

Doc. T92-031, Appendix A, as amended

Passed by the Board of Trustees

June 3, 1992

Revised: 12/4/96; 8/7/2002; 6/12/08; 6/8/11; 9/17/14; 12/15/21

UNIVERSITY OF MASSACHUSETTS PROCUREMENT POLICY

I. INTRODUCTION

This Procurement Policy (Policy) governs the procurement of all Goods and Services by the University. In accordance with the provisions of Section 3 of Chapter 75 of the General Laws, as amended, all procurements by the University irrespective of the method of procurement or source of funds, shall be governed by this Policy subject to subsequent amendment, revision, or repeal, by the Board of Trustees.

This Policy does not supersede any of the provisions of the Senior Vice President for Administration & Finance and Treasurer's Delegations, Doc. T97-014. All University employees must follow Doc. T08-028, the Policy on Codes of Conduct for University/Vendor Relationships.

All persons responsible for procuring Goods and Services governed by this Policy shall confer with the Office of the General Counsel as advisable in order to assure compliance with this Policy.

II. THE STANDARDS

The President shall issue Administrative Standards for the Procurement Policy (Doc. T92-031) (Standards). The Senior Vice President for Administration & Finance and Treasurer shall recommend such Standards for the President's action. Capitalized terms used herein, if not otherwise defined in this Policy, shall be defined as set forth in the Standards. The Senior Vice President for Administration & Finance and Treasurer shall confer on a regular basis with the CPO, the Vice Chancellors of Finance and Administration and the General Counsel to determine whether revisions to the Standards are appropriate to comply with University policies or law, and to assure that the University is using best practices to procure its Goods and Services.

III. POLICY STATEMENT

A. Shared Services Procurement:

There shall be within the President's Office a unified procurement organization, the Unified Procurement Services Team (UPST), which shall be responsible for, inter alia, the management of the procurement of Goods and Services and other related administrative functions as required by the Campuses and the University President's Office. UPST will be led by a Chief Procurement Officer (CPO).

B. Competitive Procurement Practices:

The University shall procure all Goods and Services covered by this Policy at the best overall value to the University, consistent with the necessary specifications, quantities, quality, durability, availability, serviceability, and other factors affecting the use of the Good or Service by the University. In complying with this Policy, the cost of acquisition, as well as other factors (such as the delivery time required, supplier diversity, and prior performance) may be considered. All procurements must: (1) have prior approval of the CPO or the CPO's designee; and (2) must follow applicable delegation and signatory authority in accordance with this Policy and the associated Standards.

To encourage open and fair competition, advertisement for, and receipt of, competitive bids shall be used whenever practicable, or when required by law. The University's commitment to the principles of Affirmative Action shall be applied to procurements with the objective of: (1) achieving and fostering greater participation in University procurement activity by minority-owned small business, small disadvantaged business, women-owned small business, HUBZone small business, Veteran-owned small business, and service-disabled Veteran-owned small business enterprises; and (2) encouraging socially or economically disadvantaged business owners to respond to invitations to bid on University business.

C. Delegations of Authority:

1. **To the President**, with authority to re-delegate to the Senior Vice President for Administration & Finance and Treasurer, or any member of the President's Office as the President may determine:
 - a. Authority to require the campuses to utilize a system-wide or multi-campus procurement or existing contract for any purchase covered by this Policy. A Chancellor who believes such procurement would not be in the best interest of his/her Campus shall be entitled to request not to participate in such procurement, but the President shall make the final decision.
2. **To the President**, for President's Office, multi-campus or system-wide procurements, and Campus-specific procurements with prior approval of the Campus, with authority to re-delegate to the Senior Vice President for Administration & Finance and Treasurer, and/or such other designees as the President shall determine:
 - a. Authority to enter into and execute Purchase Agreements for Goods not otherwise delegated pursuant to Article III (C)(2)(c-d).
 - b. Authority to enter into and execute Purchase Agreements for Services not otherwise delegated pursuant to Article III (C)(2)(c-d).
 - c. Authority to enter into and execute Purchase Agreements for labor and materials for repair or construction, including design services, of real property used by the President's Office subject to any applicable requirements under M.G.L. ch.7C, M.G.L. ch.30, or M.G.L. ch.149.

