GOLDEN GATE UNIVERSITY

PURCHASING – P-CARD - CONTRACTING & PROPERTY MANAGEMENT

Updated: January 2016 – V5

SECTION 1 - GENERAL

1. Responsibilities: Business Services & Facilities (BSF) is responsible for processing all purchasing and contracting transactions for the University as well as initiating the Fixed Asset Records as required. BSF will assist in sourcing materials and services, negotiating contracts, arranging delivery and installation, receiving, processing payment verifications and any other related follow-up actions. For the purpose of this document a purchasing transaction is defined as the purchase, rental or lease of materials or services.

2. Agents and Representatives: Members of the BSF purchasing staff, by the very nature of their position, are designated as the *purchasing agents* for the University. No other members of the University community are authorized to act in this capacity unless duly designated by the President and/or Chief Financial Officer (CFO).

3. Signature Authority:

A. All Purchase Orders (PO), agreements, contracts, leases, letters-of-intent, and other related materials are legally binding documents and can only be executed by those who are listed on the *Expenditure Approval/Signature Authority Matrix* (reference Appendix A). No one may obligate the University, or establish any contractual obligation on behalf of the university, without the express written consent of the President and/or Chief Financial Officer (CFO).

B. Leases or agreements involving real estate can only be executed by the President and/or CFO. And these transactions must be reported to the Board of Trustees.

4. Compliance With Governing Laws and Directives: When conducting purchasing and contracting activities, BSF makes every reasonable attempt to comply with the provisions of the *Uniform Commercial Code (UCC)*, the *Federal Acquisition Regulation (FAR)* and other applicable Federal and State directives. Prior to executing a purchase order (PO), or entering into any agreement/contract, BSF will attempt to ascertain that the vendor also complies with the above guidelines. And BSF will, to the best of its' ability, monitor the vendor's performance, as it relates to these governing directives, for the duration of the relationship.

5. Code of Ethics and Professionalism: BSF is entrusted with a special responsibility to exercise sound fiscal control over the proper expenditure of University funds and other resources. High exemplary standards must be maintained when conducting all business transactions. Any employee involved, either directly or indirectly, in purchasing and contracting activities must:

A. Take into consideration the best interest of the University as well as following established policies, procedures and related protocols.

B. Strive for the highest degree of honesty, integrity and professionalism when conducting any business transaction.

C. Avoid participating in any procurement business decision when a conflict-of-interest, or the appearance of such, exists or may exist. All procurement activities must be conducted at "arms-length" between the University's employees and its' vendors.

D. Reject any and all gifts, gratuities, commissions, or other monetary or non-monetary rewards that may be offered by any vendor, or agent thereof, except as specifically authorized.

E. Be timely and efficient in responding to all requests for assistance, and establish a collaborative relationship with the requestor.

F. Be receptive to advice and suggestions from members of the University community, and render sound professional advice when requested and appropriate.

G. Foster a collegial business relationship with the vendors and other business associates. And accord them professional courtesy and respect, and recognize that their time is valuable. Avoid frivolous or wasteful requests and transactions.

H. Support and participate, to the maximum extent possible, professional development. And, stay abreast of trends and technologies that may impact the business operations of the University.

6. Conflicts of Interest: Business transactions and relationships between University employees, and/or its agents, contractors, trustees, students, alumni, partners or any other individuals that may give rise to the appearance of impropriety or inappropriate activities must be avoided. A conflict of interest occurs when financial, or other monetary or non-monetary considerations, lead to a compromise of the person's objectivity, integrity or judgment when making a decision on behalf of the University; and/or their ability to perform their responsibilities in an ethical and above-board manner. These conflicts of interest can take place when one of the individuals listed above, or a member of that person's family, or a personal friend, has a vested interest in the activity or transaction. The arms-length rule, as mentioned previously must be the guiding principle in all such activities or transactions.

7. Kickbacks:

A. University members who are performing purchasing/contracting activities for, or on behalf of, the University must not solicit and/or accept personal gain from any procurement transaction.

B. "Kickback" as used in this paragraph means receiving any money, fee, commission, credit, gift, gratuity, item of value, or compensation of any kind which is provided, directly or indirectly, to any person or organization associated with the University (to include family

members and business associates) for the purpose of improperly obtaining or rewarding favorable treatment in connection with a purchase, contract or any other similar transaction.

C. It is worthy to note that the Anti-Kickback Act of 1986 (41 U.S.C. 51 -58) and corresponding FAR (52.203 -7) prohibits, when using U.S. government funding, any person from:

- Providing (or attempting to provide) or offering to provide any kickback;
- Soliciting, accepting, or attempting to accept any kickback; or
- Including directly or indirectly, the amount of any kickback in the contract price.

D. The Act imposes criminal and civil penalties on any person who, when using federal funding, knowingly and willfully engages in the prohibited conduct addressed above (FAR 3.502 -2 (b) and (c)).

8. Gifts, Commissions, Entertainment and Services: Gifts, cash, materials-in-kind, commissions, entertainment, services and anything else of value are typically not accepted from, or offered to, individuals doing business, or seeking to do business, with the University. It is understood that the giving or receiving of gifts, meals, entertainment and other services can be respectable ways of building and maintaining legitimate business relationships. However, before accepting or giving a gift, the transaction must meet the following guidelines.

A. The giving of a gift is based upon a customary occasion (i.e. get-well, birthday, Christmas, promotion, etc.). The test is whether the giving of a gift, and the gift itself, gives the appearance of impropriety.

B. The giving of the gift does not imply, or impose, any sense of obligation on the part of the University or the vendor.

C. The giving of a gift does not result in any special favor or preferential treatment.

D. Major gifts made on behalf of a vendor to the University may be accepted provided such gifts are for unrestricted use; and that no commitment, agreement, or promise is made to obligate the University to perform in a specified manner. All such major gifts must be properly recorded with the University Advancement Office, and must comply with their governing policies.

9. Foreign Corrupt Practices Act: As a general matter, the anti-bribery provisions of the *U.S. Foreign Corrupt Practices Act ("FCPA")* make it unlawful to bribe a foreign official for the purpose of obtaining or retaining business for, or with, or directing business to any person, or for the purpose of otherwise securing an improper advantage. Although this basic prohibition against bribery is relatively straightforward, the terms used in the FCPA have special definitions that make the statute broader than it initially seems. The University complies with the FCPA in its dealings with foreign officials, as that term is defined in the law. The University requires all of its' employees to comply with the FCPA as well, and expects them not to take any action that could cause GGU to not to be in compliance with the FCPA. The CFO is responsible for ensuring compliance with the FCPA.

.

10. Non-Discrimination: The University does not discriminate on the basis of race, religion, color, sex, age, sexual orientation, national origin, martial status, or disability.

11. Supplier Diversity: GGU is committed to maintaining an equitable and competitive business environment. As part of this commitment, we adhere to a comprehensive non-discrimination policy. We strive to insure that all suppliers large and small, to include woman-owned, minority-owned, veteran-owned and HUBZone certified businesses have a full opportunity to compete for University business. The Materials Manager serves as the liaison between diverse suppliers and all University staff who have procurement responsibilities, continually reaffirming our commitment to diversity.

12. Sweatshop Labor: The University strongly encourages companies that it does business with to pay their employees decent and honest wages, and to maintain healthy and humane working conditions (within and outside of the United States). When possible, the University will not purchase products that are manufactured under sweat-shop conditions, and will not knowingly do business with firms who support or condone these practices.

13. Buy American: BSF strives to provide the very best products and services based upon pricing and other factors that can affect the transaction. When possible, American-made products will be specified above all others.

14. Recycled Materials: BSF makes every effort to stay aware of environmental concerns when purchasing products for the university. The guiding principles for this are:

A. Whenever possible, from an operational and economical standpoint, recycled materials will be specified when placing an order.

B. And materials destined for disposition will be recycled by the University in accordance with governing directives. Every member of the department is encouraged to properly dispose of all materials in keeping with our goal of recycling as much material as possible.

SECTION 2 – UNIVERSITY PURCHASING CARD (P-CARD)

16. Definition: The Purchasing Card is a convenient and efficient tool that many organizations use to handle routine purchasing and business transactions. Rather than use a purchase order (PO) for small-dollar transactions, a P-Card is used. It functions just like a regular consumer credit card; however, it has a variety of user requirements as well as spending and reconciliation controls.

17. P-Card Program Office: BSF is designated as the *P-Card Program Office* for the University; and in conjunction with the Finance Department, they are charged with managing and controlling all P-Card operations. Based upon the approvals of the applicable budget authority, supervisor, and the P-Card Program Office, a card will be issued, or an out-of-pocket (OOP) expense account established, by the P-Card banking institution.

