Tab

5



Purchasing Guidelines

| Supplier Quotes | Best practice recommends a supplier quote for any item/service. This provides back up documentation for the purchase and any billing errors that may occur during invoicing. 3 written quotes from 3 different vendors are required if the total cost of the item(s) to the same vendor is between \$5K - \$34,999. A 'no bid' from a vendor is considered a quote as long as it is documented. |
|---|---|
| Invitation to Bid (ITB) | An Invitation to Bid is an advertised solicitation for any goods/services that exceeds \$35,000 regardless of the funding. You will be working with a Procurement Purchasing Agent to coordinate the specs, advertising, and bid opening. Detailed specifications are required from the requesting department. The complete ITB document will be advertised in the Orlando Sentinel and posted on the Procurement web-site for potential bidders. Please allow at least 5 weeks for this process. |
| Sole Source | A Sole Source vendor is one that is the only one that can supply a particular item/service. While there are several computer companies, Apple Computer is the only one that makes Macs. A Sole Source vendor can also be considered when ordering additional items of what is already purchased to stay with uniformity. If a classroom had 25 student desks, and 10 needed to be replaced, we would want to replace them with the same desk (if applicable). The Sole Source Form can be found in Atlas under Employee Tab → Employee Support →Tools →Valencia Forms. |
| State Contracts | Many items/services can be purchased using already awarded State Contracts. While many times, the price is not the lowest, it is a means to purchase an item without going through the bid process. To view what is available on State Contracts, go to: http://www.dms.myflorida.com/business_operations/state_purchasing/state_contracts_and_agreements |
| Account Codes | Also known as General Ledger codes. It is important to expense the item/service to the correct account code as outlined in the State Accounting Manual. A modified list can be downloaded in Atlas under the Budget tab under Procurement User Resources. |
| Supplier Business Profile and W-9 forms | In order to conduct business with the College, a vendor must complete a Supplier Business Profile and W-9 form. This information is entered into Banner so you can create a requisition which will turn into a Purchase Order. When the invoice is approved, Accounts Payable can cut a check to the vendor. These forms are NOT required for P-Card purchases. Both forms can be found on the Procurement web-site: http://valenciacollege.edu/procurement/vendor.cfm |
| Computers, printers, scanners, monitors, software | Any computer equipment purchases or software should be coordinated through OIT. A common e-mail address has been established to provide quotes: <u>quoterequest@valenciacollege.edu</u> |
| Vendor Contracts | Any contract/agreement that requires a signature can only be signed by the president or vice president of operations & finance. Legal approval is required prior to a signature. |

P-Card Purchases (Master Card Credit Card)

| Application | All Valencia employees are permitted to apply for a P-card. To down load an Application, go to: http://valenciacollege.edu/procurement/ProcurementCard.cfm |
|---------------------------|--|
| Travel | Your P-Card can be used to register for conferences, hotels, and book airline tickets. It cannot be used for food or meals while traveling. Travel arrangements should be made during normal business hours. When renting a vehicle, the driver and the cardholder must be the same. |
| Small Consumable Items | Your P-Card is designed to be used for small consumable items such as Office Depot or Bookstore orders. |

Contacts

| Procurement Questions regarding requisitions, purchase orders, suppliers, quotes, bid process | x5542 for Christy Colgan, Purchasing Specialist x5543 for VACANT, Purchasing Agent ValenciaProcurement@valenciacollege.edu P-Card Questions: x1974 for Kellie Robertson, Procurement Coordinator/P-Card Administrator x3387 for Haresh Singh |
|--|---|
| Accounts Payable Questions regarding payment or invoices | x3316 for Suppliers Listed between A-D x3310 for Suppliers Listed between E-K x3317 for Suppliers Listed between L-O x3312 for Suppliers Listed between P-Z |
| Budget Office Questions regarding Account Codes, budget transfers, journal entries, and funds | x3340 for Vilma Miller Flores, Budget Coordinator x3324 for Lori Gacey, Budget Specialist x3309 for Sue Fagan, Director of Budget/Analysis BudgetOffice@valenciacollege.edu |
| Grants Accounting Office Questions regarding Grant Account Codes, budget transfers, and Grant restrictions | 407-582-3311 407-582-3305 or 407-582-3335 |

We all share the same FAX line: 407-582-3007



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Related Links

Campus Locations

Courier Services

the existing contract.

Procurement



Welcome

Thank you for visiting our website.

Procurement is committed to providing professional support to our college community. We will determine our success by our ability to:

- · Satisfy our customer's requirements,
- · Our philosophies and practices reflect the highest ethical precepts and servant leadership,
- Be a team that is valued by our college community for its professionalism, expertise, and ability to provide guidance and training through out the procurement process,
- · Encourage supplier diversity,
- · Assure compliance to policy and laws applicable to our acquisition process,
- · Continually streamline and simplify our procedures by the use of technology,
- · Perpetuate a reputation of high standards among our peers,
- · Contribute to the achievement of Valencia's mission.

| NAEP Code of Ethics | To strengthen ethical awareness, and to provide high standards of ethical practices, Valencia College subscribes to the National Association of Educational Procurement (NAEP) Code of Ethics |
|---|--|
| Supplier Information | How to Do Business Guide Supplier Business Profile & W-9 form Sustainability information Supplier Diversity Information Payments Purchase Order Terms and Conditions Health Department form State Statutes and Related Links. |
| Contracts | Consultant Agreement Independent Contractors Agreement Speaker Agreement Continuing Services Contract Special Provisions for Grant related Contracts Minimum Insurance Requirements Matrix Awarded Contract List |
| Cooperative Links: you can use these links to see if the good/service you are looking for has already been competitively bid. If it has, we can work with the Contract Administrator to piggyback off | State of Florida U.S. Communities E & I Cooperative National Cooperative Purchasing Network General Services Administration |

| Food Services | Valencia College is pleased to have Food Services, Inc. as the college's new food |
|---|---|
| | service vendor for Valencia's entire cafeteria and catering dining experiences. |
| Office Depot | To purchase office supplies. If you do not have an account, contact the Procurement |
| | Office to set you up. You must have a P-Card to make purchases. |
| Printing Services | Valencia College has awarded a contract to Xperient (Central Florida's premier print |
| | provider) for college-wide print services. |
| | Passionate about quality printing and service, Xperient is looking forward to serving |
| | you. |
| | Visit this page to learn more about: |
| | How to Order |
| | Requesting a quote |
| | Contract Pricing |
| | Contact Person |
| Promotional Suppliers | We have 7 Vendors we utilize for Marketing and Promotional items. |
| Technology Refresh Program | Seminole State College, on behalf of the twenty-eight member Florida College |
| | System, has awarded the Technology Refresh Contract to Dell and HP. |
| Term Contracts | Awarded Contract List |
| Toner Cartridges | Toner Cartridges should only be purchased from approved vendors with your P-Card. |
| | You can find the list of vendors on this tab. |
| | |
| Transportation Services | Bus Transportation Information |
| Transportation Services | Bus Transportation InformationRental Car Information |
| Transportation Services Solicitations | · |
| | Rental Car Information |
| | Rental Car Information You can view all current and awarded contracts that we have posted to VendorLink |
| | Rental Car Information You can view all current and awarded contracts that we have posted to VendorLink VendorLink is our vendor registration database. This is a free notification service |
| | Rental Car Information You can view all current and awarded contracts that we have posted to VendorLink VendorLink is our vendor registration database. This is a free notification service for solicitations and is the place where Vendors can download and review the details |
| | Rental Car Information You can view all current and awarded contracts that we have posted to VendorLink VendorLink is our vendor registration database. This is a free notification service for solicitations and is the place where Vendors can download and review the details of the requested bid documentation. Vendors can register |
| Solicitations | Rental Car Information You can view all current and awarded contracts that we have posted to VendorLink VendorLink is our vendor registration database. This is a free notification service for solicitations and is the place where Vendors can download and review the details of the requested bid documentation. Vendors can register at: https://www.myvendorlink.com/common/register.aspx |
| Solicitations Procurement Card | Rental Car Information You can view all current and awarded contracts that we have posted to VendorLink VendorLink is our vendor registration database. This is a free notification service for solicitations and is the place where Vendors can download and review the details of the requested bid documentation. Vendors can register at: https://www.myvendorlink.com/common/register.aspx Information and forms relating to P-Card |
| Procurement Card Procurement Procedures | Rental Car Information You can view all current and awarded contracts that we have posted to VendorLink VendorLink is our vendor registration database. This is a free notification service for solicitations and is the place where Vendors can download and review the details of the requested bid documentation. Vendors can register at: https://www.myvendorlink.com/common/register.aspx Information and forms relating to P-Card List of Procurement Procedures (WIP) |

REQUEST FOR QUOTE PROCEDURES: NON-RESTRICTED FUNDS (not Grant funded)

Definition: A Request for Quotation (RFQ) is an informal process through which written or electronic quotes are solicited from relevant suppliers. The Procurement Policy requires a minimum of three (3) written quotations for commodities or services with a total estimated costs below the formal competitive solicitation limit of \$34,999.

A. PURPOSE:

The purpose of this procedure is to provide consistent operational procedures for obtaining written quotations.

B. APPLICATION OF RFQ:

Departments may obtain written quotes from suppliers for goods and services between \$5,000 and \$34,999. If the goods or services requested are over \$35,000, College Policy requires that a formally advertised and sealed solicitation process be followed through the Procurement Department. If you need assistance, please contact Procurement.

C. USING EXISTING CONTRACTS:

Before seeking an RFQ, confirm if the goods or services are available from a competitively bid contract. A good resource to verify if goods are available is to review the Contract list on the Procurement Website at http://valenciacollege.edu/procurement/facultystaff.cfm. A second resource, is reviewing contracts awarded to other agencies or cooperatives. A good website to view this information is www.Procuresource.com. On this site, you can search by category, supplier and cooperative.

If the goods/services are available from a competitively bid contract, there is no need to obtain three quotes. (Contract number is to be added to requisition in Banner.)

D. REQUEST FOR QUOTATION FORM:

A Request for Quotation fillable form is available in "Atlas Forms" and is used to solicit quotes. When receiving quotations from suppliers, require the supplier to use the College's established form. This form contains terms and conditions to protect the College. It will also ensure a consistent format for all suppliers to use.

At a minimum, the supplier must provide a detailed quotation on the supplier's letterhead. Do not accept the supplier's special terms and conditions, unless they are reviewed by Legal.

The Request for Quotation Form should only be accepted by the supplier if an authorized representative of the firm has signed the form. Once the RFQ form is received from the supplier, the using department must perform a review/evaluation of the quotes to determine the lowest, most responsive and responsible quote.

E. FACTORS TO CONSIDER IN QUOTATION EVALUATION:

In determining whether a quotation is acceptable, other non-price factors such as those listed below, should be taken into consideration. A written explanation must accompany the requisition as an audit trail when the lowest acceptable offer is not being selected.

Non-price Factors to Consider:

- Compliance with technical specifications, relevant standards and technical norms.
- Compliance with existing equipment when there is an approved standardization plan.
- Compliance with required delivery schedule needs.
- Examination/comparison of samples.
- Previous experience of the firm.
- Guarantees, availability of spare parts, after-sales services and training.
- Warranty and payment terms.
- Performance of the vendor

F. WORK FLOW OF THE REQUEST FOR QUOTATION PROCESS:

- **Step 1:** Prepare the Request for Quotation form. A full description of the goods or services is provided and the quantity is specified. If the RFQ is for a service, consider requesting the supplier provide the time required to complete the services with hourly rates and a project total.
- **Step 2:** Issue RFQ's to reliable or qualified suppliers and specify the date on which they should be returned. The supplier adds the unit price, brand name, part number, and other key information. The vendor multiplies the price by the quantity specified to provide a total for each specific item.
- **Step 3:** Obtain a minimum of three (3) written quotations, more may be obtained to increase competition.
- **Step 4:** Complete a quotation evaluation process to compare compliance to the specifications, completeness (responsiveness) and price. Written explanation if not recommending award to the overall lowest price. Procurement will also perform a review of all quotes received.

IMPORTANT: A vendor is not authorized to commence work until a valid purchase order has been issued by the College's Procurement Department.

- **Step 5:** Enter the requisition into Banner for issuance of Purchase Order by Procurement. Depending on the complexity, a contract for services may be established. Procurement will fax or email the Purchase Order to the supplier.
- **Step 6:** Goods will be delivered to the location identified on Purchase Order.
- **Step 7:** Inspect goods received and sign Shipping/Receiving form "subject to inspection and acceptance by the College."
- **Step 8:** Invoices are sent to Accounts Payable by the Vendor. When the invoice is received by the department, perform a thorough review to ensure it matches the Purchase Order, date and sign, and forward to Accounts Payable for payment. Supplier is paid accordingly.

Step 9: If an Asset, include location and custodian of Asset within P.O. stamp on invoice. If item is an asset, the Property Control Office will tag the item and will include in the fixed asset system for tracking.

Step 10: Issue relating to supplier performance, notify Procurement.

Procurement Procedures with Federal Grant Funding

I. INTRODUCTION

A. Uniform Administrative Requirements, 2 CFR Part 200

The Uniform Administrative Requirements is a set of regulations (including procurement regulations) that applies to all non-federal entities that receive federal grant money. The Uniform Administrative Requirements is found in the Code of Federal Regulations (C.F.R.), which is a compilation of rules adopted by federal agencies. The complete Uniform Guidance can be located at: http://www.ecfr.gov/cgi-bin/text-idx?SID=2f3c1287f4d2ecfebfbb85ef1f5a8148&node=pt2.1.200&rgn=div5. For purposes of this procurement procedure, the focus will be on Procurement Standards CFR 200.317 – 200.328.

B. Revisions to Uniform Administrative Guidelines

The Office of Management and Budget (OMB) consolidated the federal government's guidance on Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. The Uniform Guidance supersedes OMB Circulars A–21, A–87, A–122; Circulars A–89, A–102, A–110, and A–133 and the guidance in Circular A–50 on Single Audit Act follow-up.

Crosswalks that explain where to find revised language and sections of the old guidance next to the new language is located at http://www.whitehouse.gov/omb/grants docs.

C. Definitions

Acquisition cost {§200.2} means the cost of the asset including the cost to ready the asset for its intended use. Acquisition cost for equipment, for example, means the net invoice price of the equipment, including the cost of any modifications, attachments, accessories, or auxiliary apparatus necessary to make it usable for the purpose for which it is acquired. Acquisition costs for software includes those development costs capitalized in accordance with generally accepted accounting principles (GAAP). Ancillary charges, such as taxes, duty, protective in transit insurance, freight, and installation may be included in or excluded from the acquisition cost in accordance with the non-Federal entity's regular accounting practices.

Awarding agency means the federal agency or pass-through agency providing the funding from a federal program.

Bidder means a potential supplier or vendor responding to a public solicitation.

Contractor (§200.23) means an entity that receives a contract as defined in §200.22 Contract.

Cooperative agreement {§200.24} means a legal instrument of financial assistance between a Federal awarding agency or pass-through entity and a non-Federal entity. (See Guidelines for further descriptive.)

Equipment {§200.33} means tangible personal property (including information technology systems) having a useful life of more than one year and a per-unit acquisition cost which equals or exceeds the lesser of the capitalization level established by the non-Federal entity for financial

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statement purposes, or \$5,000.

Expenditures [§ 200.34] means charges made by a non-Federal entity to a project or program for which a Federal award was received.

Grant agreement {§200.51} means a legal instrument of financial assistance between a Federal awarding agency or pass-through entity and a non-Federal entity that, consistent with 31 U.S.C. 6302, 6304. (See Guidelines for further descriptive.)

General purpose equipment {§200.48} means equipment which is not limited to research, medical, scientific or other technical activities. Examples include office equipment and furnishings, modular offices, telephone networks, information technology equipment and systems, air conditioning equipment, reproduction and printing equipment, and motor vehicles. See also Equipment {§200.33} and Special Purpose Equipment {§200.89}.

Information technology systems {§200.58} means computing devices, ancillary equipment, software, firmware, and similar procedures, services (including support services), and related resources.

Internal controls {§200.33} means a process, implemented by a non-Federal entity, designed to provide reasonable assurance regarding the achievement of objectives in the following categories:

- (a) Effectiveness and efficiency of operations;
- (b) Reliability of reporting for internal and external use; and
- (c) Compliance with applicable laws and regulations.

Must means required, while the word "Should" indicates best practices or recommended approach.

Non-Federal Entity {§200.69} means a state, local government, Indian tribe, institution of higher education (IHE), or nonprofit organization that carries out a Federal award as a recipient or subrecipient.

Real property {§200.85} means land, including land improvements, structures and appurtenances thereto, excluding movable machinery and equipment.

Subaward {§200.92} means an award provided by a pass-through entity to a subrecipient for the subrecipient to carry out part of a Federal award received by the pass-through entity. It does not include payments to a contractor or payments to an individual that is a beneficiary of a Federal program. A subaward may be provided through any form of legal agreement, including an agreement that the pass-through entity considers a contract.

Subrecipient {§200.33} means a non-Federal entity that receives a subaward from a pass-through entity to carry out part of a Federal program; but does not include an individual that is a beneficiary of such program. A subrecipient may also be a recipient of other Federal awards directly from a

Federal awarding agency.

Special purpose equipment {§200.89} means equipment which is used only for research, medical, scientific, or other technical activities. Examples of special purpose equipment include microscopes, x-ray machines, surgical instruments, and spectrometers.

Supplies {§200.94} means all tangible personal property other than equipment. A computing device is a supply if the acquisition cost is less than the lesser of the capitalization level established by the non-Federal entity for financial statement purposes or \$5,000, regardless of the length of its useful life have a useful life of less than one year or an acquisition cost of less than \$5,000 per unit.

Value engineering means the systematic and creative analysis of each contract item or task to ensure that its essential function is provided at the overall lower cost.

II. GENERAL PROCUREMENT REQUIREMENTS

- **A.** Procurement Process: Valencia College has developed procurement processes and procedures to support the following formal Board of Trustess Policies relating to the procurement function:
 - 1) Policy 6Hx28:5-10, Bidding Requirements
 - 2) Policy 6Hx28:5-07, Contracts
 - 3) Policy 6Hx28:2-05, Minority and Women's Business Enterprise Program
 - 4) Policy 6Hx28:5-10.1, No Preference in Procurement
 - 5) Policy 6Hx28:6-03.1, Expenditures
 - 6) Policy 6Hx28:11-05, Selecting Professional Services
 - 7) Policy 6Hx28:11-06, Prequalification of Contractors for Educational Facilities Construction
- **B.** Before starting a procurement process the department in collarboration with Procurement shall:
 - 1) Review all proposed procurements to avoid unnecessary or duplicative purchases of equipment, supplies, and services.
 - 2) Consider whether it will it save money and/or time to consolidate procurements or to break out to allow for more competition; if so, the department shall document the reason for the decision.
 - Where appropriate, perform an analysis of lease versus purchase alternatives, and other appropriate analysis to determine the most economical approach and document decision.
 - 4) Consider shared services and entering into interlocal cooperative agreements with other governmental agencies, to foster greater economy and efficiency,
 - 5) Perform a cost or price estimate on the procurement.
 - 6) Explore state or local intergovernmental agreements (such as competitive bidding group purchasing programs, state term contracts, GSA contracts, or formal intergovernmental agreements that can be utilized to procure equipment, supplies, and services. For more information, contact the Procurement Department.
 - 7) Use Federal and suplus property. To reduce project costs, it is encouraged to use Federal excess and surplus property as a replacement for purchasing new equipment.

C. During the procurement process:

- 1) Follow the College Procurement Policies and procedures which apply to non-federally funded procurements; (Guidelines are available on Atlas).
- Adhere to standards of conduct. Conflict of Interest must disclose in writing any conflict of interest in the selection, award and contract administration, see Attachment A, "Conflict of Interest and Disclosure Form" and Attachment B, "Proposer's Certification".
- 3) Require contractor, applicant or any other entity to disclose all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the award, See Attachment A, Conflict of Interest and Disclosure Form.
- 4) Award contracts only to responsible contractors able to perform successfully under the terms and conditions of the procurement, consider assessment of contractor integrity, compliance with public policy, record of past performance, financial and technical resources. Assessment of these criterion are used during the formal solicitation process as described herein, Section B4.
- 5) Maintain oversight of contractors to ensure that they perform in accordance with the terms, conditions, and specifications of their contracts or purchase orders. Each department is responsible for monitoring the performance of the contractor after award of a contract or purchase order. If the Contractor does not perform, the Department must complete a Vendor Performance Report and contact the Procurement Department. (Form is available in Atlas Forms).
- 6) Include a clear and accurate description of the technical requirements for the material, product or service to be procured, such as qualitative nature, minimum characteristics and standards for comformance. Avoid too detailed or restrictive specifications.
- 7) When it is impractical or uneconomical to make a clear and accurate description of the technical requirements, a "brand name or equivalent: description may be used.
- 8) Include applicable contract provisions in each purchase order or contract as required by Federal statutes and regulations. See Attachment C. (Review grant documents to determine which clauses must be included; If still unclear, confirm with the awarding agency as to which clause to use).
- 9) Construction Projects when feasible, for cost reduction, use value engineering clauses in contracts. When using prequalified lists of suppliers, the list must be current and include a sufficient number of bidders to ensure maximum open and free competition.
- 10) The College is required to keep and maintain records and documentation to detail the history of the procurement, to include:
 - a. Why you chose a specific procurement method;
 - b. The basis for your award (why did you select the contractor or vendor your selected? Why did you reject the others?);
 - c. The basis for the contract price; and
 - d. Any other significant decisions that were a part of the procurement process.

