

# **PROCUREMENT & CONTRACT SERVICES DEPARTMENT**

## **PURCHASING MANUAL**



**METROPOLITAN**  
COMMUNITY COLLEGE

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## **ARTICLE 1 – GENERAL PROVISIONS**

### **1.1 Applicability**

The following procedures are consistent with and support Metropolitan Community College (MCC) Board Policy 4.15010 BP. These procedures apply to all MCC personnel including but not limited to faculty, staff, administration (collectively referred to herein as “employees”), and the Board of Trustees.

### **1.2 Authority**

Unless otherwise specifically delegated or authorized herein, the MCC Procurement & Contract Services Department has the sole authority to procure supplies, equipment, and services, subject to final purchasing authority and approvals as specified in MCC Board Policy 4.15010 BP and these procedures. MCC is not obligated or liable for any unauthorized procurement not obtained in strict compliance with MCC policy and these procedures. In all cases, the MCC Procurement & Contract Services Department reserves the authority to question and investigate, if necessary, any and all aspects of a purchase and/or requisition so that MCC’s best interests are served.

### **1.3 Responsibility**

The MCC Procurement & Contract Services Department is responsible for establishing, maintaining, and administering procurement procedures in consultation with the Chancellor, Vice Chancellor of Administrative Services/CFO, and Chief Legal Officer and ensuring compliance with local, state and federal laws, as well as MCC procurement policies and procedures.

### **1.4 Compliance with Purchasing Policies and Procedures**

MCC employees must ensure that MCC purchasing policies and procedures are understood and complied with before submitting a requisition or making a procurement card purchase.

### **1.5 Conflict of Interest, Ethics, and Relationships with Vendors**

MCC employees and trustees shall avoid activities and behaviors that are unethical or create a conflict of interest, or the perception of a conflict of interest, and must abide by MCC Board Policies 2.25010 BP and 4.15040 BP regarding conflicts of interest, code of ethics, and relationships with outside suppliers.

Any Vendor who violates any of the ethical standards stated in MCC Board Policy 4.15040 BP is subject to disbarment and is subject to disqualification from future procurement solicitations. If MCC has reasonable suspicion that a crime may have been committed related to procurement, MCC shall report the evidence to the appropriate law enforcement agency or agencies for investigation and prosecution.

### **1.6 Collusion**

Collusion is unethical and is expressly prohibited. Any MCC employee who suspects collusion shall report the suspicion to the MCC Procurement & Contract Services Department, who will investigate the matter. If MCC has reasonable suspicion that a crime may have been committed, MCC shall report the evidence to the appropriate law enforcement agency or agencies for investigation and prosecution. All MCC employees shall be mindful of the possibility of collusion and are expected to identify and promptly report any deviation in these procedures to the Procurement & Contract Services Department.

## **1.7 Unauthorized Purchases or Transactions**

An "Unauthorized Purchase" is defined as a purchase made on behalf of MCC without the appropriate approvals being secured first, including the issuance of a valid purchase order or proper utilization of a college-issued procurement card.

Procuring any goods or services, prior to obtaining proper authorization through the requisition process and issuance of a purchase order or proper utilization of a college-issued procurement card, is considered to be an unauthorized purchase or transaction. MCC employees who generate financial liability exposure for MCC without proper authority may be held personally responsible for such obligation and may be subject to disciplinary action up to and including termination of employment.

If an unauthorized purchase is made, the person responsible for the purchase will be required to pay for it personally or provide documentation to explain what transpired and secure the necessary approvals before MCC can honor payment of the invoice.

Documentation to explain an unauthorized purchase shall include the following:

1. Explain why the process was not followed and a requisition was not completed;
2. Define the process used to select the supplier that provided the goods or services based on the procedures required for the dollar value of the purchase;
3. Describe what factors were considered in the evaluation to determine the purchase was best value; and
4. Describe what steps have been taken to prevent the recurrence of an unauthorized purchase.

The documentation must be approved by the budget authority for the department that committed the infraction. In addition, the documentation shall be reviewed and approved by the officer responsible for the department and submitted to the MCC Procurement & Contract Services Department via email. Additional quotes or supporting documentation should be attached to the request.

If approved for payment, the invoice will be processed against a requisition and purchase order, and documentation regarding the unauthorized purchase shall be attached to the purchase order for internal purposes. In the event the request is not approved, the employee will be responsible for the unauthorized purchase regardless of the dollar amount.

Any vendor who knowingly accepts an unauthorized purchase order will be advised of this procedure and may be prohibited from doing future business with MCC.

## **1.8 Available Funds**

Employees are expected to ensure funding is available before submitting a requisition. The MCC Procurement & Contract Services Department will not process requisitions for which there is not adequate funding.

## **1.9 Grant Purchases**

Grant purchases follow normal MCC purchasing policies and procedures in addition to grant-specific policies, procedures, and requirements. Deadlines to procure goods and services will be determined according to the grant document. Purchases are restricted by the grant and/or MCC purchasing policies and procedures, whichever are more restrictive.

## **1.10 Records and Public Access to Procurement Information**

The MCC Procurement & Contract Services Department shall keep a written or electronic record of all purchases/solicitations accomplished and all bids/proposals submitted in competition for those purchases, and those records shall be open to public inspection to the extent provided for in the Missouri Sunshine Law.

## ARTICLE 2 – PURCHASE TRANSACTION TYPES

### 2.1 Purchase Requisition Processing

#### 2.1.1 General Requirements

The initiator of the requisition is responsible for providing all pertinent information about the items or services to be procured. Budget authorities are responsible for ensuring budget availability prior to creating purchase requisitions.

The MCC Procurement & Contract Services Department will be responsible for acquiring goods and services per specifications and information referenced in the purchase requisition. If a purchase requisition is of an urgent nature, please notify the MCC Procurement & Contract Services Department immediately. All supporting information shall be included as an attachment to the requisition in PeopleSoft Financial System.

For each requisition, the following steps should be followed:

1. Define the requirements for the purchase in the form of a specifications or scope of service;
2. Process a PeopleSoft Financial System requisition that includes the detailed requirements;
3. Ensure the requisition is properly approved through the designated department workflow; and
4. Communicate with MCC Procurement & Contract Services Department regarding any special requirements or delivery details.

#### 2.1.2 PeopleSoft Financial System Requisition Approval Workflow

Requisitions will be processed through the PeopleSoft Financial System Financial System (via Workflow) and forwarded to the MCC Procurement & Contract Services Department for proper processing and placement of an order. All requisitions will be entered and verified by the initiator, ensuring that the required approvals and budget codes are included. The MCC InfoExchange has instructions on creating purchase requisitions.