18. Program Administrators: The Program Administrators (PA) are responsible for managing the program and for issuing and controlling the assigned cards and OOP expense accounts.

A. The PAs have the authority to issue and suspend cards, review all University reports and documentation, and assist in establishing the card-control criteria. The PAs also insure that P-Card statements are regularly reviewed by card-holders and approved by supervisors, conduct user training sessions and drop-in labs, and follow up with card-holders and the schools and departments as needed to resolve issues.

B. The PAs also regularly monitor program spend activity, and can request information from card-holders concerning specific purchases. They can also immediately suspend card usage if they see suspicious spending activity taking place. Card privileges will be reinstated after discussing the activity with the card-holder and Approver and determining that the spending activity is valid.

19. Responsibilities: The budget authorities, supervisors (called Approvers) and card holders all fill an important role in the P-Card Program.

A. Budget Authorities are responsible for:

- Approving the P-Card application for members assigned to their unit(s).
- Designating spending limits and parameters.
- Specifying the budget account codes to be charged.
- Reviewing their P-Card statements, reports and budgets monthly to insure that the charges made by their assigned employees are proper, and that the expenditures do not exceed the budget amounts.
- Complying with the requirements set forth in this policy.
- Counseling their employees on any improper use of the card and insuring that corrective actions are taken.
- Notifying the P-Card Office of those employees who are departing, or who no longer require a P-Card.

B. Supervisors (Approvers) are responsible for:

- Recommending to the budget authority those employees who require a P-Card.
- Identifying the spending limits and parameters.
- Identifying the budget account codes to be charged.
- Reviewing their P-Card statements, reports and budgets monthly to insure that the charges made by their assigned employees are proper, and that the expenditures do not exceed the budget amounts.
- Complying with the requirements set forth in this policy.
- Counseling their employees on any improper use of the card and insuring that corrective actions are taken.
- Notifying the P-Card Office of those employees who are departing, or who no longer require a P-Card.

C. Employees are responsible for:

- Properly controlling and safeguarding their assigned P-Card(s).
- Knowing, and adhering to, the spending limits assigned to their P-Card.
- Complying with the requirements set forth in this policy.
- Only charging products or services that are required to support their duties.
- Obtaining the best possible price for each purchase.
- Insuring that all products purchased, or services rendered, have been received.
- Reviewing their P-Card statements at least monthly to insure that the charges made are proper.
- Notifying the P-Card Program Office of any vendor problem.
- Counseling their employees on any improper use of the card and insuring that corrective actions are taken.
- Reporting a lost or stolen card in accordance with the requirements set forth in this document.

20. P-Card Application and Issuance:

A. Enrollment in the P-Card Program is made via the *Purchasing Card Application* form. This form must be completed by the applicant and the required "approvals" must be obtained before a request is made to the bank to issue a card. The controls and authorization for issuing cards to GGU employees are governed by the bank's credit-approval requirements.

B. Upon receipt of a properly completed and approved *Purchasing Card Application,* BSF attempts to process it and submit the information to the issuing bank within 5 business days. And it typically takes the bank 7 to 10 business days to issue the card.

C. The P-Card is based solely on the University's line-of-credit with the banking institution. There is no impact to the employee's credit rating.

D. Employees may only be issued one P-Card for use. An additional card, or cards, may be issued to an employee for special projects (a Project Card). These cards must be returned to the P-Card Program office when the credit limit assigned to the card is exhausted, or the program that required the use of the card has ended. P-Cards cannot be issued to non-GGU personnel.

E. For accountability and control, P-Cards must be assigned to a specific employee. "Generic" cards cannot be assigned to an organization. Nor can cards be "shared" or assigned to multiple employees. And P-Cards are only issued to GGU employees (and in some cases students when approved, and as needed for official student government functions). P-Cards cannot be issued to contractors, consultants, vendors, family members of GGU employees or any other individual.

21. P-Card Use:

A. The P-Card is to be used for official University business transactions to include: supplies, travel, and other authorized business expenses.

B. Purchasing cards are a fiscal resource of the University and as such they must be properly safeguarded and controlled at all times. Employees cannot lend or assign their card to other individuals, to include other GGU employees. And employees must only use the card that is assigned to them. Lost or stolen cards must be reported to the bank immediately (using the reporting contact telephone number that is listed on the card and card materials), and the loss or theft must also be reported to a PA within business day.

C. The P-Card may be used to purchase any single item, or multiple items, with a total cost of $1,000 or less. This includes sales tax, shipping, delivery, installation and any other ancillary charge that makes up the transaction. And, if the merchant accepts credit cards, the employee must use their University issued P-Card and should not use their own personal credit card.

D. Transactions that require a contract or a written agreement are typically executed via a PO. These transactions must be routed through BSF first. Only the President or CFO, or designee, may enter into a contractual obligation on behalf of the University.

E. Use of the P-Card is restricted to authorized GGU business only. Use of the P-Card for personal transactions is only allowable when the personal transaction is embedded in, or part of, an official business transaction and the P-Card account is linked to the employee's personal checking or savings account.

F. Any unauthorized use of the P-Card, including the use of the card for personal transactions or repeated failure to review the statement within the prescribed timeline, or failure to comply with any other P-Card policy, will result in the employee's card being suspended or revoked and may result in other disciplinary action. An employee who has had his or her card privileges suspended or revoked will not be authorized to incur expenses on behalf of the University, nor will they be eligible for reimbursement of OOP expenses.

22. Unauthorized Transactions: Assuming the transaction threshold amount detailed above is followed, the P-Card can be used for all types of merchandise and services except for the following:

A. Technology (computer hardware, software, license agreement, audio-visual, etc) unless previously coordinated through and approved by ITS.

B. Furniture and business equipment unless previously coordinated through and approved by BSF.

23. Cash Advances: The use of the P-Card is intended to eliminate the need for cash advances. However, exceptions can be made for specific short-term business needs.

A. A letter explaining the reason(s) for establishing cash-advance privileges for a card-holder must be submitted through BSF for coordination. The letter must also specify the time-period in which the card holder requires this privilege and the anticipated amount of cash that will be withdrawn. The cash-advance option can only be approved by the Controller or CFO.

B. Prior to enabling the cash-advance feature, the card-holder must link their personal bank account to their P-Card account. And the link between accounts must be verified by the PA, and then remain in force any time the cash-advance privileges are in effect.

C. The cash-advance threshold is not normally to exceed $500 per day.

D. Card-holders must review and reconcile their cash-advance withdrawals in the same manner as prescribed for any other transaction. The back-up documentation or receipts for all purchases associated with a cash-advance transaction must be included with all other statement receipts submitted as part of the cardholder's monthly statement review.

E. Withdrawing excessive amounts of cash, failing to maintain the link between the P-Card and card-holder's personal bank account, and/or failing to properly review and reconcile each cash advance withdrawal will result in the immediate suspension of all P-Card privileges; and may also result in further disciplinary action.

24. Out-of-Pocket (OOP) Expense Reimbursements:

A. Out-of-Pocket reimbursements are only made only for those transactions for which the use of the P-Card is not practical or possible. Some examples of these reimbursements are: bus or cab fare, gratuities, highway tolls, parking, or when a merchant does not accept a credit card.

B. Unless there is a situation in which the P-Card is not accepted by a vendor, or the use of the P-Card is not practical, employees may use their own cash for University business transactions and then claim that amount as an OOP reimbursement.

C. All OOP reimbursements will be paid electronically via the P-Card Program to the employee's personal bank account. The University does not issue checks for reimbursable amounts.

D. To be reimbursed for an OOP expense, the employee's P-Card/OOP Expense account must be linked to their personal bank account. The amount owed by the University to the employee will be automatically deposited to this account following the end of the P-Card statement approval period.

E. The OOP reimbursement can only occur if the employee's personal bank information has been entered correctly prior to the review period ending for that statement cycle. Employees who do not have their personal bank information entered will not be reimbursed for their expenses until after it has been entered. Employees who have entered OOP amounts but do not have their personal bank information entered prior to the time of disbursement will need to enter their amount(s) again during the next statement cycle, in order to be reimbursed.

25. Spending Controls: P-Card accounts are established using a variety of credit limits and spending controls. The card-configuration for each employee is approved by the employee's supervisor (Approver) and budget authority.