III. PROCUREMENT PRINCIPLES AND METHODS

A. Procurement Principles

All procurement transactions must be conducted in a manner providing full and open

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competition, must not restrict competition. *Examples of restricting competiton include:*

- 1) Placing unreasonable requirements on contractors to qualify to do business;
- 2) Requiring unnecessary experience or bonding (refer to the bonding limits identified in the Uniform Administrative Requirements {§200.325}.
- 3) Permitting noncompetitive pricing practices between firms or between affiliated companies;
- 4) Awarding contracts to consultants on "retainer" contracts;
- 5) Permitting conflicts of interest in contract awards or administration;
- 6) Specifying a brand name product without allowing an equal product to be offered; (and describing the performance requirements that must be met for a product to qualify as an "equal");
- 7) Acting arbitrarily in awarding contracts (in other words, be consistent, fair, and transparent).
- 8) Awarding based on local geographic preferences. (However, geographic location *may* be a selection criteria when awarding contracts for architectural or engineering services, provided that using such criteria "leaves an appropriate number of qualified firms" to compete for the work, "given the nature and size of the project.")

B. Procurement Methods

The College must use one of the following methods of procurement:

- 1. **Mirco-Purchase procedures** are used for procuring equipment, supplies and services not exceeding \$3,000. (\$2,000 for Construction subject to the Davis-Bacon Act). The Department shall solicit two quotes for comparison to confirm that the price is reasonable and shall include the quotes with the requisition.
- 2. **Small purchase procedures** are used as follows:

Request for Quotations for procuring equipment, supplies and services (other than construction) in which the cost will be less than \$35,000. Follow these guidelies for the Request for Quotations:

- First, use cooperatively bid contracts, such as College Contracts, State Contracts, E & I, NJPA, U.S. Communities, and NASPO. A good resource to access these contracts is through Procure Source at www.procuresource.com.
- 2) If not available on contract, use a standard Request for Quote Form which includes standard terms and conditions and requires the supplier to hold prices firm for a period of 90 days. **See sample RFQ Form, Exhibit A.**
- 3) Department shall solicit a minimum of three quotes from a adequate pool of suppliers.
- 4) Include minority and women owned businesses in the list of suppliers.
- 5) Reverse Auction Bid Service Contact the Procurement Department if you would like information pertaining to using a reverse auction bidding service, Fedbid.

- 3. **Sealed bidding** is required for procuring equipment, supplies, and services in which the cost will exceed \$35,000. Sealed bidding is the preferred method for procuring construction contracts and for all other contracts in which the cost will exceed \$35,000 and when (1) a complete, adequate, and realistic specification is available, (2) there are two or more responsible bidders available, and (3) the procurement lends itself to contract award based on price.
 - a. Sealed bidding consists of public advertisement for bids and provides sufficient time for bidders to respond before the date set for the bid opening.
 - b. Bids must be solicited from "an adequate number of known suppliers".
 - c. An invitation for bids, including the specifications and attachments, which defines the items or services required in enough detail to allow the bidders to properly respond.
 - d. Awarding a firm fixed-price contract made in writing to the lowest responsive and responsible bidder. (If specified in the bidding documents, factors such as discounts, transportation costs, and life cycle costs may be considered in determining which bid is lowest.)
 - e. Any and all bids may be rejected if there is a "sound documented reason."
- 4. Competitive proposals are used for procuring architectural or engineering services, and for when sealed bids are not appropriate. See competitive proposal process below or contact the Procurement Department for additional information. Competitive proposals are used when "conditions are not appropriate for the use of sealed bids," and for the procurement of architectural or engineering services. The requirements for a competitive proposal process are as follows:
 - a. Requests for Proposal process (RFPs) must be publicized.
 - b. The RFP must identify all evaluation factors and each factor's relevant importance;
 - c. proposals must be solicited from "an adequate number of qualified sources" (these terms are not defined);
 - d. Proposals received must be evaluated based on the criteria in the RFP;
 - e. Award of the contract is made to the responsible firm whose proposal is "most advantageous to the program, with price and other factors considered".
- 5. **Single Source** is a noncompetitive proposal and may only be approved when the following circumstances apply:
 - 1) The item is available from a single source;
 - 2) After solicitation and competition is attempted (through one of the methods described), it is determined that there is not enough competition available for a competitive procurement;
 - 3) A public emergency is declared that will not allow time for a competitive process;
 - 4) The grant document or the grantor expressly authorizes noncompetitive proposals in writing in response to the College requesting special consideration.

Note: (The Uniform Administrative Procedures uses the Simplified Acquisition Threshold, however the College's Policy takes precedence, as it is more stringent).

C. Contract Cost and Price Analysis

Contract cost and price analysis is required in every procurement in excess of the Simplifed Acquisition Threshold, currently at \$150,000, including contract modifications. Before receiving bids or proposals, the Department shall provide sufficient information about the requirements of the procurement in order that the Purchasing Agent can perform an independent price estimate. The as follows:

- a. perform a cost analysis (that is, verify the proposed cost data, the projections of the data, and the evaluation of the specific elements of costs and profits);
- negotiate profit as a separate element of the contract, considering the complexity of the
 work to be performed, the risk borne by the contractor, the contractor's investment,
 the amount of subcontracting, the quality of the contractor's past performance, and
 industry profit rates in the surrounding area for similar work; and
- c. submit the procurement documentation to the awarding agency for pre-award review and approval.

D. Minority- and women-owned Businesses

Departments should strive to include minority firms, women's business enterprises and labor surplus area firms in the small purchase process. During the competitive bidding process, Procurement must take steps to assure that minority firms, women's business enterprises, and labor surplus area firms are used when possible and are encouraged to participate. These steps include:

- a. Place qualified small and minority businesses and women's business enterprises on solicitation lists;
- b. Assure that small and minority businesses and women's business enterprises are solicited whenever they are potential sources;
- c. Divide total requirements into smaller tasks or quantities to permit maximum participation by small and minority businesses and women's business enterprises;
- d. Establish delivery schedules which encourage participation by small and minority businesses and women's business enterprises;
- e. Use the services and assistance of the Small Business Administration (http://www.sba.gov) and the Minority Business Development Agency of the Department of Commerce (http://www.nbda.gov); and
- f. Require prime contractors, if subcontracts are used, to take the same steps listed above.

D. Procurement of Recovered Materials

The College and it's contractors must comply with the Solid Waste Disposal Act, Section 6002, and the EPA 40 CFR part 247 which require:

- a. When the price of the item exceeds \$10,000, procuring only items that contain the highest percentage of recovered (recycled) materials practicable, while maintaining a satisfactory level of competition. Suppliers can be required to provide the contents of materials supplied.
- b. Online resources for sustainable purchasing can be viewed at http://www.epa.gov/epawaste/conserve/tools/cpg/index.htm.
- c. In developing plans, drawings, work statements, specifications, or other product descriptions, consider, as appropriate, a broad range of factors including: elimination of virgin material requirements; use of biobased products; use of recovered materials;

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reuse of product; life cycle cost; recyclability; use of environmentally preferable products; waste prevention (including toxicity reduction or elimination); and ultimate disposal."

- d. Procureing solid waste management services that maximize energy and resource recovery; and
- e. Establish an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

F. Pre-Procurement Review of Technical Specifications

Upon request of the Federal awarding agency, the College must make available:

- a. Technical specifications on proposed procurements to ensure that the item or service specified is the one being proposed for acquisition;
- b. All procurement documents and independent cost estimates;
- c. When the procurement is expected to exceed \$150,000 and is awarded without competition;
- d. When the procurement is expected to exceed \$150,000 and specfies a brand product;
- e. When, under a sealed bid procurement, the contract is awarded to other than the apparent low bidder.
- f. When a contract modification will change the scope of the contract or increase the contract amount by more than \$150,000.

The College is exempt form the pre-procurement review if the Federal awarding agency determines that the procurement systems comply with the standards of the Unform Administrative Guideliens and the College self-certifies its procurement system. The Federal awarding agency may, nevertheless, review the College procurement system.

G. Bonding requirements

To protect the College and the Federal Awarding agency, the following minimum bonding requirements have been established for construction or facility improvement contracts and subcontracts exceeding \$150,000:

- a. A bid guarantee of 5% of the bid price;
- b. A performance bond in the amount of 100% of the contract price;
- c. A payment bond in the amount of 100% of the contract price.

IV. AWARDING CONTRACTS

A. Debarred/Suspended Contractors and Vendors

Always check the Excluded Parties List System website (https://www.epls.gov/) before awarding a contract. You will lose your grant funding if you award a grant-funded contract to a person or company on that list.

B. Standard of Award

- a. Do not award time-and-material type contracts (where the College agrees to pay based on the time spent and materials used instead of based on a lump sum bid) unless no other contract is suitable, and then only if the contractor agrees to a maximum price;
- b. Do not award "cost plus percentage" contracts, where the bidder is paid a percentage of the contract price on top of the cost of the contract itself.

c.

V. CONTRACT PROVISIONS

A. The College is required to include special provisions in all contracts, including small purchases, the applicable provisions in Attachment C.

VI. BID PROTESTS

The College will follow established bid protest procedures. If a protest is received, the awarding agency must be notified.

VII. CONTRACT ADMINISTRATION AND RECORDS RETENTION

A. Contract administration

Regularly monitor contracts and purchases to ensure that each contractor/vendor is complying with their contract terms, conditions, and specifications, including all Federal requirements, and to ensure that performance goals are achieved.

B. RECORD RETENTION

Solicitation documents and records must be retained in accordance with the College's Records Retention Schedule, usually a five (5) year period. Link: http://dos.myflorida.com/library-archives/records-management/general-records-schedules.

VIII. DISPOSAL OF ASSETS

A. Property Management

At the end of the useful life of an asset or at the time of disposal, the department completes a Property Control Form and forwards to Property Management for processing. Property Management sends an email to the Grants Director, Judy Jackson, with the asset information and award number of equipment that is being surplused, traded, or which may have been lost/stolen.

Grants will either approve or disapprove the request for disposal and provides Property Management with appropriate instructions on the disposition. After approval by Grants and the Board of Trustees, if required (i.e. >= \$1,000), then Property Management will facilitate the proper disposal process and deletion from the Asset Records.

RFQ # Page 9 of 18



VALENCIA COLLEGE PROCUREMENT DEPARTMENT

ORLANDO, FL 32802-3028
TELEPHONE #407-582-____ FAX #407-582-____

REQUEST FOR FAX/EMAIL QUOTATION

| NUMBER OF PAGES (including cover): | DATE: | , 201_ |
|---|--|-------------------------|
| INSTRUCTIONS/GENE | RAL CONDITIONS | |
| QUOTATION # RETURN | I QUOTE BY: DUE DATE/TIME | |
| QUOTE TITLE: | | |
| Quotations for furnishing the goods and/or services specified are subject | ct to the conditions stated herein or attached | hereto. Quotations will |

- Quotations for furnishing the goods and/or services specified are subject to the conditions stated herein or attached hereto. Quotations will be received by the department stated above, until the specified due date and time. All QUOTATIONS MUST BE SIGNED AND DATED.
- 2. ALL PRICES MUST BE FIRM AND ARE TO BE QUOTED F.O.B. VALENCIA COLLEGE, ORLANDO, FL, INCLUSIVE OF ANY DELIVERY, FREIGHT, and HANDLING CHARGES, unless otherwise stated by the College. Bids other than F.O.B. VALENCIA COLLEGE may be rejected. Any invoiced shipping/freight/handling charges that are not quoted and itemized on the College Purchase Order are subject to rejection and non-payment.
- 3. Quotations shall be binding for 45 calendar days from due date, unless otherwise specified.
- 4. Do not include State Sales Tax or Federal Excise Tax as the College is Tax Exempt.
- 5. College payment terms are Net 30 days.
- 6. The College reserves the right to award this RFQ by individual items, related items, or by total, whichever it deems to be in its best interest, and the College also reserves the right to reject any and all quotations and to waive informalities.
- 7. Unless otherwise called for in the specifications, all products are to be new, current model, and of best quality as measured by acceptable standards of the trade, and any defects in any product may cause its rejection. WHEREVER MANUFACTURER'S TRADE OR BRAND NAMES APPEAR IN THE SPECIFICATIONS, IT IS TO BE ASSUMED THAT EQUAL PRODUCTS WILL BE CONSIDERED UNLESS OTHERWISE SPECIFIED BY THE COLLEGE. ANY BIDDER PROPOSING EQUAL PRODUCTS IS TO SUBMIT WITH QUOTATION COMPLETE INFORMATION, INCLUDING SPECIFICATION AND PICTURES DEPICTING PROPOSED EQUALS. QUOTATIONS NOT SPECIFYING BRAND NAME AND MODEL NUMBER SHALL BE CONSIDERED AS OFFERING THE EXACT PRODUCT SPECIFIED.
- 8. Where applicable, all products are to be covered by standard factory warranty unless otherwise specified by College.
- 9. Telephone inquiries are to be directed to the department stated above with above quotation number for reference.

VENDORS TO PROVIDE THE FOLLOWING INFORMATION: SHIPMENT WILL BE MADE FROM _______ WITHIN ______ DAYS AFTER RECEIPT OF ORDER. SHIPMENT IS TO BE FOB VALENCIA COLLEGE, ORLANDO, FL AND PRICES SHALL BE INCLUSIVE OF ANY DELIVERY/FREIGHT/HANDLING CHARGES. BIDDER: _______ ADDRESS: ________ (STREET OR P.O. BOX) B Y : _______ (SIGNATURE) (CITY, STATE, ZIP CODE) TITLE: ______ PHONE NUMBER: () _______ FEDERAL TAX I.D. # ______ FAX NUMBER: () _______

NOTE: By accepting a purchase order resulting from this Request for Quotation, non-resident firms certify they have paid all taxes duly assessed by the State of Florida and its political subdivisions, including franchise taxes, privilege taxes, sales taxes, and all other taxes for which they are liable, to the state and its political subdivisions.

The person signing the quotation must be: 1) a current corporate officer, partnership member or other individual specifically authorized to submit quotations as evidenced in appropriate records on file with the Secretary of State; or 2) an individual authorized to bind the vendor, as evidenced by an accompanying corporate resolution, certificate or affidavit. By signing this quotation, the bidder certifies compliance with the above.

Quotations submitted are subject to provisions of the laws of the State of Florida, Valencia Policy, the terms and condition and specifications listed in this solicitation.

| Request | for Quot | ation fo | Request for Quotation for providing | | (Use for products). | |
|--------------------------------|-------------------------------------|----------|-------------------------------------|--|---------------------|-------------------|
| VALENCIA | COLLEGE PR | ROCUREM | JENT DEPARTM | VALENCIA COLLEGE PROCUREMENT DEPARTMENT: Email response to: | | |
| Date: | | | | REQUEST FOR QUOTATION | | Ouotation Number: |
| Quotes C NAME: Position: | Quotes Obtained by: NAME: Position: | by: | | Valencia College is requesting quotations from qualified vendors to provide the following products/services: | ovide the following | |
| Item No. | Quantity | MOON | | Detailed Description of Equipment | *Unit Price | *Extended Amount |
| - | | | Brand Name: | . Part #: | 89 | ₩. |
| 7 | | | Brand Name: | Part #: | \$ | \$ |
| က | | | Brand Name: | . Part #: | \$ | 8 |
| 4 | | | Brand Name: | Part #: | \$ | € |
| 5 | | | Brand Name: | . Part #: | 8 | \$ |
| 9 | | | Brand Name: | : Part #: | \$ | \$ |
| | | | Prices to inc | Prices to include FOB Delivery. | Total: | \$ |

*If needed, use second page to list additional items.

TITLE:

| | | | | REQUEST FOR QUOTATION (Page 2) | ON (<u>Page 2</u>) | | : |
|---|-----------|---------|--------------|---|----------------------------|-------------------|--------------------|
| Date: Quotes O NAME: Position: | Date: | by: | | Valencia College is requesting quotations from qualified vendors to provide the following products/services: | d vendors to provide the f | ollowing | Quotation Number: |
| Item No. | Quantity | NOM | | Detailed Description of Equipment | | *Unit Price | *Extended Amount |
| 7 | | | Brand Name: | Part #: | | \$ | 8 |
| ω | | | Brand Name: | Part #: | | \$ | \$ |
| o o | | | Brand Name: | Part #: | | € | € |
| 10 | | | Brand Name: | Part#: | | \$ | \$ |
| 7 | | | Brand Name: | | | \$ | 8 |
| 12 | | | Brand Name: | . Part #: | | \$ | 8 |
| | | | Prices to in | Prices to include FOB Delivery. | | Total: | \$ |
| Note: \ | Vendor to | provide | the brand | Vendor to provide the brand name and part number as requested and if specifying an alternate product, please so indicate above. | pecifying an alternat | e product, please | so indicate above. |

alternate product, please so indicate above. n specnying an Note:

| TITLE: |
|------------------------------------|
| |
| SENTATIVE |
| RE OF AUTHORIZED REPRESENT. |
| SIGNATURE OF A |

DATE:

General Terms and Conditions for Request for Quotation

- **1. Contact:** Any questions concerning this Request for Quotation (RFQ) must be directed to the Procurement Department.
- All prospective Respondents are hereby instructed not to contact any member of the District Board of Trustees or Valencia staff member other than the Procurement office regarding this RFQ. Only written answers from the Procurement Department will be considered binding.
- **2. Inquiries:** All Respondents shall carefully examine the RFQ documents. Any ambiguities or inconsistencies shall be brought to the attention of the College Procurement Department in writing prior to the due date; failure to do so, on the part of the Respondent, will constitute an acceptance by the Respondent of any subsequent decision. Any questions concerning the intent, meaning or interpretations of the RFQ documents shall be directed to the procurement department.
- **3. Due Date/Time:** The Respondent may submit the RFQ in person, email or by mail/courier service. It is the sole responsibility of the Respondent to ensure that their RFQ reaches the Procurement office prior to the deadline.
- **4. Submittals:** All Quotation submittals must include the Respondent's name, RFQ number and opening date and time. All Quotation submittals shall be addressed to: Valencia College, Procurement Office, MC: DO-38, 1768 Park Center Drive, Orlando, FL 32835.
- **5. Late Submittals:** The College will not be responsible for late deliveries or delayed mail. The time clock located in the Procurement office shall serve as the official authority to determine lateness of any RFQ. Quotation submittals received after the specified date will not be considered or accepted.

- **6. Addendum:** Should any revisions, clarifications, or supplemental instructions be needed, The College will issue a written addendum and post it on the Valencia web-page. Respondent shall sign, date, and return the acknowledgement page of the latest/final addendum with their RFQ. It is the Respondent's responsibility to contact The College in the event that a previous addendum is not received.
- 7. RFQ Withdrawal: Respondents may withdraw their quotation submittals by notifying The College in writing at any time prior to the time set for the RFQ deadline. Respondents may withdraw their RFQ in person or through an authorized representative. Respondents must disclose their identity (company business card and driver's license) and provide a signed receipt for the RFQ. Once opened, quotation submittals become the property of The College and will not be returned to the Respondents.
- **8. RFQ Preparation Costs:** Neither The College nor its representative shall be liable for any expenses incurred in connection with the preparation of a RFQ. Respondents should prepare their Quotation submittals simply and economically, providing a straightforward and concise description of the Respondent's ability to meet the requirements of the RFQ.
- **9.** Accuracy of RFQ Information: Any Respondent which submits in its RFQ to The College any information which is determined to be substantially inaccurate, misleading, exaggerated, incomplete, false, or incorrect, shall be disqualified from consideration and may be disqualified from applying for other work for a period of up to three (3) years.
- 10. Public Entity Crimes: In accordance with Florida Statute 287.133, no award will be made to any person or affiliate identified on the Department of Management Services Convicted Vendor List. This list is defined as consisting of persons and affiliates who are disqualified from public contracting and the purchasing process because they have been found guilty of a public entity crime. By signing and submitting the RFQ Signature form, Respondent attests that they have not been placed on the Convicted Vendor List.

