

NOTICE OF PROPOSED REGULATION DEVELOPMENT
The New College of Florida Board of Trustees

Date: December 11, 2023

REGULATION CHAPTER NUMBER:

Chapter 3 – Administrative Affairs

REGULATION NUMBER AND TITLE:

3-1010: Procurement Services

AUTHORITY: BOG Regulations 1.001 and 18.001.

SUMMARY OF PROPOSED REGULATION AMENDMENT:

3-1010: NCF Procurement Services Regulation is being amended to increase the competitive solicitation thresholds from \$75,000 to \$150,000 in accordance with Board of Governors' Regulation 18.001.

TEXT OF PROPOSED REGULATIONS:

The full text of the proposed regulation is set out following this notice.

NEW COLLEGE OFFICIAL INITIATING THE REGULATION:

Chris Kinsley, Vice President for Finance and Administration

PROCEDURE FOR COMMENTING ON PROPOSED REGULATION:

Comments concerning the proposed regulation should be submitted **within 14 days of the date of this notice** to David Brickhouse, Vice President for Legal Affairs, 5800 Bay Shore Road, Sarasota, Florida 34243, (941)-487-4106 office, generalcounsel@ncf.edu. Comments provided to Mr. Brickhouse will be presented to the Board of Trustees for consideration.

THE FULL TEXT OF THE PROPOSED REGULATION IS BELOW

~~Strikethrough~~ indicates deletion; Underlining indicates addition

**NEW COLLEGE OF FLORIDA
REGULATIONS MANUAL**

CHAPTER 3 – Administrative Affairs

3-1010 Procurement Services

By establishing this regulation, the NCF BOT intends for NCF to acquire quality goods and services within reasonable or required time frames, while promoting fair and open competition in the public procurement process. The process will reduce the appearance and opportunity for favoritism, ensure that contracts are awarded equitably and economically, and establish effective management oversight in the acquisition of commodities and contractual services in order to preserve the integrity of public purchasing and contracting. The opportunity to bid on NCF contracts is a privilege, not a right.

- (1) In order to support NCF’s mission, it is the responsibility of Procurement Services to acquire quality commodities and contractual services while promoting fair and open competition in the public procurement process. NCF purchasing officials shall be protected from improper pressures of external political or business interests.
- (2) Definitions
 - (a) Artistic Services. Services provided by an individual or group of individuals who profess and practice a skill in the area of music, dance, drama, folk art, creative writing, painting, sculpture, photography, graphic arts, web design, craft arts, industrial design, costume design, fashion design, motion pictures, television, radio or tape and sound recording, or in any other related field.
 - (b) Change Orders. The document used by Procurement Services to change items, quantities, specifications, etc. on the purchase order, as needed or as requested by the initiating department as appropriate.
 - (c) Commodity. Any of the various supplies, materials, goods, merchandise, food, equipment, software, or other personal property, including a mobile home, trailer, or other portable structure, which are purchased, leased, lease-purchased, or otherwise contracted for by NCF. “Commodity” also includes interest on deferred-payment contracts entered into by NCF for the purchase of other commodities. Printing of publications shall be considered a commodity.
 - (d) Competitive Solicitation. An Invitation to Bid, Request for Proposal, or Invitation to Negotiate to competitively select a contractor/vendor. Competitive Solicitations are required for purchases exceeding \$150,000 or more, and for purchases of printing as specified in Chapter 287, Florida Statutes. The competitive solicitation documents shall contain all the legal terms and conditions necessary to protect NCF’s best interest in purchasing transactions.
 - (e) Contractor/Vendor. A person or firm who contracts to sell commodities or contractual services to NCF.
 - (f) Contractual Service. The rendering by a contractor of its time and effort rather than the furnishing of specific commodities. The term applies only to those services rendered by individuals and firms who are independent contractors. “Contractual service” does not include labor or materials for the construction, renovation, repair, or demolition of facilities.