A. Credit Limits – A variety of credit limits can be employed. The basic limit is the total amount a card-holder may charge during each cycle period. In addition to this, other limits can be established to include: the number of daily or monthly transactions; a maximum dollar limit for each day; and a maximum dollar limit for each transaction. Credit limits are requested by the card-holder's supervisor and must be approved by the PA. A monthly credit limit of $10,000, or more, must be approved by a PA and the Controller.

B. Merchant Restrictions – In addition to credit limits, the card-holder can be restricted from using various merchants or merchant-types. Card-types are requested by the card-holder's supervisor and must be approved by the PA. These categories are specified via the "Card-type":

- GGU1 – is used for routine purchases such as office supplies, copy jobs, and catering.
- GGU2 - includes GGU1 transactions plus travel, hotel and meals.
- GGU3 - includes GGU1 transactions plus facility services such as utilities, custodial, repairs and maintenance.
- GGU4 - includes GGU3 transactions plus travel, hotel and meals.
- GGU5 - there are no merchant restrictions.
- GGU6 - is used as a declining balance card, which does not have a monthly limit and instead has a single dollar amount associated with it. This allows the card-holder to continually use the card until the dollar amount has been exhausted.

26. Statement Review and Approval:

A. P-Card statements must be reviewed and reconciled monthly. Card-holders have a total of six days (including a three-day grace period) to review and submit their statement electronically to their Approver. Card-holders who will not be able to review their statement within the required time need to contact the PA to make alternative plans for review.

B. Approvers have five-days to electronically approve/disapprove their card-holders' statements. Approvers who will not be able to approve their cardholders' statements within the required time need to contact the PA to make alternative plans for approval.

C. On-line statement review is required for all statements that have one or more transactions. Card-holders who are not able to review their statement on-line, will need to follow-up with the PA and submit a "manual" review in order to complete the statement review process. A manual review consists of a printed copy of the statement that has been signed by the card-holder as proof of having been reviewed and to confirm that the statement charges are accurate. Card-holders who do not review their statement on-line, or follow-up with a manual review, can have their P-Card privileges suspended until the statement review process has been completed. Statement review is not required for statements that have no transactions or a "zero" balance.

D. On-line statement approval is required for all statements that have one or more transactions. Approvers who are not able to approve their card-holder's statement on-line, will need to follow-up with the PA and submit a "manual" approval in order to complete the statement approval process. A manual approval consists of a printed copy of the card-holder's statement that has been signed by the Approver to show that the statement has been approved and the charges were authorized. The card-holder's P-Card privileges can

be suspended if the Approver does not approve the card-holder's statement on-line, or follow-up with a manual approval. The card-holder's P-Card privileges will be reinstated only after the PA has been able to verify that the charges appearing on the statement were authorized. Statement approval is not required for statements that have no transactions or a "zero" balance.

E. Card-holder statements (with transactions) that were not reviewed on-line or approved on-line will need to be followed up with a manual review and a manual approval. Cardholders whose statements were not reviewed and not approved will have their P-Card privileges immediately suspended until it is determined that there are no problems, and that the charges appearing on the statement were valid and authorized. A copy of the cardholder statement, signed by both the card-holder and Approver, will need to be forwarded to the PA prior to the card being reinstated.

F. Card-holders who find unauthorized charges on their statement need to "dispute" the charge by indicating it on their statement, and following the directions given based on the reason for the dispute. The card-holder must also follow up with the banking institute until the transaction has been credited or the issue has been resolved.

G. Cardholders and Approvers are strongly encouraged to review their accounts frequently throughout the month to insure that there are no unauthorized transactions.

27. Receipts and Statements:

A. Receipts must be submitted for any transaction that exceeds $75.00 (for charges and out-of-pocket reimbursement claims). Receipts must be submitted to the Approver for review not later than one business day after the review period ends. The Approver must forward all receipts to Accounts Payable not later than one business day after the approval period ends. Employees should use the *Purchasing Card Receipts Envelope*.

B. If a required receipt is not available, then for each "missing" receipt the card-holder must submit a written statement in lieu of the receipt. The statement must summarize the specifics of the transaction to include: card holder's name and unit of assignment, date of the transaction, merchant's name, description of the item-services purchased, and the cost). The statement must be signed by the card holder and then is processed in accordance with paragraph 9A above.

C. In addition to the receipts mentioned above, a copy of the monthly statement must also be submitted to the Approver not later than one business day after the review period ends. The Approver must forward these statements (and the receipts mentioned above) to Account Payable not later than one business day after the approval period ends.

28. Vehicle Use and Mileage Reimbursement:

A. Employees, when using their privately owned vehicle (POV), can file for "mileage" reimbursement (the amount varies each year based upon rulings from the IRS) via their OOP account.

B. The mileage reimbursement covers vehicle wear-and-tear, fuel, oil and insurance. Employees driving their POV, a rental car, or GGU vehicle can also claim other related expenses such as bridge tolls and parking fees.

C. Parking tickets, traffic tickets, fines, towing charges and other related penalties for violations are not reimbursable.

D. Mileage reimbursement, as well as claims for parking fees, tolls and other related expenses, are not authorized for routine daily travel to-and-from the employee's normal place of work except: when required to make an additional trip to work on the same day; or when traveling to multiple GGU locations or other required business locations on the same day.

E. Employees cannot claim mileage reimbursement when driving a GGU or rental vehicle. However, if you need to refuel a GGU or rental vehicle, these costs can be charged to your P-Card.

29. Non-Approved Transactions and Disputes:

A. If the Approver does not approve a transaction, then the Approver and the applicable employee must discuss the issue. If a transaction is not approved, the employee's personal bank account will be debited for the amount in question.

B. Card holders may also dispute a charge transaction by following the procedures that were issued by the bank when the card was issued. A PA must also be notified as soon as possible for any dispute.

30. Project Cards:

A. A Project Card is issued to an employee for a specific project that has an approved budget associated with it. And Project Cards are assigned for a definitive period of time (not longer than one fiscal year). Project cards are typically only issued for approved Capital Projects.

B. These cards are issued and "built" using the parameters detailed in this document for regular P-Cards. A predetermined starting budget amount will be assigned to the card and the card will function as a declining balance card. Meaning that as each transaction is posted; the amount is subtracted from the starting budget. Once the remaining budget assigned to the card reaches a zero-balance, the card expires.

SECTION 3 – PURCHASE ORDERS AND CONTRACTS

31. Requirements:

A. Routine business purchases under $4,999 are normally handled via the University P-Card.

B. A Purchase Order (PO) is required for any transaction that exceeds a total of $5,000 (including tax, freight, delivery, assembly, installation, and any other related charges for the transaction).

C. Purchases in excess of the $4,999 threshold must be made via a University PO. However, regardless of the dollar threshold, the following transactions are exempt from the PO requirement:

- food-and-beverage service
- insurance
- office supplies ordered through the University's desktop delivery program
- purchases made through the University bookstore
- reprographic services for class materials (copying, binding, etc.)
- travel related charges (airfare, lodging, meals, conference expenses, etc.)
- utilities (electrical, water, telephone)

D. BSF generates a PO based on the approved Purchase Request (PR) from the requesting organization. The PR can be generated manually (via paper form) or electronically via the financial system, email or any other medium. The budget authority that has responsibility for the funds being expended for the purchase must approve the PR before the order will be placed.

E. An existing PO must be updated via an addendum when there are significant material changes to the order (item, timing, shipping address, etc.), or when there is a price change and this change exceeds the previously approved amount by 10% of the PO total or $500 whichever is greater.

F. A Blanket Purchase Order (BPO) is typically generated to accommodate multiple purchases to a specific vendor during the fiscal year. The BPO precludes the need to prepare a separate PO for each transaction. In essence it is an "open-ended" agreement with a vendor for a specified period of time and/or a specified dollar amount. A BPO may remain open for a maximum of 12 consecutive months. All BPOs for a fiscal year expire on June 30th of each year and must be re-generated if the requirement continues into the new fiscal year.

G. An After-The-Fact Purchase Order (ATF) is one that is generated after the products/services have been received. While an emergency situation may require the need for an ATF transaction, this type of purchasing activity is normally not permitted because the funds for the transaction are committed before they have been encumbered.

H. The University PO Terms-And-Conditions (TOC) are detailed at Appendix B.

32. Purchasing Process:

A. BSF will use the financial system to generate, issue, track, receive and otherwise control all University purchases submitted for processing.

B. Generally, BSF will handle all purchase transactions with the requestor and the vendor. However technology related purchases (hardware, software and maintenance agreements) must also be coordinated through, and approved by, the Information Technology Services (ITS) Department. And all purchase requests for marketing/advertising must be coordinated through, and approved by, the Marketing and Communications (MARCOM) Department. And, all furniture and equipment (non-computer hardware) must be approved by BSF prior to placing the order.