### 2.2 Purchase Orders

Purchase orders are generated by the MCC Procurement & Contract Services Department through the automated PeopleSoft Financial System. Every purchase order is subject to the most recent revision of the MCC General Terms and Conditions as published on the MCC Procurement & Contract Services Department Website.

#### 2.2.1 Types of Purchase Orders

The two types of purchase orders that are issued are described below.

##### 2.2.1.1 Regular Purchase Orders

This type of purchase order is issued according to the information provided in the online requisition created by the initiator and any subsequent solicitation information that is applicable to the purchase. A purchase order is generated and electronically signed by the PeopleSoft Financial System with an authorized

signature of the Vice Chancellor of Administrative Services/CFO. Purchase orders are submitted to the supplier by the MCC Procurement & Contract Services Department. All terms and conditions stated on or referred to on the purchase order will apply.

### **2.2.1.2 Blanket or Open Purchase Orders**

Blanket or open purchase orders increase efficiency and productivity in the purchase of small dollar repetitive items by a requesting department. This type of purchase order may be issued in very limited circumstances to authorized contracted suppliers for supply-type commodities and services only. Requestors may order goods and services utilizing the Blanket Purchase Orders. Prices and terms for completion of work must be approved prior to the rendering of services. It is the requesting department's responsibility to monitor purchases and maintenance of open or blanket purchase orders.

Examples of allowed blanket orders include purchases to support the requirements of maintenance, repair, operational services or other purchases of a repetitive nature and when an exact dollar amount is unknown.

### **2.2.2 Purchase Order Follow-Up and Return of Goods**

The requesting department is responsible for reviewing and monitoring purchase orders for delivery and receipt of merchandise and resolving order discrepancies and/or damages.

#### **1.2.2.1 Cancellation/Modification of Purchase Orders**

A purchase order confirms the existence of a contract between MCC and the vendor. Consequently, a purchase order cannot be modified or canceled unilaterally. Upon receipt of a request to modify or cancel an order, the requesting department should contact MCC Procurement & Contract Services Department immediately. Generally, a vendor will agree to a request for cancellation if the item(s) have not been shipped. The requesting department may be held responsible for any material shipped by a vendor or for any costs incurred prior to cancellation. Occasionally, the payment of a restocking fee may be assessed.

#### **1.2.2.2 Return of Goods**

Merchandise to be returned to suppliers or manufacturers for adjustment or credit is the responsibility of the requesting department and Accounts Payable should be notified.

#### **1.2.2.3 Purchase Order Encumbrances**

Remaining purchase order encumbrances will be closed by Accounts Payable when notified to do so by the requesting department.

### **2.3 Procurement Card ("P-Card")**

Procurement cards (p-cards) represent an alternative method of processing and paying for orders to typical requisition/purchase order/invoice processes.

### **2.4 Direct Pay Requests**

Direct Payments are invoices processed for payment that are not associated with a purchase order. MCC

Accounting is responsible for Direct Payment processing procedures and enforcing the policies. The purchase types allowed under the Direct Payments process are pre-approved by Procurement Operations, very limited and specifically detailed in the MCC Procurement Operation Procedures Manual (Procurement Manual).

Direct Payments may be appropriate when purchases do not fit within the normal requisition and purchase order process and/or little value is added with that process. Examples of Direct Payments may include insurance premiums, utilities, collection services, and legal fees.



## **ARTICLE 3 – PROCESS FOR CERTAIN DOLLAR THRESHOLDS**

Purchases at certain dollar thresholds are governed by different rules depending on the dollar value and type of purchase. There are generally two types of purchases: (1) goods and services; and (2) construction related. Procedures for construction-related purchases are outside the scope of this manual. The following are the requirements for purchases at various dollar thresholds. Where appropriate for similar goods and services and planned purchases, the dollar threshold shall apply to the specific aggregate goods/services purchased across MCC in the 12-month, fiscal year period.

### **3.1 Purchases Less Than \$5,000**

Competitive bidding or quotes shall not be required on any purchase if the amount is less than five thousand dollars (\$5,000) from any one business, person, or corporation. All reasonable efforts shall be taken to ensure the lowest cost to MCC. Intentionally or knowingly dividing, splitting, parceling, or otherwise manipulating a larger purchase into two or more smaller purchases with the intent of circumventing an established purchasing limit or threshold is prohibited.

Purchases below \$5,000 shall be completed with either a requisition or a department-assigned Procurement Card (P-Card).

### **3.2 Purchases Between \$5,000 and \$24,999.99**

Purchases with an estimated total cost between \$5,000 and \$24,999.99 require an informal quote process whereby a minimum of three written quotations will be obtained from qualified vendors, in accordance with these procedures.

Purchase requests between \$5,000 and \$24,999.99 shall be completed using a PeopleSoft Finance requisition and three (3) supporting quotes/proposals.

Intentionally or knowingly dividing, splitting, parceling, or otherwise manipulating a larger purchase into two or more smaller purchases with the intent of circumventing an established purchasing limit or threshold is prohibited.

### **3.3 Purchases \$25,000 or Greater**

Purchases with an estimated total cost of \$25,000 or more require a formal, sealed, competitive Invitation for Bids (IFB), Request for Proposals (RFP), Request for Qualifications (RFQ), or Invitation to Negotiate (ITN) process that is facilitated by the MCC Procurement & Contract Services Department. The requesting department shall complete a Finance requisition and provide a description of the goods/services required in the form of a specification or scope.

Intentionally or knowingly dividing, splitting, parceling, or otherwise manipulating a larger purchase into two or more smaller purchases with the intent of circumventing an established purchasing limit or threshold is prohibited.

## **ARTICLE 4 – COMPETITIVE SOLICITATIONS**

The MCC Procurement & Contract Services Department utilizes Invitation for Bids (IFB), Request for Proposals (RFP), Request for Qualifications (RFQ), and Invitation to Negotiate (ITN) as methods of soliciting bids or proposals. Each of the processes are described in sections 4.1 through 4.3 below. In addition, a comprehensive solicitation process checklist that shall guide the MCC Procurement & Contract Services Department is attached as Appendix A.

### **4.1 Invitation for Bids (IFB)**

MCC does competitive bidding through an Invitation for Bids or IFB process. The IFB process is typically used to solicit bids for products or services that can be specified, and when total cost is the main factor. IFB's are normally awarded to vendors who submit the lowest and most responsive bids that meet the IFB requirements and the specifications as described in Section 4.1.3 below.