- (g) Extension. An increase in the time allowed for the contract period.
- (h) Independent Contractor. A person or firm who provides a service to NCF.
- (i) Invitation to Bid. A written solicitation for competitive bids for commodities, groups of commodities, or contractual services defined, for which bids are sought.
- (j) Invitation to Negotiate. A written solicitation to define the specifications, terms, and conditions of a contract for commodities or contractual services. Cost shall not be the sole consideration in the initial stages of negotiating.
- (k) Lease Agreements. The Lease Agreement form is a legal document approved for lease of off-campus space. The Director of Procurement Services handles execution of the agreement with the lessors.
- (l) Minority Business Enterprise. A business concern as defined in Chapter 288.703(3), Florida Statutes.
- (m) Property Items. Comprised of two categories, those that are capitalized (have a value of \$5,000 or more and a useful life of at least one year), and other property items that are not capitalized, but are tracked for insurance purposes.
- (n) Purchase. An acquisition of commodities, contractual services, or licenses obtained by purchase order or contract whether by rent, lease, installment- or lease-purchase or outright purchase.
- (o) Purchase for Resale. The purchase of commodities or contractual services acquired for the purpose of selling them for the benefit of NCF.
- (p) Purchase Orders. A document authorizing a vendor to deliver commodities or contract services with payment to be made at a later date. Purchase Orders are required for the acquisition of commodities and/or services. .
- (q) Procurement Services. The NCF department or division responsible for the acquisition of commodities and contractual services.
- (r) Renewal. Contracting with the same contractor for an additional period of time after the initial contract term, provided the original terms of the agreement specify an option to renew.
- (s) Requisitions. A written request for a purchase order to be issued. Requisitions are initiated by departments or divisions and submitted to the Director of Procurement Services for the purchase of commodities and/or services. Requisitions are also used for reimbursements and prepayments.
- (t) Request for Proposal. A written solicitation for competitive proposals for commodities or contractual services when the scope of work is not clearly defined.
- (u) Responsive and Qualified Bidder or Offeror. A contractor/vendor who has submitted a bid or proposal that conforms in all material respects to a competitive solicitation.

- (v) Sole Source Certification. A Sole Source Certification request is initiated by a department for obtaining approval from the Procurement Services Department in order to acquire a commodity or service that is available from only one vendor.
- (w) Term Contract. An indefinite quantity contract for the purchase of commodities or contractual services during a prescribed period of time.
- (x) Tax Exemption Certificate. Consumer's Certificate of Exemption form utilized by the Director of Procurement Services as verification of NCF's State and Federal tax exemption status, pursuant to the sales and use tax law. This tax exemption is used for purchases solely from NCF funding.
- (y) Vendor Ombudsman. The position within the Finance Office whose responsibilities include, but are not limited to, review and recommendation for disposition of vendor complaints regarding NCF procurement functions.

(3) Delegation of Authority

- (a) Authority is delegated to the Director of Procurement Services to act as the central procurement officer for NCF and as designee for purposes of administering NCF's procurement process.
- (b) Authorization limits to approve and execute any single procurement contract for any commodities or contractual services in a single fiscal year which is expected to fall within the range of the below listed amounts are as follows:
 1. Up to and including the amount of \$250,000: the level at which signature by the Director of Procurement Services is required for acquisition.
 2. \$250,001-\$500,000: the level at which countersignature by the Vice President for Finance and Administration is required for acquisition.
 3. \$500,000 to \$1,000,000: the level at which countersignatures by the Vice President for Finance and Administration and the President are required for acquisition.
 4. In excess of \$1,000,000: the level at which approval of the NCF BOT is required for acquisition. The NCF BOT must also approve any single procurement for this threshold value made by the New College Foundation, the New College Development Corporation and any future Direct Support Organization that may be established by the College.
 5. Emergencies. In the event of a bona fide emergency, as declared by the Chair of the BOT, the Florida Board of Governors, or the Governor of the State of Florida.
- (c) For the purposes of this section, contracts are constructed to include, but not be limited to, agreements, purchase orders, change orders, licenses, lease-purchase agreements, leases, and contract extension and renewals.

(4) Procurement Services Department Duties and Responsibilities include, but are not limited to:

- (a) Removing any contractor from NCF's competitive vendor list that fails to fulfill any of its duties specified in a contract with NCF (or another State university) and to reinstate such contractor when satisfied that further instances of default will not occur.
- (b) Planning and coordinating purchases in volume and negotiating and executing agreements and contracts for commodities and contractual services under which NCF has the option to make purchases.
- (c) Evaluating, approving, and utilizing contracts that are entered into after a public and open competitive solicitation for commodities or contractual services entered into by any other governmental or educational entities (including the Federal Government, other state governments, political subdivisions, any public or independent college or university, educational cooperative, or educational consortium). Approving NCF's use of such contracts (in lieu of issuing a competitive solicitation) for the procurement of commodities and contractual services, when it is cost-effective and in the best interest of NCF to do so. Procurement Services shall review existing consortia and cooperative contracts to identify potential savings and, if there is the potential for savings, enter into new consortia and cooperative contracts to achieve the savings, with the goal of achieving a five-percent savings on existing contract prices.
- (d) Awarding contracts for commodities and contractual services to multiple suppliers, if determined to be in the best interest of NCF. Such awards may be made on behalf of NCF or on a university, regional, or State University System-wide basis, and the contracts may be for multiple years.
- (e) Rejecting or cancelling any or all competitive solicitations when determined to be in the best interest of NCF.
- (f) Authorizing payment of deposits or advance payments for a commodity or contractual services when the Director of Procurement Services determines that it is in the best interest of NCF.
- (g) Managing NCF's Property Records program, including overseeing proper disposal of surplus property.
- (h) Barring any vendor from doing business with NCF for demonstrated cause, including previous unsatisfactory performance.
- (i) Prohibiting College employees and College direct support organization employees participating on a procurement selection committee for commodities or services from soliciting donations from responding vendors during the selection process, except for donations or other benefits expressly stated in the procurement document.
- (j) Permitting the extension(s) of a contract, entered into as a result of a competitive solicitation, for up to twelve (12) months or until a completion of the competitive solicitation and award or protest, whichever is longer.

(k) Permitting the renewal(s) of a contract, entered into as a result of a competitive solicitation, for a period that may not exceed 5 years or twice the term of the original contract, whichever is longer. This provision is not intended to apply retroactively; existing contracts entered into prior to January 1, 2017, including any specified renewal period(s) may continue in accordance with the existing contract terms.

(5) NCF Division/Department Duties and Responsibilities. Each NCF division or department is assigned responsibility for initiating procurement requests and for providing information and assistance with the procurement, as requested by Procurement Services Department. Duties and responsibilities include:

(b) Ensuring support, review, funding adequacy and approval for the procurement by the pertinent division or department authorities before a procurement request is submitted to the Procurement Services Department.

(c) Obtaining and completing all steps necessary for submission of proper documentation to the Procurement Services Department.

(d) Providing assistance and information regarding the procurement, if and as requested by Procurement Services personnel.

(e) Evaluating, monitoring, and ensuring satisfactory performance by the vendor or contractor, in accordance with the terms and provisions of the procurement documents.

(6) Standards of Conduct

(a) All NCF personnel engaged in procurement and related activities shall conduct business dealings in a manner above reproach in every respect. Transactions relating to expenditure of public funds require the highest degree of public trust to protect the interests of NCF and the taxpayers of Florida. All NCF personnel engaged in the procurement cycle are bound by the standard of conduct for public officers and employees set forth in Chapter 112, Part III, Florida Statutes, and shall file a Statement of Financial Interest annually.

(b) Vendors Excluded from Competition. In order to ensure objective contractor performance and eliminate unfair competitive advantage, contractors that develop or draft specifications, requirements, statements of work, Invitations to Bid, Request for Proposals and/or Invitations to Negotiate shall be excluded from competing for such procurements.

(c) Standard of Conduct. It shall be a breach of ethical standards for any employee of New College of Florida to accept, solicit, or agree to accept a gratuity of any kind, form or type in connection with any contract for commodities or services. It shall also be a breach of ethical standards for any potential contractor to offer an employee of New College of Florida a gratuity of any kind, form or type to influence the development of a contract or potential contract for commodities or services.

It shall also be a breach of ethical standards if:

1. The employee or any member of the employee's immediate family has a financial interest pertaining to the procurement.
2. A business organization in which the employee or any member of the employee's family, spouse, children, parents, brothers and sisters, has a financial interest pertaining to the procurement.
3. Any other person, business or organization with which the employee or any member of the employee's immediate family is negotiating or has an arrangement concerning prospective employment is involved in the procurement.

