner:

- First efforts will be to reach an agreement with the top ranked respondent;
- If first efforts are unsuccessful, negotiations shall be formally terminated with the top ranked respondent; and,

- Negotiations shall proceed with each succeeding ranked respondent until a satisfactory contract is reached or negotiations with all ranked respondents have been formally terminated.

16.7.2 If negotiations with all ranked respondents are terminated, the Administration shall recommend to the Board that:

- Interviews be conducted with respondents not in the first ranking, if any;
- New requests for proposals without any revision of project requirements be submitted; or,
- New requests for proposal with revisions in the project which might attract additional proposals be submitted.

16.7.3 Any contract awarded shall be at compensation and terms deemed fair and reasonable to the University.

17. Vendor Suspension

The Purchasing Director may issue a written determination to suspend a vendor from doing business with the University pending an investigation to determine whether cause exists for debarment in accordance with approved purchasing procedures.

A written notice of the suspension, including a copy of the determination, shall be sent to the suspended vendor with a copy to the AVP Finance and VPAT.

The suspension period will be effective upon issuance of the notice of suspension.

18. Vendor Debarment

18.1 A vendor may be debarred for any of the following reasons:

- 18.1.1** Conviction of a criminal offense in relation to obtaining or attempting to obtain a university contract or in the performance of such contract;
- 18.1.2** Conviction under State of Kansas or Federal statutes of embezzlement, theft, forgery, bribery, falsification or destruction of records or receiving stolen property;
- 18.1.3** Conviction under State of Kansas or Federal antitrust statutes arising out of the submission of bids or proposals;
- 18.1.4** Failure to perform in accordance with the terms of one or more contracts following notice of such failure, or a history of failure to perform, or of unsatisfactory performance of one or more contracts;
- 18.1.5** The vendor is currently under debarment by any other governmental entity that is based upon a settlement agreement or a final administrative or

judicial determination issued by a Federal, state or local governmental entity.

18.1.6 Following completion of the investigation to determine whether a vendor has engaged in activities that are cause for debarment, the Purchasing Director may debar the vendor for a period of time commensurate with the seriousness of the findings.

18.2 A written notice of debarment shall be sent to the vendor. The notice shall:

18.2.1 Indicate the reason(s) as listed in 18.A. above relied upon in issuing the notice of debarment;

18.2.2 State the debarment period; and

18.2.3 Inform the debarred vendor that any person(s) representing the debarred vendor during the debarment period may conduct no business with the University and that any solicitation responses received from the debarred vendor during the debarment period shall not be considered.

18.2.4 The debarment period will be effective fourteen (14) calendar days after the notice of debarment is sent to the debarred vendor.

18.3 Appeal of a Vendor Debarment

18.3.1 Any Vendor receiving written notice of debarment pursuant to 18.B above may appeal that determination.

18.3.2 The appeal must be in writing and submitted to the Vice President for Administration and Treasure (“*VPAT*”) no later than seven (7) calendar days after receipt of written notice. The written appeal should include any information that the Vendor wishes the VPAT to consider when ruling on the appeal.

18.3.3 The decision of the VPAT shall be issued as soon as practicable and will be the final decision on the matter.

Appendix A is located on the next page.

Appendix A

Academic Testing Services

Affiliation agreements

Advertising

Athletics Sports Officials and Game Payments

Business Related Training, Conferences, Performances or Events. Includes planning, facility fees, attendance fees, lodging, and service fees

Group Travel

Honorarium

Legal Services – For Use by WU Legal only

Licenses and Certifications, excluding software

Meals and Lodging for Invited Guests of the University, when direct billed from vendor

Memberships, dues and accreditation fees

Photographers and Videographers

Refunds Requests

Royalties/Broadcast Rights

Shipping/Parcel Services Including Postage

Speakers, artists, performers including honorariums to speakers, artists, performers

Subscriptions, excluding SaaS or Cloud Technology Related Services

Utilities Payments