C. The approved PR must be submitted to BSF for processing. BSF will use the information contained on the PR to generate the PO. This includes selecting the appropriate vendor, if none is specified on the PO, confirming the product availability, pricing, delivery and any vendor terms and conditions. BSF will typically prepare the PO and submit it for signature approval in accordance with the requirements specified on the *Expenditure Approval and Signature Authority Matrix* (Appendix A) within three business days of receipt of the PR.

33. Vendor Selection:

A. The University makes every effort to deal with those vendors who are competitive in the marketplace, who can provide the products and services that are needed, and who adhere to ethical business practices and standards.

B. The University also seeks to do business with small, disadvantaged, woman-owned, veteran-owned and minority firms when possible.

C. The vendor who submits the lowest bid should normally be selected. However, the lowest bid is not the only criteria to use when making a purchasing decision. The total purchase cost must also be considered. This includes things such as: the vendor's ability to perform and deliver as promised; vendor reputation and trade references; experience in performing similar services or the ability to provide the required products; timing; follow-on service and support; and billing compliance and administrative support.

D. Before the University enters into a purchase agreement with a vendor, the vendor must submit a *Vendor Profile.* At a minimum, the vendor must provide their tax identification information as required by law.

E. Some vendors may also require a credit application as part of the purchase/contract process. All credit applications must be routed through the CFO, Controller or Director of BSF for coordination and signature. In lieu of submitting a credit application to a vendor, or prospective vendor, the University typically submits a *Business Information Data Sheet*.

34. Quotes & Bids:

A. The solicitation of quotes and bids is a method used to insure that the University pays the best competitive price for the products and services it receives. Three verbal quotes are typically obtained for transactions that exceed $50,000. And three written quotes for those totaling $100,000 or more.

B. The documentation of the quotes and/or bids will be made via the Purchase Requisition form, letter, email message, or in the case of verbal quotes and/or bids, a note/memo for record will suffice. These documents are normally attached to the PO.

35. Request for Proposal (RFP):

A. The University normally issues a formal *Request for Proposal* for transactions that are expected to exceed $250,000 (or as directed by the *Federal Acquisitions Regulation* or any other governing directives).

B. The GGU RFP template (Appendix C) should be used as the starting point for developing the specific RFP document. Include as much detail as possible. Complete documentation of the RFP process will be maintained as part of the transaction-project file.

36. Scoring the RFP:

A. The RFP must include the evaluation criteria for scoring the RFP. This typically includes the following major points that will be considered (but not necessarily listed in the order of importance):

- Thoroughness in response to each objective
- Ability to provide the required products/services
- Expertise in completing similar projects
- Performance philosophy, commitment to excellence and sustainability
- Ability to complete this project in the time specified
- Complies with the RFP format – answers all questions
- Unit and total cost
- Input from references and reputation
- Ability to fit with the GGU community (how we all “click”)

B. The scoring computations and the outcome(s) will be documented via letter/memo and maintained with the transaction-project file.

C. The competing vendors/firms should be notified of the RFP selection outcome via U.S. Mail and/or email in accordance with the timing contained in the RFP. The notification documents should also be maintained in the transaction-project file.

37. Project Charter:

A. For Capital Projects, in addition to the RFP, a Project Charter must also be prepared. A sample Project Charter is at Appendix D.

B. The Project Charter is a document that is used primarily by organization responsible for the project along with the applicable senior staff, the CFO along with the Finance and Budget Offices to track the project from inception to conclusion. This document helps to insure that project goals, objectives and milestones are met, and that the project budget and source of funds are clearly identified.

17. Sole Source Procurement –

A. A sole-source purchase is defined as a purchase that exceeds the dollar threshold for bidding, but bids are not solicited and one exclusive vendor is identified in advance and used for all facets of a particular purchase transaction.

B. If a sole-source purchase is used, or required for operational reasons, then the individual requesting the sole-source transaction should justify such in advance, stating the reasons for using the vendor. The authority for authorizing a sole-source transaction rests with the Director of Business Services & Facilities or designee.

18. Receiving – BSF is responsible for all receiving activities for the university. This includes verifying that the products/services have been received and are correct (based on the PO requirements), confirming serial and identification numbers, updating the PO and Fixed Asset Records as required, and delivering the products to the requesting organization. For purchases made via the university P-Card, the person generating the transaction (the P-Card holder) is responsible for insuring that the products/services have been received.

19. Deposits and Payments –

A. The Finance Department is typically responsible for making all vendor payments associated with PO transactions. Invoices will be sent to Accounts Payable (AP) for processing.

B. Before payment is made, the products must be delivered and received and/or the services performed. However, there may be instances when a deposit is required (typically for custom-type orders) or when a pre-payment is required (this is an accepted business practice when using a vendor for the first time). In these cases an advance payment can be made but the amount paid cannot exceed 50% of the PO total. The PO must be annotated to reflect that a deposit and/or pre-payment was made.

C. For some projects, a “retention” amount is established. This amount, normally 10% to 25% of the PO total, is “retained” by the University and not paid to the vendor until the satisfactory completion of all requirements established by the PO, or contractual agreement have been met and verified by the University. The Director of BSF, or designee, will authorize the payment of the retention amount.

20. Fixed Assets -

A. The University’s non-real property is divided into two major categories:

1. Non-Capital Assets – Any singular piece of furniture, equipment, computer hardware, computer software, or computer license agreement that has a total cost of

$4,999.99 or less (including tax, shipping, freight, delivery, and installation).

2. Capital Assets –

   a. Any singular piece of furniture, equipment, computer hardware, computer software, or computer license agreement that has a total cost of $5,000 or more (including tax, shipping, freight, delivery, and installation).

   b. Any combination of furniture, equipment, computer hardware, computer software, license agreements, and similar type items that are purchased at approximately the same time, and are placed into service in support of a single defined Capital Project. For example if a Capital Project calls for a computer lab to be built-out, then all construction costs, and the costs of all furniture and equipment purchased for the project, can be capitalized as a single Capital Asset regardless of the $5,000 threshold for each single piece.

   c. Monthly purchases of library books and microforms are also considered capital assets regardless of the monthly dollar amount.

B. Capital Assets are tracked via a Capital Asset Inventory Control Tag. These tags are affixed to each item as they are received by the BSF Purchasing Office. Asset inventories should be performed periodically to verify the location of all assets in the asset tracking system.

C. A Capital Asset inventory is maintained in GGU ASSETS (the Oracle Assets database). Assets are updated on a monthly basis based on General Ledger reports that are generated by the Finance Department. The acquisition and disposition of all Capital Assets must be documented and reported to the Finance Department in accordance with applicable accounting requirements.

21. Asset Control -

A. All University capital assets must be properly secured, serviced and cleaned. All property must be used for its intended design purpose, and must not be used for non-official business purposes.

B. The Budget Authorities are responsible for the control and use of all assets assigned to the members of their organization.

C. University owned property can not normally be removed from the University premises without the prior written authorization from ITS for computer equipment, and BSF for all other assets.

D. Laptop computers, or other Capital Assets, that are assigned to individual employees may be removed from the campus for use at home, while traveling, etc. However, these items must be properly safeguarded at all times, and must be returned to the issuing unit when no longer needed, or prior to the employee's last day of employment, or as requested by

ITS and/or BSF. Employees who fail to maintain proper control of University assets, or who damage University assets, may be held liable for the repair or replacement cost, or may face other disciplinary action.

E. In all cases, BSF must be notified if any University property is removed. The individual taking the property must insure that the item(s) is/are property controlled and safeguarded at all times; and she/he is liable for any loss or damage that may occur.

22. Disposition of Fixed Assets - University property that is obsolete, or no longer needed by a department, must be returned to ITS (for computer equipment) or to BSF (for all else) They will dispose of the excess/obsolete equipment the following sequence.

A. BSF will verify that the item is no longer needed by the unit of assignment. If is it not, an attempt will be made to re-cycle the item to another unit for use.

B. BSF will determine the life-cycle status of the item. If the item has been fully depreciated, and is not needed by another unit, or is no longer serviceable, a determination will be made if the item should be temporarily stored for future use, or if the item can be cannibalized for parts that can be used to maintain other like items.

C. If the item and/or its' parts are no longer needed, or if all of the useful parts have been removed, and if the item has been fully depreciated, then the item can be removed from the university inventory.