(7) General Procurement Provisions

(a) Procurement of commodities/services/printing of less than \$150,000 shall be made in accordance with sound procurement practices as follows:

1. \$25,000 and below. It shall be the Director of Procurement Services' discretion on purchases of \$25,000 or less. Additional quotations are not required but are encouraged.
2. \$25,001 to \$75,000. An attempt shall be made to obtain written price quotes from two or more vendors. The quotes can be obtained via documented written quotations received by mail or email.
3. \$75,001 to \$149,999. An attempt shall be made to obtain written price quotes from three or more vendors. The quotes must be submitted on the vendors' stationery and signed by their authorized representative.
4. Waiver of Competition. In the event the number of quotes noted in section (7)(a) 2. and 3. above cannot be acquired, the Procurement Services Department may waive the need for competition if a "Request to Waive Additional Quotes" is properly justified. Such request must accompany the requisition. In any event, sole source justification is not required below \$150,000.
5. Purchases greater than \$150,000 require a formal process such as sealed Invitation to Bid, Request for Proposal, Invitation to Negotiate, or an approved exemption such as Sole Source, Sponsored Research Exemption or Emergency Purchase.

(b) Purchases of commodities/services/printing in excess of \$150,000 shall be awarded pursuant to a competitive solicitation, unless otherwise authorized.

1. When only one response is received to a competitive solicitation for commodities or contractual services exceeding \$150,000, NCF has the option to review the solicitation responses to determine if a second call for a competitive solicitation is in the best interest of NCF. If it is determined that a second call would not serve a useful purpose, NCF can proceed with the acquisition.

2. When multiple responses that are equal in all respects are received to a competitive solicitation, NCF will give preference, in the following order of priority, to the responses: responses that include commodities manufactured in the State of Florida, responses from Florida businesses, responses from businesses with a drug-free workplace program, responses from foreign manufacturers located in the State of Florida, in order to award. If the use of these preferences does not result in a determination of who should be awarded the contract, the toss of a coin shall be used to award the contract.
 3. The award of a competitive solicitation shall be publicly posted by Procurement Services, located at 5800 Bay Shore Road, PMD, for 72 hours, excluding Saturdays, Sundays or NCF holidays. The notice may also be posted on the New College of Florida website.
 4. Nothing in this section shall be construed as limiting the number of bids solicited.
 5. In the event that no quotes, bids, proposals, or responses to Invitations to Negotiate are received in response to a competitive solicitation, the College shall negotiate the purchase as the best possible price at the most favorable terms.
- (c) No purchase may be divided or sub-divided for the purpose of circumventing required informal or formal competitive solicitation.
- (d) Advance Payments: NCF funds cannot be used for advance payments, except for the following:
1. Rent for leased space, up to fourteen (14) days before due date.
 2. Newspaper or magazine subscriptions, up to six (6) weeks in advance of renewal date.
 3. Costs for reserving space for meetings or conferences that will take place in the next fiscal year, if required by the vendor.
 4. Annual maintenance agreements.
 5. Payments to state or federal agencies, if delivery of products or services will be expedited.
 6. Specialized or proprietary goods or services, if the vendor requires advance payment.
 7. Benefits of cost savings resulting from advance payment.
 8. Purchase of real property, up to seven days before closing date, if NCF delivers the warrant on or after the closing date.
 9. Library books and materials, if necessary, for efficient library operation.
 10. Any other advance payment that can be justified as necessary and to further of a legitimate public purpose.

- (e) The Purchase Order is the normal instrument by which goods and contractual services are acquired. It is the vendor's responsibility to ship and to invoice for the items, terms, and pricing specified on the order. The Purchase Order is a legal instrument and once accepted, establishes a mutuality of agreement. It has the force of a legal, binding contract.
1. The One Time Purchase Order. This document consists of the official Purchase Order number, the complete description shown on the requisition, and is for delivery of a one-time purchase for goods, equipment, and/or contractual services.
 2. The Standing Order. This is a simplified method of filling needs for small repetitive quantities by establishing open accounts with qualified vendors. Standing Orders are used to expedite the delivery of needed items and reduce administrative costs in accomplishing small orders by eliminating the need of Issuing individual purchase orders over the course of a fiscal year period.
 - a. Standing Purchase Order. Authorizes the purchase and delivery of small dollar value commodity items as requested by the issuing department. This order cannot exceed \$149,999.99, unless pricing has been based on an existing bid or contract or there is an approved sole source certification on file.
 - b. Standing Order Restrictions. No property items shall be purchased on a Standing Order. Special Standing Order purchases shall not be used to purchase goods or contractual services from other vendors if they are already available on State or NCF contracts.
 - c. Requests for increases, decreases, cancellations, etc., of a Standing Order should be submitted to Procurement Services (see the section on Change Orders). Standing Orders should be for a minimum period of six (6) months within the fiscal year and should be opened for a minimum of \$500.
- (f) Maintenance Agreements: Purchases for maintenance agreements are similar to Standing Orders in that the service period is for an extended period of time. However, they are not considered Standing Orders under the procedures described above because, in most instances, payment is made at one time. Maintenance agreements that have monthly or quarterly payments may be referred to as Blanket Maintenance Orders and are treated the same as a Standing Order for accounting purposes. Requisitions for maintenance agreements should include the following information.
1. Description of item(s), model number, serial number, property decal number, and location of machine.
 2. Beginning and ending dates of the maintenance period.
 3. Advance payment requirements are to be justified by a separate attached memorandum to the requisition.
 4. A copy of the maintenance agreement is to be attached to the requisition.