- d. Authority to enter into and execute Purchase Agreements, leases or licenses of any items, including but not limited to, equipment, vehicles, information technology hardware/software, and/or library materials including electronic journals. Procurement of information technology, hardware/software, or peripherals must comply with the Information Technology Acquisition Policy, Doc. T08-086.
 - e. Authority to enter into and execute Real Property Agreements relating to the use of Real Property by the President's Office. All agreements for the use and disposition of Real Property must be in compliance with the University's Capital Planning, Land and Facilities Use Policy, Doc. T93-122 and with the Treasurer's Delegations, Doc. T97-014.
3. **To the Chancellors**, for Campus procurements with authority to re-delegate to such University Personnel as the Chancellor may determine:
- a. Authority to enter into and execute Purchase Agreements for Goods not otherwise delegated pursuant to Article III (C)(3)(c-d).
 - b. Authority to enter into and execute Purchase Agreements for Services not otherwise delegated pursuant to Article III (C)(3)(c-d).
 - c. Authority to enter into and execute Purchase Agreements for labor and materials for repair or construction, including design services, of real property used by the Campus subject to any applicable requirements under M.G.L. ch.7C, M.G.L. ch.30, or M.G.L. ch.149.
 - d. Authority to enter into and execute Purchase Agreements, leases or licenses of any items, including but not limited to, equipment, vehicles, information technology hardware/software, and/or library materials including electronic journals. Procurement of information technology, hardware/software, or peripherals must comply with the Information Technology Acquisition Policy, Doc. T08-086.
 - e. Authority to enter into and execute Real Property Agreements relating to the use of Real Property by the Campus. All agreements for the use and disposition of Real Property must be in compliance with the University's Capital Planning, Land and Facilities Use Policy, Doc. T93-122 and with the Treasurer's Delegations, Doc. T97-014.

All sub-delegations of authority pursuant to this Policy shall be made in writing and forwarded to the office of the Senior Vice President for Administration & Finance and Treasurer and to the General Counsel.

4. **To the General Counsel**, with authority to re-delegate to an attorney in the Office of the General Counsel as the General Counsel may determine, authority to enter into Legal Services agreements and agreements for any other services performed by external lawyers or law firms. Any retention or hiring of lawyers or law firms external to the University providing any legal or other advice or services to the University (and any of its University related entities and affiliates), must be directed to and coordinated with the University's Office of General Counsel. Any such lawyer and/or law firms shall be retained by, and work under the continuing supervision of the General Counsel pursuant to the Office of General Counsel's standard operating procedures.

D. Legal Review:

1. The General Counsel, or an attorney in the Office of the General Counsel as the General Counsel may determine, shall review and determine legal acceptability of the following Purchase Agreements (including, but not limited to, multi-campus or system-wide procurements, entered into by the President's Office or the Campuses) prior to execution as set forth in this Policy and the Standards. Review by the Office of the General Counsel under this Policy and the Standards is in addition to any other internal approvals that may be required under other University policies.
 - a. Purchase Agreements with a Cost of \$100,000 or more.
 - b. Regardless of Cost:
 - i. Real Property Agreements.
 - ii. Lobbying Services Agreements.
 - iii. Purchase Agreements and/or amendments thereto which contain language that conflicts with, modifies, deletes, adds to, or otherwise alters the University's standard Purchase Agreement terms and conditions.
2. The responsible procurement or contracting official for UPST shall confer with the General Counsel when advisable to assure compliance with this Policy.

**UNIVERSITY OF MASSACHUSETTS
ADMINISTRATIVE STANDARDS FOR THE PROCUREMENT POLICY (“Standards”)
(Doc. T92-031, Appendix A) (as of January 29, 2024)**

I. INTRODUCTION

A. Applicability

These Standards set forth the processes and procedural rules that apply to all procurements governed by the University of Massachusetts Procurement Policy Doc. T92-031, as amended (“Policy”). All University employees, consultants, independent contractors, and agents responsible for procuring Goods and/or Services, expending funds for Goods and/or Services, or interacting with Contractors related to a procurement or other transaction governed by these Standards and the Policy (collectively “University Personnel”) shall act in accordance with the process and procedures set forth herein as well as the purpose and intent of the Policy and the Standards regardless of the source of funds or payment mechanism. Any action taken by University Personnel to circumvent any control set forth in the Policy or these Standards based on a technicality is a violation of the Policy and/or these Standards, as applicable.

B. Definitions

1. “Bank Card” shall mean the University authorized commercial credit card used as a payment method for those vendors that do not accept a Purchase Order, a mechanism for emergency purchases, and a payment method in lieu of employee Travel reimbursement. Bank Card use must comply with the UMass Bank Card Use Standard.
2. “Campus” shall mean any of the individual campuses of the University of Massachusetts, maintained at: Amherst, Boston, Dartmouth, Lowell, and Worcester and the University of Massachusetts President’s Office.
3. “Competitive Procurement” shall mean the acquisition of Goods and/or Services through fair and open competition where multiple Contractors have been considered and evaluated prior to selection and purchase.
4. “Commodity Approver” shall mean the person designated by the Campus with managerial responsibility over the risk related aspects of particular Goods and/or Services as set forth in Table 2.
5. “Contractor” shall mean an individual, company, or other entity engaged to provide Goods or perform Services for or on behalf of the University under a Purchase Agreement, other than in an employment status, and minimally supervised by University Personnel. Contractors must meet the requirements for independent contractors under state and federal law, including M.G.L. c.149, section 148B. “Contractor” may be interchangeably referred to herein or in the University’s BuyWays system as “Supplier”. Questions or guidance concerning independent contractor status shall be directed to Campus Chief Human Resources Officer.