- 11. **Public** Records: Upon award recommendation or thirty (30) calendar days after the RFQ opening, whichever occurs first, quotation submittals become public records and shall be subject to public disclosure consistent with Chapter 119.07(3)(m) and 119.017(1)(b), Florida Statutes. Respondents must invoke the exemptions to disclosure provided by law in the response to the RFQ, and must identify the data or other materials to be protected, and must state the reasons why such exclusion from public disclosure is necessary. Quotation submittals may be reviewed during business hours in the Procurement office after contacting our office with a scheduled day and time.
- **12.** Acceptance/Rejection: The College reserves the right to reject all quotation submittals, to waive any informalities and technicalities, and to solicit and re-advertise for new quotation submittals, or to abandon the solicitation in its entirety. The College reserves the right to make the award to that Respondent who, in the opinion of The College, will be in the best interest of and/or the most The College advantageous to The College. reserves the right to reject the RFQ of any vendor who has previously failed in the proper performance or timely delivery of an awarded contract or purchase order, or who, in The College's opinion, is not in a position to perform properly under this award. The College reserves the right to inspect all facilities of Respondents in order to make a determination as to the foregoing.
- **13. Familiarity with Laws:** All Respondents are required to comply with all Federal, State, and Local laws, codes, rules and regulations controlling the action or operation of this RFQ. Relevant laws may include, but are not limited to:
 - a. The Americans with Disabilities Act of 1990
 - b. OSHA regulations
 - c. All Civil Rights legislation
 - d. Office of Education 6A-14
 - e. State Requirements for Educational Facilities (SREF)
 - f. Florida Stature 1013 (K-20 Education Code- Educational Facilities)
 - g. Florida Building Code
- **14. EEO Statement:** The College is committed to assuring equal opportunity in the award of contracts, and therefore, complies with all laws prohibiting discrimination on the basis of race, color, religion, disability, age, national origin or gender.

- **15. Conflict of Interest:** All Proposers must disclose with the Proposal the name of any officer, director, or agent who is also an employee of The College. All Proposers must disclose the name of any Valencia employee who owns, directly or indirectly, an interest of five percent (5%) or more in the Proposer's firm.
- **16. Affirmation:** By submission of a proposal, Proposer affirms that his/her proposal is made without prior understanding, agreement or connection with any corporation, firm, or person submitting a proposal for the same materials, supplies, equipment or services, and is all respects fair and without collusion or fraud. Proposer agrees to abide by all conditions of this RFQ and the resulting purchase order or contract.
- **17. Tabulations and Results:** It is the intent of the College to make available the results of the RFQ submittals within 30 days after the RFQ opening on the Valencia Procurement website.
- 18. Federal & State Tax: The College is exempt from Federal & State Sales tax for tangible property. Contractors doing business with The College shall not be exempted from paying sales tax to their suppliers for materials to fulfill contractual obligations with The College nor shall any Contractor be authorized to use The College's tax exemption number in procuring such materials.
- 19. Drug-Free Workplace: In the event that multiple RFQ responses directed to any state or political subdivision related to the procurement of commodities or contractual services are equal in respect to price, quality and service, as determined by The College, preference for award shall be to those businesses that have implemented a Drug-Free Workplace Program, in compliance with Florida Statute 287.087, without limitation. By signing the Signature Page identified herein, you are in compliance with this Statute.
- **20. Estimated Quantities**: The awarded Contractor understands and accepts that the quantities provided by The College herein, are estimated quantities that may or may not fluctuate according to the needs and funding of the College. The College shall not be obligated to purchase any minimum or maximum amount of goods and/or services under the terms of this Contract.

- **21.** Patents and Royalties: The awarded Contractor shall be solely responsible for securing the right to use any patented or copyrighted materials in the performance of the Contract resulting from this RFQ.
- 22. Minority, Women Owned, Disabled Vet & LDB: Minority, Women, Disabled Vet and Local Developing Businesses are encouraged to participate in all solicitations for responses conducted by The College. The College is required to report these expenditures with the State of Florida's Office of Supplier Diversity and the District Board of Trustees. Category definitions may be reviewed in Chapter 288.703 of the Florida Statutes. Awarded Contractors may be required to submit to The College quarterly spend on minority, women owned, disabled vet and LDB subcontractors.
- 23. Payment: Payment will be made after a purchase order is issued to the awarded Contractor and an itemized invoice is supplied. Payment may also be utilized by use of the College's Procurement Card. (Master Card) All invoices are to be mailed to: Valencia College, Accounts Payable Dept., PO Box 3028, Orlando, FL 32802-3028.
- **24.** Cancelation of Contract: If the awarded contract is terminated or cancelled within the first year of the contract period, The College may elect to negotiate & award the contract to the next lowest and responsive respondent or to issue a new RFQ, whichever is determined to be in the best interest of The College. In most cases, a 30 day written notice will terminate the contract.
- **25. Smoke Free Campus**: Smoking is prohibited on all property and facilities owned, leased or operated by The College, including all buildings, bridges, walkways, sidewalks, parking lots and garages. All employees, students, visitors, Contractors and others are expected to comply with this policy 6Hx28:10-05.
- **26.** Use of Contract by other Agencies: At the option of the Contractor, the use of the contract resulting from this solicitation may be extended to other governmental agencies, including the State of Florida, its agencies, other community colleges, counties and cities.

- **27. Sustainability**: The College is committed to reducing its carbon footprint while also planning for future growth and development. The College encourages the use of submittal materials to be of recycled content and readily recyclable. Printing on both sides of a single sheet of paper wherever applicable is also strongly suggested.
- **28. Insurance**: Only the awarded Contractor must comply with the insurance requirements, as applicable, and should submit a Certificate of Insurance at the time of the contract execution.
- **39. Florida Preference-Personal Property:** The "College" is required in solicitations to comply with providing a preference to Florida Businesses in accord with Florida Statute 287.084. A "Contractor" whose principal place of business is outside the state of Florida must accompany any written bid, RFQ, or reply documents with a written opinion of an attorney at law licensed to practice law in that foreign state, as to the preferences, if any or none, granted by the law of that state to its own business entities whose principal places of business are in that foreign state in the letting of any or all public contracts.
- **30. Florida Preference-Printing:** The "College" is required in solicitations to comply with providing a preference to Florida Businesses in accord with Florida Statute 283.35. The preference shall be 5% if the lowest bid is submitted by a vendor whose principal place of business is located outside the state and if the printing can be performed in Florida at a level of quality comparable to that obtainable from the vendor submitting the lowest bid located outside the state. As used in this section, the term "other political subdivision of this state" does not include counties or municipalities.

31. Independent Capacity of Contractor:

- (a) The parties herein agree that the "Contractor", its officers, agents and employees, shall act in the capacity of an independent contractor and not as an officer, employee or agent of the State or "College". The "Contractor" further agrees to take such steps as may be necessary to ensure that each "Subcontractor" or "Sub-subcontractor" shall be deemed to be an independent contractor and shall not be considered or permitted to be an agent, servant, joint venture or partner of the State of Florida or the "College".
- (b) "Contractor" agrees to indemnify and hold harmless, the "College" and the State of Florida, from and against any and all suits and judgments for damages resulting from personal injury, including death, or damage to real or tangible personal property, arising out of or in connection with the commodities and/or services performed under the "Contract".
- **32. Ability to Perform:** The "Respondent" warrants that there is no action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court, government agency, public board or body, pending or, to the best of "Respondent's" knowledge threatened which would in any way prohibit, restrain or enjoin the execution or delivery of the "Respondent's" obligation or diminish the "Respondent's" financial ability to perform the required "Work" under the terms and conditions of the "Contract".
- **33. ADA**: The "Contractor" awarded a "Contract" pursuant to this "RFQ", shall comply with all the provisions of the Americans with Disabilities Act (ADA) of 1990.

NOTE: If special accommodations are required in order to attend any event or meeting in conjunction with this "RFQ", please notify Procurement within three (3) working days prior to the scheduled event.

34. Federal Grant Requirements:

This special condition is applicable to "Contracts" issued as a result of an "RFQ", identified as such, by the "College", as financed in whole or in part by grants from the Federal Government.

- (a) Access to Records: The "College", the Federal Sponsoring Agency, the Comptroller General of the United States, or any of their duly authorized representatives, shall have access to any books, documents, papers and records of the "Contractor" which are pertinent to the "Work" resulting from this "RFQ" for the purpose of making audits, examinations, excerpts and transcriptions.
- (b) The Copeland "Anti-Kick Back" Act The "Contractor" shall comply with the Copeland "Anti-Kick Back" Act (18 U.S.C. 874) as supplemented in the Department of Labor regulations (29 CFR Part 3).
- (c) The Davis-Bacon Act (Construction Only) The successful "Contractor" shall comply with the Davis-Bacon Act (40 U.S.C. 276a-a7) and as supplemented by Department of Labor regulations (29 CFR Part 5).
- (d) <u>Contract Hours and Safety Standards Act</u> The "Contractor" shall comply with sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330) as supplemented by Department of Labor regulations (20 CFR Part 5).
- (e) <u>Clean Air Act and Federal Water Act</u> The "Contractor" shall guarantee that all products purchased as a result of this RFQ comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act of 1970 (42 U.S.C. 1857 et. seq.) and the Federal Water Pollution Act (33 U.S.C. 1251 et. seq.).



Procurement Department

SOLICITATION REQUEST FORM

| Date: | Date Required: | | Date Received in | Procurement: |
|---|--|--------------|------------------------------------|--------------------|
| | | | Procurement Use | |
| Using Department: | | | Assigned Purchas | ing Agent: |
| | | | Procurement Use | |
| Contact Name: | | Contact Tit | tle: | |
| | | | | |
| Contact Phone Number: | Contact Email Ac | ddress: | | |
| | | | | |
| | | | | |
| Brief Description of Goods/Services | s Requested: | | | |
| | | | | |
| Annual Contract: Yes No | Estimated Annual A Annual Contract): \$ | | stimated Amount (Purchase): \$ | One Time |
| One Time Purchase: Yes No | | | or an area, | |
| Budget Allocation Checked: | Scope/Specification | V | endor List Attache | d: Yes No |
| Yes No | Document Attached: Yes | No D | | a: les l'iol |
| Grant Funds: Yes No | Grant Documentation | n Attached: | Yes | No 🔲 |
| | | | | |
| Budget Manager Signature: | Title (Printed): | | Date: | |
| | | | | |
| Other Signature: | Title (Printed): | | Date: | |
| (Manager or above): | | | | |
| | | | | |
| If you need assistance with any part | rt of this form please cal | 17407) 582- | 5542 or 5543. P | logse forward this |
| above completed form with specific | | | | |
| processing. (MC: DO-38 or Valenci | iaProcurement@Valenci | aCollege.ed | lu) | |
| Note: When solicitation package is | created, it will be return | ied for your | final review and | signature below. |
| FINAL SOLICITATION | REVIEW AND SIGN-OF | F BY BUDG | ET MANAGER | |
| The Solicitation package (ITB/RFP/RF | FQ #) c | s prepared | by the Procurem | ent Department has |
| been reviewed and approved by indicated below: | | | | on the date |
| indicated below: | | (Nan | me of Using Depar | rtment Contact) |
| Authorized Signature | | | Date | |
| | | | | |



REQUEST FOR A SOLE SOURCE PROCUREMENT

VALENCIA

NOTE: This form is to be used for items that are available from only one source and there are no alternates. Forward to the Procurement Department sixty (60) days prior to actual need.

| B . C I I | | | |
|---|--|--|--|
| Date Submitted: | | | |
| Requesting Department: | | | |
| Requestor Name: | | | |
| Title: | | | |
| Phone Number: | | | |
| Email Address: | | | |
| Commodity/Service Requested: | | | |
| Describe Performance or Design: | | | |
| Estimated Price: | | | |
| Intended Source: (Vendor) | | | |
| Contact name: | | | |
| Vendor Address: | | | |
| Vendor Contact Phone number: | | | |
| Vendor Contract e-mail address: | | | |
| Attach vendor documentation certify question or holds the production, copy Check the following statement(s) that The vendor holds the exclusive The item to be purchased is the Source). Vendor documentation The vendor is the sole provider | rilimited to a Sole Source because the commodity or service is: rece and there are no alternates: Initials | | |
| What steps were taken to verify that these features are not available elsewhere? | | | |
| ☐ Other brands/manufacturers w | ere examined (please list names, phone numbers, and explain why they are ege. Attach additional pages as necessary): | | |
| | (please list names, phone numbers and explain why those contacted would ge. Attach additional pages as necessary): | | |

| □ State why this is the only source for the required commodity or service (attach additional pages as necessary): |
|---|
| |
| I certify that to the best of my knowledge, this request is a sole source and the information provided herein is accurate and truthful. |
| |
| Date Requester's Signature |
| kequesier's aignature |
| |
| Direct Superviser's Signature |
| Direct Supervisor's Signature |
| For Procurement Use Only |
| Date Received in Procurement: Procurement Tracking Number: |
| Procurement Staff Reviewer: |
| Varification white recovered in the archiverence. Var. |
| Verified that this request is the only source: Yes No |
| Posted on Procurement Web-site? Yes No Date Posted on Procurement Web-site? Comments: |
| |
| |
| |
| Procurement Staff Review Signature: |
| Date: Approved as a Sole Source□ Denied, Located Alternate Source □ |
| |
| Managing Director, Procurement Signature: |
| Date: |
| Note: Section 838.22 Florida Statutes, it is unlawful (second degree felony) for a public servant with corrupt intent to obtain a benefit for any person (company) or to cause unlawful harm to another, to circumvent a competitive bidding process required by law or rule by using a sole-source contract for commodities or services. |

Page 2 of 2

A. PURPOSE:

The purpose of this procedure is to provide consistent operational procedures to support the Sole Source acquisition process.

B. BACKGROUND

What is a Sole Source?

A "Sole Source" purchase means that only one supplier (source) based upon thorough research conducted by the requesting department, (i.e. conducting a market survey), is capable of delivering the required product or service. Similar types of goods and services may exist, but only one supplier, for reasons of expertise, and/or standardization, compatibility with existing equipment, or availability, is the only source that is acceptable to meet a specific need.

How to Perform a Market Survey

A "market survey" refers to the effort to determine whether other qualified sources capable of satisfying the College's requirements exist in the market place. Testing the marketplace may range from telephone to written contacts with various suppliers' experts regarding similar or matching goods and services. The extent of the market survey depends on what constitutes a reasonable effort under the circumstances to ensure that competition is not feasible. If only one source is identified as a result of the market research, this fact may be used to help justify a noncompetitive acquisition.

Competition

Valencia's procurement policy is to promote fair and open competition to the maximum extent possible. A Sole Source or brand name preference is a procurement method that directly limits competition. A decision to limit competition may also have the effect of limiting the College's ability to minimize costs, negotiate favorable terms and conditions and take alternate course of action during disputes.

Alternate Methods

As an alternate to the Sole Source request process, Departments are strongly encouraged to write specifications that request a "brand name or equal" product which allows bidders to propose equivalent goods or services. The Sole Source process should be the last method only after it has been determined that other competitive procurement methods will not fulfill the requirements of the College.

Emergency:

The exception to a sole source is where a procurement is necessary for the immediate preservation of the public health, welfare, or safety or the protection of College property and programs.

C. APPLICATION OF SOLE SOURCE PROCESS:

A Sole Source procurement is permissible only after a determination has been made that only one source exists for the required product or service. The sole source process begins with the department performing extensive research to confirm that there is only one source of supply.

Based on the research findings, the department completes a Sole Source Request form, herein referred to as SSR. The department provides a detailed explanation as to why the sole source is necessary and provide the details of the market survey. The department must also obtain a sole source letter from the Manufacturer stating that the firm is the only distributor for that product.

The department should plan in advance for a sole source procurement, to provide Procurement ample time for performing and documenting market exploration and a public posting of the Sole Source per State Statutes.

The "Sole Source Request" form is available in Atlas under Valencia Forms. The SSR form must be supplemented with a justification letter from the vendor and other documentation to validate that the goods or services are available form one source.

A sole source request must clearly demonstrate the following:

- 1. That there is only one source or only one supplier that can provide the goods or services in accordance with the requirements of the College;
- 2. The existence of limited rights in data patent rights, copyrights or secret processes makes the supplies or services available from only one source. However, the mere existence of such rights or circumstances does not in and of itself justify a sole source procurement.
- 3. Addition of new work that was not within the scope of or incidental to, the original contract scope of work, either as part of the base contract or as an option may be subject to a sole source requirement.

The written justification shall include the following details:

- 1. The unique performance factors required;
- 2. Why these factors are required;
- A market survey/research of other sources/brands that have been considered and rejected;
- An explanation for the rejection of the other sources/brands surveyed;
- 5. The market survey must include specific reason(s) for rejection, a price quote or estimate of the rejected sources/brands.

Sole source shall not be justified on the basis of:

- 1. Time limits which result in a lack of advance planning by the required activity;
- 2. Concerns related to the funding available (i.e. funds will expire) or timeline of activity for the acquisition of goods or services;

- A previous acquisition in which the price to the College was substantially below fair market price and the results of such a procurement created the sole source to be required on future contracts.
- A requirement for a proprietary (or sole brand) item does not necessarily justify sole source
 procurement, as more than one potential bidder or supplier may exist who can supply that
 item.

D. PROCESING SOLE SOURCE FORM:

The SSR form and supporting documents are signed by the requester and Budget Manager and forwarded to the Procurement Department. The Procurement Department will perform additional research and due diligence to seek other suppliers of the product or service or to validate that there is only one source.

The Purchasing Agent will post the description of the commodities or services required on the Procurement website (Vendorlink System) for a minimum of seven (7) calendar days to allow prospective suppliers to provide information regarding their ability to supply the commodities or contractual services.

In the event that a prospective supplier provides information, it shall be reviewed by procurement. If it is determined in writing by Procurement, after reviewing the prospective supplier's information, that it is still available from one source, Procurement will provide the notice to award a single source.

If multiple suppliers of the product contact Procurement, depending on the estimated price, the product may be quoted or a formal bid opportunity posted.

At the end of the seven day public posting period, Sole Source requests are reviewed and approved by the Director of Procurement or Assistant Director of Procurement

The Purchasing Agent will provide the Department a copy of the approved Sole Source Request. The Department will enter a requisition into Banner.

E. SOLE BRAND:

A sole brand procurement is considered only upon the following instances:

- 1. The sole brand product is unique and essential to meeting the Colleges requirements and would preclude consideration of a product manufactured by another company (A Detailed justification letter must be provided from the department director).
- 2. The sole brand product is required to match other similar products already in place and the use of an alternate product would cause the College to incur substantial additional costs.
- 3. The College may consider a standardization of sole brand, if in the best interests of the College and after extensive research, testing and approval by the VP of Operations.

REFERENCES:

Valencia College Policies:

Policy 6Hx28:2:05 Minority and Women's Business Enterprise Program

Policy 6Hx28:5-07 Contracts

Florida Statutes:

FS 838.22 Bid Tampering

Contractor, Consultant and Speaker Agreements

Finance Module FPAREQN Form FPIREQN Form

This section will cover where to locate a Contractor Agreement, how to determine if the Contractor is an independent contractor or should be an employee, and an INB Requisition for a Contractor. Remember, prior to creating a requisition, you must check to see if your vendor is in the system and that funding is available in the appropriate account.

| 1. Contractor and Speaker Agreements are located within Atlas or on the Valencia Procurement Website. | |
|---|---|
| 2. Contractor versus Employee | Refer to Independent Contractor Check List as a guide to determine if the scope of work under these identifying factors meet the criteria as a contractor or employee: 1. Control factor, 2. Financial factor, 3. Relationship factor |
| 3. Occupational License | Anyone doing business must have an occupational license. |
| 4. Insurance Certificate | Contractor doing business with the College are required to provide a certificate of insurance with the College as additional insured. |
| 5. Risk Management | Insurance coverages are identified in the Contractors Agreement. Questions relating to coverages shall be referred to Risk Management Office. |

Contractor vs. Employee

Again, this is only a guide. There is not a hard and fast formula for determining the relationship and there may be overlapping factors or grey areas that need to be evaluated on a case-by-case-basis.