5. All Purchase Orders for maintenance agreements should contain a thirty-day (30-day) cancellation clause.
- (g) A Change Order is used to materially alter a Purchase Order after it has been encumbered and issued to the vendor. All Change Order notice requests must be submitted to the Procurement Services Department. A Change Order is required to:
1. Decrease or increase purchase order quantities.
 2. Substitute comparable acceptable items for those on the original purchase order.
 3. Make any substantial changes on a purchase order that will result in a cost differential.
 4. Terminate the purchase order.
 5. Adjust the purchase order price to conform to the vendor's invoice.
 6. Departments may initiate requests for Change Orders in writing stating the reasons for the change(s).
 7. Signatures are required on all Change Order requests, in the same manner as the signature requirements for requisitions from which Purchase Orders are issued.
 8. Unless otherwise authorized by the bid or proposal documents, Change Orders are not valid until the vendor has accepted the terms thereon.
- (h) Vendors. It is NCF's policy to utilize State Contracts and vendors, when available and appropriate. It is the intent of the Procurement Services Department to utilize vendors who are reputable and financially responsible. NCF encourages participation from any and all vendors to provide goods and services.
- (i) Minority Business Enterprises. NCF is committed to seek out, identify and utilize Florida Certified Minority Businesses, and Small Businesses/Small Disadvantaged Businesses that provide services and/or commodities, which are purchased by NCF. It is also the mission of the Procurement Services Department to provide technical assistance to small and minority businesses to ensure a competent pool of vendors to address NCF's procurement expectations.
- (j) (j) Procurement actions not subject to the competitive solicitation process include:
1. Emergency Purchases. When the President or designee determines, in writing, that: a condition exists that threatens the health or safety of person(s) or animal(s) or the preservation of property or the continuance of a vital NCF function; NCF shall proceed with an emergency purchase. The emergency purchase is limited to the purchase of only the type of items and quantities of items necessary and for only the time period necessary to meet the immediate need.

2. Sole Source Purchases. Commodities or contractual services available from a single source are exempt from the competitive solicitation process. Sole Source document shall be publicly posted by the Procurement Services Department at the NCF campus for 72 hours, excluding Saturdays, Sundays, and NCF holidays.
 3. Procurement from contracts and Negotiated Annual Price Agreements established by the State of Florida, other governmental entities, other Universities in the State University System, or other independent colleges and universities are not subject to further competitive solicitation.
- (k) Types of commodities and contractual services that are not subject to the competitive solicitation process include:
1. Artistic services.
 2. Academic reviews.
 3. Lectures.
 4. Auditing services.
 5. Legal services, including attorney, paralegal, expert witness, appraisal, arbitrator or mediator services.
 6. Health services involving examination, diagnosis, treatment, prevention, medical consultation or administration. Prescriptive assistive devices for medical, developmental or vocational rehabilitation including, but not limited to prosthetics, orthotics, and wheelchairs, provided such devices are purchased on the basis of an established fee schedule or by a method that ensures the best price, taking into consideration the needs of the client.
 7. Services provided to persons with mental or physical disabilities by not-for-profit corporations organized under the provisions of section 501(c)(3) of the Internal Revenue Code or services governed by the provisions of the Office of Management and Budget Circular A-122.
 8. Medicaid services delivered to an eligible Medicaid recipient by a health care provider who has not previously applied for and received a Medicaid provider number from the Department of Children and Family Services. This exception will be valid for a period not to exceed ninety (90) days after the date of delivery to the Medicaid recipient and shall not be renewed.
 9. Family placement services.
 10. Training and education services.
 11. Advertising, except for media placement services.