6. “Department” shall mean a functional unit within the University seeking to procure Goods and/or Services under the Policy and these Standards.
7. “Expenditure Authority” shall mean the power to approve the expenditure of funds necessary as a prerequisite to exercise of Signature Authority, consistent with Delegations of Authority as authorized by the Board of Trustees in the Policy.
8. “Goods” shall mean products, material, commodities, leases (including equipment, vehicles, or other tangible personal property) and licenses (including software, information, or electronic journals). The terms “Goods” or “Services” may be used individually or together written as “Goods and/or Services”.
9. “Legal Services” shall mean attorneys or law firms retained to provide legal advice, representation or other services for the University, a Campus, or University employees in matters relating to their official duties. Any attorney or law firm retained by the University on a permanent, temporary, or consultant basis shall be approved and retained by, and subject to the continuing supervision of, the General Counsel of the University, pursuant to the vote of the Board of Trustees, May 1, 1974.
10. “Lobbying Services” shall mean the engagement of individuals or entities to act on behalf of the University or a Campus to promote, oppose, influence, or attempt to influence the decision making of any officer or employee of a state or federal executive branch, agency or authority, or to promote, oppose, influence or attempt to influence the introduction, sponsorship, consideration, action or non-action with respect to any state or federal legislation.
11. “Price” or “Cost” shall mean the value or estimated value of the monies to be paid or expended related to the acquisition of Goods and/or Services over the term of the Purchase Agreement, including any renewals or extensions thereof, and may include either solely the Price of the actual Goods and/or Services, or for comparison purposes, the total Cost of acquisition and ownership, whichever is the most prudent.
12. “Purchase Agreement” shall mean, without limitation, any written or electronic legally-binding set of terms and conditions whether signed by hand, electronically, or “click to accept” by a duly authorized university official as per Delegations of Authority as authorized by the Board of Trustees in the Policy, between the University and an external individual or entity for the provision of Goods and/or Services, where value is exchanged. This includes, without limitation, the University’s Contract for Services, master agreements, master services agreements, agreements, contracts, memorandums of agreement/understanding, letters of intent, amendments, sub-contracts, proof of concept agreements, trial agreements, or any other written or electronic legally-binding set of terms and conditions between the University and an external individual or entity.
13. “Purchase Order” shall mean a purchase order issued from the University of Massachusetts system of record (“BuyWays”) which has attached to it the University’s then-current standard purchase order terms and conditions, or any other approved business unit specific Purchase Order.

14. “Real Property” shall include, but may not be limited to land, buildings, air rights, water rights and mineral rights owned by the University and is the property of the Commonwealth of Massachusetts which has been entrusted to the University for stewardship. All procurement transactions related to Real Property must comply with the Capital Planning, Land and Facilities Use Policy ([T93-122](#), as amended).
15. “Real Property Agreement” shall mean any written or electronic legally-binding set of terms and conditions whether signed by hand or electronically, between the University and an external individual or entity pertaining to Real Property. All procurement transactions related to Real Property must comply with the Capital Planning, Land and Facilities Use Policy ([T93-122](#), as amended).
16. “RFX(s)” shall mean invitations to bid including but not limited to, requests for proposals, requests for quotes, requests for information and/or any other type of solicitation of goods or services as approved by the CPO.
17. “Services” shall mean duties, work, or activities performed by an individual, company, or entity for the University under a written Purchase Agreement or performed by the University for a third party pursuant to a Purchase Agreement. Legal Services, as defined herein, are expressly excluded from the definition of “Services”. The terms “Goods” or “Services” may be used individually or together written as “Goods and/or Services”.
18. “Signature Authority” shall mean the power to enter into and execute (whether by hand, electronic, or “click to accept”) a Purchase Agreement on behalf of the University (including a Department). Signature Authority is granted under the Treasurer’s Delegations, as defined by [T97-014](#) and the Policy.
19. “Specifications” shall mean the quantity, quality, durability, availability, serviceability, and other factors affecting suitability of Goods and/or Services, or Contractor as well as contractual terms and conditions required by the requesting Department or the University.

