

UNIVERSITY OF WEST FLORIDA

NOTICE OF PROPOSED AMENDMENT TO REGULATION

REGULATION TITLE: UWF/REG-6.0058 Contracts.

SUMMARY: The proposed amendment will allow exceptions to contractual requirements set forth in UWF Reg. 6.0058 for approval by the Vice President for the Division requesting the exception upon a determination that the exception is in the best interest of the University considering the risk involved and the benefit to be obtained.

AUTHORITY: Article IX of the Florida Constitution; Florida Board of Governor's Regulations 1.001 and 18.001; Section 1010.04, Florida Statutes.

NAME OF UNIVERSITY OFFICIAL INITIATING PROPOSED REGULATION AMENDMENT: Patricia Lott, General Counsel

THE PERSON TO BE CONTACTED REGARDING THE PROPOSED REGULATION IS: Patricia Lott, General Counsel, plott@uwf.edu, Phone (850) 474-3420; FAX (850) 857-6058; Bld. 10/Rm 128; 11000 University Parkway; Pensacola, FL 32514-5750. Any comments regarding the proposed regulation amendment must be sent in writing to the contact person on or before July 19, 2011 to receive full consideration.

THE DATE THIS NOTICE WAS POSTED ON THE UWF BOARD OF TRUSTEES WEBSITE:

July 1, 2011

THE FULL TEXT OF THE PROPOSED AMENDMENT TO THIS REGULATION IS SET FORTH BELOW:

**University of West Florida Regulations
UWF/REG-6.0058 Contracts.**

(1) Contracts for commodities or contractual services or licenses shall consist of a purchase order or bilateral agreement signed by the University officials designated by Presidential authority prior to the goods or services being rendered by the contractor.

(2) Any contract for the purchase of services or tangible personal property for a period in excess of one fiscal year shall include the following statement: "The State of Florida's and University's performance and obligation to pay under this contract is contingent upon an annual appropriation by the Legislature."

(3) Extension of a contract without an expressed renewal option shall be in writing, shall be signed by both parties, and shall be subject to the approval of the Chief Procurement Officer and shall be subject to the same terms and conditions set forth in the initial contract.

(4) A contract may contain provisions for renewal. The total value of the contract shall be the sum of the purchase price for the initial term plus all renewal costs. All contract renewals are subject to sufficient annual appropriations and a renewal shall be signed by both parties prior to the expiration of the initial contract.

(5) The University may enter into deferred payment agreements utilizing the State of Florida Controller's Consolidated Equipment Financing Program or other financing program when deemed in the best interest of the University.

(6) In order to promote cost-effective procurement of commodities, contractual services or licenses the University has the authority to enter into contracts that limit the liability of a vendor consistent with Section 672.719, F.S.

(7) All bilateral agreements for services shall be written and:

- (a) Provide dates of services;
- (b) Provide payment terms;
- (c) Indicate the University's ability to unilaterally cancel the contract;
- (d) Provide renewal terms, if any;
- (e) Reference the Travel statute in Chapter 112, F.S., if applicable;
- (f) Provide units of deliverables;
- (g) Require contractor to submit invoices in sufficient detail to allow for a proper pre-audit and post-audit;
- (h) Provide that the University does not indemnify any person, party or entity beyond the extent allowed by law; and
- (i) Contain the signature of the President or designee and contractor.

(8) In lieu of a written bilateral agreement for services, when the relationship of the parties is not complex and thereby necessitating a detailed contract, the University has the option to issue a purchase order that includes the above items (a)-(h).

Specific Authority §1010.04 FS.; BOG Regulation 18.001.

History--New 9-23-03. Formerly 6C6-6.0058. Converted to UWF/REG 6.0058 - 7/21/05. Amended 1/5/07_____.