



CCBC

**THE COMMUNITY COLLEGE
OF BALTIMORE COUNTY**

**PURCHASING DEPARTMENT MANUAL
OF POLICY AND PROCEDURES**

Prepared by CCBC Purchasing Department

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PURCHASING DEPARTMENT MANUAL OF POLICIES & PROCEDURES

1. Introduction

This manual is intended to provide departments of The Community College of Baltimore County (CCBC) with an overview of the procurement process as it operates at CCBC. This manual is set up as a User/Reference Manual; when a form is introduced, a sample form and instructions for its use are included in the same section. Recognizing that procurement requirements are varied and numerous, this manual does not, nor is it intended to cover every possible issue or situation that may arise. The Purchasing Department will review the procedures periodically and make changes accordingly. If you have any questions, problems, and concerns or require any additional information concerning these procedures or other procurement matters, please feel free to contact the Purchasing Department and we will be happy to assist you.

1.1 Mission Statement

It is the mission of the Purchasing Department:

- to be primarily responsible for all purchases related to CCBC, including capital improvements, materials, supplies, equipment and services;
- to work cooperatively with departments to insure that CCBC is able to make purchases in a timely and efficient manner;
- to provide other services which include (but are not limited to) locating and
- developing sources of supply, developing and assisting departments in developing specifications, soliciting bids, proposals and quotations, negotiating contracts and interacting with vendors.
- to assure that CCBC complies with all state and local purchasing guidelines that are applicable.
- this Manual establishes procedures that are in compliance with governing procurement law. Sections 16-311, 313 and 314 of the Education Article of the Annotated Code of Maryland.

1.2 Purchasing Staff

The Purchasing Department is staffed by the following persons:

| <u>Name\Title</u> | <u>Telephone</u> | <u>e-mail Address</u> |
|--|------------------|-----------------------|
| Mary Jo McCabe, CPPB Director of Purchasing | 410-285-2010 | mmccabe@ccbcmd.edu |

| | | |
|---|--------------|----------------------|
| Nickie Copinger Commodity Chief | 410-285-9553 | ncopinger@ccbcmd.edu |
| Joanne Mullaney Purchasing Assistant | 410-285-2011 | jmullaney@ccbcmd.edu |
| Barbara Cooper Buyer | 410-285-9767 | bcooper@ccbcmd.edu |

1.3 Specifically Prohibited Actions By Departments

1.3.1 Confirming Requisitions

It is a violation of purchasing policies and procedures for a department or individual to make any commitment with a vendor for the purchase of materials, supplies, equipment or services without first receiving a valid CCBC Purchase Order or specific authorization as allowed in this manual.

1.3.2 Contract Signatures

Departments are not authorized to sign or execute any contracts or agreements on behalf of CCBC. All contracts, even simple ones, may be signed only by authorized individuals. Refer to **Section 9 Contractual Agreement** for individuals authorized to sign contracts. To avoid any confusion, forward all contracts to Purchasing for review and signature.

1.4 Code of Conduct

1.4.1 Conflict of Interest

No employee, officer, or official of CCBC shall participate in the selection, award, or administration of a contract, if a real or apparent conflict of interest would be involved. Such a conflict would arise when the employee, officer or official, or any member of his/her immediate family, his/her partner, or an organization which employs or is about to employ any of the parties indicated above, has a financial or other interest in the firm selected for award.

1.4.2 Gratuities

The employees, officers, or officials of CCBC may neither solicit nor accept gratuities, favors, or anything of monetary value from suppliers, contractors, or parties to subcontracts.

1.5 Intergovernmental Cooperative Purchasing

- 1.5.1** Intergovernmental Cooperative Purchase (IGCP) agreement means a contract entered into by a government entity by a means consistent with the procedural requirements of applicable law and available for use by another governmental agency.
- 1.5.2** IGCP agreements shall be used as a means to promote efficiency and savings wherever practical and where the IGCP agreement can provide the materials, supplies, or services needed by CCBC.

CCBC may purchase from contracts generated by any unit of the federal government, a state government, any local government or political subdivision or private purchasing cooperative organization established for the benefit of public entities. These contracts must have been awarded as a result of a competitive process, allow for use by any other unit of government, and have terms and conditions acceptable to the College. Any IGCP agreement greater than \$25,000 initiated by the College must be advertised and awarded as a result of a competitive process.