II. PROCURMENT ADMINISTRATION

A. Unified Procurement Services Team

1. The Unified Procurement Services Team (“UPST”) is established and under the direction of the Chief Procurement Officer and is responsible for the implementation of the Standards applicable to the University’s campuses and the President’s Office and shall manage and conduct purchasing activity as set forth herein.
2. All decisions made by the Department with respect to Goods and/or Services, Contractor selection, and acceptance of risk shall be in accordance with the Policy and these Standards as well as the other applicable University policies and standards. For the avoidance of doubt, UPST is the exclusive department for conducting purchasing and procurement activities. UPST has oversight responsibility for all procurements covered under the Policy and these Standards; however, final selection of Goods and/or Services, Contractor selection, and risk acceptance is the responsibility of the Department or Campus.

3. The President is designated as the officer of the University responsible for issuing these Standards. The Senior Vice President for Administration & Finance and Treasurer shall recommend such standards for the President's action. The Senior Vice President for Administration & Finance and Treasurer shall confer on a regular basis with the Vice Chancellors of Finance and Administration and the General Counsel to determine whether revisions to the Standards are appropriate to comply with University policies or law, and to assure that the University is using best practices to secure its Goods and/or Services.
4. University Personnel shall comply with all applicable state and federal laws and regulations with respect to purchasing and the procurement of Goods and/or Services including, without limitation, laws and regulations related to:
 - a. Use of public funds
 - b. Competitive bids
 - c. Public works projects
 - d. Federal Acquisition Regulation
 - e. Defense Federal Acquisition Regulation
5. All decisions to expend funds related to the acquisition of Goods and/or Services must be in accordance with the delegation and signatory authority set forth in Treasurer's Delegations [T97-014](#).
6. UPST shall be engaged at the requirements development stage for any RFX or procurement that requires a Competitive Procurement by submitting a sourcing request; otherwise, UPST shall be engaged by submitting a requisition for a Purchase Order in BuyWays. Questions regarding this process should be directed to UPST.
7. To the extent that a Department, Campus, or the President's Office has additional procurement-related policies or administrative rules or processes for the approval of purchases, those policies, rules, and/or processes that are not configured in BuyWays shall be complied with prior to or at the time of engagement of UPST. For example, 1) if a Campus has a policy that furniture products must be approved by the Campus' facilities department; then such facilities' approval shall be obtained prior to the requisition being submitted in BuyWays; or 2) if a Campus has a hazardous materials policy that specifies a ship to address, then those ship to addresses shall be specified on the BuyWays requisition when submitted.
8. UPST shall be engaged to conduct the purchasing and procurement activities for all purchasing and procurement activities as set forth in these Standards or when the purchase cannot be conducted with the use of only a Purchase Order.

B. Other Group Purchasing Organizations (GPOs)

University Personnel responsible for procurement and purchasing shall inform themselves of prices and specifications of items available through Group Purchasing Organizations ("GPO"), including but not limited to the Commonwealth of Massachusetts, Operational Services Division ("OSD") and the Massachusetts Higher Education Consortium ("MHEC"). GPO contract price agreements may be utilized whenever it would be to the advantage of the University. When utilizing GPO contracts other than OSD or MHEC, UPST shall determine if the GPO contract was the result of procurement activity

that complies in all material respects to the Policy and these Standards, including, without limitation, any requirements for Competitive Procurements.

C. Contracting, Purchase Method Requirements, and Additional Approvals

1. The required methods for procurement are specified in Section III, set forth in Table 1. Certain Goods and/or Services have more restrictive requirements, controls, and approvals as set forth under Section II(C)(2) and Section II(D). Any purchase that includes multiple categories of items purchased shall be governed by the most restrictive requirements.
2. Specific Approvals Required for Certain Goods and/or Services
 - a. Bank Cards
 - i. The University of Massachusetts Bank Card program is available to offer a payment method for those Contractors that do not accept a Purchase Order, a mechanism for emergency purchases, and a payment method in lieu of employee travel reimbursement.
 - ii. All purchases made using a Bank Card must be in compliance with University of Massachusetts Policies, Standards and Procedures, including these Standards and the [University of Massachusetts Bank Card Use Standards](#).
 - b. Direct Payments
 - i. “Direct Payments” are to be used only for approved purchases where UPST has determined that the transaction does not warrant the issuance of a Purchase Order. The Direct Payment is not to be used as a method to pay an invoice for goods or services after the fact, when a Purchase Order should have been issued.
 - ii. All purchases made using a Direct Payment must be in compliance with University of Massachusetts Policies, Standards and Procedures, including this Standard.
 - iii. Goods and Services approved by the UPST for Direct Payment shall be set forth in Table 4.
 - c. Requisitions and Purchase Orders
 - i. A Purchase Order is required for procurement of any Goods and/or Services that are ineligible for Direct Payment.
 - ii. Requisitions for Purchase Orders are created by the Department and must be approved by an individual in the Department who has adequate Expenditure Authority.
 - iii. Purchase Orders for certain Goods and/or Services require additional approvals set forth in Table 2. Once the requisition is approved, UPST issues the related Purchase

Order. All University Purchase Orders are issued by UPST.