#### **4.1.1 Development of Specifications**

This section establishes guidelines for the development and use of specifications for any employees preparing goods/services specifications (except for construction services) for MCC.

Specifications will be developed and documented by the requesting department. Specifications, both descriptive and technical, will be written in a clear, specific manner, providing as much information as is required for a supplier/vendor to identify the goods and/or services being bid. Requestors may also ask the MCC Procurement & Contract Services Department for assistance in specification development.

The requesting department will prepare technical specifications for goods and services. Terms, conditions, and contractual provisions are the responsibility of the MCC Procurement & Contract Services Department. The MCC Procurement & Contract Services Department may modify, alter, or change specifications to increase competition to improve quality or to ensure that specifications are accurate, clear, unambiguous and non-restrictive.

##### **4.1.1.1 Functional or Performance Description**

Specifications should, to the extent practicable, emphasize functional or performance criteria while limiting design or other physical descriptions to those necessary to meet the needs of MCC. To facilitate the use of such criteria, requesting departments should endeavor to include as part of their purchase requests the principal functional or performance need(s) to be met.

##### **4.1.1.2 Commercially Available Products**

In general, purchasing standard commercial products whenever practicable is preferred. In developing specifications, accepted commercial standards should be used, and unique requirements should be avoided to the extent practicable.

##### **4.1.1.3 Purchase Description or Specification**

The purchase description or specification should include the essential physical and functional characteristics necessary to express the minimum requirements of MCC. Examples include: (a) common vocabulary; (b) kind of material (type, grade, class, alternatives, and the like); (c) electrical data, if necessary; (d)

dimensions; (e) size or capacity; (f) principles of operation; (g) environmental conditions; (h) intended use, including location, operating conditions and acceptable product levels within the range of products available in the commercial marketplace; (i) equipment with which the item is to be used; and (j) other pertinent information that further describes the supply or service required.

#### **4.1.1.4 Alternate Specification**

A specification may provide an alternate description of goods or services where two or more design, functional, or performance criteria will satisfactorily meet MCC's requirements.

#### **4.1.1.5 Brand Name or Equal**

Brand name or equal specifications may be used when it is determined that:

- no other design or performance specification or qualified products list is available;
- time does not permit the preparation of another form of purchase description not including a brand name;
- the nature of the product or the nature of MCC's requirements makes use of the brand name or equal specification suitable for the procurement;
- the use of brand name or equal specifications is in MCC's best interest.

#### **4.1.2 IFB Document**

The IFB document will be prepared by the MCC Procurement & Contract Services Department and shall contain, but not be limited to, the following sections:

- 1) Instructions to Bidders
- 2) Specifications / Description of Products/Services
- 3) General Terms and Conditions
- 4) Sub-Contractor Listing Form (if Applicable)
- 5) M/WBE Participation Form
- 6) Federal Work Authorization Program ("E-Verify") Addendum
- 7) Federal Work Authorization Program Affidavit
- 8) Non-Collusion Affidavit
- 9) Bid Sheet for Price and Other Factors

#### **4.1.3 Bid Evaluation and Award**

In general, bid responses will be reviewed by at least three individuals with knowledge of the subject matter or the products/services being bid. Included on the evaluation team will

be at least one (1) representative of the requesting department. The MCC Procurement & Contract Services Department will have at least one staff member facilitating the evaluation process and their role will be to assist with summarizing the results of the bids received and verifying the conclusions and/or recommendation of the evaluation committee. The evaluation team shall always seek award to the vendor offering the lowest and most responsive value to MCC in accordance with the factors listed in IFB documents.

The evaluation of bids shall be conducted in an ethical, reasonable, and prudent manner and in a way to ensure there are no conflicts between an evaluation committee member and the vendors whose bids are being evaluated. The evaluation committee will perform its due diligence and will review all bids within the reasonable time necessary and relative for the specific bid in order to ensure a fair and equitable evaluation. Prior to the issuance of an award recommendation, the MCC Procurement & Contract Services Department staff member will review the work effort of the evaluation committee and, if deemed in the best interest of MCC, may refer the procurement back to the evaluation committee for further review and clarification.

The IFB process will normally be awarded to the vendor that submits the lowest and most responsive bid that best meets the requirements of the specifications and is judged to be in the best interest of MCC (economically advantageous). However, MCC has the right to reject any and all bids.

*Lowest and Most Responsive: The vendor who complied with the bid requirements; whose past performance, reputation, and financial capability are deemed acceptable; and who has offered the most advantageous pricing or cost benefit (total cost of ownership) based on the bid documents, which can include, but is not limited to, price, performance, and quality.*

Factors that shall be considered in determining the bid that provides the most responsive products and/or services that are available for the lowest price meeting specifications include, but are not limited to, cost, future maintenance cost, transition costs if warranted, ability to perform, quality of past work, and compliance with laws and bid documents. Based on these factors, the selected bidder will be the most economically advantageous.

When an award requires final approval by either the Chancellor or the Board of Trustees, MCC Procurement & Contract Services Department staff member will coordinate with the requesting department to prepare a Board Action Item. The Executive Director of Procurement & Contract Services will review and approve the Board Action Item prior to submitting it for approval by the Vice Chancellor of Administrative Services/CFO, who reviews/approves and forwards it to Chief Legal Officer for approval to be included as a Board Action Item for the Board of Trustees' consideration for approval.

#### **4.1.4 Tie Bids**

Tie bids are responsive bids that are identical in price, terms and conditions, and which meet all the requirements set forth in the Invitation for Bid. MCC shall give preference to bidders doing business as Missouri firms, corporations, or individuals. If a tie still exists, further preference shall be given to local bidders.

#### **4.1.5 Summary of Procurement**

A bid tabulation will be provided to the requesting department by the MCC Procurement & Contract Services Department. If Board of Trustees' approval of the solicitation is required, the requesting department will utilize the information to submit a Board Action Item to assist in the justification of the purchase. The Board Action Item (created by the requesting department) shall be submitted to the MCC Procurement & Contract Services Department

prior to the deadlines that are published for Board meeting preparations. The required authorizing MCC representatives must review and approve the Board Action Item. The MCC Procurement & Contract Services Department will finalize the draft of the Board Action Item and submit it for approval.

## **4.2 Competitive Sealed Request for Proposals (RFP) Process**

MCC solicits competitive sealed proposals through a Request for Proposals (RFP) process. The process is similar to the IFB process, with the primary difference being that criteria other than price alone are considered.