12. Commodities or services provided by governmental agencies, another University in the State University System, direct support organizations of NCF, political subdivisions or other independent colleges and universities.
 13. Programs, Conferences, Workshops or Continuing education events or other university programs that are offered to the general public for which fees have been collected to pay all expenses associated with the program or event.
 14. Programs, conferences or events that have been specified by a grant, can include, but are not limited to items such as lodging, meeting rooms, services and food.
 15. Purchases from firms or individuals that are prescribed by state or federal law or specified by granting agency.
 16. Regulated utilities and governmental franchised services.
 17. Extension of an existing contract Regulated public communications, except long distance telecommunication services or facilities.
 18. Purchases from an Annual Certification List approved by the College.
 19. Purchases for resale.
 20. Contracts or services provided by non-for-profit support and affiliate organizations of the College, direct support organizations, health support organizations and faculty practice plans.
 21. Direct owner purchases for construction or renovation projects.
 22. Leases of space by NCF for 5,000 square feet or less in a privately owned building.
 23. Implementation/programming/training services available from owner of copyrighted software or its contracted vendor.
 24. Purchases of materials, supplies, equipment, or services for instructional or sponsored research purposes when a director of sponsored research or designee certifies that, in a particular instance, it is necessary for the efficient or expeditious prosecution of a research project in accordance with sponsored research procedures or to attain the instructional objective.
 25. Accounting Services.
- (l) No individual or firm who performs a feasibility study for potential implementation of a subsequent contract, participates in drafting of a competitive solicitation, or develops a program for future implementation shall be eligible to contract with NCF dealing with the same subject matter.

- (m) Individuals taking part in the development of criteria for evaluation, the evaluation process or the award of the contract for any purchase shall be independent of and have no conflict of interest in the entities evaluated and awarded the contract. NCF has the option to require the individuals to attest to such in writing.
- (n) Items requested that are of a personal nature or for personal convenience of employees shall not be purchased. Examples include but are not limited to:
 - 1. Coffee pots.
 - 2. Flowers.
 - 3. Refreshments such as coffee and doughnuts.
 - 4. Decorative items (globes, statues, potted plants, picture frames, etc.).
 - 5. Alcoholic beverages.
 - 6. Christmas or other greeting cards and postage for such cards.
 - 7. Personal subscription to magazines, trade journals, etc.
 - 8. Desk pen sets.
 - 9. Refrigerators.
 - 10. Microwaves.
 - 11. Picture frames.
 - 12. Wall hangings.
 - 13. Smoke/air filters.
 - 14. Personal gifts or expenditures other than expenditures for employee service awards and/or safety awards not exceeding \$50 per award.
 - 15. Fees, taxes or professional dues, unless directly related to the job duties of NCF employee.
- (o) Legal Review. Documents containing terms and conditions with legal import will be routed through the NCF's General Counsel for legal review before execution. The Office of the General Counsel may approve uniform contracts, which, thereafter, may be used without additional review and approval by the General Counsel.
- (p) Exceptional Purchases. NCF is authorized to make exceptional purchases of commodities or contractual services as follows:

1. Purchase of Products with Recycled Content. NCF may establish a program to encourage the purchase of and use of products and materials with recycled content and postconsumer recovered material.
 2. Purchase of Private Attorney Services. Written approval from the Attorney General is not required for private attorney services acquired by the college.
 3. Purchase of Insurance. NCF shall have the authority to purchase insurance as deemed necessary and appropriate for the operation and educational mission of the college.
 4. Purchase of Printing. However, if the College determines that it is in the best interests of the College to purchase printed materials through a competitive solicitation process, the preference provision in 15(b) shall apply.
- (8) Insurance Purchases. NCF has the authority to purchase insurance as deemed necessary and appropriate for the operation and educational mission of NCF. Examples of insurance coverage that can be acquired by NCF include:
- (a) Physical damage on vehicles and boats.
 - (b) Inland marine on property owned, leased, or loaned to or by NCF.
 - (c) Building and property damage.
 - (d) Equipment losses due to theft.
 - (e) Loss of rental income.
 - (f) Commercial general liability insurance for scientific equipment.
 - (g) Excess general liability coverage.
 - (h) Health Insurance.
 - (i) Camps Insurance.
- (9) Bonds
- (a) Competitive Solicitation Bond/Security. NCF is authorized to require a vendor to submit to NCF, as a condition for participating in the solicitation, a bid bond, certified cashier's or treasurer's check or bank draft with their responses to the solicitation when NCF is reasonably uncertain about the vendor's ability to perform and to ensure that vendor will honor and secure any required payment and/or Performance Bond if awarded the bid.
 - (b) Payment and Performance Bonds. NCF is authorized to require any contractor providing commodities, or commodities, which include installation, to furnish a payment and performance