    1. These items should be recycled to the maximum extent possible. They can be donated to another non-for-profit organization, or sold to a jobber or other similar type organization, or recycled through the City's recycling opportunities. University employees may be allowed to purchase these items for the prevailing fair-market-value (FMV) cost. The funds from the proceeds of any such sale will be deposited to the BSF Reimbursement account.

D. The disposition of all Capital Assets must be properly recorded. BSF must be notified prior to disposition. The notification must include: the GGU Asset Number; disposition method (sale, donation, et.); the name of the person or entity who will acquire the asset; the transaction action amount (if the item is sold), along with the account number to which the transaction is booked; and the date of transfer. Any updates made to GGU ASSETS in regards to disposal needs to first be approved by the Finance Office.

23. Replacement Life-Cycles – Items that are broken, unsafe or unserviceable should be removed from service as soon as possible. The problem should be corrected, and the item placed back into service. Failing that, the item should be removed from the active inventory. Furniture and equipment is usually replaced as follows:

ITEM	REPLACEMENT TIMELINE (YEARS)
Bookcases	15
Cabinets (file, storage, etc.)	15
Chairs (classroom)	7
Chairs (side, lounge)	10
Chairs (office task)	7
Computer Equipment	3-7*
Copiers	5

Lockers	20
Lounge (couches, side-chairs, etc)	7
Office (desk, credenza, etc.)	15
Specialized Equipment	Varies
Tables (classroom)	7
Tables (other)	15
Workstations	15
* Depends on end-user requirements, technology advancements, etc.	

24. Guidelines for Purchasing Furniture & Equipment - The following guidelines must be considered with purchasing any new or replacement furniture and equipment. While each purchase, and application-installation, is unique, following these guidelines helps to insure that the university acquires the best products at the best possible price.

A. Codes - The item must meet all applicable fire, safety and building code requirements.

B. Ergonomic Considerations - The University makes every reasonable attempt to specify items that are designed to embrace the standard ergonomic guidelines. Employees and students who have specific needs (as verified by Human Resources and/or Student Services) will be accommodated as quickly and practicably as possible.

C. Durability-Quality - The item must be durable and offer quality construction. Trade publications, buying guides and independent testing evaluations should be used to verify such.

D. Application - Insure that the correct item is selected for the specified application.

E. Comfort-Practicality - Depending on the product, it should be easy-comfortable to use and offer a practical solution for the need at hand.

F. Aesthetics-Image - Non-technology items must follow the *Facility Standards* (type, style, color, texture, etc.). Doing so will provide items that are aesthetically pleasing and follow, or enhance, the university's image and landscape.

G. Cost Effectiveness - Verify market prices, discounts, and trade-consortium buying contracts.

H. Maintenance and Supplies - All items should be easily serviceable (using in-house resources if possible), or the maintenance costs when using outside service should be reasonable. The costs of consumable supplies can be significant. These must also be factored into the total cost of ownership.

I. Extravagant Purchase - The University does not typically buy the "high-end" (most costly) products unless there is a specific operational need to do so.

J. Vendor Reputation - Verify the vendor's reputation for all areas (providing the product, delivery, installation, follow-on support, billing, etc.). And determine how disputes are handled.

K. Ordering Process - Dealing with the factory typically generates the best purchase cost savings, but it may be difficult to obtain follow-on service or adjustments. And the use of

brokers typically adds to the cost. Dealing with a vendor, or factory representative, is the most common method for executing the transaction

25. Funding for Furniture and Equipment - Each organization is responsible for funding the acquisition and repairs of their assigned furniture and equipment. BSF is also responsible for all common-area furnishings and equipment to include: classrooms, hallways and hallway lobbies, outdoor patios and break areas, conference rooms and lounges (those that are not embedded within a specific organization's suite).

26. Leasing - The University typically does not lease furniture. However, leasing equipment (e.g. computer hardware, copiers, etc.) and vehicles is a customary business practice. The business considerations (cost, tax and related financial implications) for leasing versus purchasing must be determined before a decision is made to lease.

A. The duration of each lease varies, but normally the following time lines will be followed:

1. Computer hardware (and related technology equipment): 36 months

2. Copiers: 60 months

3. Vehicles: 36 months (and 12,000 to 15,000 miles per year)

B. Leased property must be controlled in the same manner as that for all university Fixed Assets. However, leased equipment is not permitted to be removed from the university premises, and leased vehicles cannot be removed from the state.

C. All of the purchasing requirements detailed in this document also apply for leased equipment and vehicles.

27. Request for Credit – Only the CFO, Controller, Director of BSF and/or their designees can apply for credit, or open a business account, on behalf of the University. When doing so, the University will furnish a copy of the *Business Information Data Sheet* as the sole source of credit related information. This document will be updated periodically by BSF and is privileged information.

28. Insurance Requirements and Performance Bonding: Certain purchase/contracting activities may require that the service provider, vendor or contractor provide a performance bond and/or proof of insurance (Certificate of Insurance). The requirements for such will typically be specified in the agreement/contract or the *Insurance Requirements for Companies Doing Business with Golden Gate University* document.

28. Work Rules for Contractors: These work rules are designed to insure that all contractors, vendors or any other non-University personnel working on behalf of GGU are following prescribed safety, security, general operating and housekeeping protocols that all members of the GGU community are expected to follow. Contractors must be briefed by the controlling GGU unit on these protocols prior to starting their work. Failure to comply can result in the work being suspended and the contractor being barred from campus.

Appendix A

GOLDEN GATE UNIVERSITY

EXPENDITURE APPROVAL AND SIGNATURE AUTHORITY MATRIX

Rule	Contract or Purchase Amount (See Note #7)	Approves The Expenditure	Purchase Order Required	Signs Purchase Order	Signs Agreement, Contract, Equipment Lease, Vehicle Lease (See Notes #5 and #6 below)
1	**Less than $4,999**	Budget Authority	No. See Note #2 below. If the merchant does not accept the P-Card, then a PO can be used.	Director of BSF, Operations Manager or Materials Manager	Director of BSF, Operations Manager or Materials Manager
2	**$5,000 to $24,999**	Budget Authority	Yes. See Notes #3 and #4 below.	Director of BSF, Operations Manager or Materials Manager	Director of BSF, Operations Manager or Materials Manager
4	**$25,000 to $249,999**	Budget Authority and CFO or Controller	Yes. See Notes #3 and #4 below.	CFO, Controller or Director of BSF	CFO or Director of BSF
5	**$250,000 to $999,999**	Budget Authority and CFO or Controller	Yes. See Notes #3 and #4 below.	CFO, Controller or Director of BSF	President or CFO
6	**$1,000,000 or greater**	Board of Trustees	Yes. See Notes #3 and #4 below.	CFO, Controller or Director of BSF	President or CFO

NOTES:

1. The dollar thresholds identified above apply to single transactions and single and multi-year contracts and agreements.
2. The GGU P-Card should be used for all small-dollar purchase transactions (less than $5,000).
3. A Purchase Order (PO) is required for all transactions of $5,000 and above (including tax, freight, delivery, installation and any other ancillary charges) or when the P-Card is not accepted.
4. The following transactions are exempt from the PO requirement: service and support agreements; real estate transactions; travel related charges (airfare, lodging, meals, conference expenses, rental car, etc.); membership dues; subscriptions; library books; utilities; insurance premiums; court costs & fees; reproduction services for class materials (copying, binding, etc.); food-and-beverage service; GGU Bookstore transactions (typically for textbooks used in support of academic programs); items for resale. The P-Card can be used for deposits and payments in accordance with the terms of the agreement/contract; or payment may be made directly through Accounts Payable via check, EFT or other electronic means.
5. All real-property lease and sale transactions must be reported to the Board. The President or CFO will sign the applicable contract, agreement, documents.
6. All equipment and/or vehicle sale and lease agreements must be approved by the CFO and signed by the CFO or Director of BSF.
7. The funds for all transactions must be available in the applicable school-department budget.

OPERATIONS MANUAL - SIGNATURE AUTHORITY MATRIX - V4A - JANUARY 2016.xls

Appendix B

GOLDEN GATE UNIVERSITY (GGU) PURCHASING TERMS AND CONDITIONS

1) GOVERING LAW: All matters regarding this order shall be interpreted in accordance with the laws of the state of California, and any controversy that cannot be settled directly shall be settled by arbitration in accordance with the rules then prevailing of the American Arbitration Association, and judgment upon the award rendered may be entered in any court having jurisdiction thereof.