1.5.3 Procedures:

- 1.5.3.1** In establishing a competitive price, an existing contract between a vendor and a government entity may be used if the government agency solicited bids and awarded the contract in a manner consistent with law. Frequently, the County and the State compete pricing agreements for goods and services. By using the buying power of all the governmental agencies that can use the resulting pricing agreement, a very strong leverage applies resulting in substantial savings. The process of participating in these agreements also adds to the strength of the contracting agency when the bids are solicited.
- 1.5.3.2** The Requisition must make reference to the contract number or name of the IGCP agreement. The agreement must be current, not expired, and the requestor must have some knowledge that delivery requirement can be met, that the product is as needed by the ordering department, and that the price is reasonable.

2. Small Procurement - Orders Under \$2,500

Departments are authorized to obtain information for purchase of materials, supplies, equipment, or services with an aggregate cost of not more than \$2,500. It is the goal of CCBC to be as competitive as possible in all of its procurement activities. Therefore, competition is **encouraged** but not required for orders under \$2,500. Departments are strongly encouraged to support CCBC's Minority Business

Enterprise utilization goals. Assistance in identifying Minority Business Enterprises (MBE) firms may be obtained by contacting Purchasing.

Depending on the level of resources available within the department and the urgency of the purchase, departments may choose among the following three options for a small procurement. Note that each option has different requirements and may require different authorizations or delegation of authority. They are: **(1) the Requisition Form, (2) the Purchasing Card, and (3) the Check Request-Direct Pay Form.**

2.1 Requisition Form (RQ) For Materials, Supplies, Equipment, or Services

2.1.1 For purchases of \$2,500 or less, when the department has a requirement that cannot be purchased using the Purchasing Card, the Requisition Form (RQ) should be used. The department prepares the RQ and includes the vendor name, telephone number, fax number, and the item model or catalog numbers, and price. All purchases are to be in conformity with a department's approved budget, and the organization manager must verify the accuracy of account numbers and sufficiency of funds. If the account lacks sufficient funds, a Request for Budget Transfers form must be sent by the requesting department to the Finance Office for processing.

2.1.2 Once the RQ is received by Purchasing, it is reviewed by a buyer, pricing and specifications are confirmed and a purchase Order is prepared.



THE COMMUNITY COLLEGE OF BALTIMORE COUNTY REQUISITION FORM (RQ)

CCBC Internal Use Only - This **IS NOT** a PO

VENDOR CODE:
 VENDOR NAME: _____
 ADDRESS: _____

RQ Number: _____

DATE: _____

This order is to be delivered to:

Campus: _____

Building: _____

Room No: _____

REPRESENTATIVE _____

Attn Person: _____

PHONE NO: _____ FAX NO: _____

Phone No: _____

| FUND | ORGN | ACCT | PROG | AMOUNT |
|-------------------------|------|------|------|-------------|
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| Column Total | | | | \$ - |
| Total from below | | | | \$ - |

NAME OF ORGANIZATION: _____
 REQUISITIONED BY (Print): _____ DATE: _____
 PHONE NO: _____
 ORGANIZATION MANAGER _____
 SIGNATURE: _____ DATE: _____
 PRINT NAME: _____ PHONE NO: _____
 APPROVAL-when required: _____ DATE: _____

| QUANTITY | UNIT | CAT. NO. | DESCRIPTION | UNIT COST | TOTAL COST |
|----------|------|----------|-------------|-----------|------------|
| | | | | | |

TOTAL: \$ -

PURCHASING DEPARTMENT APPROVAL:

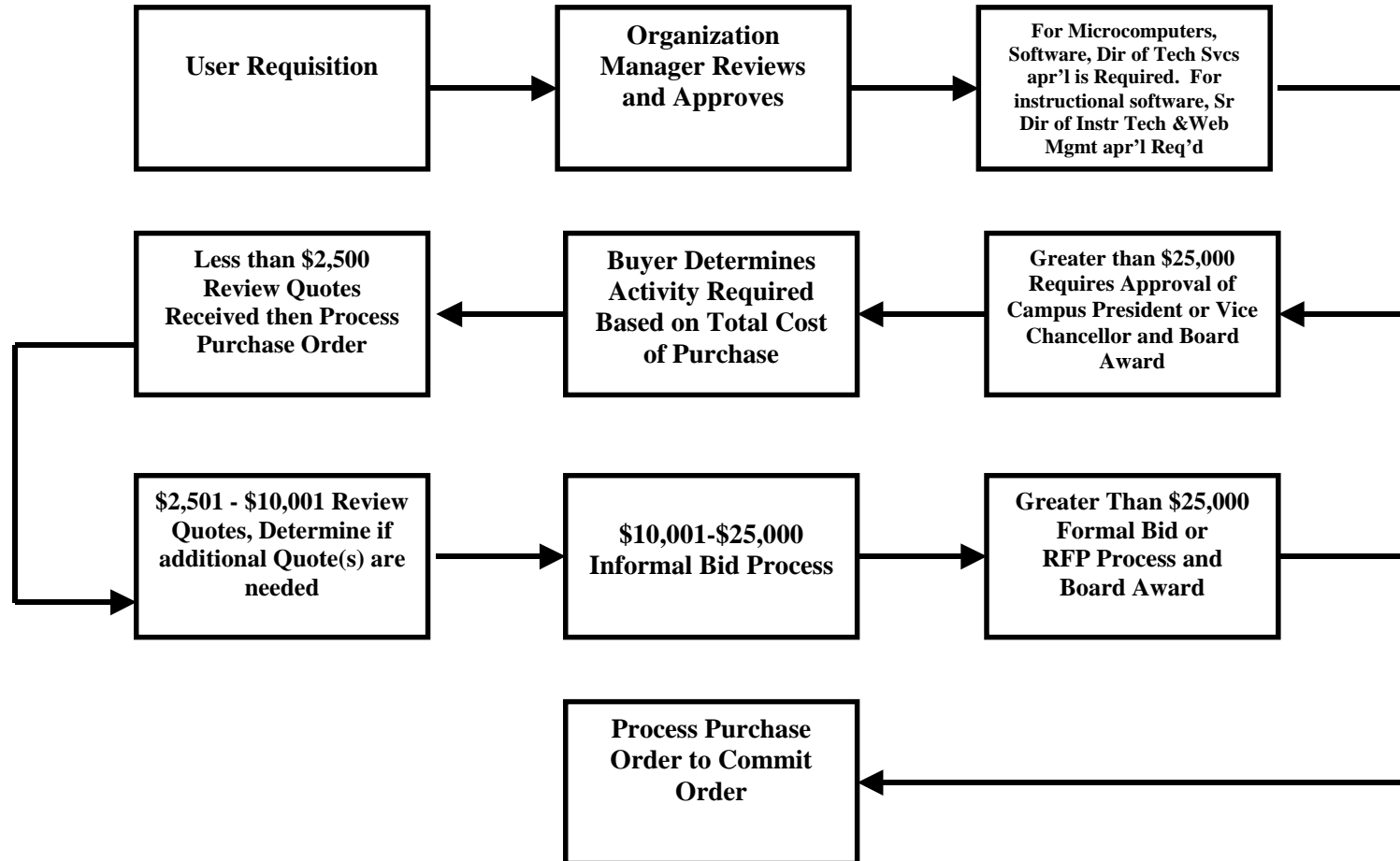
BY: _____ DATE: _____

Rev. 8/04

ORIGINAL- TO Purchasing Department

COPY - Keep in Organization/Department

REQUISITION APPROVAL PROCESS



INSTRUCTIONS FOR COMPLETING THE REQUISITION FORM (RQ)

The ordering process begins with the Requisition Form (RQ). Consider the RQ as a worksheet for ordering. The RQ will be sent to the Purchasing Department to be transferred to a Purchase Order. It is important that the RQ be typed. Typing will help to ensure the accuracy of the order when the information is entered into the financial system. The Purchasing Department has the RQ on diskette in Excel available upon request. When you are ready to start entering information on the RQ, follow these directions:

- Open the Requisition Template on the computer
- Go to File menu, select Save As
- Rename the template and Save

For the following areas on the Requisition Form, place your cursor in the field and click your mouse button. When you are using Excel, the text you type shows in the ruler at the top and will show up in the relevant fields after you hit the Enter key.

Fields on the upper left corner of the RQ:

- VENDOR CODE:** You do not have to fill this in
- VENDOR NAME:** Type in the name of the company from which you are ordering (i.e. Aldrich, Fisher Scientific, MicroWarehouse, etc.)
- ADDRESS:** Type the complete address - do not assume that Purchasing knows the address - they may have an address, but you may have a different address. This helps to verify the vendor and keeps both the end user and Purchasing up-to-date in case there is an address change.
- REPRESENTATIVE:** If you obtained pricing from a particular sales representative or used the contact on file, type it in. In case there is a problem with the order, everyone involved will know whom to contact.
- TELEPHONE NO.:** Type in the company's telephone number and any extension used for the rep/contact.
- FAX NO.:** Type in, if known - many orders are now being faxed. If you talk to a vendor, ask for the fax number and if they accept faxed orders - this will speed-up the ordering process for the end user.

Fields on the upper right corner of the RQ:

- RQ NUMBER:** You do not have to fill this in unless your Cost Center Administrator (Organization Manager) is tracking the RQ's by a number created internally. The RQ number is not necessary for the Purchasing Department.