The RFP process is primarily used for services, but it can also be used for goods where exact specifications are not possible and/or other factors need to be considered. Among the other criteria that may be considered in an RFP process are things such as the vendor's proposed approach to a project, their qualifications or expertise, their previous experience, their resources, etc.

The RFP process should include the nature and scope of the goods/services to be provided, requirements to be submitted as part of the proposal, and MCC's general terms and conditions. In making the determination of the lowest and most responsive respondent to the RFP, MCC shall consider such factors as the cost; the project approach; resources of the respondents; previous experience; and timeline for the product or services.

While many of the requirements below are the same as IFB, they are repeated for clarity of the RFP process.

### **4.2.1 Development of Specifications**

Specifications and evaluation criteria will be developed and documented by the requesting department. Specifications, both descriptive and technical, will be written in a clear, specific manner, providing as much information as is required for a supplier/vendor to identify the goods and/or services being bid. Requestors may also ask the MCC Procurement & Contract Services Department for assistance in specification development and the MCC Procurement & Contract Services Department will review specifications and add or remove information, as required, with input from the requestor. In addition, the evaluation criteria that will be used to evaluate the proposals are developed to reflect the nature of the information being requested from proposers. The evaluation criteria will be included within the RFP document and the relative weights/points for each shall be assigned as well.

### **4.2.2 RFP Document**

The RFP document will be prepared by the MCC Procurement & Contract Services Department and shall contain, but not be limited to, the following sections:

- 1) Instructions to Bidders
- 2) Specifications/Description of Work
- 3) Evaluation Criteria
- 4) General Terms and Conditions
- 5) Sub-Contractor Listing Form (if Applicable)
- 6) M/WBE Participation Form
- 7) Federal Work Authorization Program ("E-Verify") Addendum

- 8) Federal Work Authorization Program Affidavit
- 9) Non-Collusion Affidavit
- 10) Proposal Fee and Other Factors

#### **4.2.3 Initial Evaluation of Proposal**

Once the RFP is opened, the MCC Procurement & Contract Services Department will determine responsiveness and will distribute copies of the proposals to the evaluation team. The evaluation team will be selected by the MCC Procurement & Contract Services Department in collaboration with the requesting department. In general, the evaluation team should consist of at least three individuals with knowledge of the subject matter or the products/services being addressed in the RFP. Included on the evaluation team will be at least one (1) representative of the requesting department. The MCC Procurement & Contract Services Department will have at least one staff member facilitating the evaluation process and their role will be to assist with summarizing the results of the proposals received and verifying the conclusions and/or recommendation of the evaluation committee. The evaluation team shall always seek award to the vendor offering the lowest and most responsive value to MCC in accordance with the criteria listed in the RFP documents.

The evaluation of proposals will be conducted in an ethical, reasonable, and prudent manner to ensure there is no conflict between an evaluation committee member and a vendor whose proposal is being evaluated. The evaluation committee will perform its due diligence and will review all proposals within the reasonable time necessary and relative for the specific RFP in order to ensure a fair and equitable evaluation. The team will evaluate the proposals based on the RFP and the specified evaluation criteria, including the points and/or weights. While each RFP may vary in the evaluation criteria, other typical evaluation factors may include:

- 1) Price
- 2) Technical or Project Approach
- 3) Personnel Qualifications
- 4) Previous Experience

Based on the initial evaluation of the proposals, the MCC Procurement & Contract Services Department will coordinate with the evaluation team to share the results of the evaluation, coordinate follow-up meetings for proposer interviews/presentations, and negotiation or terminate the process. The evaluation team shall always seek award to the vendor offering the lowest and most responsive value to MCC. If the evaluation team recommends award without further discussion or negotiation, the MCC Procurement & Contract Services Department will proceed with finalizing the award.

#### **4.2.4 Negotiations/Best and Final Offer (BAFO)**

The MCC Procurement & Contract Services Department will be the primary contact with proposers and will facilitate all negotiations between the requesting department and the proposer(s). All proposers under consideration will be given fair and equitable treatment with respect to any opportunity for negotiation and revision of proposals, including the submission of a "Best and Final Offer" (BAFO). At the point where negotiations are

complete, the MCC Procurement & Contract Services Department may request qualified proposers to submit a BAFOs by a specified date and in a specified manner. The BAFO must allow the proposer to:

- 1) modify the initial offer;
- 2) update pricing;
- 3) include any added inducements that will improve the overall score in accordance with the evaluation.

The MCC Procurement & Contract Services Department and the evaluation team will review the BAFOs and proceed with finalizing the recommendation for award.

#### **4.2.5 Award**

In making the determination of the lowest and most responsive (defined below) respondent to the RFP, MCC shall consider such factors as the cost, the project approach, resources of the respondents, previous experience, and timeline for the product or services.

*Lowest and Most Responsive: The vendor who complied with the RFP requirements; whose past performance, reputation, and financial capability is deemed acceptable; and who has offered the most advantageous pricing or cost benefit (total cost of ownership) based on the criteria stipulated in the RFP documents.*

Once the evaluation team determines the recommendation for award and prior to the issuance of an award recommendation, the MCC Procurement & Contract Services Department staff will review the work effort of the evaluation committee and determine its appropriateness. The evaluation team shall always seek to award to the vendor offering the best value to MCC in accordance with the criteria listed in the RFP. All MCC employees shall conduct evaluations in an ethical and fair manner.

When an award requires final approval by either the Chancellor or the Board of Trustees, the MCC Procurement & Contract Services Department staff member will coordinate with the requesting department to prepare a Board Action Item. The MCC Procurement & Contract Services Department will review and approve the Board Action Item prior to submitting it for approval by the Vice Chancellor of Administrative Services/CFO, who reviews/approves and forwards it to Chief Legal Officer for approval to be included as a Board Action Item for the Board of Trustees' consideration for approval.

#### **4.3 Competitive Sealed Request for Qualifications (RFQ) Process**

A Request for Qualifications (RFQ) is a solicitation that seeks a vendor based on qualifications that meet the overall criteria and specifications for the particular project. The selection and award must be based on demonstrated competence and qualifications to perform the services for a fair and reasonable price. An RFQ is used for professional services only.

An RFQ for professional services will be solicited in a two-tier format:

- 1) Step 1 - Qualification Process
- 2) Step 2 - Submittal of cost/pricing information by the most highly qualified vendor

An RFQ is a negotiated method of procurement that is a qualifications-based selection process. Price

is not an evaluation factor and is considered only in Step 2. After selecting the most highly qualified firm, price negotiations occur with the top ranked firm only. If unable to negotiate a fair and reasonable price with the top ranked firm, negotiations are terminated, and price negotiations begin with the next ranked firm. The process continues until fair and reasonable price is negotiated or the list is exhausted.