- iv. The issuance of a “Blanket” Purchase Order does not override any other requirements in these Standards.

d. Goods and/or Services Always Requiring a Purchase Agreement

In addition to the requirements set forth in Section II(C)(2)(c), any procurement of Goods and/or Services, regardless of Cost, that meets any of the criteria listed in Sections II(C)(2)(d)(i-vi) below always requires a Purchase Agreement. The applicable University standard Purchase Agreement form shall be used whenever possible when a Purchase Agreement is required. Whenever the governing Purchase Agreement is a Commonwealth of Massachusetts, Operational Services Division or other approved consortia agreement, the related purchase order shall reference such agreement.

- i. Procurements involving maintaining, disclosing, transmitting, accessing, using, or storing information defined as Private, Restricted or Confidential data in T97-010 Policy Statement on Data Security, Electronic Mail, And Computer Policy Development. require a Purchase Agreement with sufficient language that specifies the obligations of the Contractor for safeguarding personal information (“PI”) or protected health information (“PHI”) from unauthorized disclosure or use.
- ii. Procurements of software, software development or Software as a Service (“SaaS”) or any software or Service which would include access to University networks.
- iii. Procurements in which the Contractor is performing design, engineering, consulting and construction work, including but not limited to work governed by M.G.L. c.149, M.G.L. c.30 § 39M and M.G.L c.7C.
- iv. Procurements in which the Contractor is performing hazardous work, dangerous or security related activities, or may have access to sensitive areas or sensitive information.
- v. Procurements of any hazardous material or radioactive materials, or radioactive medical supplies.
- vi. Purchase Agreements implicating the University’s trademarks, copyrights, or intellectual property.
- vii. Procurements in which the Contractor will receive payments on behalf of the University of Massachusetts and will have access to Payment Card Industry Data (“PCI”), any data associated with a credit card or card holder’s account.
- viii. Procurements of Services with a cost greater than \$50,000 per fiscal year.

e. Restrictive Controls for Specified Goods and/or Services

- i. Additional approvals may be required for requisitions of certain Goods and/or Services that are subject to other Board of Trustee policies or designated by a Campus or UPST. Additional approvals that are not configured in BuyWays shall be complied with prior to or at the submission of a requisition. The absence of a configured approval in BuyWays does not absolve the Department requesting a good or service from the requirement to comply with Policy or campus requirements.
- ii. Additional approvals including but not limited to those set forth in Table 2 under Section II(C)(1) are required prior to UPST issuing a Purchase Order.
- f. Purchase Agreements requiring notification of the University of Massachusetts President's Office
 - i. The Campus must notify the Senior Vice President for Administration & Finance and Treasurer, or designee when entering into a Purchase Agreement for consulting services greater than or equal to \$300,000 in value.

D. Real Property

Procurements involving Real Property shall always require a Real Property Agreement, and must comply with the Capital Planning, Land and Facilities Use Policy ([T93-122](#), as amended).

III. COMPETITIVE PROCUREMENT

A. Definition

A Competitive Procurement shall include the consideration and evaluation of the Contractor's abilities to provide the required goods or services at the best over-all value to the University consistent with the necessary specifications, quantities, quality, durability, availability, serviceability, and other factors affecting the use of the good or service by the University. The Competitive Procurement may include an RFX open to a minimum of two (2) Contractors, but a strongly preferred minimum of three (3) Contractors.

B. Requirements

1. A Competitive Procurement is required for purchases of any Goods and/or Services for which the Cost per year equals or exceeds ten thousand dollars (\$10,000), except for those purchase transactions identified in Table 3 Exceptions to Competitive Procurement. The Chief Procurement Officer has the authority to waive the Competitive Procurement requirement in exigent circumstances that may include, without limitation: (a) threats to the health and safety of students, faculty, or staff; (b) the integrity or stability of University infrastructure both physical and logical; or (c) the operational needs of the University.
2. All Labor and Materials construction projects must be bid in compliance with M.G.L. c.149 and M.G.L. c.30 § 39M.
3. Services for Building Projects (as defined in M.G.L. c.7C) must be bid in compliance with

M.G.L. c.7C.