Valencia College Employee or Independent Contractor Checklist

CONFIDENTIAL **Identifying Factors** YES NO Control factors: Valencia College provides training to worker Worker works on-site Worker works off-site* Valencia College supervises worker's job Worker has regular work hours Worker has irregular work hours* Valencia College sets work hours Financial factors: Worker is salaried Valencia College sets hourly rate Valencia College provides tools/equipment to worker Worker invests in tools/equipment for use in job* Worker receives benefits from Valencia College Worker has ability to have profit or loss from job* Worker pays own expenses* Relationship factors: Worker and Valencia College have contract for services or products* Worker can hire others to complete a task* Worker and Valencia College have long-term work relationship Work relationship relates only to contract work* Worker performs similar projects for other companies* Worker works only for Valencia College

INDEPENDENT CONTRACTOR'S AGREEMENT

as

the

to

"Agreement"

"Contract")

| Vendor, Artist, Speaker, or Consultant, hereafter collectively and individually referred to as the "Contractor") |
|--|
| and the District Board of Trustees of Valencia College, Florida (hereafter referred to as the "College" or "Valencia"), (individually, the "Party" and collectively, the "Parties"). |
| WHEREAS, the College requests the services (the "Scope of Work," "Services," "Performance" or "Work", hereafter individually and collectively referred to as the "Service(s)") of the Contractor; the Contractor agrees to provide such Services; and as such, the Parties agree as follows: |
| 1 Performance of Services(s). In consideration of the mutual promises contained herein, the Parties hereby agree that Contractor will timely and competently perform the Services as outlined below. |
| Date Service to Commence: Date Service will be completed: |
| |
| Detailed Description of Services to be Performed: (ATTACH COPY OF PROPOSAL/QUOTATION)_ |
| |
| |
| Location: |
| List Name of Person(s) Providing Service: |
| |

2. Scope of Services/Work / Deliverables:

(hereafter

This

agreement

referred

Contractor shall ensure the Services are performed consistent with the standards of care and degree of knowledge, skill, judgment and diligence normally exercised and recognized by professionals with respect to services of the same or similar nature, all applicable laws and regulations, the Scope of Services, exhibits/attachments, documents and the applicable policies and procedures of Valencia, which are located on Valencia's website (http://valenciacollege.edu/generalcounsel/policy/) together with all other laws and regulations generally applicable to Valencia's operations, including but not limited to those regarding conditions of work, access to and use of Valencia's facilities, Valencia's Smoke Free Campuses, and Policy Against Improper Activities; Whistleblower Protection.

3 Term and Termination.

The term of this Contract begins on the date of last signature below (the "Effective Date") and continues through the completion of the services or work as described above unless otherwise extended through written agreement of the Parties.

- a. Either Party may terminate this Agreement with or without cause by providing no less than thirty (30) days written notice of termination to the other Party.
- b. Unless otherwise stated in this Agreement to the contrary, if Contractor terminates this Agreement prior to the Service date(s), Contractor shall immediately reimburse to Valencia any

- funds paid by or on behalf of Valencia to Contractor in advance of/prior to the Service, including but not limited to deposits, and lodging costs and applicable hotel taxes incurred up to the date of cancellation.
- c. If Valencia terminates this Agreement less than thirty (30) days prior to the Service date, Contractor and Valencia shall attempt to reschedule the Services, but in no event shall Valencia be obligated to pay the full amounts due under this Agreement.

4. Independent Contractor Status.

College and Contractor acknowledge and agree that Contractor is and shall be an independent contractor; that neither Contractor nor any of its employees, representatives, agents is, or shall be deemed to be, an employee, partner or joint venture of College; and that neither Contractor nor any of its employees, representatives or agents shall be entitled to any employee benefits under any employee benefit plan, including medical, insurance and other similar plans, of College. Contractor further acknowledges that College will not withhold any amounts for federal, state or local taxes from amounts payable by the College, unless explicitly required by the Internal Revenue Service, to Contractor hereunder and it shall be the exclusive responsibility of Contractor to pay all amounts due for applicable federal, state and local taxes on such amounts. Attachment A shall be completed by Contractor and shall be incorporated into and made part of this Agreement. By signing this Agreement, Contractor warrants and verifies that its responses on Attachment A are true and accurate.

5. Contractor's Performance of the Services.

- a. Work for Hire. All data, material, documentation, and work product and information assembled and/or prepared by Contractor or its sub-Contractors for Valencia pursuant to this Agreement (collectively the "Work Product") are instruments of service for use by Valencia solely, and shall belong exclusively to Valencia. Unless otherwise specifically provided this provision does not apply to artistic performances, speeches and/or presentations.
- b. <u>Intellectual Property</u>. Contractor is responsible for obtaining the written consent of the owner of copyrighted material (if Contractor is not the owner) included in the Service(s), if any; and is responsible for the costs and fees of such consents. Contractor warrants that the contents of the Services do not violate the copyright, trade secret, trademark or other intellectual or proprietary rights of any third party or any applicable law, including export control law, obscenity laws or laws regarding consumer privacy. Contractor shall indemnify and defend Valencia against and hold it harmless from any loss and/or expense of defense of the foregoing warranties except for material for which Valencia is responsible for receiving permission. The warranties and indemnifications contained in this paragraph and the aforementioned paragraphs will survive termination of the Agreement.
- c. Participant/Photo Release. Contractor consents to and authorizes Valencia, its agents, assignees, heirs, successors and licensees, perpetually and exclusively to use and reproduce the Contractor's photograph, silhouette or likeness, at no cost to Valencia, for display on Valencia's website, and/or to circulate and use the Contractor's photograph, silhouette or likeness for any and all purposes in any Valencia produced, sponsored and/or contracted media now known or herein devised, including but not limited to publication and advertising of every description, including print media, video, television, and the Internet. Furthermore, Contractor agrees that no advertisement or other material need be submitted to the Contractor for any further approval and Valencia shall be without liability to the Contractor for any distortion or illusionary effect

resulting from the publication of the Contractor's photograph or likeness by Valencia's agents, assignees, heirs, successors and licensees, and by third parties out of the control of Valencia.

d. Insurance.

The contractor shall obtain and maintain liability insurance for the full duration of the term of this contract and provide the College with a certificate of insurance. Insurance requirements are as follows:

- 1. Must maintain workers compensation insurance as required by state statute.
- 2. General Liability Insurance is required in the amount of \$1,000,000.
- 3. Auto Liability Insurance is required in the amount of \$1,000,000; any variations to insurance coverage must be approved in advance by the Risk Management Office.
- 4. Must name the Valencia District Board of Trustees as additional insured. Typical additional insured statement can be as follows: "The District Board of Trustees of Valencia College, Florida included as additional insured with respects to General and Auto Liability".
- 5. Certificate Holder will be as follows:

District Board of Trustees Valencia College 1768 Park Center Drive Orlando, FL 32835 Attn: Safety, Security and Risk Management

When certificate expires, Contractor shall provide a new updated certificate to the college, if still in the contract period.

e. Serving of Food.

If the Contractor is serving food at any college/campus location, an Orange County Department of Health Temporary Event Permit should be completed at least 3 days prior the event and a copy of the permit should be part of this Agreement.

6. **General Terms and Conditions.**

- a. Legal Authority. Contractor warrants that it possesses the legal authority to enter into this Contract and that it has taken all actions required by its procedures, bylaws, and/or applicable law to exercise that authority, execute this Contract and bind itself to its terms.
- b. Non-Assignment. Contractor shall not assign or subcontract any of its obligations under this Contract without the advance written consent of Valencia. Any unauthorized assignment shall be void. Valencia shall have the right, but not the obligation to terminate this Contract, without waiver of any other right or remedy, upon notice of Contractor's assignment in violation of this section.
- c. Entire Agreement. This Contract constitutes the entire agreement between the Parties, and supersedes any previous contracts, understandings, or agreements of the Parties, whether verbal or written, concerning the subject matter of this Contract. No amendment to this Contract shall be valid unless it is made in a writing signed by the authorized representatives of the Parties. All exhibits referenced in this Contract must be attached and initialed by the signatories.
- d. Waiver and Severability. The waiver by either Party of a breach or violation of any provision of

this Contract shall not operate as or be construed to be a waiver of any subsequent breach of the same or other provision hereof. In the event that any provision of this Contract is held unenforceable for any reason, the remaining provisions of this Contract shall remain in full force and effect.

e. <u>Governing Law, Jurisdiction and Venue.</u> This Contract shall be interpreted and enforced under the laws of the state of Florida. *This specifically includes Florida's laws regarding Public Records.* Any action arising under this Contract shall be filed and tried, if at all, in the courts of Orange County, Florida.

7. Contractor's Indemnification.

The Contractor shall indemnify and hold harmless the College, its trustees, employees and officers from liability, damages, losses and costs including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the Contractor and other persons or utilized by the Contractor in the performance of the Contract. This includes, but is not limited to, damages, liability, losses and costs arising from Contractor's responses to the attached Appendix A. This provision shall survive the expiration or termination of the Contract.

8. Notices.

All notices required to be given under this Contract shall be deemed given when delivered by certified mail, return receipt, or on the next business day following delivery by facsimile transmission if a facsimile telephone number is shown below, to the designated representatives of the Parties. A Party may change its designated representative or address at any time by written notice in the same manner as for any other notice. The initial representatives of the Parties are as follows:

| Valencia contact: | Contractor's contact: |
|---------------------|-----------------------|
| Name: | Name: |
| Org/Dept: | Attn: |
| Valencia College | Address: |
| Telephone: 407.582. | City, State, Zip: |
| Fax: 407.582. | Email: |
| Email: | Telephone: |

9. Payment Terms.

| Contractor agrees to perform the services at the fee stated below. Contractor understands that this is a lump sum contract and is inclusive of all expenses, costs associated with the Services, including equipment, materials and travel expenses. Attach copy of quotation. |
|--|
| TOTAL AMOUNT PAID TO CONTRACTOR \$ |
| Amount Written: |
| |

The parties agree that the Contractor shall be compensated as a lump sum payment after services have been satisfactorily rendered.

Preferred payment from the College is via E-commerce and provides for immediate payment after the services are completed. Valencia College's payment term for payment by check is Net 30 days.

| COI | LE. | GE |
|-----|-----|----|
|-----|-----|----|

| REVIEWED FOR SUBSTANCE BY COLLEGE CONTACT: | |
|---|---|
| Department | |
| Signature | |
| Printed Name/Office Phone Number | |
| Date | |
| APPROVED BY COLLEGE BUDGET MANAGER: | |
| Signature of Budget Manager | |
| Printed Name | |
| Title | |
| Date | |
| FOR VALENCIA COLLEGE APPROVED BY: | |
| Loren Bender, Vice President, Operations & Finance | |
| Date | |
| CONTRACTOR: | |
| By signing below, Contractor (or its representative) affir and does not have any other conflict of interest that wo under Florida law or Valencia's Policy 6Hx28:1-10, Policy | uld prevent him/her from doing business with Valencia |
| Signature | |
| Printed Name | |
| Title | |

Date

Attachment A Internal Revenue Service Contractor or Employee Test

Mistakenly classifying an employee as an independent contractor can result in significant fines and penalties. There are 3 classifications used by the IRS to help determine the correct classification as a "Contractor" or "Employee". The IRS provides a checklist of identifying factors as a test to help make this determination. The identifying factors are intended as a guide – the IRS states that the importance of each factor depends on the individual circumstances. The definitions below are intended to help you understand the identifying factors used in the below IRS Test.

Sign your name in the "Signature of Contractor" space below the checklist when completed

1. Behavioral control

Facts that show whether the business has a right to direct and control how the worker does the task for which the worker is hired include the type and degree of:

- a. *Instructions the business gives the worker*. An employee is generally subject to the business' instructions about when, where, and how to work. All of the following are examples of types of instructions about how to do work:
 - a. When and where to do the work
 - b. What tools or equipment to use
 - c. What workers to hire or to assist with the work
 - d. Where to purchase supplies and services
 - e. What work must be performed by a specified individual
 - f. What order or sequence to follow
- b. The amount of instruction needed varies among different jobs. Even if no instructions are given, sufficient behavioral control may exist if Valencia College has the right to control how the work results are achieved. A business may lack the knowledge to instruct some highly specialized professionals; in other cases, the task may require little or no instruction. The key consideration is whether the business has retained the right to control the details of a worker's performance or instead has given up that right.
- c. *Training the business gives the worker*. An employee may be trained to perform services in a particular manner. Independent contractors ordinarily use their own methods.

2. Financial control

Facts that show whether the business has a right to control the business aspects of the worker's job include:

- a. The extent to which the worker has unreimbursed business expenses. Independent contractors are more likely to have unreimbursed expenses than are employees. Fixed ongoing costs that are incurred regardless of whether work is currently being performed are especially important. However, employees may also incur unreimbursed expenses in connection with the services they perform for their business.
- b. The extent of the worker's investment. An employee usually has no investment in the work other than his or her own time. An independent contractor often has a significant investment in the facilities he or she uses in performing services for someone else. However, a significant investment is not necessary for independent contractor status.
- c. The extent to which the worker makes services available to the relevant market. An independent contractor is generally free to seek out business opportunities. Independent contractors often advertise, maintain a visible business location, and are available to work in the relevant market.
- d. How the business pays the worker. An employee is generally guaranteed a regular wage amount for an hourly, weekly, or other period of time. This usually indicates that a worker is an employee, even when the wage or salary is supplemented by a commission. An independent contractor is usually paid by a flat fee for the job. However, it is common in some professions, such as law, to pay independent contractors hourly.

e. The extent to which the worker can realize a profit or loss. Since Valencia College usually provides employees a workplace, tools, materials, equipment, and supplies needed for the work, and generally pays the costs of doing business, employees do not have an opportunity to make a profit or loss. An independent contractor can make a profit or loss.

3. Type of relationship

Facts that show the parties' type of relationship include:

- a. Written contracts describing the relationship the parties intended to create. This is probably the least important of the criteria, since what really matters is the nature of the underlying work relationship, not what the parties choose to call it. However, in close cases, the written contract can make a difference.
- b. Whether the business provides the worker with employee-type benefits, such as insurance, a pension plan, vacation pay, or sick pay. The power to grant benefits carries with it the power to take them away, which is a power generally exercised by Valencia College over employees. A true independent contractor will finance his or her own benefits out of the overall profits of the enterprise.
- c. The permanency of the relationship. If Valencia College engages a worker with the expectation that the relationship will continue indefinitely, rather than for a specific project or period, this is generally considered evidence that the intent was to create a Valencia College-employee relationship.
- d. The extent to which services performed by the worker are a key aspect of the regular business of the Valencia College. If a worker provides services that are a key aspect of Valencia College's regular business activity, it is more likely that Valencia College will have the right to direct and control his or her activities. For example, if a law firm hires an attorney, it is likely that it will present the attorney's work as its own and would have the right to control or direct that work. This would indicate a Valencia College-employee relationship.

Valencia College Employee or Independent Contractor Checklist

CONFIDENTIAL

| Identifying Factors | YES | NO |
|---|-----|----|
| Control factors: | | |
| Valencia College provides training to worker Worker works on-site Worker works off-site* Valencia College supervises worker's job Worker has regular work hours Worker has irregular work hours* Valencia College sets work hours | | |
| Financial factors: | | |
| Worker is salaried Valencia College sets hourly rate Valencia College provides tools/equipment to worker Worker invests in tools/equipment for use in job* Worker receives benefits from Valencia College Worker has ability to have profit or loss from job* Worker pays own expenses* | | |
| Relationship factors: | | |
| Worker and Valencia College have contract for services or products* Worker can hire others to complete a task* Worker and Valencia College have long-term work relationship Work relationship relates only to contract work* Worker performs similar projects for other companies* Worker works only for Valencia College | | |
| Printed Name of Contractor | | |
| Signature of Contractor Date | | |

Carefully review the identifying factors in this test. If you select "Yes" for a majority of the identifying factors marked with an asterisk (*) you may be classified as an independent contractor, otherwise, you may be classified as an employee. Only an Independent Contractor may enter into an Independent Contractor Agreement with Valencia College.

SPEAKER AGREEMENT

This agreement (hereafter referred to as the "Agreement or "Contract") dated

| is between (the Spea | ker |
|--|------|
| or Professional, hereafter collectively and individually referred to as the "Speaker") and a District Board of Trustees of Valencia College, Florida (hereafter referred to as the "College" | |
| "Valencia"), (individually, the "Party" and collectively, the "Parties"). | |
| WHEREAS, the College has requested that the Speaker present, speak, lecture or otherwaddress the College's student, faculty, and/or staff (the "Services,") and the Speaker lagreed; | |
| WHEREAS, the Parties agree as follows: | |
| Performance of Service(s). In consideration of the mutual promises contained here the Parties hereby agree that Speaker will timely and competently perform the Services as follows: | ∍in, |
| Date: Time: Location: | |
| Description of Services: | |
| | |
| | |

Speaker shall ensure the Services are performed in compliance with all applicable laws and regulations, as well as the applicable policies and procedures of Valencia, which are located on Valencia's website (http://valenciacollege.edu/generalcounsel/policy/) including but not limited to those regarding conditions of work, access to and use of Valencia's facilities; Valencia's Smoke Free Campuses; Policy Against Improper Activities; Whistleblower Protection; and Discrimination, Harassment, and Related Misconduct.

2 Term and Termination. The term of this contract shall commence upon the date of last signature below and shall terminate at the time that the Services have been completed, unless extended by written agreement of the Parties. Either Party may terminate this Agreement with or without cause by providing no less than thirty (30) days written notice of termination to the other Party. If Speaker terminates this Agreement prior to performing the Services, he or she shall immediately reimburse to the College any funds paid to Speaker in advance of/prior to the Services, including but not limited to any deposits, and lodging costs and applicable hotel taxes.

- **3. Payment for Services.** Any payment to the Speaker shall be limited to either: (a) a flat fee honorarium payment, or (b) lump sum fee for services to include all expenses incurred by the Speaker, including travel and other expenses related to the provision of the Services or (C) other monetary or in-kind compensation as agreed upon in advance by Valencia. The method of payment and total amount to be paid to Speaker shall be reflected in Exhibit A, which is attached hereto and incorporated herein by reference.
- 4. Independent Contractor Status. College and Speaker acknowledge and agree that Speaker is and shall be an independent contractor, and that College will not withhold any amounts in respect to federal, state or local taxes from amounts payable by College to Speaker hereunder and it shall be the exclusive responsibility of Speaker to pay all amounts due in respect of applicable federal, state and local taxes on such amounts.
- 5. Intellectual Property. Speaker grants the College a non-exclusive license to use, copy and distribute Speaker's outlines, PowerPoint and other presentations, and other hard copy or electronic materials identified or created by Speaker in connection with the Services, and for no other purpose. Speaker shall retain ownership of such materials. Speaker is responsible for obtaining the written consent of the owner of copyrighted material (if Speaker is not the owner) included in the Service(s), if any; and is responsible for the costs and fees of such consents. Speaker warrants that the contents of the Services do not violate the copyright, trade secret, trademark or other intellectual or proprietary rights of any third party or any applicable law, including export control law, obscenity laws or laws regarding consumer privacy, and agrees to indemnify and defend the College against and hold it harmless from any loss and/or expense of defense of the foregoing warranties except for material for which Valencia is responsible for receiving permission.

Any data, material, documentation, and work product and information assembled and/or prepared by Speaker for Valencia pursuant to this Agreement (collectively the "Work Product") are instruments of service for use by Valencia solely, and shall belong exclusively to Valencia. Unless otherwise specifically provided, this provision does not apply to artistic performances, speeches and/or presentations. The warranties and indemnifications contained in this paragraph and the aforementioned paragraphs will survive termination of the Agreement.

- 6. **Participant/Photo Release.** Speaker consents to and authorizes Valencia, its agents, assignees, heirs, successors and licensees, perpetually and exclusively to use and reproduce the Speaker's photograph, including any video, silhouette or likeness, at no cost to Valencia, for display on Valencia's website, and/or to circulate and use the Speaker's photograph, video image, silhouette or likeness in connection with the Conference and any advertising, marketing, or media related thereto.
- **7. Non-Assignment.** Speaker shall perform the Services him or herself and shall not assign or subcontract any of his/her obligations under this Contract without the advance written consent of Valencia. Any unauthorized assignment shall be void.