bond, with good and sufficient securities, to NCF prior to the issuance of the contract when the total value of the contract is greater than \$200,000. NCF has the option to require a payment and performance bond from contractors providing commodities, or commodities that need installation, when the total value is greater than \$100,000. In either instance the reason for this requirement is under such conditions when NCF is reasonably uncertain about the vendor's ability to perform and in particular, but not limited thereto, when installation of research, scientific, medical and other like equipment is required.

- (c) Competitive Solicitation Protest Bond. Any contractor that files an action pursuant to Chapter 120.57(3)(b), Florida Statutes, protesting a decision shall at the time of filing of the formal written protest, post with NCF a bond payable to NCF in an amount equal to: 10% of the estimated value of the protestor's bid or proposal; 10% of the estimated expenditure during the contract term; \$10,000; or whichever is less. The bond shall be conditioned upon the payment of all costs that can be adjudged against the contractor filing the protest action. In lieu of a bond, NCF has the option to accept a cashier's check or money order in the amount of the bond. Failure of the protesting contractor to file the required bond, cashier's check or money order by the time of filing the formal written protest shall constitute a waiver of proceedings under Chapter 120, Florida Statutes, and NCF shall summarily dismiss the petition.

(10) Purchase of Motor Vehicles

- (a) The term "motor vehicle" includes any automobile, truck, watercraft, construction vehicles, equipment, or other vehicle designed primarily for transporting person.
- (b) NCF has authority to:
 - 1. Establish standard classes of motor vehicles to be leased, purchased or used by NCF personnel.
 - 2. Obtain the most effective and efficient use of motor vehicles for NCF purposes.
 - 3. Establish and operate facilities for the acquisition, disposal, operation, maintenance, repair, storage, control and regulation of NCF-owned motor vehicles.
 - 4. Acquire motor vehicles by purchase, lease, installment-purchase, or loan or by any other legal means and can include a trade-in. All motor vehicles purchased or leased shall be of a class that will safely transport NCF personnel and adequately meet the requirements of NCF.
 - 5. Contract for specialized maintenance services.
- (c) Motor vehicles owned, leased or operated by NCF shall be used for official NCF business only.

(11) Acquisition of Leases of 5,000 or More Square Feet

- (a) NCF will use a competitive solicitation process when entering into lease for space of 5,000 or more square feet in a privately owned building. However, competitive bidding is not required where such a lease:

1. Is the renewal of an existing lease.
2. Has a term of less than twenty-one (21) consecutive days.
3. Is for nominal or no consideration.
4. Is for the purpose of providing care and living space for persons, provided that the President or designee certifies that the space is to be used for that purpose.
5. Is an extension of an existing lease of 5,000 square feet or more, provided that such extension is in the best interest of the State and is for a period not to exceed eleven (11) months. If at the end of the period granted by the extension, the time of all such extensions on the lease equals eleven (11) months, NCF shall proceed with a competitive solicitation.

(b) NCF shall not enter into a lease for space of 5,000 or more feet in a privately owned building when suitable space is available in a state-owned building located in the same geographic region, unless it is determined by the Procurement Services Department that lease of non-state property is in the best interest of NCF.

(12) Vendor Ombudsman and Dispute Resolution

(a) The Controller or his/her designee will act as vendor ombudsman to work with vendors and NCF division/department representatives to resolve problems and issues. Ombudsman contact information will be provided to contractors and vendors via purchase orders and/or the NCF website.

(b) Protests will be handled in accordance with Chapter 120.57(3), Florida Statutes.

(13) Vendors Excluded from Competition. In order to ensure objective contractor performance and eliminate unfair competitive advantage, contractors that develop or draft specifications, requirements, statements of work, Invitations to Bid, Request for Proposals and/or Invitations to Negotiate shall be excluded from competing for such procurements.

(14) Standard of Conduct. It shall be a breach of ethical standards for any employee of NCF to accept, solicit, or agree to accept a gratuity of any kind, form or type in connection with any contract for commodities or services. It shall also be a breach of ethical standards for any potential contractor to offer an employee of NCF a gratuity of any kind, form or type to influence the development of a contract or potential contract for commodities or services.