For architectural, engineering, surveying, and other certain professional services consistent with Missouri State law, an RFQ may be issued by the MCC Procurement & Contract Services Department. The RFQ should state the nature and scope of the professional services to be provided, requirements to be submitted as part of the Proposal, and MCC's general terms and conditions. The responsible respondent to the RFQ shall be selected based solely upon qualifications and then the cost negotiated as part of the final contract.

#### **4.3.1 Development of Specifications**

The requesting department shall develop specifications and qualifying evaluation criteria. The MCC Procurement & Contract Services Department will review the information and add/or delete information, as required, with input from the requesting department. In addition, the evaluation criteria that will be used to evaluate the proposals are developed to reflect the nature of the information being requested from proposers. These evaluation criteria will be included within the RFQ document and the relative weights/points for each shall be assigned as well.

#### **4.3.2 RFQ Document**

The RFQ document will contain at least the following information:

- 1) Instructions to Proposers
- 2) Specifications
- 3) Evaluation Criteria
- 4) General Terms and Conditions
- 5) Sub-Contractor Listing Form (if Applicable)
- 6) M/WBE Participation Form
- 7) Federal Work Authorization Program ("E-Verify") Addendum
- 8) Federal Work Authorization Program Affidavit
- 9) Non-Collusion Affidavit

#### **4.3.3 Proposal Initial Evaluation**

The MCC Procurement & Contract Services Department, in collaboration with the requesting department, shall convene an evaluation team composed of at least three (3) individuals with knowledge of the subject matter or the services being addressed in the RFQ. Included on the evaluation team will be at least one (1) representative of the requesting department. The MCC Procurement & Contract Services Department will have at least one staff member facilitating the evaluation process and their role will be to assist with summarizing the results of the proposals received and verifying the conclusions and/or recommendation of the



evaluation committee. The evaluation team shall always seek award to the vendor offering the most responsive qualifications to MCC in accordance with the criteria listed in the RFP documents. All MCC employees shall conduct evaluations in an ethical and fair manner.

#### **4.3.4 Award**

The selection of the most qualified vendor will be dependent on a consensus among the evaluation committee. The most qualified candidate shall be chosen based on demonstrated competence and qualifications, and the services shall be provided at a fair and reasonable price. The MCC Procurement & Contract Services Department will negotiate with the most qualified vendor. If unable to negotiate a fair and reasonable price with the top ranked firm, negotiations are terminated, and price negotiations begin with the next ranked firm. The process continues until fair and reasonable price is negotiated or the list is exhausted.

#### **4.4 Other Factors or Considerations of Competitive Solicitations**

The following are some additional factors or considerations of competitive solicitations.

##### **4.4.1 Vendor List**

The requesting department should supply a list of suggested vendors. The MCC Procurement & Contract Services Department will coordinate with MCC Supplier Diversity prior to the issuance of solicitations as well as utilize other data sources and methods of including potential bidders/proposers in solicitation processes.

A person shall not be eligible for award of a contract as either a prime contractor or subcontractor if the person assisted in the development of the solicitation or any part of the solicitation or if the person participated in a project related to the solicitation when such participation would give the person special knowledge that would give that person or a prime contractor an unfair advantage over other proposers.

##### **4.4.2. Advertisement or Publication of Solicitation**

A notice of solicitations shall be posted in the manner the MCC Procurement & Contract Services Department deems most appropriate and in accordance with applicable law.

##### **4.4.3 Pre-Bid or Pre-Proposal Conference**

The MCC Procurement & Contract Services Department may schedule pre-bid or pre-proposal conference meetings as part of the solicitation process in order to review the solicitation and provide bidders/proposers with the opportunity to request clarifications. Unless otherwise stated in the solicitation document, attendance of prospective bidders or proposers at a pre-bid or pre-proposal conference is not mandatory.

##### **4.4.4 Bid/Proposal Deadline**

Bids/proposals will be due on the deadline and in the manner specified in the solicitation. Any proposal, request for withdrawal, or modification of a bid/proposal that is not received in the designated manner or at the designated location, time, and date set forth in the solicitation documents will be considered late and will not be considered. Delivery of the bid/proposal in the manner specified within the solicitation document is the sole responsibility of the proposer.

#### **4.4.5 Opening of Bids and Proposals**

At the time of the deadline for receipt of bids/proposals, a public bid/RFP opening shall be held. The opening shall be attended by a minimum of one (1) MCC Procurement & Contract Services Department staff member. Other MCC staff and vendors may attend as well.

For Invitation for Bids, bid responses will be publicly opened on the date specified in the solicitation, and will be recorded and tabulated by the MCC Procurement & Contract Services Department staff member. In the case of electronic bidding, the MCC Procurement & Contract Services Department staff member will access the bids within the electronic bid system and utilize the system tabulation functionality or compile a tabulation manually.

For RFP's and RFQ's, the openings will be brief and consist of only a declaration of the names of the proposers. In the case of electronic bidding, MCC Procurement & Contract Services Department staff member will access the list of responding proposers within the electronic bid system and announce the names.

#### **4.4.6 Solicitation Award Cancellation**

In the event the vendor recommended for award fails to honor its bid/proposal, the MCC Procurement & Contract Services Department shall obtain a written acknowledgment to this effect from the recommended/awarded vendor. Noncompliance by the vendor may result in forfeiture of the bid bond, if one was required.

In the case of an IFB solicitation, the award may be given to the next responsible and responsive bidder or MCC may reject all bids and re-bid the procurement.

In the case of an RFP, the award may be given to another proposer through further negotiation or MCC may reject all proposals and re-solicit proposals.

#### **4.4.7 Bonds and Securities**

When deemed necessary by the MCC Procurement & Contract Services Department or applicable state law, bid security deposits or surety bid bonds, performance bonds, payment bonds, etc., shall be prescribed in the solicitation.

#### **4.4.8 Blackout Periods**

No MCC employee or Trustee and no vendor shall communicate in any way concerning any solicitation that is pending from the day it is first issued through the time a contract is executed, or when a determination is made that the contract will not be awarded. This period is the "blackout period." With regard to a vendor, violation of the blackout period is grounds for disqualification from a pending solicitation and from any future solicitations with MCC.