- **8.** Amendment, Exhibits and Entire Agreement. No amendment to this Agreement shall be valid unless made in a writing signed by the authorized representatives of the Parties. All exhibits referenced in this Agreement are hereby incorporated by reference as if fully set forth herein and made a part of this Agreement for all purposes. This Agreement constitutes the entire agreement between the Parties, and supersedes any previous contracts, understandings, or agreements of the Parties, whether verbal or written, concerning the subject matter of this Agreement.
- **9. Governing Law, Jurisdiction and Venue.** This Contract shall be interpreted and enforced under the laws of the state of Florida. Any action arising under this Contract shall be filed and tried, if at all, in the courts of Orange County, Florida.

| COLLEGE BUDGET MANAGER | COLLEGE | | | |
|-------------------------------------|---|--|--|--|
| Name: | Loren Bender, VP Business Operations and Finance | | | |
| Date: | Date: | | | |
| SPEAKER: | | | | |
| or officer of Valencia and does not | presentative) represents that he/she is not an employee thave any other conflict of interest that would prevent Valencia under Florida law or Valencia's Policy 6Hx28:1-es; Whistleblower Protection. | | | |
| Ву: | Printed Name: | | | |
| Title | Data | | | |

EXHIBIT A PAYMENT/ EXPENSE REIMBURSEMENT

The following terms and conditions shall be made a part of Section 3, Payment for Services. No payment shall be made for services or deliverables except as specified in this Agreement unless further agreed to and approved in writing by Valencia.

| Check one: |
|--|
| ☐ CHOICE 1: FLAT FEE HONORARIUM |
| Valencia shall pay to Speaker a flat fee honorarium in the amount of \$ An Honorarium is a payment for made for services for which fees are not generally required. Speaker may use this amount in any way he or she deems suitable. Valencia is not liable or responsible for any additional payment, reimbursements, or other charges related to Professional's presence at Valencia other than those specifically described in this Agreement. |
| ☐ CHOICE 2: PAYMENT FOR SERVICES |
| Valencia shall pay to Speaker a lump sum fee in the amount of \$ for all costs associated with provision of the Services. This amount shall represent full and complete payment to the Speaker for the Services, including any travel and expenses related to the Services. Valencia is not liable or responsible for any additional payment, reimbursements, or other charges related to Professional's presence at Valencia other than those specifically described in this Agreement. |
| ANY OTHER MONETARY OR IN-KIND COMPENSATION AGREED TO BY THE COLLEGE: |
| \$ or |

When do I use the Consultant Agreement?

A consultant agreement is used when the college requires an experienced professional or business to provide expert knowledge in an advisory capacity for a particular project or business decision.

Consulting services consist of those services that require a custom or tailored scope of services and fee schedule. Typically, those services may take several days, months or longer to complete.

Examples of consulting services include, but are not limited to:

Grant Related Services

Marketing Analysis or Gap Analysis

Banking Services

Medical/Physician Services

Fact Finding, Research or Survey Services

Human Services

Management Services

Curriculum or Program Design Services

Accounting and Auditing Services

Engineering and Architectural Professional Services

Real Estate Services

Facility Management Services

Design Services

Where do I obtain the Consultant Agreement?

The Consultant Agreement is updated from time to time to maintain compliance with changing policy and regulations. A copy of the most current consultant agreement can be obtained by contacting the Procurement Department. Procurement is more than happy to assist you in developing and completing the consultant agreement.

Please remember that all agreements must be reviewed by the **General Counsel's Office** and signed by the **VP of Business Operations and Finance.**



Consultant Contract For Services

| Dated: | |
|--------|--|
|--------|--|

This agreement (hereinafter referred to as the "Agreement") is made between The District Board of Trustees of Valencia College, Florida, a political subdivision of the state of Florida (hereinafter referred to as "Valencia" or "College") and, **XXX Consulting Group** (hereinafter referred to as "**XXX**" or "Consultant"), (hereinafter collectively referred to as the "Parties").

WHEREAS, Valencia and Consultant seek to engage in an Agreement whereby Consultant provides ______ (hereinafter referred to as the "Services" or "Goods") for the College, and;

WHEREAS, Valencia and Consultant have caused to be made a part hereto, the following documents, which shall take precedence in the order listed:

- The Agreement
- Attachment A: Scope of Work and Attachment B: Fee Schedule

THEREFORE, the Parties hereto intending to be bound hereby agree as follows:

1. SCOPE OF WORK

The scope of work is set forth in Attachment A. Consultant warrants that it has, and agrees to provide the College with the services and products as outlined and agreed upon in the scope of work in Attachment A. Firm warrants that it has, and agrees to perform all services with, the professional skills, expertise, and abilities necessary to effectuate the work contemplated by this Agreement, and will perform its obligations under this Agreement in a manner consistent with the standard of care in the industry. Should Valencia wish to engage Consultant to provide any services not listed herein, a detailed, written addendum to this Agreement shall be executed describing the additional services and any additional protections or applicable conditions.

2. CONTRACT TERM

This Agreement shall be effective upon execution by the Parties. The initial term will be for XXX (X) months/year. Upon mutual written agreement, the College and the Consultant may renew this Agreement in whole or in part, for XXX (X) month/years, if deemed in the best interest of the College.

3. PRICING

- a) Valencia shall pay Consultant a fixed fee of _______ (\$_______) to include all overhead and labor costs to complete the scope of services. Payment schedule and rates for services are set forth on Attachment B.
- b) Valencia will review invoices for acceptance within ten (10) calendar days of the date of the invoice to which Valencia shall immediately notify Consultant of any invoice discrepancies. Consultant and Valencia will work in good faith to resolve any such discrepancies within ten (10) days after notification. Should a discrepancy result in a partial rejection of any item(s) invoiced, Valencia shall proceed with partial payment within Net 30 days of the date of the invoice.

4. TERMINATION

The Consultant will serve at the will and pleasure of the College. Either party may cancel the Contract with thirty (30) days advanced written notice. However, at the College's sole option, a termination for convenience by the College may be effective immediately and may apply to specific tasks or work (if applicable) or to the Agreement in whole. The College shall be liable only for work actually completed.

In the event of termination by either party, Consultant will have, in no event, any claim against the College for lost profits or compensation for lost opportunities. After a receipt of a Termination Notice and except as otherwise directed by the College, the Consultant shall comply with the directives of the College regarding stoppage of work, the termination and settlement of work in progress or work that has been stopped, and the transfer of work in progress, terminated work, and other materials.

5. FORCE MAJEURE

In any event that the performance of any covenant(s) of this Agreement shall be prevented by an act of God, physical disability, act or regulations of public authorities or labor union labor difficulties, strike, civil tumult, terrorism, war, epidemic, or any other reasons proven beyond their control, the Consultant and Valencia shall respectively be relieved of their obligations stated in this Agreement. With the exception, however, that any funds paid by or on behalf of Valencia to Consultant in advance of the Services shall be immediately repaid in full by Consultant to Valencia.

6. INDEPENDENT CONTRACTOR

College and Consultant acknowledge and agree that Consultant is and shall be an independent contractor; that neither Contractor nor any of its employees, representatives or agents is, or shall be deemed to be, an employee, partner or joint venture of College; and that neither Consultant nor any of its employees, representatives or agents shall be entitled to any employee benefits under any employee benefit plan, including medical, insurance and other similar plans, of College. Consultant further acknowledges that College will not withhold any amounts in respect to federal, state or local taxes from amounts payable by

College to Consultant hereunder and it shall be the exclusive responsibility of Consultant to pay all amounts due in respect of applicable federal, state and local taxes on such amounts.

7. OWNERSHIP OF WORK PRODUCT

The College will be considered the owner of all work products produced under and resulting from the Agreement. This includes, but is not limited to, all original artwork, web and other design, content, or other intellectual property that may be created as a result of this agreement. In addition, any and all materials, documentation, reports, spreadsheets, presentations, recommendations, research results, survey results, statistics, summaries, and any other similar work product or information created pursuant to this Agreement shall be the property of Valencia, shall belong exclusively to Valencia, and are instruments of service for use only by Valencia. Neither these materials, nor the Information from which the materials may have been compiled, shall be disclosed or provided to third parties without Valencia's express written consent even after work with Valencia has concluded.

8. INSURANCE

Consultant shall obtain, maintain, and pay for insurance in the categories listed in the insurance schedule, unless otherwise agreed by the parties in writing. The insurance coverage in each category shall meet or exceed the minimum limits set forth in the insurance schedule provided below. The College shall be included as additional named insured on each policy. The insurance shall cover the Consultant's entire operations under this Agreement and shall be effective throughout the effective period of this Agreement. It is not the intent of this schedule to limit the types of insurance otherwise required by this Agreement or that the Consultant may desire to obtain.

(Confirm Insurance Levels with Risk's Insurance Matrix)

Insurance Schedule

[X] General Liability, including Bodily \$500,000 each person
Injury and property damage \$1,000,000 per occurrence
Umbrella Policy \$1,000,000 minimum limit

[X] Professional Liability, if applicable \$1,000,000

[X] Workers Compensation Statutory Limits

[X Products Liability \$5,000,000

[X] Auto Liability \$1,000,000 per occurrence

Prior to the commencement of any work in connection with this Agreement, Consultant shall provide a certificate of insurance, naming the District Board of Trustees of Valencia College, Florida, as additional insured, to the College's procurement office for all policies identified above. In the event of any change in insurance coverage, including but not limited to cancellation of any policy,

Consultant shall notify College immediately and in no case more than 3 business days after becoming aware of such change.

The College shall be exempt from, and in no way be liable for, any sums of money, which may represent a deductible in any insurance policy. The payment of such deductible shall be the sole responsibility of the Consultant that obtained the insurance.

9. CERTIFICATION OF NONDISCLOSURE

The Consultant agrees to keep any and all internal operational Information relating to Valencia College confidential and agrees not to disclose it to any third party without Valencia's express, written consent prior to disclosure. In addition the Consultant shall use the utmost discretion in obtaining, recording, and storing the Information while working as a consultant. **The Consultant Certification of Nondisclosure is set forth in Attachment C.** The Consultant shall review, sign return this form to Valencia College Procurement Department.

10. INDEMNIFICATION

Consultant shall indemnify, defend and hold harmless Valencia and its directors, trustees, officers, agents, and employees from all loss, cost and expense arising out of any liability or claim of liability for injury or damages to persons or property sustained or claimed to have been sustained by anyone to the extent caused by the negligent act or omission of Consultant or any of its officers, agents, employees, subcontractors, guests, vendors, or third-party contractors for services under this agreement. This shall include, but not be limited to, damages arising out of the transfer or maintenance of data.

11. DATA SECURITY AND PROTECTION

If any sensitive, confidential information is transmitted electronically to Consultant as part of the fulfillment of this Agreement, Consultant agrees that any transfer of data between College and Consultant or within Consultant's computing environment will take place using encrypted protocols such as SSL and secure FTP. Unsecured email will not be used for the transfer of data. Consultant certifies that the original data and all data backups of the Institution's information will be stored and maintained in an encrypted format using at least a 128 bit key when not in use. Consultant will not store the Institution's data on publicly accessible servers, websites or other areas where the information can be accessed by non-authorized users or automated search engines. Consultants will also not file Credit Card numbers. Each transaction will require a purchase order number or the cardholder's credit card number provided by the cardholder only.

In addition to those measures described above, Consultant will use all reasonable practices and security procedures necessary to protect all electronic data that is transmitted between those parties under this Agreement by (but not limited to) electronic transmission or the physical delivery of electronically recorded data. Such protective measures shall include, but not be limited to, use of up-to-date anti-virus software to guard against viruses, worms, Trojan horses or other malware that may permit unauthorized access to data or may compromise the confidentiality, integrity or authorized accessibility of data or

associated information systems of the other party. Neither College nor Consultant shall knowingly introduce into electronic data transmitted between them under this Agreement any virus, worm, Trojan horse or other malware that may permit unauthorized access to data or may compromise the confidentiality, integrity or authorized accessibility of data or associated information systems of the other party.

Consultant will notify Institution immediately upon discovery (but in no case more than 24 hours from discovery) if there is or has been any unauthorized access to Institution's data or if the possibility of unauthorized access to Institution's data has been discovered, even if such conditions have been corrected and remedied by Consultant.

12. ATTORNEYS FEES AND COSTS

In connection with any dispute arising out of this Agreement, the prevailing party shall be entitled to recover all costs (including all costs, expenses, and reasonable attorney, expert witness and paralegal fees) incurred in connection with such suit or action, and for any and all appeals referable thereto.

13. DEFAULT

Notwithstanding anything to the contrary within the Agreement, a Party will be considered in default of its obligations under this Agreement if such Party should fail to observe, to comply with, or to perform any term, condition or covenant contained in this Agreement. And upon default by Consultant, payment to Consultant may be withheld pending an equitable adjustment between Consultant and Valencia.

14. NOTICES

All notices required to be given under this Agreement shall be deemed given when delivered by certified mail, return receipt, or on the next business day following delivery by facsimile transmission if a facsimile telephone number is shown below, to the designated representatives of the Parties. A Party may change its designated representative or address at any time by written notice in the same manner as for any other notice. The initial representatives of the Parties are as follows:

| For Valencia Co | llege | For Consultant | |
|---------------------------------|-----------------------------|-------------------|--|
| Signature | | Signature | |
| Title Address: | | Title Address: | |
| Orlando, FL 328 407-582-XXXX | | D '' | |
| • | 311 @valenciacollege.edu | Email: | |

15. LEGAL AUTHORITY

Consultant warrants that it possesses the legal authority to enter into this Agreement and that it has taken all actions required by its procedures, bylaws, and/or applicable law to exercise that authority, execute this Agreement and bind itself to its terms.

16. NON-ASSIGNMENT

Consultant shall not assign or subcontract any of its obligations under this Agreement without the advance written consent of Valencia. Any unauthorized assignment shall be void. Valencia shall have the right, but not the obligation to terminate this Agreement, without waiver of any other right or remedy, upon notice of Consultant's assignment in violation of this section.

17. BINDING EFFECT

This Agreement is binding upon the heirs, personal representatives, successors, and permitted assigns of both Parties.

18. AMENDMENT

No amendment to this Agreement shall be valid unless it is made in a writing signed by the authorized representatives of the Parties.

19. WAIVER

The waiver by either party of a breach or violation of any provision of this Agreement shall not operate as or be construed to be a waiver of any subsequent breach of the same or other provision hereof.

20. SEVERABILITY

In the event any provision of this Agreement shall be held invalid or unenforceable by a court of competent jurisdiction, or by an administrative hearing officer in accordance with Chapter 120, Florida Statutes, such holding shall not invalidate or render unenforceable any other provision hereof.

21. GOVERNING LAW, JURISDICTION AND VENUE

This Agreement shall be interpreted an enforced under the laws of the state of Florida. Any action arising under this Agreement shall be filed and tried, if at all, in the courts of Orange County, Florida.

22. LAWS, ORDINANCES, RULES, REGULATIONS, PERMITS, AND LICENSES

The Consultant shall observe and obey all the laws, ordinances, rules, regulations, and policies of the College and the federal and state governments which may be applicable to the Consultant's operation at Valencia, and shall, at the sole cost of the Consultant, obtain and maintain all permits and licenses necessary to comply with such requirements and standards.

23. REPORTS

The Consultant shall submit to the College any reports as outlined in the scope of work, Attachment A.

24. PUBLIC ENTITY USE

With the consent and agreement of the Consultant, purchases may be made under this Agreement by other colleges, state universities, district school boards and other educational institutions.

25. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the Parties, and supersedes any previous contracts, understanding, or agreements of the Parties, whether verbal or written, concerning the subject matter of this Agreement.

SIGNATURES

IN WITNESS WHEREOF, the undersigned have caused this Agreement to be duly executed.

| The District Board of Trustees of | Consultant | | | |
|-----------------------------------|------------|--|--|--|
| VALENCIA COLLEGE, Florida | | | | |
| Name: <u>Loren Bender</u> | Name: | | | |
| Signature: | Signature: | | | |
| Title: | Title: | | | |
| VP, Business Operations & Finance | | | | |
| Date: | Date: | | | |

ATTACHMENT A SCOPE OF WORK

ATTACHMENT B SCHEDULE OF FEES

ATTACHMENT C CONSULTANT CERTIFICATION OF NONDISCLOSURE

| By: | | | Date: | | | |
|--|---|---|--|--|--|--|
| I agree to indemnify and hold Valencia had or damage whatsoever resulting from my herein. | | | • | - | | - |
| I understand that if the Information includes any by the Family Educational Rights and Privacy Ac disclosure of those records may apply, and I will | ct (FERPA), | , addit | ional restric | ctions | on the use | |
| To the extent that any reports or final presentate provision of the Services, any such materials, docrecommendations, research results, survey results work product or information shall be the providencia, and are instruments of service for use of Information from which the materials may have third parties without Valencia's express written concluded. | cumentation lts, statistic perty of Vale only by Vale been compi | n, repo es, sun alencia encia. iled, sl | rts, spreads nmaries, an a, shall be Neither the nall be disc | heets d any long se ma | , presentati y other sin exclusively aterials, not or provide | ons, nilar y to r the ed to |
| Upon conclusion of my consulting engagement, leaves in the control of the confirmation | ntion in a m | nanner | that maint | | | |
| | but not limi s of senior policies and form (the " ondition tha hout Valend obtaining, r agree not t carry out the | Service falenciated to staff d decise finformat I kee cia's e recording to disce | es"). a, I may be , finances; of members sions related nation"). I ep the Infor xpress, wri ing, and sto lose the Infor s of my con | privy enroll and i d to V unde rmati tten c ring t forma | to informal ment, fund in some caratand that on confider consent priciple Information to any agengagem | as ation ling, ases, d its this ntial or to ation yone nent. |
| Trustees of Valencia College, Florida ("Valencia to a | | | | | rvices purs | |
| I, | , have been | n reta | ined by the | e Dis | strict Board | d of |

Tab

6



SUPPLIER BUSINESS PROFILE

The information below is required to enter any business or consultant to our supplier database.

| (Please type or print clearly) | | | | |
|---|--|--------------------------------------|-------------------|-------------|
| ♦ IDENTIFICATION (as reported to the IRS) | | | | |
| Company Name | | | | |
| | | | 1 | T |
| ◆ Purchasing Address | | City | State | ZIP |
| | | | | |
| Alternate Durchasing Address | | City | Ctata | ZIP |
| ◆ Alternate Purchasing Address | | City | State | ZIP |
| | | | | |
| ◆ Remit to Address | | City | State | ZIP |
| | | | | |
| A Dhono # (where BO is sont) | . For # (advance BO in cont) | + Email Address (where BO is sent | Λ. | |
| ◆ Phone # (where PO is sent) | ◆ Fax # (where PO is sent) | ◆ Email Address (where PO is sent |) | |
| | | | | |
| ◆Phone # (Billing Inquiries) | ◆Fax # (Billing Inquiries) | ◆Email Address (Billing Inquiries) | | |
| | | | | |
| | | | | |
| ◆ Contact Person/Title | | ◆Contact Person: E-mail Address | & Phone Numb | er |
| | | | | |
| ▲ Company is: ☐ Small Rusinoss | □ Non-Profit □ Government □ City | y State □ Sole Proprietor □ Corporat | ion 🏻 Dartnorch | in |
| | HINOH-FIGHT LI GOVERNMENT LI CITY | , State 🗀 Sole Frophietor 🗀 Corporat | ion — Faitheish | ıμ |
| ◆ Type of Service or Commodity | | | | |
| | | | | |
| ◆ Federal Employer Identification No | (9-digit) (FEIN) OR | ◆ Social Security Number (SSN)* | | |
| | | | | |
| | urity number information in order to file the | | iternal Revenue S | Service, as |
| - | evenue Code, Section 6109; Title 26 US | Jode. | | |
| ♦ OWNERSHIP | | | | |
| Is the Company at least 51% owned, controlled, and actively managed by | | | | |
| ☐ Minority Person(s) ☐ Woman/Women ☐ Local Developing Business ☐ Disabled Veteran | | | | |
| Is the Company currently certified as a MWBE with the State of Florida? Yes No If yes, a copy of your certification is required | | | | |
| ♦ If minority owned, check applicable box | | | | |
| ☐ African American ☐ Hispanic American ☐ Asian American ☐ Native American | | | | |
| Valencia employee requesting vendor business profile: (required if purchase pending) | | | | |
| Name: | | Ext | | |
| | Name: Ext Does your company accept credit cards? Yes No If yes, Master Card or Visa or Both | | | |
| Does your company accept credit cal | Tus? 🗀 res 🗀 No ITyes, Master Ca | aiu oi visa of both | | |
| Signature of Person completing Profile: | | | | |

Updated 7/2016

Substitute Form W-9 Taxpayer Identification Number Request

Please complete the following information. We are required by law to obtain this information from you when making a reportable payment to you, and because the payment is reportable on an information return to the IRS, you are required by law to provide your correct Social Security Number or Employer Identification Number to us. If you do not provide us with this information, your payments may be subject to 28% federal income tax backup withholding. Also, if you do not provide us with this information, you may be subject to a \$50 penalty imposed by the Internal Revenue Service under

Federal law on backup withholding preempts any state or local law remedies, such as any right to a mechanic's lien. If you do not furnish a valid TIN, or if you are subject to backup withholding, the payer is required to withhold 28% of its payment to you. Backup withholding is not a failure to pay you. It is an advance tax payment. You should report all backup withholding as a credit for taxes paid on your federal income tax return.