2) ORDERS, ACCEPTANCE AND CHANGES: GGU will not accept, or be responsible for, goods delivered, or services rendered, unless a valid PO has been issued to cover the order. Acceptance of our order is expressly made subject to the terms and conditions contained herein. This purchase order is the final, complete and exclusive statement of the agreement between GGU and Vendor/Merchant/Contractor. No terms, conditions, or understandings, usage of the trade, courses of dealing or agreements purporting to modify, vary, explain, or supplement this order shall be binding unless and until made in writing signed by GGU and Vendor/Merchant/Contractor. Any expenses incurred by unauthorized deviations will be charged to the Vendor. No waiver of any provisions shall constitute waiver of any other provisions.

3) LIABILITY: Vendor/Merchant/Contractor warrants that the goods and/or services furnished under this order will be produced and/or performed in accordance with all applicable Federal, State, County, and City, laws, regulations or governing directives. Vendor/Merchant/Contractor agrees to protect, indemnify, hold harmless, and defend GGU from all liability and expenses from any loss, damage, or injury to persons or property arising in any manner out of, or incidental to, the performance of this contract.

4) LIENS: Vendor/Merchant/Contractor agrees to indemnify and save GGU harmless against any all liens and encumbrances arising out of or in connection with the work performed hereunder, and to keep GGU's premises free from such liens and encumbrances.

5) WARRANTY: Vendor/Merchant/Contractor expressly warrants that all good and services supplied are free from defects, including latent defects, and that such warranty shall survive delivery and shall extend to GGU's customers whenever such defects are involved. Such warranty shall not be deemed waived either by reason of GGU's acceptance of the materials, articles, or services provided under this order or by payment for them. Defective items or services, or items not specified, represented, or shown shall be returned-for-credit, replacement, repair, or refund as designated by GGU at Vendor/Merchant/Contractor's expense including all transportation cost that may be incurred.

6) PATENTS-TRADEMARKS-COPYRIGHTS: Vendor/Merchant/Contractor warrants that GGU's use or sale of items furnished under ths contract, in the form in which furnished to GGU, will not infringe any valid United States or foreign patents, trademarks or copyrights. Vendor/Merchant/Contractor agrees to (1) upon purchased hereunder, and (2) indemnify and save GGU harmless against all liability, judgments, decrees, losses, damages, costs and expenses recovered against or sustained by GGU as result of any such actual or alleged infringement.

7) SUBSTITUTIONS: All goods provided, and/or services rendered, must be stated on this order. Substitutions may not be made without GGU's prior written consent. Unauthorized substitutions will be made entirely at Vendor's/Merchant's/Contractor's expense, including all transportation, and any other costs that may be incurred. GGU will not be responsible for losses in transit, or charges of any kind, resulting from refusal by Vendor to accept such returns.

8) PACKING AND SHIPPING: Goods must be shipped under the proper description to take advantage of the lowest possible transportation rates, and shall be packed to conform to carrier requirements. The Vendor/Merchant/Contractor will assume any additional transportation charges resulting from improper identification of the goods being shipped, or damage to or loss of the goods due to improper/insufficient packing. GGU reserves the right to route all shipments on which it pays transportation charges, either all or in part, The Vendor/Merchant/Contractor will be liable for all excessive transportation charges, and any other costs, resulting from failure to ship and/or route as specified except without GGU's prior written consent.

9) DELIVERY: Inside delivery for all orders is required. Vendor/Merchant/Contractor must notify GGU in writing before the goods are shipped if this not possible. GGU reserves the right to refuse any shipment, without charge, for which inside delivery services are not made available. Deliveries to shipping terminals under F.O.B. terms must be consistent with delivery policies applying to business within the Vendor's/Merchant's/Contractor's locality. If the Vendor/Merchant/Contractor renders free delivery within its locality delivery shall likewise be made to local shipping terminals without charge.

10) PRICING: Prices on this order are to be reduced to the lowest price at which the Vendor/Merchant/Contractor offers to sell, or sell, merchandise of the same description at or before time fixed in this order for shipment. Packaging, handling, shipping, freight, assembly, installation, and any other charges must be expressly slated in writing with price quotation, otherwise will not allowed.

11) ADVANCE PAYMENTS: GGU pays only for goods received or services rendered. However, in limited cases GGU may elect to pay in advance an amount equal to not more than fifty-percent (50%) of the order total when requested in writing by the Vendor/Merchant/Contractor. These pre-payments must be reflected on future invoices. And if the order is cancelled the full amount pre-paid must be refunded to GGU within 15 calendar days after order cancellation.

12) INVOICES: Render separate invoices for each order and submit to the attention of GGU Accounts Payable Department. Itemize all items separately, to include any freight, shipping, assembly, delivery, installation or ancillary charges, and show the unit cost for each item. Catalog, style, or part numbers, must be supplemented by a thorough description of the item(s) to permit prompt identification. Apply the applicable sales tax rate according to the shipping location. Do not invoice items not yet shipped.

13) PAYMENT: Payments terms are Net-30 unless changed in writing by the Vendor/Merchant/Contractor. Full payment for goods not yet delivered, or services not yet rendered, will not be authorized. GGU prefers to make payments via its' Purchasing Card (Visa or MasterCard as applicable). Payment under this order does not constitute final acceptance of goods, services, or other charges, and will be subject to deduction of any valid claim arising from this or any other transaction.

14) ASSIGNMENT: Shipments and billings made under a name other than the Vendor/Merchant/Contract specified hereon must indicate who shipment is being made through, and will be subject to all instructions, terms, and conditions of the original order.

15) INDEPENDENT CONTRACTOR: If the Vendor/Merchant/Contractor performs, or participates in, services or activities in connection with this order while on the property of GGU, and/or its customers or suppliers, the Vendor/Merchant/Contractor agrees that all such services or activities shall be on an independent contractor basis and that their employees or subcontractors performing such services or activities shall not be considered agents of, servants, or employees of GGU.

16) INSURANCE: If any work is performed on GGU premises, Vendor/Merchant/Contractor agrees to comply with GGU site directives and Insurance Requirements and to maintain at its' expense at a minimum the following insurance: Workers' Compensation; Employer Liability ($1,000,000 per occurrence). Public Liability-Bodily Injury [CGL] ($2,000,000 per occurrence). The CGL policy shall also include coverage for all the Vendor/Merchant/Contractor's liability under Paragraph 3 (Liability) with limits not less than those set forth above. Vendor/Merchant/Contractor shall not undertake any work on GGU premise unless and until it has secured the insurance set forth above and certificates of insurance confirming such coverage has approved by GGU.

17) CANCELLATION: Time is of the essence. GGU reserves the right to cancel this order, either all or in part, for failure to comply with anyone or more these provisions.

18) CONFIDENTIALITY: Vendor/Merchant/Contractor shall adhere to confidentiality policies set forth by GGU, Federal, State, County, and City laws to include the Family Educational Rights and Privacy Act (FERPA) (20 U.S.C. § 1232g; 34 CFR Part 99).

Appendix C

SAMPLE RFP

GOLDEN GATE UNIVERSITY

REQUEST FOR PROPOSAL

SF REMODEL PROJECT ~ PHASE 7
MASTER PLANNING & PROGRAMMING

November 14, 2011

GOLDEN GATE UNIVERSITY

Golden Gate University (the University) is a private, not for profit, educational institution founded in 1901 and traces its beginnings to the founding of the San Francisco YMCA. The fourth oldest private university in California, the University offers undergraduate and graduate programs of higher education through in-person, online, and blended format course offerings in Northern California, Los Angeles, California and Seattle, Washington. Its main campus is located in the heart of the financial district of San Francisco, California.

Golden Gate University prepares individuals to lead and serve by providing high quality, practice-based educational programs in law, taxation, business and related fields — as a not-for-profit institution — in an innovative and challenging learning environment that embraces professional ethics and diversity. The University supports this mission through the commitment and dedication of its community of students, alumni, professional educators, staff, trustees, and friends who create, facilitate and support the learning process. Its funding sources include tuition and fees, grants, contracts, gifts, bequests and investment income.

The University is accredited by the Western Association of Schools and Colleges (WASC) and its School of Law is accredited by the American Bar Association (ABA). Accreditations are required for participation in federal and state student financial aid programs, and the University is subject to periodic accreditation review by the WASC and the ABA.

MISSION STATEMENT AND VALUES

Golden Gate University prepares individuals to lead and serve by providing high-quality, practice-based educational programs in law, taxation, business and related professions - as a nonprofit institution - in an innovative and challenging learning environment that embraces professional ethics and diversity.

THE CAMPUS

Golden Gate University is located in the financial district area of San Francisco. We are a small, two-building, urban campus.