4. RFXs shall be written in a manner to encourage fair and open competition; e.g., proprietary Specifications favoring a single Contractor shall not be included.
5. Specifications shall be written in clear, simple language and provide an accurate description of the physical, technical, or functional characteristics of the desired Good or Service. Specifications shall be as detailed as practical, presenting a clear statement of the required standards of workmanship, materials, services and/or performance of the desired Goods and/or Services. RFXs may include language for the submission of samples that may be examined, tested, and analyzed to determine if they meet the stated Specifications.
6. RFXs issued should include a copy of the University's standard Purchase Agreement for the type of transaction and any other contractual terms and conditions applicable to the particular procurement.
7. When applicable, RFXs shall be posted on the UPST website, and when deemed desirable, or as required by law, may be advertised in newspapers and trade journals in the state, COMMBUYS or other appropriate public internet websites. Advertisement for design and building construction must be in compliance with M.G.L. c.7C, M.G.L. c.149 and M.G.L. c.30 § 39M. RFXs run by Group Purchasing Organizations or other procurement consortia may be used to fulfill this requirement, provided that such RFX was the result of procurement activity that complies in all material respects to the Policy and these Standards, including, without limitation, any requirements for obtaining quotes from multiple Contractors.
8. Additional requirements for Competitive Procurement are set forth in Table 1.

C. Competitive Procurement Waiver

When a Competitive Procurement is required per the Policy or these Standards, a procurement without a RFX may be awarded subject to the approval of a written "No Bid Justification" by the Chief Procurement Officer of the University or designee. The No Bid Justification must include the benefits and circumstances for purchasing without Competitive Procurement, or the reasons why a Competitive Procurement is impractical or not possible. The No Bid Justification must also include how the requester has ensured price competitiveness and reduction of risk in lieu of the use of a Competitive Procurement. A No Bid Justification must be submitted on the specified form or through BuyWays by the Department to UPST. The form must be approved by the requester, and the individual with budgetary oversight for the funds being expended without Competitive Procurement.

D. Proof Concepts/Trials

1. Highly technical and complex purchases of equipment, software, and certain technical services may not be ideally suited for traditional RFXs or "paper based" evaluations; i.e., appropriate diligence and evaluation may require actual hands-on use, or for services, actual experience with the processing. Proof of concepts and trial agreements are agreements between the University and a Contractor to determine suitability to meet University requirements. Whenever possible the University's standard proof of concept or trial agreement form shall be used. Given the

preceding, and subject to the approval of UPST, Departments may substitute a proof of concept or trial to evaluate at least two (2) potential Goods or Service offers. The proof of concept or trial exercise must include:

- a. Execution of a proof of concept or trial agreement
 - b. Documented evaluation criteria
 - c. Submitted pricing from each bidder
 - d. Pricing/Cost analysis based on likely consumption of Goods and/or Services
 - e. Bidder's response to the University's Purchase Agreement; and
 - f. Documented scoring of both bidders across all of the above elements
2. The intent of the proof of concept or trial exception is not the elimination of marketplace competition but as an alternative when all requirements are not necessarily known at the initiation of the purchasing process or when the nature of the functionality does not lend itself to the traditional RFX process.

IV. LEGAL REVIEW; STANDARD UNIVERSITY PURCHASE AGREEMENTS; GENERAL COUNSEL PRESENTATION

- A. The General Counsel, or an attorney in the Office of the General Counsel as the General Counsel may determine, shall review and determine legal acceptability of the following Purchase Agreements prior to execution as set forth in the Policy and as further set forth below. Review by the Office of the General Counsel under the Policy and these Standards is in addition to any other internal approvals that may be required under other University policies.
1. Purchase Agreements for Services with a Cost of \$100,000 or more per fiscal year.
 2. Regardless of Cost:
 - a. Real Property Agreements;
 - b. Lobbying Services agreements;
 - c. Purchase Agreements and/or amendments thereto, containing language that modifies, deletes, adds to, or otherwise alters the University's standard Purchase Agreement terms and conditions.
 - d. Purchase Agreements drafted by a Contractor and utilized in lieu of the University's standard terms and conditions.
- B. In addition to the preceding, the Office of the General Counsel may review any Purchase Agreement and/or amendments thereto which UPST, a Department, Campus, and/or the Office of the General Counsel reasonably believes requires legal review. Whenever possible, the University's standard Purchase Agreements (e.g. Contract for Services) shall be used for procurements covered under the Policy and these Standards.
- C. At least annually, the Office of the General Counsel shall present an update on the current state of significant legal matters to the Audit and Risk Committee of the University Board of Trustees. This presentation shall be delivered in Executive Session, in accordance with the MA Open Meeting Law.

V. INTERPRETATION OF THESE STANDARDS

The Chief Procurement Officer shall be consulted regarding any interpretation or application of the Policy or these Standards. The Chief Procurement Office shall consult with the Office of the General Counsel for further guidance if necessary or appropriate. Subjects of consultation may include, without limitation, review and advice for any aspect of procurement, including development of RFXs, responses from bidders, post-award de-briefs and protests, proposed contract terms, and negotiations.