Instructions: 1. Complete Part 1 by completing the one row of boxes that corresponds to your tax status.

- 2. Complete Part 2 if you are exempt from Form 1099 reporting.
- 3. Complete Part 3 by filling in all lines.
- 4. Return this completed form to Valencia College, Procurement Department.

Use this form only if you are a U.S. person (including U.S. resident alien).

If you are a foreign person, use the appropriate Form W-8. If you were a nonresident alien and have now become a resident alien, read the note below and attach a statement, if necessary.

Note to U.S. Resident Aliens who formerly were Nonresident Aliens:

If there is a tax treaty between the U.S. and your country and it contains a "saving clause" to exempt certain types of income from U.S. tax even after you have become a Resident Alien, and you want to claim that exemption, fill out all of this form AND attach a page showing:

- 1. The treaty country
- 2. The treaty article about the income
- 3. The article number for the "saving clause"
- 4. The type and amount of income that qualifies for the saving clause

| Individuals: (Fill out this row.) | Individual Name: (First name, middle initial, last name) | | Individual's Social Security Number |
|---|---|---|--|
| | A sole proprietorship may have a "doing business as" trade | e name, but the legal name is the name of the busi | ness owner. |
| Sole Proprietor (or an LLC with | Business Owner's Name: (REQUIRED) | Business Owner's Social Security Number | Business or Trade Name (OPTIONAL) |
| one owner): (Fill out this row.) | (First name) (Middle Initial) | Or Employer ID Number | |
| | (Last name) | | |
| | | · | |
| Partnership (or an LLC with multiple owners): (Fill out this row.) | Name of Partnership: | Partnership's Employer Identification Number | Partnership's Name on IRS records (see IRS mailing label) |
| | | | |
| | A corporation may use an abbreviated name or its initials, | but its legal name is the name on the articles of inc | corporation. |
| Corporation, or Tax-Exempt Entity: (Fill out this row.) | Name of Corporation or Entity: | Employer Identification Number | |
| | | | |
| Part 2 - | Exemption: If exempt from reporting, cl | heck your qualifying exemption reasor | n below: |
| | Corporation Tax Exempt Ent | ity under The United States or | ☐ A State, the District of ☐ A foreign government or any |
| _ | Note that there is no corporate exemption for medical and healthcare payments or payments for legal services. 501(a) (includes 501(c)(3), or IRA | | Columbia, a possession of the United States, or any of their political subdivisions or agencies of its political subdivisions or agencies of its political subdivisions or an international organization in which the United States participates under a treaty of Act of Congress |
| | exemption for medical and healthcare payments or payments 501(c)(3), or IRA | A or instrumentalities | of the United States, or any of their political in which the United States subdivisions or agencies participates under a treaty o |
| Part 3 - | exemption for medical and healthcare payments or payments for legal services. Certification: I am a U.S. person (in thing this form: | or instrumentalities | of the United States, or any of their political subdivisions or agencies subdivisions or agencies an international organization in which the United States participates under a treaty of Act of Congress |
| Part 3 - | exemption for medical and healthcare payments or payments for legal services. Certification: I am a U.S. person (in thing this form: | or instrumentalities cluding a resident alien). Title: _ | of the United States, or any of their political subdivisions or agencies any of their political subdivisions or agencies an international organization in which the United States participates under a treaty of Act of Congress |
| Person comple | exemption for medical and healthcare payments or payments for legal services. Certification: I am a U.S. person (in thing this form: | cluding a resident alien). Title: _ Date: | of the United States, or any of their political subdivisions or agencies subdivisions or agencies an international organization in which the United States participates under a treaty of Act of Congress |



Consumer's Certificate of Exemption

DR-14 R. 04/11

Issued Pursuant to Chapter 212, Florida Statutes

SCHOOL-COLLEGE-UNIV 05/31/2015 05/31/2020 85-8012739699C-1 Effective Date

Certificate Number

Expiration Date

Exemption Category

This certifies that

VALENCIA COLLEGE 1768 PARK CENTER DR ORLANDO FL 32835-6200

is exempt from the payment of Florida sales and use tax on real property rented, transient rental property rented, tangible personal property purchased or rented, or services purchased.



Important Information for Exempt Organizations

DR-14 R. 04/11

- You must provide all vendors and suppliers with an exemption certificate before making tax-exempt purchases. 1. See Rule 12A-1.038, Florida Administrative Code (F.A.C.).
- Your Consumer's Certificate of Exemption is to be used solely by your organization for your organization's 2. customary nonprofit activities.
- Purchases made by an individual on behalf of the organization are taxable, even if the individual will be 3. reimbursed by the organization.
- This exemption applies only to purchases your organization makes. The sale or lease to others of tangible 4. personal property, sleeping accommodations, or other real property is taxable. Your organization must register, and collect and remit sales and use tax on such taxable transactions. Note: Churches are exempt from this requirement except when they are the lessor of real property (Rule 12A-1.070, F.A.C.).
- It is a criminal offense to fraudulently present this certificate to evade the payment of sales tax. Under no 5. circumstances should this certificate be used for the personal benefit of any individual. Violators will be liable for payment of the sales tax plus a penalty of 200% of the tax, and may be subject to conviction of a third-degree felony. Any violation will require the revocation of this certificate.
- If you have questions regarding your exemption certificate, please contact the Exemption Unit of Account 6. Management at 800-352-3671. From the available options, select "Registration of Taxes," then "Registration Information," and finally "Exemption Certificates and Nonprofit Entities." The mailing address is PO Box 6480, Tallahassee, FL 32314-6480.



VALENCIA VENDOR PERFORMANCE REPORT

| Dui | e: | | | | | | | |
|------------------------------------|---|-------|-----------|---|---|-------------------|---|--|
| Dep | artment: | | | | | | | |
| Cor | tact Name: | | | | | | | |
| Title | : | | | | | | | |
| Pho | ne Number: | | | | () | | | |
| Em | ail Address: | | | | | | | |
| Cor | tract Number: | | | | | | | |
| Dat | e Goods/Services Received: | | | | | | | |
| Ver | dor Name: | | | | | | | |
| Ver | dor VID: | | | | | | | |
| Ver | dor Contact Name: | | | | | | | |
| Ver | dor Email Address: | | | | | | | |
| | ndor Address: | | | | | | | |
| | idor Fax Number: | | | | () | | | |
| VCI | Idol I dx 140111bc1. | | | | 1 1 | | | |
| Ver | dor Performance (check all t | hat c | pply) |): | | | | |
| | | | | | | | | |
| | | | | | | | | |
| | Quality: | | | D | elivery Issues: | | Service Issues: | |
| 1. | Quality: Exceptional Performance | | 8. | Delive | ery/performance ade on date | 15. | Failed to replace damaged goods or correct service issues | |
| 1. | • | | 8. 9. | Delive not m promi | ery/performance ade on date | 15. | Failed to replace damaged goods or | |
| | Exceptional Performance | | | Delive not m promi | ery/performance ade on date ised thorized delivery of s or services | | Failed to replace damaged goods or correct service issues Services not performed | |
| 2. | Exceptional Performance Inferior or defective merchandise Merchandise/service poor | | 9. | Delive not m promi Unaut good | ery/performance ade on date ised thorized delivery of s or services ds delivered aged | 16. | Failed to replace damaged goods or correct service issues Services not performed to specifications | |
| 2. 3. | Exceptional Performance Inferior or defective merchandise Merchandise/service poor quality | | 9. | Delive not m promi Unaut good Good damo | ery/performance ade on date ised thorized delivery of s or services ds delivered aged rect quantity ered ery made to wrong | 16. 17. | Failed to replace damaged goods or correct service issues Services not performed to specifications Installation unsatisfactory | |
| 3. 4. | Exceptional Performance Inferior or defective merchandise Merchandise/service poor quality Warranty problem Unauthorized substitute | | 9. 10. | Delive not m promi Unaut good Good damo Incorr delive destir | ery/performance ade on date ised thorized delivery of s or services ds delivered aged rect quantity ered ery made to wrong | 16. 17. 18. | Failed to replace damaged goods or correct service issues Services not performed to specifications Installation unsatisfactory Invoice incorrect | |

| Provide a brief explanation of exceptional or unacceptable vendor performance: |
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| Department Signature: |
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| This Section Below Used By Procurement Only |
| D |
| Purchasing Agent: |
| |
| Date Vendor Notified: |
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| |
| Vendor Response: (Explain in detail and attached additional sheets if necessary): |
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| Date vendor response sent to Department: |
| Date vendor response sent to Department: |
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| Other action taken by Procurement: |
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| Reviewed By: |
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| <u> </u> |
| Managing Director, Procurement Date |

09-16-2014 Page 2 of 2



Temporary Event Permit

| Please complete the following and return to the Health Department at least 3 days before your event. |
|--|
| Name of organization: |
| Address of organization: |
| Phone:()E-mail: |
| Events with Potentially Hazardous Foods are subject to \$50.00 Inspection Fee |
| Name of site for Temporary event: Valencia College |
| Location of event: |
| Dates of event: From:to |
| Please provide the following information and a menu to expedite the permit. |
| Types of food served: |
| Where is the food that will be served being prepared? |
| The food will be kept hot by what method? |
| The food will be kept cold by what method? |
| The closest restroom to the site of the event is? |
| The closest hand wash sink to the site of the event is? |
| Please send this completed form back to the Health Department by one of the methods below so that your temporary event permit can be processed. <i>A COPY OF YOUR DBPR OR DACS Permit MUST BE SUBMITTED WITH THIS FORM</i> . Fax to (407) 445-7494 Attn: Lea Williams (Note: A copy of this completed form and DBPR/DACS Permit must be posted at the temporary event site). |
| Sincerely, |
| Lea Williams (407) 383-2881 Environmental Specialist II-Food Coordinator |

Tab 7

7. Looking up Suppliers

Any vendor/supplier that conducts business with the College or will receive a check from the College must complete and sign a Supplier Business Form and W-9 form (IRS requirement). These forms can be downloaded from the Valencia Procurement web-site:

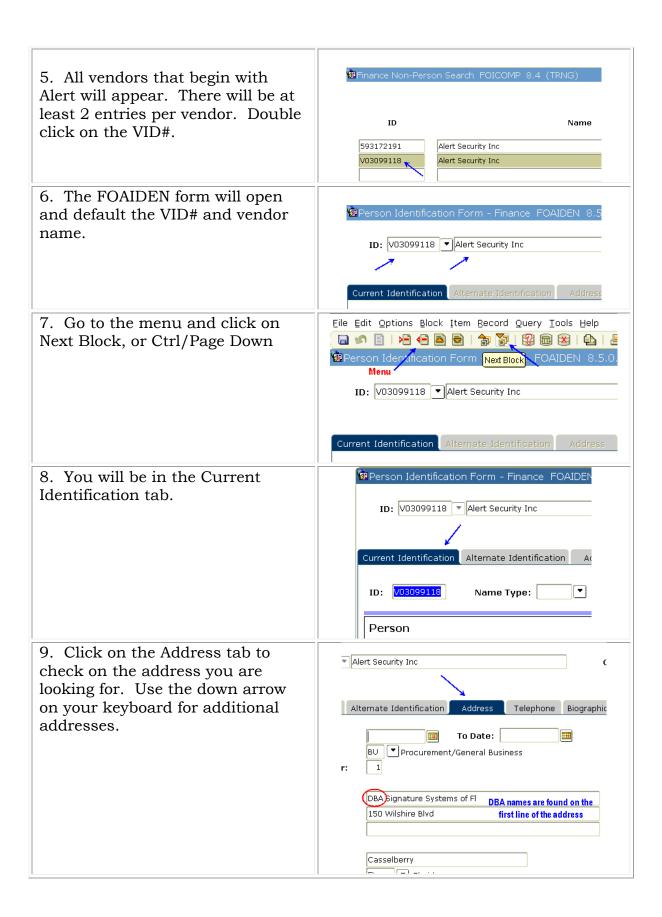
http://valenciacollege.edu/procurement/vendor.cfm

Copies of these forms can also be found in Tab 6. These forms are **not** required for Pcard purchases.

Finance Person/Non-Person Search using FOAIDEN

Note: It is suggested that you keep a list of your frequently used supplier and their VID number for easy access.

| 1. Type FOAIDEN in the Go To field Hit Enter | Go ToFOAIDEN Welcome, I My Banner Banner Student [*STUDENT] Finance System Menu [*FINANCE] |
|---|--|
| 2. If you know the VID number, you can enter it in the ID: field. | ® Person Identification Form - Finance FO. ID: ▼ |
| 3. If you do not know the VID number, click on the down arrow. The Option List will pop up. Click on Non-Person Search for a vendor (FOICOMP). If searching for a Person, use Person Search (FOIIDEN) | ID: Option List ************************************ |
| 4. The FOICOMP form window will open. Type in the first few letters of the vendor's name followed by the % sign. This field is case sensitive. Hit F8 to query. | Case sensitive. % is wildcard Name Alert% |



Types of Addresses

| BU | Purchasing Address where Purchase Order is sent |
|----|--|
| BI | Billing Address where check is sent |
| HR | HR/Payroll – should never be used on a requisition or purchase order |
| MA | Mailing for Students / Financial Aid |

A student may be a vendor, but Procurement will need a Supplier Business Profile and W-9 form completed to update their information in Banner. Only one VID# is assigned to a person or vendor. Different Address Types will determine the payment.

Updated vendor addresses can be made by submitting a request to the <u>ValenciaProcurement@valenciacollege.edu</u> e-mail address. Be sure to include the V# and current information.

DBA's (Doing Business As)

Because Banner does not have a field where we can enter a DBA name, we enter the DBA name on the first line of the address. You cannot query by the DBA name. Therefore, we have created an Excel spreadsheet that is downloaded periodically with all Banner suppliers. To find this spreadsheet, log into Atlas, go to the Finance or Budgeting tab and under Finance User Resources will be a file named: *Banner Vendors as of Date*.

Employees

Active employees cannot be paid as a consultant. If an employee is being paid with a stipend or for additional tasks outside their regular job, they still must be paid through payroll. Please contact the Payroll office for further instructions.

W-9 Forms

W-9 forms are an IRS requirement. The name on the W-9 form is the name that is reported to the IRS and is how the vendor is set up in Banner.

Any questions on Suppliers should be directed to our office at x5532 or <u>Valenciaprocurement@valenciacollege.edu</u>

Multiple VID's for the same vendor

The database is far from perfect. It is shared with the Student side, Continuing Education and Finance side. Many times there are multiple choices for a vendor. An example would be the City of Winter Park. From the list below, you

will see there are 8 different VID's. There is only one that has a 9 digit number. That happens to be a FEIN number and Procurement is the only one that requires that number. Therefore, you would double click on the highlighted number below. The V# is: V03100550. The address types for this vendor are BU and BI addresses. This is the one you would use for any requisition or check request.

| V02562789 | 1 | City of W Park |
|-----------|---|-----------------------------------|
| V02562791 | 2 | City of W Park |
| V02562794 | 3 | City of W Park |
| 596000452 | | City of Winter Garden |
| V02562784 | | City of Winter Garden |
| V03125117 | | City of Winter Garden |
| V02965737 | | City of Winter Garden-Fire Rescue |
| 596000454 | | City of Winter Park |
| V02562786 | 4 | City of Winter Park |
| V02562788 | 5 | City of Winter Park |
| V02562793 | 6 | City of Winter Park |
| V03100550 | 7 | City of Winter Park |
| V02562786 | 8 | City of Winter Park - CN |

Supplier Worksheet

Using the form FOAIDEN, look up supplier V03099894.

- 1. What is the name of the company?
- 2. What is their FAX number?

Using the form FOAIDEN, look up the supplier Amitesh Inc.

- 1. What is their V#?
- 2. What is the DBA for this company?
- 3. What is their phone number?

Using the form FOAIDEN, look up the supplier Central Florida Fire Protection.

- 1. What is their V#?
- 2. What is their BU1 address?

Using the form FOAIDEN, look up Leigh A. McNair.

- 1. What is her V#?
- 2. What is her business name?
- 3. What city is her business?

Using the form FOAIDEN, look up your own name.

What is your V#?

Tab

8

8. Creating an INB Requisition

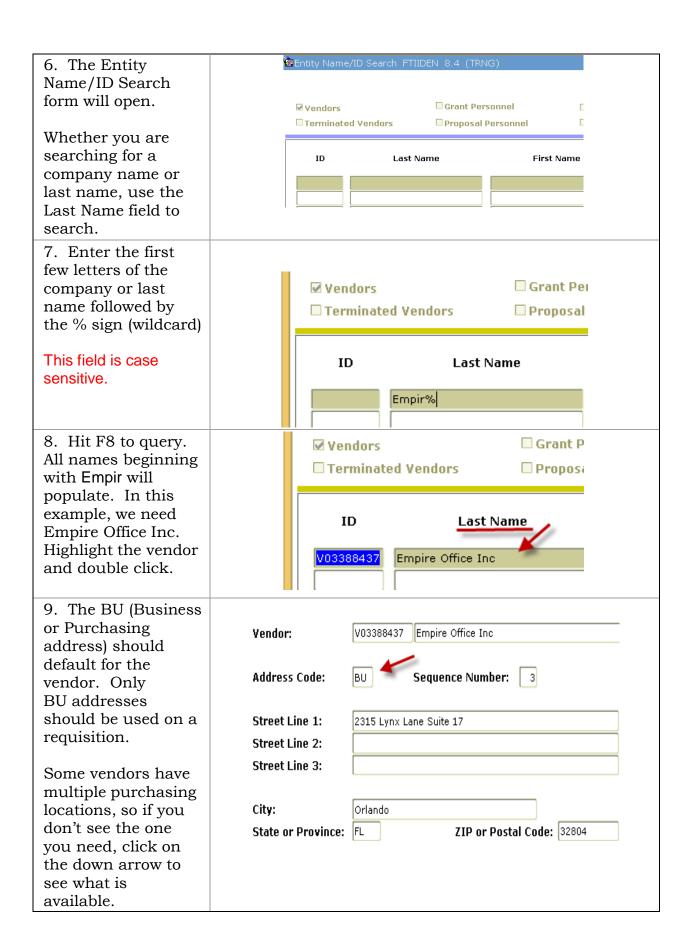
This section will cover how to enter an INB Requisition. Prior to creating a requisition, you must check to see if your vendor is in the system and that funding is available in the appropriate account.