- DATE:** Enter the date the RQ is being typed.

Delivery Information - VERY IMPORTANT! DO NOT LEAVE BLANK!

- CAMPUS/CENTER:** CC, DC, EC, White Marsh, Owings Mills, Point Breeze, etc.
- BUILDING:** Type the name of the building to which the order should go.
- ROOM NO.:** Specific room numbers are needed so items can be delivered correctly - don't make the Receiving Department guess!
- PERSON:** Type the name of the person responsible for receiving the order.

Fields in the next (or middle) section on the left:

-
- BUDGET LINE (FUND, ORGN, ACCT, PROG, TOTAL):** Under each field, type in the account number that the Organization Manager indicates should be charged. Under Total type in the grand total of all listed items. If the purchase is made using money from two different accounts, type one account on line 1 with the amount coming from that account, and the next account on line 2 with the corresponding amount. Make certain the two account totals add up to the total requisition - which is at the bottom right of the RQ.
- NAME OF ORGANIZATION:** Type in the name of the area that is paying for or authorizing the purchase.
- REQUISITIONED BY:** Type or print the name of the person requesting the purchase, the date, telephone and fax number of this person. Purchasing will assume that this is the person who has gotten the information about the order and will be the contact in case there are questions or problems about the order.
- ORGANIZATION MANAGER SIGNATURE:** The Organization Manager signs and dates here - do not type in name or date (unless the signature is illegible - then please help us out!). This signifies that the financial data on the form is correct and that the related purchase is for appropriate business purposes and within available budget appropriations. We also need the telephone and fax number of the individual if there are questions about authorization, budget, etc.
- APPROVAL** (when required): This blank is for an additional authorization when it is required (i.e. Dean, President, Instructional Technology and Support, etc.) Nothing needs to be typed here.

Fields in the body of the document:

NOTE: If you are typing an RQ with more than five items, do not type the list on the RQ - instead, type an attached list set up like the body of the RQ (with all the same columns), following the same directions as are listed below. (Staple the attached list to the RQ when you are ready to send your order to Purchasing.)

- QUANTITY:** Type the number of items that you are ordering. This sometimes depends on the next column - Unit. If the items come by box, such as 10 to a box, the quantity is 1 - the unit is BOX.
- UNIT:** Units of measure can vary from "EACH" to "TONS" to "MNTH". Remember, this column has a direct relationship to the quantity column.
- CAT. NO.:** If there is an item number or catalog number, type in this column. It is always better if you can order as specifically as possible, so ask for item numbers from sales reps or get them from the catalogs. If the number is too long, you can type it as the first line of the description.
- DESCRIPTION:** Type the name of the item followed by any detailed description that is necessary, such as size, color, etc. Here is also where you can put in any special shipping instructions.
- UNIT COST:** Type the cost of each unit (the cost of each, one box, one case, one month, etc.). If any discount is to be applied, YOU **MUST** DISCOUNT EACH UNIT PRICE, DO NOT TAKE THE DISCOUNT OFF THE GRAND TOTAL ONLY (or discount will not be applied at all).
- TOTAL COST:** This is the quantity multiplied by the unit cost. There is also a field at the bottom of the body of the document for a **Grand Total** - adding up the total cost column. Make certain it agrees with the TOTAL field up in the account line.

After the RQ is typed (PROOF READ!) get all the appropriate signatures (don't forget to get the approval/signature from Instructional Technology and Support on computer purchases BEFORE forwarding to Purchasing), make certain you keep the yellow copy of the RQ for your files and forward the original to the Purchasing Department, A210, DC. Make certain you have attached relevant order forms, specifications for computers, attached lists, etc. When the Purchasing Department receives the RQ a Purchase Order will be processed and the order will be faxed or mailed to the vendor, with the Cost Center Administrator (Organization Manager) receiving a copy of the Purchase Order for organization files. When the organization copy of the Purchase Order arrives, please check it against the RQ to make certain it agrees. If you have any questions about the Purchase Order, please call as soon as possible so any errors or problems can be cleared up before the order is fully processed with the vendor.

2.2 Purchasing Card

- 2.2.1 This program is designed for purchases of \$2,500 or less. See **Section 18 - ACCBC Purchasing Card Program - User's Guide** for the complete description of the program and the policies and procedures involved.
- 2.2.2 Where the use of the card is not appropriate, the department should submit the requirement on a Requisition Form and Purchasing would process the request.