#### **4.4.9 Solicitation Timetable**

The following are average timeframes related to formal solicitation processes. These timeframes may be adjusted depending on the nature and circumstances for various solicitations. Timeframes below represent the number of calendar days after a solicitation is issued.

<b>Milestone</b>	<b>Request for Bids (RFB)</b>	<b>Request for Proposals (RFP)</b>
Solicitation Issued	0	0
Pre-bid or pre-proposal meeting (if necessary) would occur about 10 <sup>th</sup> day		
Deadline for questions	14	14
Issuance of final addendum (if any)	17	17
Bid/RFP responses due	21	21
Evaluation process (committee review and scoring of proposals for RFP)	24	28
Notification to proposer finalists that are to present and be interviewed	N/A	30
Proposer presentations/interviews	N/A	40
Evaluation committee's final review and recommendation	N/A	41
Board document prepared for award of Bid/RFP	Approx. 1 <sup>st</sup> of month	Approx. 1 <sup>st</sup> of month
Board approval	Approx. 3 <sup>rd</sup> or 4 <sup>th</sup> week of month	Approx. 3 <sup>rd</sup> or 4 <sup>th</sup> week of month

Once an IFB or RFP is awarded, which is the date of approval by the MCC Board of Trustees, there are 5 business days in which an actual bidder or prospective bidder may appeal or protest the decision of award, as described in greater detail in Article 8. The intent is to award a contract within 7 business days after a decision to award and no appeal has been received. Once a competitive bid is awarded, unsuccessful bidders shall be notified within 2 business days of the award. After an RFP is awarded and the contract executed, unsuccessful proposers shall be notified within 2 business days of contract execution. Notification timeframes are based on RSMo § 610.021(12).

#### **4.4.10 Preference to Missouri Firms**

A five percent preference shall be granted to all firms, corporations, or individuals doing business as Missouri firms, corporations, or individuals, provided the additional cost to the District does not exceed \$500.

#### **4.4.11 Rejection of Bids and Proposals**

The MCC Procurement & Contract Services Department shall have the authority to reject individual bids/proposals, parts of all bids/proposals, or all bids/proposals for any goods or services for failure to comply with the requirements of the solicitation or when MCC's best interest will be served thereby.

#### **4.4.12 Standards for Handling Mistakes in Bids/Proposals**

Minor informalities are insignificant omissions or mistakes that are matters of form rather than substance, evident from the bid or proposal document, with a negligible effect on price, quantity, quality, delivery, or contractual conditions that can be waived or corrected without prejudice to other bidders or offerors. Correction or withdrawal of a bid because of a minor informality in the bid requires careful consideration to protect the integrity of the competitive

bidding system and to ensure fairness. Bid correction or withdrawal by reason of a mistake is permissible, but only to the extent it is not contrary to the interests of MCC and the fairness of the process and other bidders.

**A. Mistakes Discovered Before Opening**

A bidder may correct mistakes discovered before the time and date set for bid opening by withdrawing or correcting the bid.

**B. Confirmation of Bid**

When the MCC Procurement & Contract Services Department or requesting department knows or has reason to conclude that a bidder has made a mistake, the MCC Procurement & Contract Services Department should request that the bidder confirm the bid or proposal. The MCC Procurement & Contract Services Department is not required to request all other bidders to confirm their bid or proposal. Failure to request all bidders confirm their bid or proposal shall not void the procurement of goods or services. Situations in which confirmation should be requested include obvious, apparent errors on the face of the bid or a bid unreasonably lower than the other bids submitted. If the bidder alleges mistake, the bid may be corrected or withdrawn if the conditions set forth in the Subsections, which follow, are met.

**C. Mistakes Discovered After Opening but Before Award**

Mistakes in bids discovered after the time and date set for bid opening but before award shall be handled in the following manner:

**1. Minor Informalities**

Minor informalities are matters of form rather than substance evident from the bid document, or insignificant mistakes that can be waived or corrected without prejudice to other bidders; that is, the effect on price, quantity, quality, delivery, or contractual conditions is negligible. A request to withdraw a bid after the bid opening must be made within three (3) business days after bid opening and supported in writing. The MCC Procurement & Contract Services Department shall waive such informalities or allow the bidder to correct them, depending on what is in the best interest of MCC. Examples include the failure of a bidder to:

- sign the bid/proposal, but only if the unsigned document is accompanied by other material indicating the bidder's intent to be bound;
- acknowledge receipt of an addendum or responses to questions if it is clear from the bid/proposal that the bidder received the addendum and/or responses to questions and the bidder intended to be bound by information contained within the addendum or responses to questions;
- the addendum or responses to questions involved had a negligible effect on price, quantity, quality or delivery.

**2. Mistakes Where Intended Correct Bid is Evident**

If the mistake and the intended correct bid are clearly evident on the face of the bid document, the bid shall be corrected to the intended correct bid and may not be withdrawn. Examples of mistakes that may be clearly evident on the face of

the bid document are typographical errors, errors in extending unit prices, transposition errors and mathematical errors, unit prices placed in the extended amount column, and failure to return an addendum provided there is evidence that the addendum was received. When an error is made in extending total prices, the unit bid price will govern. Under no circumstances will a unit bid price be altered or corrected unless it is obvious that a unit price is submitted in a different unit of measure than shown on the bid form and the bidder's extended total verifies that the unit bid price was submitted using a wrong unit of measure, then the unit price may be changed to correspond with the correct unit of measure.

### **3. Mistakes Where Intended Correct Bid is Not Evident**

A bidder may be permitted to withdraw a bid if:

- a mistake is clearly evident on the face of the bid document, but the intended correct bid is not similarly evident;
- the bidder submits proof of evidentiary value, which clearly and convincingly demonstrates that a mistake was made.

#### **D. Mistakes Discovered After Award**

Mistakes shall not be corrected after award of the contract except where the MCC Procurement & Contract Services Department makes a written determination that it would be unconscionable not to allow the mistake to be corrected. A mistake in a bid or proposal discovered after the award does not relieve the contractor from performance in accordance with the contract award. The bidder or offeror must submit evidentiary proof of value, which clearly and unequivocally substantiates a mistake, has been made. If the terms of the contract permit modification of the contract price, no correction may be permitted which would cause the contract price to exceed the next low bid or, result in another proposal being determined to be the most advantageous.

#### **E. Determinations Required**

When a bid or proposal is corrected or withdrawn, or a correction or withdrawal is denied, the MCC Procurement & Contract Services Department will prepare a written determination showing what relief was granted or denied in accordance with these rules and deliver the written determination to the bidder.