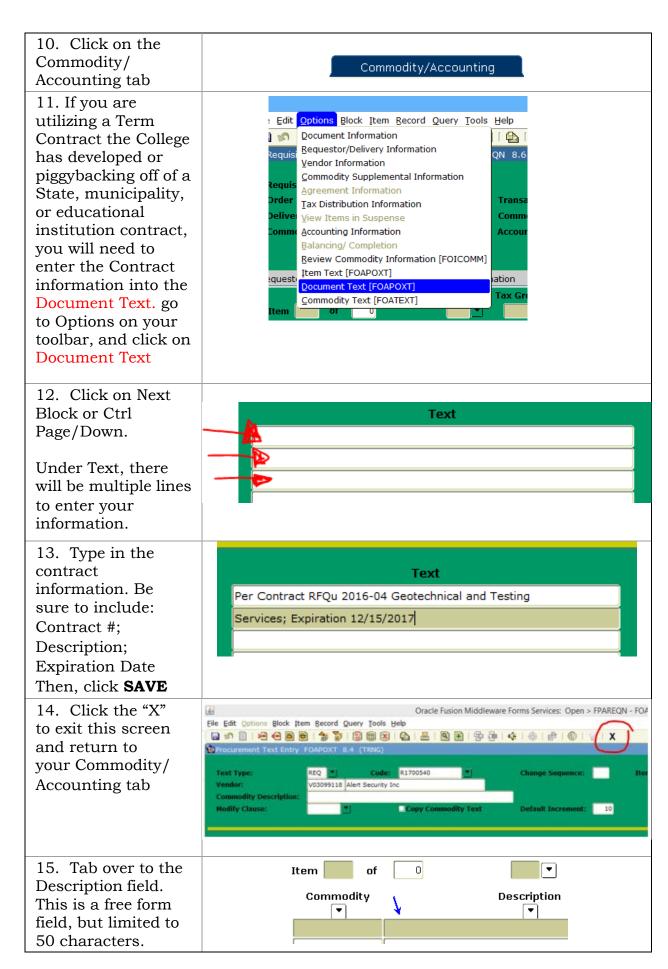
Header Section

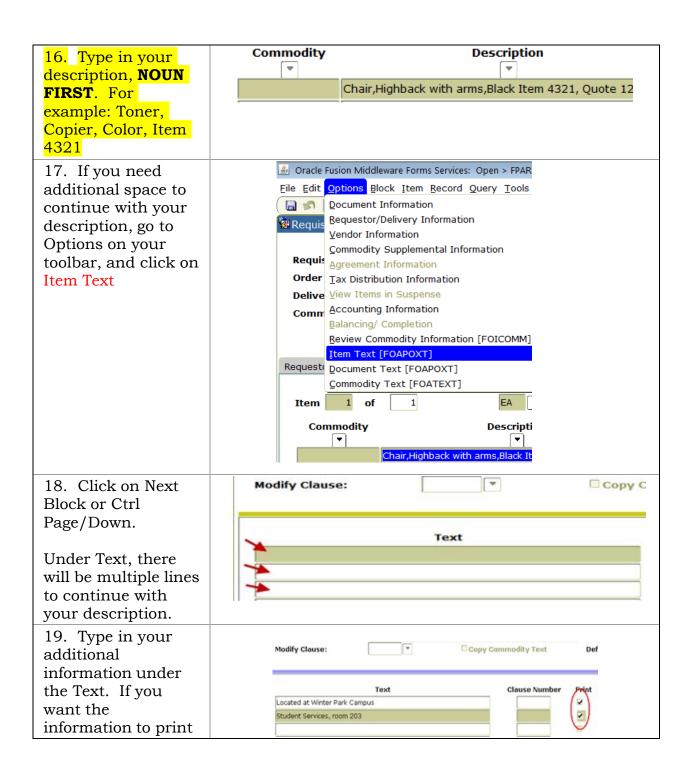
| 1. From the General Menu, type in FPAREQN at the Go To field. | Go ToFPAREQN ▼ Welcome, My Banner Banner Student [*STUDENT] |
|--|--|
| 2. The FPAREQN form will open. Do NOT type anything in the Requisition field. Leave blank. | 鹽Requisition FPAREQN 8.5.0.7 (TRNG) |
| | Requisition: Leave blank |
| 3. Hit the Next Block icon or Ctrl/Page Down | Eile Edit Options Block Item Record Query B P E E E E E E E E E E E E E E E E E E |
| 4. The Delivery Date is a required field. Use the calendar on the right to enter a REALISTIC delivery date. | Requisition Entry: Requestor/Delivery Information Requisition: NEXT |
| This will print on the PO. | Order Date: 06-AUG-2013 III |
| 5. The Comments field is a free form text. You can type in whatever you want or leave it blank. Does not print on PO. | Transaction Date: 06-AUG-2013 |
| 6. Leave defaults as is (unchecked boxes) | ☐ In Suspense ☐ Document Text ☐ ☐ Document Level Accounting |
| 7. Hit the Next Block icon to go to the tab sections | Eile Edit Options Block Item Record Query Requisition FPAREQN 8.5. Next Block |

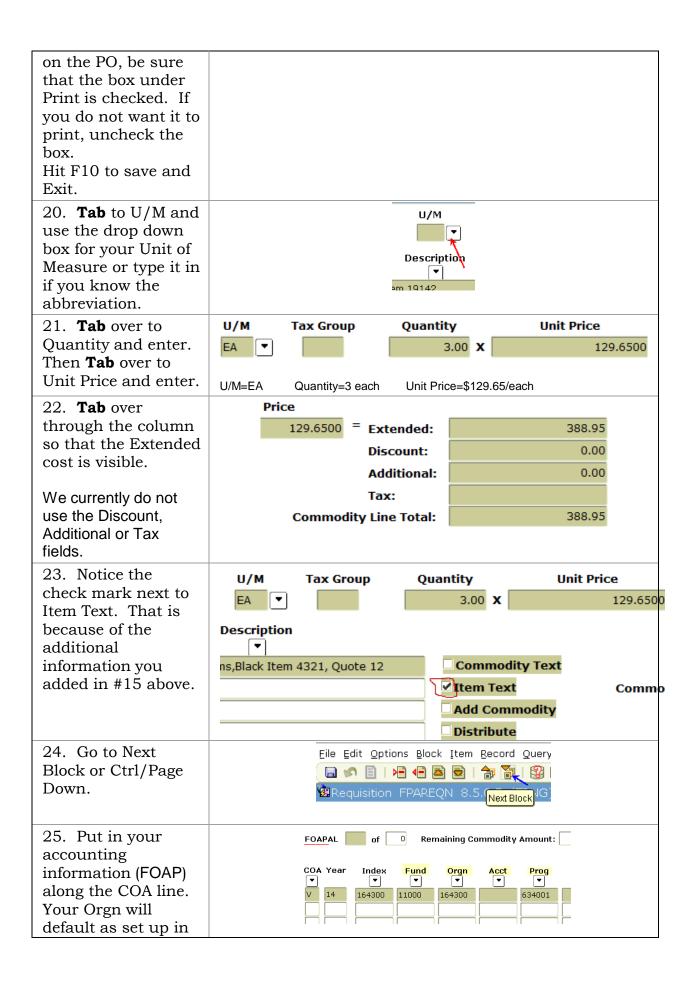
Tab Sections

| 1. The Requestor/Delivery Information tab will default all your information. You can change any of this information including Requestor, Organization and Ship to. | Requestor: Organization: COA: Email: Mary Davies Procurement V Valencia College Email: Mary Davies Procurement Mary Davies Procurement Mary Davies Procurement Mary Davies Procurement Mary Davies |
|--|--|
| The Requestor prints on the PO. The Requestor will be sent the invoice. | |
| 2. The Attention To: field is required. This is a free text field. | Contact: Attention To: |
| Attn to: prints on the PO. Attn to: will receive the item being sent. | |
| 3. Click on the Vendor Information tab. | Vendor Information |
| 4. Use the drop down arrow to search for your vendor or type in the VID number if known. | Vendor: Address Type: |
| 5. An Option List will pop up. Click on the Entity Name/ID Search (FTIIDEN) | Entity Name/ID Search (FTIIDEN) Vendor Maintenance (FTMVEND) |









| FOMPROF. You can change the Index by just typing in the one you want. | |
|--|--|
| 26. Enter the appropriate account code in the Acct field. Refer to Account Codes list provided in Tab 2. | COA Year Index Fund Orgn Acct Prog V 15 164300 11000 164300 705010 634001 |
| 27. Tab over to USD column and each field listed. The FOAPAL line total should be the same number as the Commodity Line Total. | Extended: 388.95 Discount: 0.00 Additional: 0.00 Tax: 388.95 |
| | % USD ended: 388.95 count: 0.00 litional: 0.00 : 0.00 Line Total: 388.95 |
| 28. If you have additional lines to add to this requisition, Go to Previous Block and use your down arrow on your keyboard for the next line. Repeat steps 11-23 if additional lines are needed. If not, proceed to 25. 29. Go to Next Block or Ctrl/Page | Item of 1 |
| Block or Ctrl/Page Down. | ☐ Ø ☐ P ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ |

| 30. You will be in the Balancing/Completion window. | | Balancing | g/Completion | L |
|---|---|--|------------------------------|--------------------------------|
| 31. Check your Input column, Commodity column and Accounting column. All should be the same. | Approved Amount: Discount Amount: Additional Amount: Tax Amount: | 588.00 0.00 Notused 0.00 0.00 | \$88.00 0.00 0.00 0.00 | 588.00 0.00 0.00 0.00 |
| 32. The Status column should all be BALANCED. If not, you will have to go back to the Commodity/ Accounting tab and tab thru all your lines to double | | St BALAN BALAN BALAN BALAN | CED CED CED | |
| 33. Click the Complete button. | | Approved Amount Discount Amount Additional Amoun Tax Amount: Complete: | : | |
| 34. In the lower left side of your window, you will find a message regarding your document. | Document R14000 Record: 1/1 | 04 completed and forw | rarded to the Approval pro | ocess <0 |
| Your Req number will also be included. It is good practice to write it down. | | | | |

Most used Unit of Measures

| EA | Each |
|-----|---------|
| CSE | Case |
| DOL | Dollar* |
| HRS | Hours |
| MON | Month |

*Dollar is used when you don't know the exact amount of a purchase and multiple invoices will be issued against the PO. Example would be legal services. We may have a \$5,000 PO (like a retainer) for a firm, but they may be working on different legal cases. Each invoice would be a different amount.



In this example, the PO is for \$5,000.00. When the different invoices come to AP, they can pay off the \$5,000 amount until it is depleted.

Adding to a Purchase Order

Should a Purchase Order need additional lines or funding, Procurement can add to an existing PO as long as it has not been closed or the lines are still open. Complete a Purchase Order Change Request Form and send to ValenciaProcurement@valenciacollege.edu.

Freight

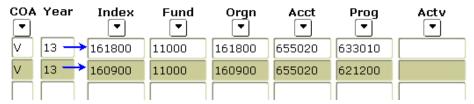
If freight is not included on the PO, as long as there is money in the Index/Account, AP can pay the freight from the invoice before cutting the check.

Tab

Tabbing through your requisition is important because the system is calculating while you tab.

Split Accounting

You can split your FOAP between different Indexes provided you have approval from the Budget Manger. Banner Security was discussed when you attended the Banner Finance – Budget module training.



Sample of 2 different Index's used in the FOAP

Ship-To List

| SPS | School of Public Safety |
|--------|--|
| SHADYL | Advanced Manufacturing Training Center |
| EA | East Campus |
| LNC | Lake Nona Campus |
| OSC | Osceola Campus |
| WE | West Campus |
| WP | Winter Park Campus |
| DO | District Office |
| FTG | Fire Training Facility |

In Suspense or NSF Suspense

Means that you don't have any money in the FOAP that you used.



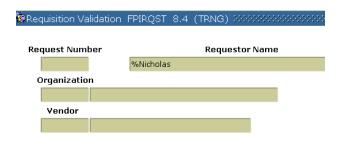
Forgot to write down your Req number?

No problem! If you can remember your name, you can find your req number. Go to: FPIREQN
Hit Enter



Click on the drop down arrow. Hit F7 to enter a query.

Type in part of your name in the Requestor Name field. (First name first, then last name.) In the example below, the wild card (%) is used for the first name followed by the last name.



Hit F8 to query. All the requisitions completed by Patricia Nicholas will be listed. Scroll through to find the one you need.

Requisition Exercises

Note: Remember to always check your budget prior to creating a requisition.

1. Create a one (1) line requisition for an office chair for the vendor **Furniture 1 Inc**.

Quote #: 12345

Ship to: Your name and location

Description: Chair, Highback with arms, Black, Item 4321, Quote:

12

Item: Qty = 3, Unit Price is \$129.65.

FOAP: Index is 164300/ Account is

705010.

2. Create a three (3) line requisition for the vendor **American Ad** for promotional items:

Quote #: 67890

Ship to: Your name and location

| Description | UOM | Qty | Unit Price |
|-----------------------|-----|-----|------------|
| Shirt, Polo, Red, | EA | 12 | 25.00 |
| Small, Item #456 | | | |
| Key chains, | DOZ | 3 | 19.00 |
| w/Valencia Logo, | | | |
| Item 20419 | | | |
| Pens, Purple, | DOZ | 9 | 15.95 |
| w/Valencia Logo, | | | |
| Black Ink, Item 20724 | | | |

Set up fee: \$50.00

Shipping: \$20.00

Each line: Index is 164300/ Account is 665040

QUOTATION

AMERICAN AD SPECIALTIES, INC.

7075 Kingspoint Parkway

Suite 14

Orlando FL 32819

R1601603

Date

Quote No.

11/12/2015

3586

PH 407-649-7784 FX 407-649-4772 tammy@americanadspec.com

SOLD TO

KIM HARVEY VALENCIA-RESPIRATORY CARE 1800 S. Kirkman Road Orlando FL 32811 SHIP TO

KIM HARVEY VALENCIA-RESPIRATORY CARE 1800 S, Kirkman Road MC 4-14, BDLG 10-238 Orlando FL 32811

| Cust. No. | Cust | t. Order No. | EST. REPLY | EXPIRES | SHIP VIA | SLSPERSON |
|----------------------|------|--------------|---------------------------|--------------|---------------------|--------------|
| VAL00290 QUANTITY | Unit | Item No. | 11/22/2015 Description | 12/12/2015 | U P S GRND Price | TKL Total |
| 15 | EA | ST650 | Navy Men's Spor | rt Tek Polo | 25.00 | 375.00 |
| 14 | EΑ | LST650 | Navy Ladies Spo | ort Tek Polo | 25.00 | 350.00 |
| 1 | EA | SET UP | SET UP New logo | | | 50.00 |
| | | | Quote Total | | 775.00 | 775.00 |
| | | | Shipping | | 18.00 | 18.00 |
| | | | TOTAL QUOTE | | 793.00 | 793.00 |

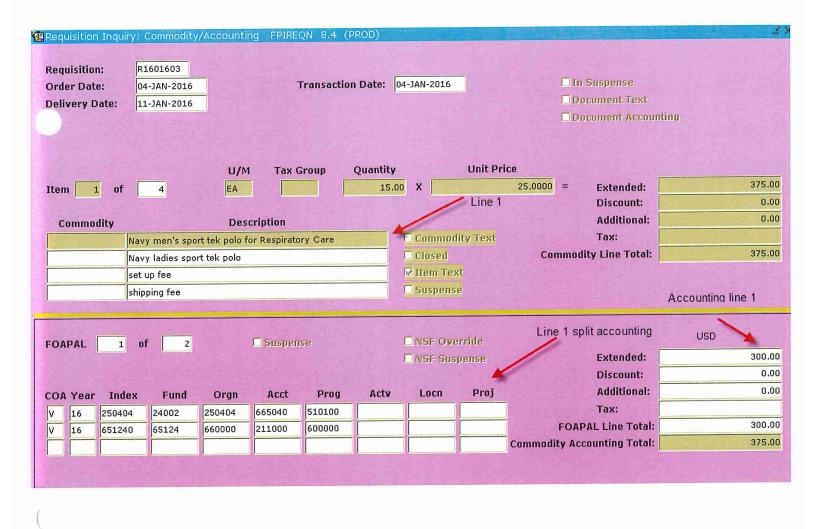
Fax: 407-582-1911

Phone: 407-582-5628

PLEASE NOTE QUOTE NUMBER ON ORDER REQUEST

New logo VALENCIA COLLEGE RESPIRATORY CARE Class of 2016

Thank you for your business



| 图Requisition Inqu | iry: Commodity | /Accounting | FPIREQN 8 | .4 (PROD) | | | 200000000000000000000000000000000000000 | 000000000000000000000000000000000000000 | ************************************** | |
|---|--|-----------------|----------------------------|--------------|-------------|-------------------------------------|---|---|--|--|
| Requisition: Order Date: Delivery Date: | R1601603 04-JAN-2016 11-JAN-2016 | | Trans | action Date: | 04-JAN-20 | 16 | | □ In Suspense □ Document Text □ Document Accoun | ting | |
| | | U/ M | Tax Group | Quantit | ty | Unit Pr | ice | | | |
| Item 1 of | 4 | EA | | 15 | 5.00 X | | 25,0000 | = Extended: | 375.00 | |
| | | | | | | / | Line 1 | Discount: | 0.00 | |
| Commodity | | Descr | iption | | - | | | Additional: | 0.00 | |
| | Navy men's spo | rt tek polo for | Respiratory Ca | re | | nodity Text | | Tax: | | |
| | Navy ladies spoi | rt tek polo | | | | Closed Commodity Line Total: 375.00 | | | | |
| | set up fee | | | | ☑ Item Text | | | | | |
| | shipping fee | | | | Susp | ense | | A | ccounting line 2 | |
| FOAPAL 2 | | | Suspense | | □NSF S | Override Suspense M Proj | Line 2 spli | t accounting Extended: Discount: Additional: | USD 75.00 0.00 | |
| COA Year Ind | | Orgn | | og Acts | LUCI | Pioj | | Tax: | | |
| V 16 25040 V 16 65124 | | | 565040 5101 211000 6000 | | | | | OAPAL Line Total: | 75,00 | |
| V 16 65124 | 10 05124 | 000000 | 211000 | | | | | y Accounting Total: | 375.00 | |
| | | | | | | | | | | |

| Requisition | n Inquiry | /: Commodity | /Accounting | FPIREC | N 8.4 (P | ROD) 🏋 | |) | | | | |
|-------------|-----------|------------------|-------------|---------|------------|----------|-------------|--------|----------|-----------------------------------|--|--|
| Requisitio | | R1601603 | | | | B [| | 04.6 | | □ In Suspense | | |
| Order Dat | te: | 04-JAN-2016 | | 1 | ransaction | Date: | 04-JAN-2 | 016 | | | | |
| Delivery I | Date: | 11-JAN-2016 | | | | | | | | □ Document Text | | |
| | | | | | | | | | | Document Accounting | | |
| | | | | | | | | | | | | |
| | | | ш/м | Tax G | roup (| Quantity | | | Unit Pri | Price | | |
| Item | 2 of | 4 | EA | | | 14.0 | 0 X | | | 25.0000 = Extended: 350.0 | | |
| | | | | | | | | | | Discount: 0.0 | | |
| Commo | ditu | | Descr | iption | | | | | / L | Line 2 Additional: 0.0 | | |
| Commo | | lavy men's spoi | | | ry Care | | □ Con | imodit | y Text | Tax: 0.0 | | |
| | | lavy ladies spor | | | NOT THE | | Clos | | | Commodity Line Total: 350.0 | | |
| | | et up fee | re tok polo | | | | ☐ Item Text | | | | | |
| - | - | hipping fee | | | | | Suspense | | | | | |
| | | Impairing rec | | | | | | | | | | |
| | | | | | | | | | | | | |
| FOAPAL | 1 | of 1 | | Suspens | se e | | □NSF | Over | ride | Line 2 accounting USD | | |
| | | | | | | | □NSF | Susp | ense | Extended: 350.0 | | |
| | | | | | | | | | _ | Discount: 0.0 | | |
| COA Year | Inde | x Fund | Orgn | Acct | Prog | Actv | Loc | cn | Proj | Additional: 0.0 | | |
| V 16 | 651240 | 65124 | 660000 | 211000 | 600000 | | | | | Tax: 0.0 | | |
| | | | | | | | | | | FOAPAL Line Total: 350.0 | | |
| | | | | | | | | | | Commodity Accounting Total: 350.0 | | |
| | | | | | | | | | | | | |
| | | | | | WE THE | | | | | | | |
| | | | | | | | | | | | | |

| 選Requisition Inqu | uiry: Commodity | /Accountin | g FPIRE | QN 8.4 (| (PROD) 🌣 | | | 0.000.000.000.000.000.000.000.000.000 | >>>>>>>>>>>>>>>>>>>>>>>>>>>>>>>>>>>>>> |
|---|---|-------------------|-------------|----------|-----------------|----------|-----------|---|--|
| Requisition: Order Date: Delivery Date: | R1601603 04-JAN-2016 Transaction Date: 04-JAN-2016 In Suspense | | | | | | | | |
| Item 3 o | f 4 | U/M EA Desc | Tax (| Group | Quantity 1.0 | 00 X | Unit Pr | rice 50.0000 = Extended: Discount: ine 3 Additional: | 50.00 0.00 0.00 |
| | Navy men's spo | rt tek polo fo | r Respirato | ry Care | | □ Comm | dity Text | Tax: | 0.00 |
| | Navy ladies spo | rt tek polo | | | | Closed | | Commodity Line Total: | 50.00 |
| | set up fee | | | | | ☐ Item T | ext | | |
| | shipping fee | | | | | Susper | se | | |
| FOAPAL | FOAPAL 1 of 1 Suspense INSF Override Line 3 accounting USD INSF Suspense Extended: 350.00 | | | | | | | | |
| COA Year In | dex Fund | Orgn | Acct | Prog | Actv | Local | Proj | Additional: | 0.00 |
| V 16 6512 | 65124 | 660000 | 211000 | 600000 | | | | Tax: | 0.00 |
| | | | | | | | | FOAPAL Line Total: | 350.00 |
| | | | | | | | | Commodity Accounting Total: | 50.00 |
| | | | | | | | | | |

| 😰 Requisition Inqu | uiry: Commodity | y/Accounting | FPIREQ | N 8.4 (PR | OD) 🌃 | 2000000000 | 00000000 | +000000000000000 | 000000000000000000000000000000000000000 | 000000000000000000000000000000000000000 | 3000001 ≤> |
|--------------------|-----------------|--------------|-------------|-----------|----------------|-------------|-----------|-------------------|---|---|-----------------------|
| Requisition: | R1601603 | | | | | | | | | | |
| Order Date: | 04-JAN-2016 | | " | ansaction | Date: | J4-JAN-2U16 | | | In Suspense | | |
| Delivery Date: | 11-JAN-2016 | | | | | | | | Document Text | | |
| ASSESSMENT | | | | | | | | | Document Accoun | iting | |
| Item 4 of | f 4 | U/M EA | Tax Gr | oup Q | uantity 1.0 | 0 x | Unit P | rice 18.0000 = | Extended: Discount: Additional: | | 18.00 0.00 0.00 |
| Commodity | (| | iption | | | □ Compo | ditu Tout | | Tax: | | 0.00 |
| | Navy men's spo | | Respiratory | Care | | // | unty rest | Camm | | | 18.00 |
| | Navy ladies spo | rt tek polo | | | | Closed | | Comn | nodity Line Total: | | 10.00 |
| | set up fee | | | | | Item Te | | | | | |
| | shipping fee | | | | | Suspen | se | | | | |
| FOAPAL 1 | of 1 | | Suspense | • | | □NSF OV | | Line 4 acc | | USD | |
| | | | | | | □NSF Su | spense | 1 | Extended: | | 350.00 |
| | | | | | | | | | Discount: | Account to the second | 0.00 |
| | dex Fund | Orgn | Acct | Prog | Actv | Locn | Proj | | Additional: | | 0.00 |
| V 16 6512 | 40 65124 | 660000 | 211000 | 600000 | | | | | Tax: | | 0.00 |
| | | | | | | | <u></u> | | DAPAL Line Total: | | 350.00 |
| | | | | | | | | Commodity | Accounting Total: | | 18.00 |
| | | | | | | | | | | | |