Academic Building: Located at 536 Mission Street and comprising approximately 225,000 square feet, it consists of two wings plus the Silo. The East Wing (circa 1920) is primarily used for offices and a few classrooms, as well as the University Library. The adjoining West Wing (circa 1976) houses mostly classrooms and large lecture halls, the Law Library as well administrative offices and lounge areas. The Silo (completed in 2003) was designed to serve as the backbone for the facility and IT infrastructure. A major seismic upgrade of the East Wing was completed after the 1989 Loma Prieta Earthquake. And several construction projects have been completed in the last decade to include converting the old auditoriums into modern lecture halls on 2-West, renovating classrooms on 3-West, and we underwent a major expansion of the Law Library at the Basement, Plaza and 1-West. And there has been a variety of tenant improvement work to include the applicable required code upgrades.

Student Services Center: This facility is located at 40 Jessie Street and sits directly behind the *Academic Building.* The building, circa 1920, was used first as a ship's boiler factory, later it became home to a commercial printer as well as a storage facility for old legal and insurance files for the majority of its' life. The university completed a major remodel, and added two floors in 2008. Within this 50,000 square foot (approximate) facility resides the University Bookstore, the Student Center Café, administrative and academic support units, two legal clinics and several conference and interview rooms. There is also an outdoor terrace on the 6th Floor.

PROJECT BACKGROUND

In the late 1990s the university began the process of crafting a plan to refresh and renew the San Francisco Campus. The goal was to map-out a systematic approach to remediate current space deficiencies and infrastructure concerns, as well as charting a course for the future space needs of the university. The outcome of this process was a revised institutional master plan.

Lead by Ratcliff Architects, the plan, titled the *San Francisco Remodel Plan Phases 1 through 10*, was the product of an extensive collaborative process that involved the Board of Trustees, senior administration, deans and directors, faculty, staff and students. We embraced the following criterion as the plan was being created:

- Space standards would be established and used, remaining mindful of our very finite space envelope.
- Functionality and adjacencies must make sense, offer a collaborative environment, and instill a sense of GGU being a professional business and legal institution.
- The designs must be aesthetically pleasing while continuing to embrace our *Brutalist* architecture.
- Timing is important
- We must be mindful of the costs.

The initial plan consisted of ten phases, each focusing on a prioritized set of requirements that built upon the previous phases. To a major extent, the first 5 phases primarily centered on addressing Law School facility needs, specifically those involving classrooms, lecture halls and library spaces. And with each successive phase, the plan was further revised based upon updated needs, new technologies, and more current information.

Having completed the first five phases, we are now poised to address Phase 7 and beyond. However, this doesn't mean that we will follow the current plan as written. But rather this is now an opportunity, based on the scope and objectives detailed below, to reassess and chart the future course for the University.

PROJECT SCOPE

Remaining true to the criterion mentioned previously, and using GGU's Mission, Values and Strategic Plan as guidance, this project will: clearly identify the current and projected program and unit facility needs through a master planning effort; report on the state of the facility infrastructure. This project scope is intended to provide advice and feasibility for the completion of the conceptual programming and design development for the next phase(s) of construction.

PROJECT GOAL, OBJECTIVES & DELIVERABLES

The overarching goal of this project is to assist the University in translating the strategic goals and objectives of each unit, based on the *Golden Gate University Strategic Action Plan 2010-2015*, into a physical plan which identifies where the University should focus its capital resources to meet future facility demands. A copy of this plan is provided as a separate document.

Layered on top of this is the knowledge that the University faces an interesting possible real estate opportunity as the area evolves with the advent of the Transit Center (which is expected to be completed by 2017), and how this might impact our facility decisions going forward.

To complete this project goal therefore, the following objectives have been identified:

1. Perform a facility utilization and needs analysis; update and publish floor plans that reflect current occupancy-utilization (five full-size and five half size sets plus the electronic versions); and publish a report that reflects current space use and projected space needs. In doing this, the over-arching question is: "What kind of space, and how much, does the university need two, five and ten years into the future. And what must be done to achieve this"?

2. Perform an assessment of the 536M facility infrastructure and systems and publish a *Building Engineering Report (BER)* that details the condition of the equipment, projected remaining life-expectancy, the priority for replacement-refurbishment-upgrade, and the estimated cost for doing such.

3. Review, revise, publish and file with the City of San Francisco the *Institutional Master Plan.*

4. Complete a conceptual programming exercise for the University Library and publish the Conceptual Program Document and renderings; prepare the design development documents for construction; prepare the projected construction project budget (including all hard and soft costs) and the timeline for completion.

5. Conduct a conceptual programming exercise for the administrative and support areas of the university's schools, to include: the School of Accounting (SOA), Ageno School of Business (AGENO), the Law School, the School of Tax (SOT), and Undergraduate Programs (UG). Publish the Conceptual Program Document and renderings.

Golden Gate University ascribes to an open, collegial and all-inclusive process when undertaking major projects. Given the campus-wide impact, we fully envision that throughout the utilization, programming, and master planning efforts, the firm selected will conduct meetings with all of the stakeholders. This will include: the senior executive staff (the President and Vice Presidents), the deans and directors, faculty and students, as well as school and department personnel as applicable. Presentations to the Board of Trustees and the university community at large are also envisioned.

We realize that some objectives may need to be worked on concurrently with the others. The driver for this is to be able to identify what the project construction cost and timing will be for numbers 4 and 5 above so that these items can be included in the budgeting process for fiscal year 2014 (which begins on July 1, 2013).

PROPOSAL FORMAT

This is what we want to see in your response to this RFP.

1. Management Summary: Please include a brief outline that describes your firm and history; your experience and how it relates to this project and being able to complete the objectives; and identify who will work on this project and who will be your main point of contact for us.

2. Respond to each objective: Prepare a separate response to each of the five project objectives, and in bullet-point fashion describe how you will accomplish that objective; the services, tools and knowledge you will provide; the estimated timing involved to complete the objective; and your cost to us for completing that objective. Also include anything else that may be relevant or that you feel we should consider or possibly add to the scope of the objective and why.

3. Consulting & Engineering: We envision that the firm selected will be able to complete the project objectives using their own in-house resources as well as consultant and engineers from other firms as needed. Please detail how you will approach this, and identify the external (to your company) firms that you will use to complete this project.

4. Cost Schedule: Provide both a summary and detail of the total proposal cost for this project. The amounts listed must also include all applicable fees, reimbursable expenses and any other charges. We don't want any surprises on the costs once the project starts!

5. References: At a minimum identify three clients for whom you have done similar work, the name of the firm, the contact person and a contact telephone number and email address.

ORAL PRESENTATIONS

Those firms deemed to be the best qualified to proceed will be invited to campus to present their proposals to the selection committee. This will take place during the period of January 4 through 20, 2012.

Each invited firm will have an opportunity to present for no more than 45 minutes, to include a period questions and answers.

Your presentation may be free-form, but use the time wisely to showcase your firm and qualifications, how you will accomplish each objective, and the cost and timing. We don't want a "sales pitch" with a cast of thousands in tow.

EVALUATION CRITERIA

The University is looking for a firm that exhibits exceptionally strong strategic master planning, programming and design excellence, and has demonstrated such by working on similar projects for other colleges and universities. The major points we will consider when selecting the firm include (not listed in order of importance):

1. Thoroughness in response to each objective
2. Expertise in completing similar projects
3. Design philosophy, excellence and sustainability
4. Ability to complete this project in the time specified
5. Proposal format
6. Cost
7. Ability to fit with the GGU community (how we all "click")
8. Input from references and reputation

THE SELECTION PROCESS

A project committee will be formed to review and evaluate the RFP responses, interview the finalist firms and select the winning proposal. The committee members are*:

▪ Robert Hite	Vice President of Business Affairs/CFO
▪ Barbara Karlin	Vice President of Academic Affairs
▪ Dru Ramey	Dean, School of Law
▪ Scott Ciliberti	Director of Enterprise Technology Services/CIO
▪ Mike Koperski	Director, Business Services & Facilities (Chair)
▪ Pound Management Company	Owners' representative for construction

*Tentative composition of the committee.

Upon completion of all of the oral presentations, the committee will select the firm to proceed with this project. Notifications will be made on/or about January 27, 2012.