Table 1. Required Methods for Procurement

Type of Procurement	Fiscal Year \$ Limit	Competitive Bids/ Sourcing Requirement ²	Contract Requirement (PO required for all) ¹
Goods			
Purchased on Existing UMass, UPST-approved GPO, or OSD Contract	Any Amount	N/A	Purchase Order Linked to Existing Contract
Not purchased on Existing UMass, UPST-approved GPO, or OSD Contract	Less than \$10k	N/A (Best Over-all Value)	Purchase Order
	Greater than or equal to \$10k but less than \$50k	Multiple (2-3) Quotes (Best Over-all Value)	Purchase Order
	\$50k & Over	Formal Bid by UPST ¹	Purchase Order
Services			
Purchased on Existing UMass, UPST-approved GPO, or OSD Contract	Any Amount	N/A in most cases (contract must be applicable to services being procured-contact UPST for questions)	Purchase Order Linked to Existing Contract
Not purchased on Existing UMass, UPST-approved GPO, or OSD Contract	Less than \$50k	N/A (Best Over-all Value)	Purchase Order with attached Scope of Work Applicable UMass Purchase Agreement may be required ²
	Greater than or equal to \$50k but less than \$100k	Formal Bid by UPST ²	
	\$100k & Over		
Entertainment Contracts⁴	Less than \$10k	N/A (Best Over-all Value)	Campus Entertainment Terms and Conditions
Equipment Rental/Lease/Purchase (not Real Property) not on Existing UMass Purchase Agreement	Less than \$10k	N/A (Best Over-all Value)	Purchase Order Applicable UMass Purchase Agreement may be required
	Greater than or equal to \$10k but less than \$50k	Multiple (2-3) Quotes (Best Over-all Value)	Applicable UMass Purchase Agreement
	\$50k & Over	Formal Bid by UPST ²	Applicable UMass Purchase Agreement

¹ A No-Bid Justification is REQUIRED if a purchase does not comply with the Competitive Procurement criteria listed in the table above.

² Applicable UMass Purchase Agreement shall mean the UMass Contract for Services or Master Services Agreement, as defined in Article I, Section B(12) of the Administrative Standards for the Procurement Policy.

³ UMass SVP for A&F Notification Required for Consultant Services over \$300k.

⁴ Entertainment/Artist Agreements: Contracts for the procurement of services by performers or artists for entertainment purposes, require the use of Campus Entertainment Terms and Conditions.



Table 1. Required Methods for Procurement (Continued)

Type of Procurement		Fiscal Year \$ Limit	Competitive Bids/ Sourcing Requirement ¹	Contract Requirement (PO required for all) ¹	
Information Technology (Hardware)					
Purchased through UPST VAR program, MHEC, or OSD Contract (“Contract”)		Less than \$300k	Any supplier on UPST VAR program	Purchase Order linked to Contract	
		\$300k & Over	Recommended multiple quotes from two or more supplier on UPST VAR program		
Not purchased through UPST VAR program, MHEC, or OSD Contract		Less than \$10k	N/A (Best Over-all Value)	Purchase Order	
		Greater than or equal to \$10k but less than \$50k	Multiple (2-3) Quotes (Best Over-all Value)		
		\$50k & Over	Formal Bid by UPST		
Information Technology (Software and/or SaaS)					
Purchased through UPST VAR program, MHEC, or OSD Contract (“Contract”)		IT SECURITY REVIEW REQUIRED	Fiscal Year \$ Limit	Competitive Bids/ Sourcing Requirement ¹	Contract Requirement (PO required for all) ¹
	No to All Data Questions	No	Less than \$10k	Any supplier on UPST VAR program	Purchase Order linked to Contract
			Greater than or equal to \$10k but less than \$100k	Recommended multiple quotes from two or more supplier on UPST VAR program	
			\$100k & Over	Recommended multiple quotes from two or more supplier on UPST VAR program	
	Yes to Any Data Questions	Yes	Less than \$10k	N/A (Best Over-all Value)	Purchase Order linked to Contract <i>(additional UMass Data Security Terms and Conditions may be required depending upon IT Security Review)</i>
			Greater than or equal to \$10k but less than \$100k	Recommended multiple quotes from two or more supplier on UPST VAR program	Purchase Order linked to Contract <i>(additional UMass Data Security Terms and Conditions may be required depending upon IT Security Review)</i>
			\$100k & Over	Recommended multiple quotes from two or more supplier on UPST VAR program	
Not purchased through UPST VAR program, MHEC, or OSD Contract		Yes	Less than \$10k	N/A (Best Over-all Value)	Purchase Agreement required <i>(additional UMass Data Security Terms and Conditions may be required depending upon IT Security Review)</i>
			Greater than or equal to \$10k but less than \$50k	Multiple (2-3) Quotes (Best Over-all Value)	
			\$50k & Over	Formal Bid by UPST	

¹ A No-Bid Justification is REQUIRED if a purchase does not comply with the Competitive Procurement criteria listed in the table above.

² Please see the UMass Board of Trustees approved Procurement Policy for additional clarification.