PURCHASE ORDER CHANGE REQUEST

Please read:

A Change Order is **required** when the department requests a change to the original Purchase Order. Complete this Change Order Request form and e-mail it to ValenciaProcurement@valenciacollege.edu.

| Purc | hase Order # (8 | digits): | | | |
|------|--------------------|-------------------|---------------|---------------|---------|
| Vend | dor Name: | | | | |
| Inde | x/Account Numl | ber: | | | |
| | Increase | | | | |
| | Quantity | Previous Qua | ntity: | New Quan | tity: |
| | Unit Price | Previous Amo | ount: \$ | New Amou | ınt: \$ |
| Line | Description (Bri | ef): | | | |
| PO P | Previous Total: \$ | 5 | | PO New Total: | \$ |
| Repr | int Purchase Or | der? \square Ye | S | □ No | |
| Reas | son for Change a | and/or Special I | Instructions: | | |
| | | | | | |
| | | | | | |
| | | | | | |
| Nam | e: | | | Dept.: | |
| Date | e: | | Location: | | Ext.: |
| Auth | orized Signature | e: | | | |

Please e-mail to: <u>ValenciaProcurement@valenciacollege.edu</u>

Questions relating to completion of this form, call 407-582-5542 or 407-582-5543

Tab

9

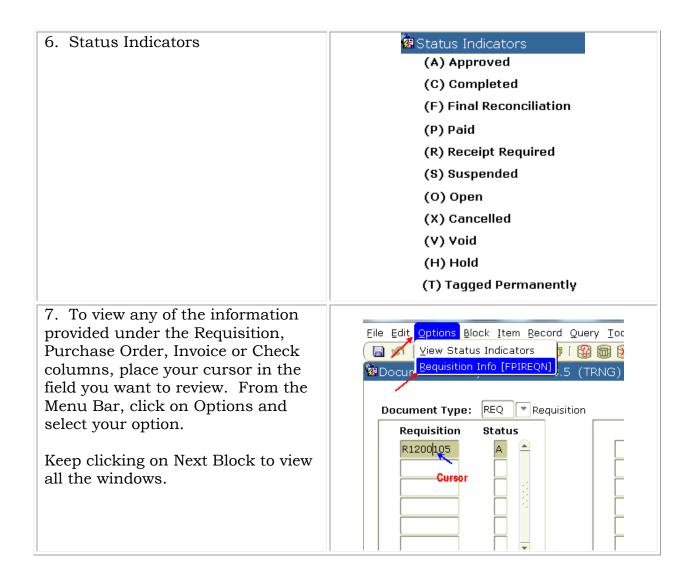
9. Looking up Information

There are many different forms to query in Banner depending on what you are looking for. Any form that has the third letter as an "**I**" is a query form.

FOIDOCH

FOIDOCH is the form you use to look up your PO # after your req was approved. You will also be able to view Invoices and Checks.

| 1. From the General Menu, type in FOIDOCH at the Go Tofield and hit Enter. | © General Menu GUAGMNU 8.4.2 (TRNG FOIDOCH ▼ Welcom |
|---|---|
| 2. The FOIDOCH window will open. If you wrote down your Req #, then you will search on this form using your Req #. Type in REQ in the Document Type field or use the drop down arrow. | Document Type: REQ V Requisition Status |
| 3. Type in your Req number in the Document Code: field. Req numbers always begin with R followed by the current fiscal year. | Document Code: R1200105 |
| 4. Click on Next Block Down | Eile Edit Options Block Item Record Query Record Query Record Query Record Query Record Query Record Query |
| 5. You will find your Purchase Order number, Invoice and Check numbers on this form. If these columns are still blank, then they have not been processed yet. | Document Type: REQ Paquisition Bid Status P1200126 A A P1200126 A A P1200126 A A P1200126 A |

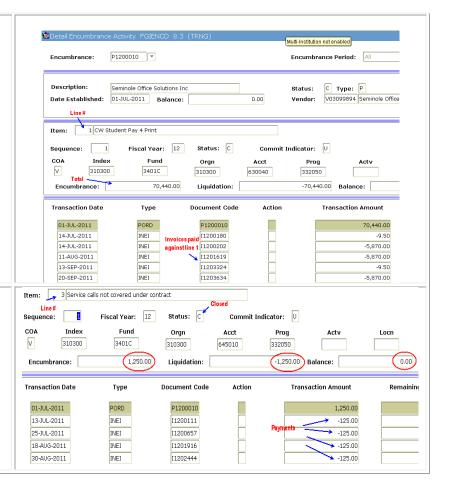


FGIENCD

FGIENCD is the form you use when paying an invoice. This form provides an online query of detailed transaction activity for an original encumbrance entry as well as all transaction activity against the encumbrance.



4. This form will show you all the transactions against the encumbrance line by line.

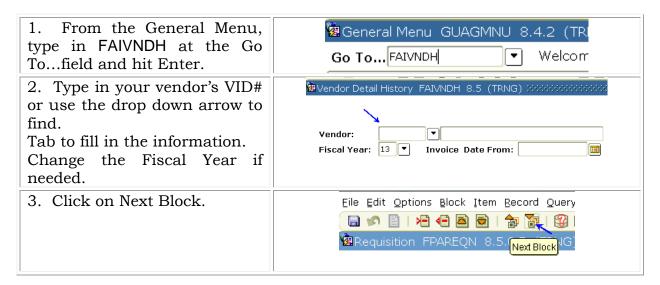


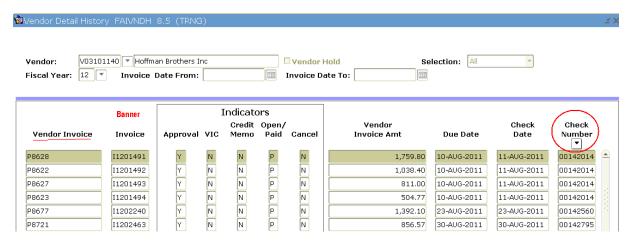
5. With your cursor on the Item field, you can use your down arrow on the keyboard to see other lines and payments.

In this example, the line has been paid in full with a \$0.00 balance.

FAIVNDH

FAIVNDH is the Vendor Detail History form and can be used to retrieve invoice information by vendor and include the vendor's invoice number.





The Vendor Invoice, Banner Invoice, Invoice Amount, Check Date and Check Number will be listed.

You can also query on one invoice or a date range.

Looking up information Quiz

Using the form FOIDOCH, find REQ R1100004.

- 1. What is the PO #?
- 2. How many invoices are associated with this purchase order?
- 3. What is the check number?
- 4. What AP clerk processed the invoice I1100077?

Using the form FGIENCD, find Purchase Order P1500255

- 1. What is the balance on the purchase order?
- 2. Is this purchase order opened or closed?
- 3. What is the description on line 4?
- 4. What was the amount of the invoice paid on July 29, 2014 on line 4?
- 5. What is the account used on line 6?

Using the form FAIVNDH, pull up vendor V03258637, FY12.

- 1. How many invoices are associated with this vendor for FY1112?
- 2. What is the Check number for Banner invoice I1214037?
- 3. What is the amount on vendor invoice SS120420144?

Tab

10

Finance Module

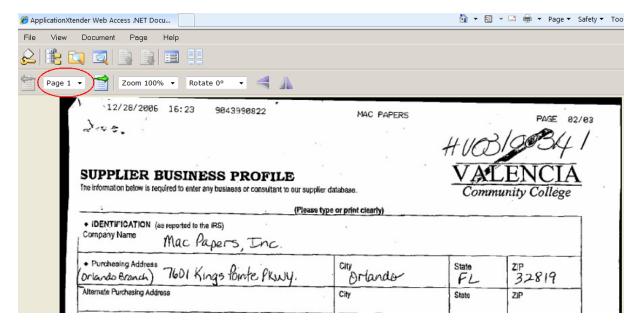
Banner Document Management Suite (BDMS)

Both the Finance and Student side of Banner attach documents to related fields. Purchasing attaches Supplier Business Profiles & W-9 forms to the vendor VID, and back up documentation (quotes, proposals, and contracts) to purchase orders. Accounts Payable attaches invoices.

FOAIDEN

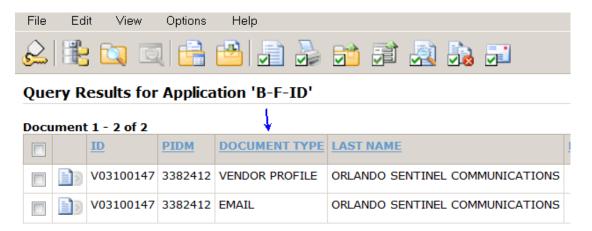
FOAIDEN is to view a Supplier Business Profile and W-9 Form

| 1. From the General Menu, type in FOAIDEN at the Go Tofield and hit Enter. | Go ToFOAIDEN Welcom My Banner Banner Student [*STUDENT] |
|--|--|
| 2. Type in the Vendor ID or use the | |
| drop down menu to search. | ُ Person Identification Form - Finance FOA |
| Tab to fill in the information. | ID: V03100341 🔻 Mac Papers Inc |
| | Current Identification Alternate Identification |
| 3. Click on Next Block. | Item Record Query |
| | |
| | Form - Finance F |
| 4. Click on the BDMS Display | |
| document on the menu. | |
| | |
| | 5.0.6 (TRNG) 33333335 |



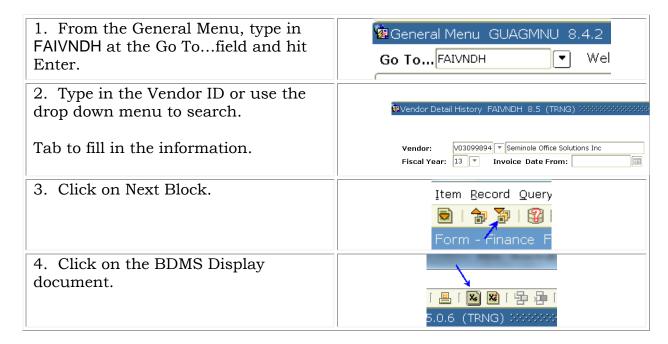
The ApplicationXtender Web Access will display what is attached. In this example, page 1 of the Supplier Business Profile is viewed. To access other pages, use the drop down above.

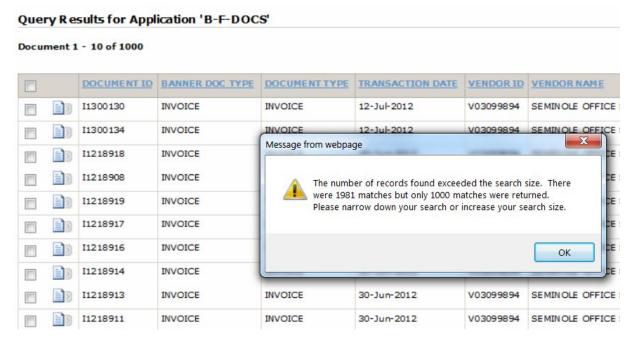
Some vendors have multiple attachments. After clicking on the BDMS Display Document, you may see a choice. Double click on the one you want to view.



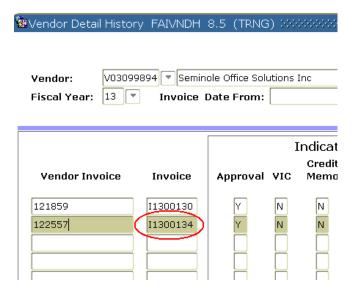
FAIVNDH

FAIVNDH is used to view invoices that Accounts Payable have attached.

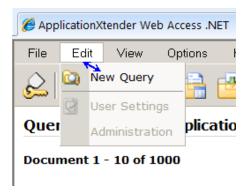




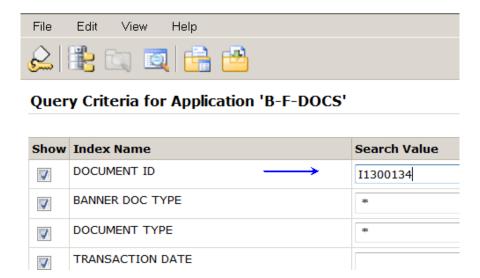
In this example, there are several invoices.

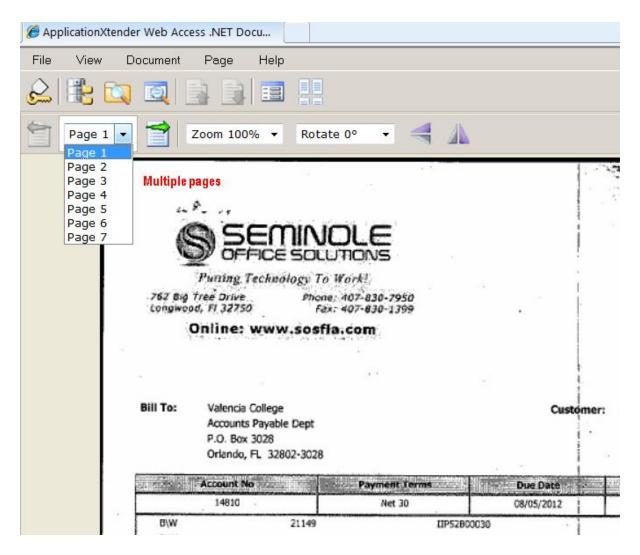


You want to be able to search on the Banner invoice number.



Go to Edit on Menu Bar and highlight New Query. Type in the Banner invoice number you want. Click on the Submit button on the bottom of the form.





The scanned invoice can be viewed. In this example, there are 7 pages to the invoice.

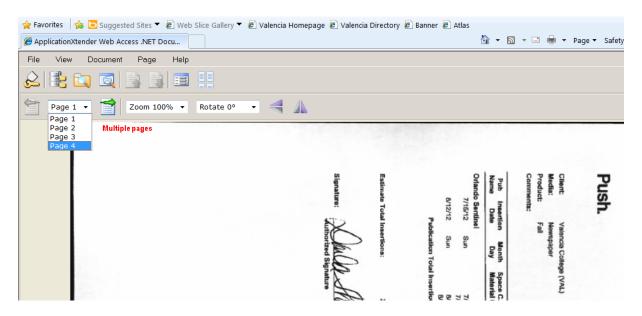
FPIPURR

FPIPURR is used to view one time contracts or quotes submitted for a purchase order.



4. Click on the BDMS Display document.





Multiple pages of the proposal attached.

Tab

11

Fund Use Guidelines

This is a partial list of expenses as described in Expenditure of Funds.

| Description | Fund 1 | Fund 2 | Fund 3 | Fund 6 | Fund 7 |
|---|-----------|-------------|-----------|-----------|-----------|
| Office/Workspace/Personal Items: | - | - | Ü | Ü | • |
| Bottled Water | n(13) | n(5) | У | у | n |
| Business Cards | у | у | У | У | n |
| Cleaning supplies | y(11) | n | У | У | n |
| Clocks, pictures, globes, potted plants | n | n | У | У | y(7) |
| Congratulatory/Condolence items | n | n | У | У | n |
| Decorative items: lamps, statues, pictures | n | n | У | У | y(7) |
| Desk accessories: pen set, clock set, radio, | n | n | У | У | y(7) |
| wastebasket | | | | | |
| Donations or contributions to individuals or | n | n | n | У | n |
| associations | | | | | |
| Employee gifts | n | n | У | У | n |
| Holiday decorations | n | n | У | У | n |
| Staff awards | n | n | У | У | n |
| Flower arrangements | n | n(6) | У | У | n |
| Ergonometric items: footrests, lamps, keyboard | n(1) | n(1) | У | У | n |
| | | (5) | | | |
| Leather portfolios | n | n | У | У | n |
| Paper tissues | n | n | У | У | n |
| Personal convenience items: cushions, etc. | n(1) | n(1) (5) | У | У | n |
| Personal magazine subscriptions | n | n | n | У | n |
| Holiday greeting cards | n | n | у | у | n |
| Uniforms | y(8) | n(5) | У | У | n |
| | | | | | |
| Description | Fund | Fund | Fund | Fund | Fund |
| | 1 | 2 | 3 | 6 | 7 |
| Equipment for office use: | 1 | | | 1 | |
| Refrigerators- for personal use (2) | n | n | n | У | n |
| Stoves, microwaves, toaster ovens- for personal | n | n | n | У | n |
| use (2) | . (0) | _ | . (0) | | |
| Fans | n(3) | n | n(3) | У | n |
| Portable heaters | n(3) | n | n(3) | У | n |
| Coffeemakers, servers- for personal use (2) | n | n | n | У | n |
| | | | | | |
| Description | Fund | Fund | Fund | Fund | Fund |
| Promotional Items: | 1 | 2 | 3 | 6 | 7 |
| Mugs, Pens, bags, folders, etc. | n | n(5) (6) | У | У | n |
| T-shirts: Identification purposes only | n | n(5) (6) | У | У | n |
| T-shirts, embroidered shirts, clothing | n | n(6) | У | у | n |

| Description | Fund 1 | Fund 2 | Fund 3 | Fund 6 | Fund 7 |
|------------------------------------|-----------|-----------|-----------|-----------|-----------|
| Meals or Refreshments: | | | | | |
| Advisory committees | n(4) | n(5) | У | У | n(12) |
| | | (6) | | | |
| Departmental meetings | n(9) | n | У | У | n(12) |
| Clubs/Organization meetings | n/a | n(6) | У | У | n/a |
| Organizational Development classes | n/a | n/a | У | У | n/a |
| Continuing Education classes | n(10) | n/a | n/a | У | n/a |

- (1) If item is deemed a reasonable accommodation in accordance with the American with Disabilities Act (ADA), approved by employee's supervisor, item may be purchased.
- (2) Equipment deemed "for personal use" is found in an individual office or workspace. Equipment found in a common room, such as a break room, is not considered personal use items. If Student Agency accounts are used, there should be an approved justification.
- (3) Permitted at the discretion of supervisor after <u>repeated</u> attempts with Facilities to adjust temperature to a reasonable level.
- (4) If meals or refreshments are provided by Promotion and Public Relations account purchase is permitted.
- (5) Subject to grant provisions as some grants allow for this type of expense.
- (6) Student Activities can purchase these items for Student Advisory, club, and organization meetings. Student Activities is also permitted to purchase food and non-alcoholic beverages. Cannot be used for employee meetings.
- (7) Public Capital Education Outlay (PECO) Furniture & Equipment appropriations, generally associated with new building construction, permit these types of decorative items if they are for building setup.
- (8) Departmental uniforms may be purchased if required for safety, identification (such as security officers), or other business related purposes.
- (9) Learning Day meals and refreshments are allowed because it is specifically approved by the District Board of Trustees as part of the Annual Operating Budget and is funded by a transfer of Fund 3 revenues.
- (10) Refreshments and meals are allowed for Continuing Education courses if the course description states that refreshments and/or meals will be provided and participants sign a class roster. This is also approved by the District Board of Trustees by a transfer of Fund 3 revenues.
- (11) Cleaning supplies may be purchased from the Custodial Services departments and lab fee budgets (Fund 11001) since students are charged an additional fee for this supply to keep lab fee equipment clean.
- (12) If meals or refreshments are provided by the local Opportunity Funds accounts purchase is permitted.
- (13) Allowable for Security and Plant Operation Grounds staff only.