TIMING

Here's how we expect this process to play out:

▪ RFP distributed to the architectural firms:	November 17, 2011
▪ Pre-Bid meeting:	December 1, 2011
▪ RFP responses Due to GGU:	December 20, 2011
▪ Interview the firms:	January 4-20, 2012
▪ Selection of the Firm:	January 27, 2012
▪ Programming for the University Library completed:	June 1, 2012
▪ Programming for the schools completed:	July 1, 2012
▪ Design development and cost estimate for the University Library completed:	September 1, 2012
▪ Complete the Facility Utilization-Needs analysis and publish the report	October 1, 2012
▪ Master Plan completed and filed with the City:	November 1, 2012
▪ Complete the BER and publish report:	December 1, 2012

ADMINISTRATIVE PROTOCOLS

1. NON-DISCRIMINATION: GGU solicits responses to this RFP from all qualified firms. The university does not discriminate on the basis of race, religion, color, sex, age, sexual orientation, national origin, martial status, or disability. And, the university encourages small, disadvantaged, woman owned, and minority firms to apply.

2. PARTICIPATION: While the university believes that it may be in its best interest to work with a firm who can provide all of the material and/or services detailed in this RFP, it is also willing to consider those who can only provide some of the items listed. Therefore, all firms, regardless of their capabilities, are encouraged to respond.

3. NON-PROPRIETY COMPONENTS: The University reserves the right to provide any and/or all of the non-propriety equipment, materials, and services to complete this project; or by soliciting other firms to bid on these items. Therefore, firms responding to this RFP must clearly identify those items which are propriety to them.

4. SUBMISSION OF PROPOSALS: **Time is of the essence for this project. Interested firms must submit 6 copies of the requested information to the university on or before 4:00 pm PST, December 20, 2011.** Proposals which fail to answer any of the questions, or which fail to conform to the format specified in this RFP will not be considered. The proposals must be sent to:

   Golden Gate University
   Attn: Mike Koperski
   Director, Business Services and Facilities
   536 Mission Street
   San Francisco, CA 94105

   EMAIL: mkoperski@ggu.edu

5. PROPOSALS: The proposal packages, and any supporting materials, submitted to the university in response to this RFP will not be returned and will become the property of GGU unless portions of the materials submitted are designated as proprietary at the time of submittal, and are requested to be returned. And, the university will not pay any costs for the preparation or the presentation of, any responses to this RFP. Firms responding to this RFP assume all financial and material liability for the preparation of their responses.

6. QUESTIONS AND CHANGES: Interpretations of, or changes to, this RFP will be made only by written addendum to this document. GGU will not be responsible for any other explanations or interpretations. Questions concerning this RFP, or the procedures, must be addressed to individual specified in paragraph 4 above.

7. PRE-BID MEETING: **A pre-bid meeting to discuss the RFP, tour the campus facilities, and answer questions will be held on Friday, December 1, 2011, at 10:00 am, at the University's San Francisco Campus, 536 Mission Street, San Francisco, Ca 94105, *GGU Center*, Room 6211.** Firms who would like to attend this meeting must RSVP to the individual specified in paragraph 4 above not later than November 23, 2011.

8. RIGHTS AND REMEDIES: This document does not commit GGU to negotiate a contract with any firm. The university reserves the right to delay the selection process, withdraw the RFP in its entirety, or cancel this project. It also reserves the right to reject any or all proposals or any part thereof without indicating the reason for such rejection. And, GGU reserves the right to remedy any error(s) contained in this document.

Appendix D

SAMPLE PROJECT CHARTER

GOLDEN GATE UNIVERSITY

CAPITAL PROJECT CHARTER

SF REMODEL PROJECT ~ PHASE 7D
5-WEST

BSF CAPITAL PROJECT #401

- **Project Start Date:** **June 1, 2014**
- **Project End Date:** **July 31, 2015**
- **Project Sponsor:** **Bob Hite**
- **Project Manager:** **Mike Koperski (primary)**
  Michael Torres (assistant)

Document History

Date	Author	Document Change History
7-1-14	Mike Koperski	Initial Document
7-25-14	Mike Koperski	Updates

BACKGROUND:

The University engaged the services of MK Think in 2011 to begin the process of updating the proposed facility construction phasing for the SF Remodel Project. The goal was to develop a plan to remediate current infrastructure concerns as well as charting a course for the future space needs of the university.

Lead by MK Think, this phasing plan is the product of an extensive collaborative process that involved the Board of Trustees, senior administration, deans, and directors, along with faculty, staff and students. The outcome of this year-long endeavor helped to reframe the remaining phases of construction for the SF Remodel Project.

PROJECT STATEMENT:

The SF Remodel Project, Phase 7D, has as its main theme a complete remodel of the 5-West classrooms. This will help to create modern learning spaces in the context of today's pedagogical needs and technological landscape.

The design objective is to convert the current 10 classrooms, circa 1977, and an office suite into a mix of contemporary learning and support spaces. This will result in 13 classrooms, six of which can be used independently or in a combined mode to further enhance the flexibility of these spaces. And 5-West will also become the home of the new 5th Floor Auditorium (this space will be assigned a new designation), replacing the old 5th Floor Auditorium that is located on 5-East.

The 5-West enhancements will include: greatly improved acoustics, lighting and upgraded HVAC system; more robust audio, visual and data technology capabilities; the applicable code upgrades as well as a fresh design aesthetic that includes modern, flexible and user-friendly furnishings that support a variety of learning activities.

The support areas around these rooms will also be enhanced, creating fresh spaces for circulation, assembly, individual and group study, and socializing. This will help to create timeless academic spaces in the context of the pedagogical needs and technological landscape of today and tomorrow.

Installing the components for digital signage capability will also be accomplished during this phase. This includes adding the digital signage infrastructure and support equipment throughout the 536M campus facility. Used as a visual communication network, it will deliver a variety of detailed and general information about academic programs and classes as well as campus events, news, activities and maps. And it will be used to supplement the GGU-ALERT Emergency Notification System. The detailed scope for this is still under development, but we envision digital monitors (both inter-active and static) installed on each floor.

This phase will also incorporate some work on 6-West. This includes enclosing the open balconies at the North and South side of the hallway (similar to what we have done on the other floors) as well as relocating the existing lockers from the hallway to other to-be-determined locations. And we will re-purpose the existing Moot Courtroom (the exact use/reconfiguration) will be determined as we program-design the space.

PROJECT SCOPE (ALL ARE FOR 5-WEST UNLESS OTHERWISE NOTED):

- Right-size and re-purpose the classrooms and previous ELS computer lab and office suite.
- Create the new 5th Floor Auditorium (designator to be changed)
- Install new heating, ventilation and air-conditioning (HVAC) system components. This will allow for an enhanced environment within these spaces.
- Upgrade the electrical service to meet the technological service demands.
- Enhance the information technology infrastructure and classroom technology capabilities.
- Improve the acoustics, making it easier to hear and understand what is being said, and eliminate the "booming" that currently occurs in some classrooms.

- Revamp the lighting to provide a more uniform distribution and sufficient luminance levels and contrast ratios.
- Create the 5th Floor Elevator Lobby Patio
- Install new carpeting and re-paint throughout.
- Comply with any applicable code upgrades as required by the City.
- Create informal gathering space for studying and after-class discussions and open the hallway at both ends of 5-West and 6-West, allowing for more direct sunlight and better access to the stair towers.
- Re-purpose the existing 6-West Moot Courtroom
- Remove the lockers from the 6-West Hallway, refresh the walls and carpeting and relocate the lockers to a TBD location.

ESTIMATED TIMING:

- Design & Documentation: July – October 2014
- Permitting: November – December 2014
- Construction: December 2014 – July 2015

PROJECT BUDGET:

This budget reflects a preliminary cost estimate for each area within the overall project scope (as initially envisioned). In-depth programming and engineering must be completed before a definitive project budget can be developed.

Design & Engineering	$ 287,000
Permitting	$ 253,510
Construction	$2,535,100
Furnishings & Equipment	$ 850,000
Technology	$ 475,000
Digital Signage	$ 400,000
Administrative	$ 76,500
Contingency	$ 487,711
Total	**$5,364,821**

CAPITAL PROJECT FUNDING SOURCES:

BSF #506	Adjunct Faculty Center	$ 200,000 (approved in the FY 13 Capital Budget)
BSF #102	Digital Signage	$ 400,000 (approved in the FY 14 Capital Budget)
BSF #401	Phase 7D – Part 1	$2,510,000 (approved in the FY 15 Capital Budget)
BSF #401	Phase 7D – Part 2	$2,254,821 (mandatory in the FY 16 Capital Budget)
	TOTAL	**$5,364,821**

COORDINATION & APPROVAL:

Requested By: **Mike Koperski** Date: **July 25, 2014**

VPBA/CFO Approval: _____ Date: _____

Budget Office:_____ Date: _____

Financial Services:_____ Date: _____

Project Accounting Code: _____