Table 1. Required Methods for Procurement (Continued)

Type of Procurement	Option	Fiscal Year \$ Limit	Competitive Bids/ Sourcing Requirement	Contract Requirement (PO required for all) ¹
Construction (Note: Trade Work ² needs must be confirmed with your campus Facilities Dept)		Less than \$10k ² (Combined cost of Labor and Materials)	N/A (Best Over-all Value)	Purchase Order Required with attached Scope of Work
	1 ⁵	Greater than \$10k but less than \$50k ² (Cost of Labor only) Using UMass Trades Contract	With a defined scope of work, solicit and receive quotes from at least two contracted suppliers ³	Purchase Order Required and Statement of Work (SOW) linked to existing UMass Trades Contract
	2 ⁵	Greater than \$10k but less than \$50k ² (Cost of Labor only) Using OSD Trades Contract	With a defined scope of work, solicit and receive quotes from at least two contracted suppliers ³	Purchase Order Required with Statement of Work (SOW) linked to existing OSD Trades Contract
	3 ⁵	Greater than \$10k but less than \$50k ² (Cost of Labor only) NOT Using UMass Trades or OSD Trades Contract	Use a written scope-of work statement to solicit written responses from no fewer than 3 persons who customarily perform such work and meet advertising and bonding requirements of applicable law ^{3, 4}	Purchase Order Required and UMass Purchase Agreement/Contract Required and Prevailing Wage Sheet
		\$50k & Over	Formal Bid by UPST	Purchase Order Required and UMass Purchase Agreement/Contract Required

¹ Please see the UMass Board of Trustees approved Procurement Policy for additional clarification.

² Applies to any scope of work that is defined as "construction" by Chapter 149 - "construction, reconstruction, installation, demolition, maintenance or repair of any building by a public agency"

³ Work on a single project using multiple trades contracts cannot exceed \$150k

⁴ For advertising requirements see: <https://www.mass.gov/doc/charts-on-procurement-procedures-effective-november-25-2022/download>

⁵ Construction greater than \$10k but less than \$50k must use one of three options for procurement listed. Under MGL, only the cost of the labor is used to calculate the cost, but materials must be broken out separately. The total combined cost of any one project (including all trades work, even with multiple trades from different suppliers, and including materials) cannot be greater than \$150k



Table 2. Additional Requirements for Certain Goods and/or Services

Type of Procurement	Purchase Agreement Requirement	Additional Approval Required
Any purchase of Goods and/or Services where the Contractor has access to University Sensitive Data	Purchase Order and Purchase Agreement (CFS) Data Management Agreement ²	Commodity Approver ¹
Construction	See Table 1	Commodity Approver ¹
Furniture	Purchase Order	Commodity Approver ¹
Hazardous Materials	Purchase Order	Commodity Approver ¹
Information Technology (Hardware)	See Table 1	IT Acquisition Policy Commodity Approver ¹
Information Technology (Software)	See Table 1	IT Acquisition Policy Commodity Approver ¹
Information Technology (Software as a Service - SaaS)	See Table 1	IT Acquisition Policy Commodity Approver ¹
Lasers and 3D Printers	Purchase Order	Commodity Approver ¹
Live Animals	Purchase Order	Commodity Approver ¹
Radioactive Material and Radioactive Medical Supplies	Purchase Order	Commodity Approver ¹

¹ Commodity Approval as defined by Campus

² May be required by Campus Commodity Approvers

³ Purchase Agreement may be required if Contractor requires the acceptance of additional Contractor terms and conditions



Table 3. Exceptions to Competitive Procurement

TYPE OF PROCUREMENT
Purchase Agreement for Goods with a total Cost of less than or equal to \$9,999.99 per fiscal year
Purchase Agreements for Services with a total Cost of less than or equal to \$49,999.99 per fiscal year
Software maintenance renewals when purchased from the manufacturer of the software
Hardware maintenance renewals when purchased from the manufacturer of the hardware
Renewals of Software as a Service (“SaaS”) or hosted applications services
Library journals when purchased directly from the publisher
Instances where UPST consolidates contracts from multiple campuses or departments into a single agreement



Table 4. Categories for the use of Direct Payment

APPROVED CATEGORIES	
Advertising	Postage/Freight
Athletic Officials	Provider Payments (Medical) ¹
Donations	Registrations
Fees/Licenses	Royalty Payments
Fuel	Stipends
Funeral Home/Coroner ⁽¹⁾	Subscriptions
Gifts/Prizes/Awards	Telecom
Honorariums	Temporary Help Services
Human Subjects	Uniforms
Legal Fees/Settlement	Utilities
Membership Fees	Visa Applications
Moving – Lab/Office	Waste Disposal
Non-Employee Reimbursement	Web Service Fees
Performers	

¹UMass Chan Medical School Only