(15) Preferences for Florida-Based Vendors.

(a) Preferences for Personal Property. When NCF awards a contract to purchase personal property, other than printing, by competitive solicitation pursuant to paragraph (2) of this regulation, a preference shall be provided to vendors with a principal place of business in Florida (such vendors hereinafter referred to as "Resident Vendors") as follows:

1. If the responsible and responsive vendor that submits the lowest bid, the most advantageous proposal, or the best value reply is one whose principal place of business is outside of Florida and is in a state or political subdivision thereof that grants a preference for the same purchase to a vendor in such state or political subdivision, as applicable, then NCF shall grant the same preference to the responsible and responsive Resident Vendor with the lowest bid received pursuant to an Invitation to Bid, the most advantageous proposal received pursuant to a Request for Proposals, or the best value reply received pursuant to an Invitation to Negotiate.
 2. With respect to Invitations to Bid, if the lowest responsible and responsive bid is from a vendor whose principal place of business is in a state that does not grant a preference for the purchase to a vendor in such state, then NCF shall grant a preference in the amount of five percent (5%) to the lowest responsible and responsive Resident Vendor.
 3. For vendors whose principal place of business is outside of Florida, such vendors must, at the time of submitting its bid, proposal or reply, provide a written opinion from a licensed attorney in its state specifying: (a) the preferences(s) granted by the state or political subdivision, as applicable, under the laws of that state to vendors whose principal place of business is in that state or political subdivision; and (b) how the preference is calculated. The failure to submit the written opinion may be waived as non-material if all vendors responding to the solicitation have principal places of business outside of Florida.
 4. The vendor's principal place of business, as represented by the vendor in its bid or reply, may be relied upon by NCF without further inquiry. If NCF determines that a vendor has misrepresented its principal place of business, the vendor's bid, proposal or reply shall be rejected.
 5. For the purpose of paragraph (3)(a), "personal property" shall be defined as goods and commodities, but not real estate, intellectual property or services.
- (b) Preferences for Printing. When the College purchases printed materials by competitive solicitation pursuant to paragraph (2) of this regulation, a preference shall be provided Resident Vendors as follows:
1. If the lowest responsible and responsive bid received pursuant to an Invitation to Bid is from a vendor whose principal place of business is outside of Florida, then the College shall grant a preference to the lowest responsible and responsive Resident Vendor in the amount of five percent (5%) if the College has determined that the printing can be performed by the Resident Vendors at a level of quality comparable to that obtainable from the vendor submitting the lowest bid whose principal place of business is outside of Florida.
 2. For purposes of subparagraph 3(b)(1), the level of quality shall be determined by whether a vendor satisfies the minimum specification requirements as set forth in the Invitation to Bid.
- (c) Method of Calculating Five Percent Preference.
1. If the competitive solicitation is an Invitation to Bid, then an amount equal to five percent (5%) of the total base bid and any alternates shall be deducted from the base bid and alternates, as applicable, of the lowest responsible and responsive Resident Vendor's bid.

- (d) Determining a Vendor's Principal Place of Business. A vendor's "principal place of business" is determined as follows:
1. If the vendor is an individual or a sole proprietorship, then its "principal place of business" is in the state where the vendor's primary residence is located.
 2. If the vendor is a business organization, then its "principal place of business" is in the state where the majority of the vendor's executive officers direct the management of the vendor's business affairs.
- (e) Federally Funded Projects. Purchases made to perform specific obligations under federally funded projects shall not be subject to this preference requirement to the extent the application of a preference is not allowed under applicable federal law or regulation.
- (16) Purchases from Contractors Convicted of Public Entity Crimes. NCF shall not accept a competitive solicitation from or purchase commodities or contractual services from a person or affiliate who has been convicted of a public entity crime and has been placed on the State of Florida's convicted vendor list for a period of 36 months from the date of being added to the convicted vendor list.
- (17) Review and Responsibilities. The Controller is the party responsible for oversight and enforcement of these regulations.

Authority: Article IX, §. 7, Fla. Constitution; Fla. Board of Governors Regulations 1.001 and 18.001

History: 02-07-04 as Policy 5-001; Revised and combined with Policies 5-002, 5-003, 5-004, and 5-011, and renumbered 09-11-10; Revised 09-10-11; Revised 10-20-18, 06-05-19