## **4.5 Invitation to Negotiate (ITN)**

MCC may procure goods and services through an Invitation to Negotiate (ITN) process. An ITN is used when the goals or problems can only be generally described in the scope of work.

Respondents provide proposed solutions to the problem or methodologies to achieve the desired goal.

- A. The ITN shall include: (1) a statement of the goods or services sought; (2) the time and date for the receipt of replies and the public opening as provided in the ITN document; (3) MCC terms and conditions applicable to the procurement, including the criteria to be used in determining the acceptability of the reply; (4) the time frames for completion of the work, including renewal periods, if applicable, and (5) the format for the recommended pricing structure.

- B. A response is generally evaluated for its technical merit, innovative methodology, experience, and cost within the limitations set forth in the ITN. It differs from an RFP in that responses may be refined during the negotiation and evaluation process prior to making an award of the contract. Proposals may be ranked at any point in the evaluation process when the evaluation team determines it has received sufficient information from respondents. Ranking is not required prior to negotiations. MCC may negotiate concurrently with multiple respondents selected for negotiations.
- C. MCC may select one or more respondent(s) upon the conclusion of negotiations. At the conclusion of negotiations, MCC may request a fully executed best and final offer (BAFO) from an authorized agent of the selected firm(s) to document any changes made during the negotiation process. Said BAFO shall be incorporated into the applicable contract/agreement. When concurrent negotiations are held, BAFOs should be obtained from all respondents participating in the negotiations prior to final evaluation and recommendation of award. MCC may award contract/agreement(s) to one or more responsible respondent(s) based on the BAFOs that MCC determines will provide the Best Value and best to meet MCC's objectives.
- D. The solicitation file shall contain documentation of the basis for respondent selection, setting forth the deliverables and price pursuant to the contract/agreement, and explaining how these deliverables and price meet the objectives of the solicitation.

## ARTICLE 5 – COMPETITIVE BIDS NOT REQUIRED

Certain purchases that exceed the dollar threshold for competitive solicitations may be permitted without following an MCC informal or formal competitive solicitation process.

The IFB or RFP process shall not be required when the items or services to be purchased can be obtained from only one source (sole source) or cannot reasonably be provided by another source (single source). Such purchases must be appropriately justified. Each justification shall contain written sufficient facts and rationale to justify the need for some feature of characteristic (specification) that is unique to the requested product or service that cannot be provided by any other vendor's product or service.

### 5.1 Justification for Purchases without Competition

A completed written justification, signed by the requesting department's budget authority and officer, must be forwarded to the MCC Procurement & Contract Services Department as an attachment to a properly completed and approved requisition in PeopleSoft Financial System. All requests shall generally include the following elements:

- 1) Purpose of the purchase: Provide a detailed description of the good/service requested, including minimum requirements and benefits of making the purchase.
- 2) Uniqueness of the purchase: Describe how the recommended supplier is uniquely qualified to provide the required features and functions; list any compatibility, training, maintenance and support features that make the recommended supplier a sole or single source.
- 3) Market research: Describe your market research and findings; list the names of other similar manufacturers/models/service providers, if any, that were evaluated and the reason they were not acceptable for the intended use. Provide copies of any research completed including proposals and pricing information received.
- 4) Define how long the recommended good/service has been used by MCC (if applicable); when was the last time the request was awarded following a competitive process (RFP/Bid process).
- 5) Explain why the price for the good/service is considered fair and reasonable and what steps, if any, were taken to obtain the best possible price.

The following reasons for justifying a sole or single source are NOT acceptable:

- 1) Price
- 2) Competing products/services are not acceptable
- 3) Subjective rationale regarding quality

The determination of whether a purchase is appropriately classified as a sole or single source shall be made by the MCC Procurement & Contract Services Department.

### 5.2 Categories of Purchases Not Subject to Competitive Requirements

Purchases within any of the following categories shall be presented for approval by the Board of Trustees, unless specifically noted otherwise. Examples of sole sources or single sources include the following:

1. Goods for which competition is precluded because of the existence of a patent, copyright,

secret process, or monopoly.

2. Proprietary goods or services that are necessary to ensure consistency and standardization with existing equipment or services.
3. Films, manuscripts, or books.
4. Goods or services that are required to meet specific educational objectives.
5. Library books and materials may be ordered directly from the appropriate vendors as recommended by library personnel.
6. Goods that are acquired when the District is serving as a facilitating agent.
7. Goods that are used and become available and are subject to immediate sale.
8. Acquisitions from other governmental entities.
9. Utility services (including electricity, gas, or water) as well as postage. Purchases of utility services or postage do not require prior approval from the Board of Trustees.

### **5.3 Other Exclusions to MCC Informal or Formal Competition Requirements**

The following are purchases that may be permitted without following an MCC informal or formal competitive solicitation process.

#### **A. Emergency Purchases**

Purchases that are declared emergency purchases by the Chancellor or his/her designee. An emergency is a sudden and unexpected occurrence which requires immediate action by MCC because of an imminent threat to public health or safety or a reasonably unforeseeable situation, including but not limited to, a catastrophe or natural disaster that creates a circumstance where MCC property, equipment, a college facility, or portion of a college facility is destroyed, severely damaged, or experiences a major unforeseen operational or structural failure, and the Chancellor determines that the delay posed by using one of the applicable purchasing methods would prevent or substantially impair the conduct of classes or other essential college activities.

Any emergency purchase shall be documented with detailed information about the goods and/or services needed, and the requesting department must provide justification for the emergency purchase.

The Chancellor or his/her designee will notify the President of the Board of Trustees for approval in advance of the purchase being authorized for requests exceeding \$25,000. Purchases made under the provisions of this subsection shall be presented as a Board item to the Board of Trustees at the next regular meeting for ratification.

#### **B. Purchases Utilizing Cooperative Contracts**

This section authorizes competitively bid, cooperative, fixed-price contracts established by federal, state, or local government agencies, or purchasing cooperatives that provide pricing that is more advantageous than local market prices or that MCC could reasonably expect to obtain in sourcing on its own. These contracts must be consistent with MCC's legal requirements, procured in a competitive nature by the partner agency, and contain a "piggyback" clause permitting other organizations to purchase off of the same contract



accessing the contract terms and values. These contracts may only be used subject to the MCC Procurement & Contract Services Department's approval as well as other approvals required by the amount of the purchase.

**C. Purchases of Services Unique to Individuals**

Services that are identified to be unique to an individual or individuals, such as a guest speaker, entertainment, officials for athletic events, legal services, financial investment and bond counsel, consultants, professional services, etc. These services may only be sourced without competitive solicitations subject to the MCC Procurement & Contract Services Department's approval as well as other approvals required at the amount of the purchase. In these situations, the MCC Procurement & Contract Services Department may work with MCC staff to negotiate the best price for the desired services.

**D. Chancellor's Discretion**

If the Chancellor or his/her designee determines that a purchase is in the best interest of the District, the purchasing process or procedure may be waived by the Chancellor or his/her designee.

## **ARTICLE 6 – CONTRACTS**

In general, contracts for goods and services that are entered into by MCC are non-exclusive with the vendors. Contracts are administered by the MCC Procurement & Contract Services Department and shall adhere to the following general requirements:

### **6.1 Multi-Year Contracts**

A multi-year contract is not authorized unless the multi-year term has received specific approval by the Board of Trustees. A solicitation must specify whether or not a multi-year contract may be awarded. A multi-year contract must contain provisions that allow for termination by MCC through a non-appropriations clause that includes a statement that the contract will be paid only from current appropriated funds and that it may be terminated at the end of MCC's fiscal year for non-appropriation of funds. Additionally, such contracts are subject to an annual administrative review to determine if the contract must be terminated for non-appropriation or other reasons stated in the contract.

### **6.2 Modification to Contracts**

Any contract changes shall be processed through a contract amendment that specifies in detail the changes to be integrated into the contract document. Upon review, the contract amendment will be issued by the MCC Procurement & Contract Services Department, signed by the contractor and the authorized signor on behalf of MCC.

### **6.3 Legal Review**

All contracts are subject to legal review by the MCC Legal Department, at the discretion of the MCC's Chief Legal Officer.

### **6.4 Signature Authority**

All approvals shall conform to the current MCC Contract Signature Authority.

### **6.5 Board Approved Contracts**

A Board Action Item must be prepared by the requesting department and submitted to the MCC Procurement & Contract Services Department prior to the deadline to submit Board agenda items. The MCC Procurement & Contract Services Department will review and approve the Board Action Item prior to submitting it for approval by the Vice Chancellor of Administrative Services/CFO, who reviews/approves and forwards it to Chief Legal Officer for approval to be included as a Board Action Item for the Board of Trustees' consideration for approval.

### **6.6 Contract Management**

The MCC Procurement & Contract Services Department will be responsible for maintaining documentation of supplier performance, as required, utilizing criteria such as terms, price, quality, delivery, and timeliness and service level.

College departments or offices will provide feedback pertaining to the awarded supplier's performance. A supplier/vendor that does not meet the requirements of the awarded contract may be determined to be non-compliant.

The MCC Procurement & Contract Services Department will notify the supplier/vendor, in writing, of any problem requiring immediate corrective action. If no satisfactory corrective action is received,

the supplier/vendor will be considered to be in breach of contract and the contract may be terminated, and the vendor may be disqualified from future solicitations.

## **6.7 Contract Cancellation**

A contract may be terminated in accordance with its terms. If the terms do not specify a basis for termination, the contract may be terminated with or without cause by MCC giving a thirty (30) day prior written notice to the legal address of the contractor. The MCC Procurement & Contract Services Department will issue all contract cancellations.

## **ARTICLE 7 – VENDOR REQUIREMENTS**

### **7.1 Vendor Payment**

MCC will not pay a vendor unless an invoice is received for the goods or services provided. Accounts Payable may also require confirmation from the requesting department substantiating satisfactory receipt of goods or performance of services.

### **7.2 Debarment and Suspension**

MCC shall abide by Missouri and federal law with regard to all disbarments/suspensions of potential vendors. In determining the status of a business or person with regard to debarment/suspension in the State of Missouri, MCC shall refer to the Missouri Secretary of State's website.

### **7.3 Disqualification of Bidders Recommendation**

The MCC Procurement & Contract Services Department may designate as irresponsible bidders, vendors who default on their bids or perform poorly on prior work, and to disqualify them from receiving any business from the College for a stated period of time. Disqualification shall only be designated upon the inability or unwillingness of the vendor to remedy the issue.

## ARTICLE 8 – VENDOR DISPUTES

This procedure is intended solely as an attempt to provide bidders with the opportunity to communicate perceived issues to the MCC department conducting the solicitation. It is not intended to create any legal right, cause of action, property interest or independent means of redress that does not otherwise exist under Missouri law. It shall not serve to abrogate or effect MCC's exclusive right to determine the lowest and most responsible bidder in any particular bid situation. Any correspondence initiated by a bidder that involves or may involve legal representation shall be addressed to and handled by the MCC Legal Department.

- A. **Right to Protest:** Any actual or prospective bidder who is aggrieved in connection with a solicitation or award of a contract may submit a written request for clarification through the MCC Procurement & Contract Services Department.
- B. **Appeal:** An actual bidder or prospective bidder may appeal the decision of award by submitting an appeal to the MCC Executive Director of Procurement & Contract Services within five (5) business days of the date of the decision award. If the purchase requires the approval of the MCC Board of Trustees, the decision award date shall be the date of approval by the Board of Trustees. If the purchase does not require the MCC Board of Trustees' approval, the award date shall be the date a purchase order is issued. The written appeal shall state with specificity the facts supporting the protestor's position. The appeal shall be reviewed by the Executive Director of Procurement & Contract Services or designee, who will issue a decision in writing within five (5) business days of receipt of the protestor's timely filed written appeal.

A formal appeal or protest must be in written form and must contain:

- 1) a specific identification of the MCC policy or state law that the action complained of is alleged to have violated;
- 2) a specific description of each act alleged to have violated the MCC policy or state law;
- 3) a precise statement of the relevant facts;
- 4) an identification of the issue(s) to be resolved;
- 5) argument in support of the dispute;
- 6) the remedy sought.

The Vendor must also provide all supporting documents or other evidence.

- C. **Finality of Decision:** The decision of the Executive Director of Procurement & Contract Services or his/her designee shall be considered final and is not subject to appeal or further consideration unless warranted by an MCC investigation. In the event of an investigation, MCC shall not proceed further with the solicitation or with the award of the contract until the protest process is complete, or unless the Vice Chancellor of Finance and Administrative Services/Chief Financial Officer (or his/her designee) makes a written determination that the award of the contract without delay is necessary to protect substantial interests of the College. In conclusion of the investigation, the Executive Director of Procurement & Contract Services, or designee, shall render a ruling and the decision shall be considered final and not subject to appeal or further consideration.