2.3 Check Request-Direct Pay Form

- 2.3.1 Purchases by individuals of materials, supplies or services, which cost \$100 or less, may be authorized by organization managers as petty cash purchases. The individual who made the purchase will be reimbursed on a Check Request-Direct Pay Form. The original receipt, signed and dated, must be turned in with a Check Request-Direct Pay Form. Under the direct pay system a vendor cannot bill CCBC. All Check Request-Direct Pay Forms are to be in conformity with the organization's approved budget and the organization manager must verify the accuracy of account numbers and sufficiency of funds.
- 2.3.2 Check Request - Direct Pay may also be used by departments for emergency situations or breakdown of critical services that occur outside normal business.
- 2.3.3 Departments often receive renewal notices for the continuation of certain contracts that provide for annual renewals (e.g., dues, subscriptions, memberships, maintenance agreements, etc.). The Check Request-Direct Pay Form may be used to pay invoices submitted during a renewal period.
- 2.3.4 Registration fees for conferences and seminars may be prepaid at the traveler's request using the Check Request Direct Pay Form. The registration form **MUST** be included with the Check Request-Direct Pay Form and forwarded to Accounts Payable.
- 2.3.5 The Check Request-Direct Pay Form is not to be used for reimbursement of travel expenses; refer to **Section 10, "Travel Policy"**.

NOTE: All Check Request-Direct Pay Forms must be accompanied by backup documentation that states the exact cost (i.e., order forms, invoices, etc.)

Instructions for Check Request-Direct Pay Form

The Check Request-Direct Pay Form is to be used specifically for reimbursements, advances, prepayments of registration fees, airfare, hotel, etc., subscriptions, and invoices not set up for payment with a Purchase Order. The Check Request-Direct Pay Form is available on diskette in Excel upon request. Please be as detailed as possible when filling out the form. Be certain to fill in all information as completely and accurately as possible. This allows for timely processing of payments. When you are ready to begin filling out the Check Request-Direct Pay Form follow the directions below.

Fields in the upper section of the direct pay form:

- Vendor Identification Number:** This is the Federal Identification Number or Social Security Number of the person receiving payment.
- Vendor Name:** The name of the vendor or person receiving payment. This is to whom the check will be made payable.
- Vendor Address:** There must be a mailing address on the form. Payment cannot be made without an address. The address should be the complete mailing address of where the payment needs to be sent. Checks are no longer held for pick up in Accounts Payable or sent through interoffice mail.
- Telephone Number:** The telephone number where someone could be contacted if additional information is needed.
- Fax Number:** The fax number, if known.
- Date:** The date the Check Request-Direct Pay Form is filled out.

Fields in the next (or middle) section of the direct pay form:

- Budget Line (Fund, Orgn, Acct, Prog, Amount):** Under each heading place the appropriate account code the Organization Manager indicates should be charged for the expense. Under amount place the amount being charged to each account number. If there is more than one account to be charged, there should be a **Grand Total** for all amounts. If the purchase is made using funds from more than one account, place one account number on the first line, and the next account on line two with corresponding amounts, etc.
- Name of Organization Center:** The name of the area responsible for providing the funds required to make payment.

- Requisitioned By:** The name of the person requesting payment. Also provide the person's telephone and fax numbers. Easy access to numbers allows for faster processing.
- Approval/Date:** The approval signature and date of the person responsible for verifying the appropriate account number(s) and amount(s) are being charged. This person is confirming that payment will be made to the vendor stated and funds from their budget account will be used.
- Approval/Date (When Required):** This is for an additional authorization when it is required (e.g., Director, Instructional Technology and Web Management, etc.).

Fields in the body of the document:

- Document #:** This field is strictly for accounts payable use only. **DO NOT PUT ANYTHING IN THIS FIELD.**
- Invoice/Credit Memo Number:** The invoice/credit memo number is the number taken off of an invoice or credit memo. There are instances when an invoice number is not listed (advances, prepaid items, reimbursements, subscriptions, etc.). A number, date, or word(s) you specify may be used. Total character length of 14.
- Description of Payment/ Reimbursement:** A brief description of why we are making payment to the vendor stated previously. (Example-reimbursement for supplies purchased for office supplies).
- Total Cost:** The amount indicated on the invoice or payment form. If there is more than one invoice, indicate the amount of each invoice attached on a separate line. There is also a field at the bottom of this area for a **Total**. You arrive at the total by adding all invoice amounts together. Make certain it agrees with the **Amount** or **Grand Total** in the account line section.

After the Check Request-Direct Pay Form is complete with all appropriate signatures, attach all relevant supporting documents. When paying from an invoice, be certain to attach the *original* invoice, as it is needed to process payment. Send the Check Request-Direct Pay Form to the Accounts Payable Office, located at the Dundalk Campus. The form will be reviewed and processed in a timely manner.

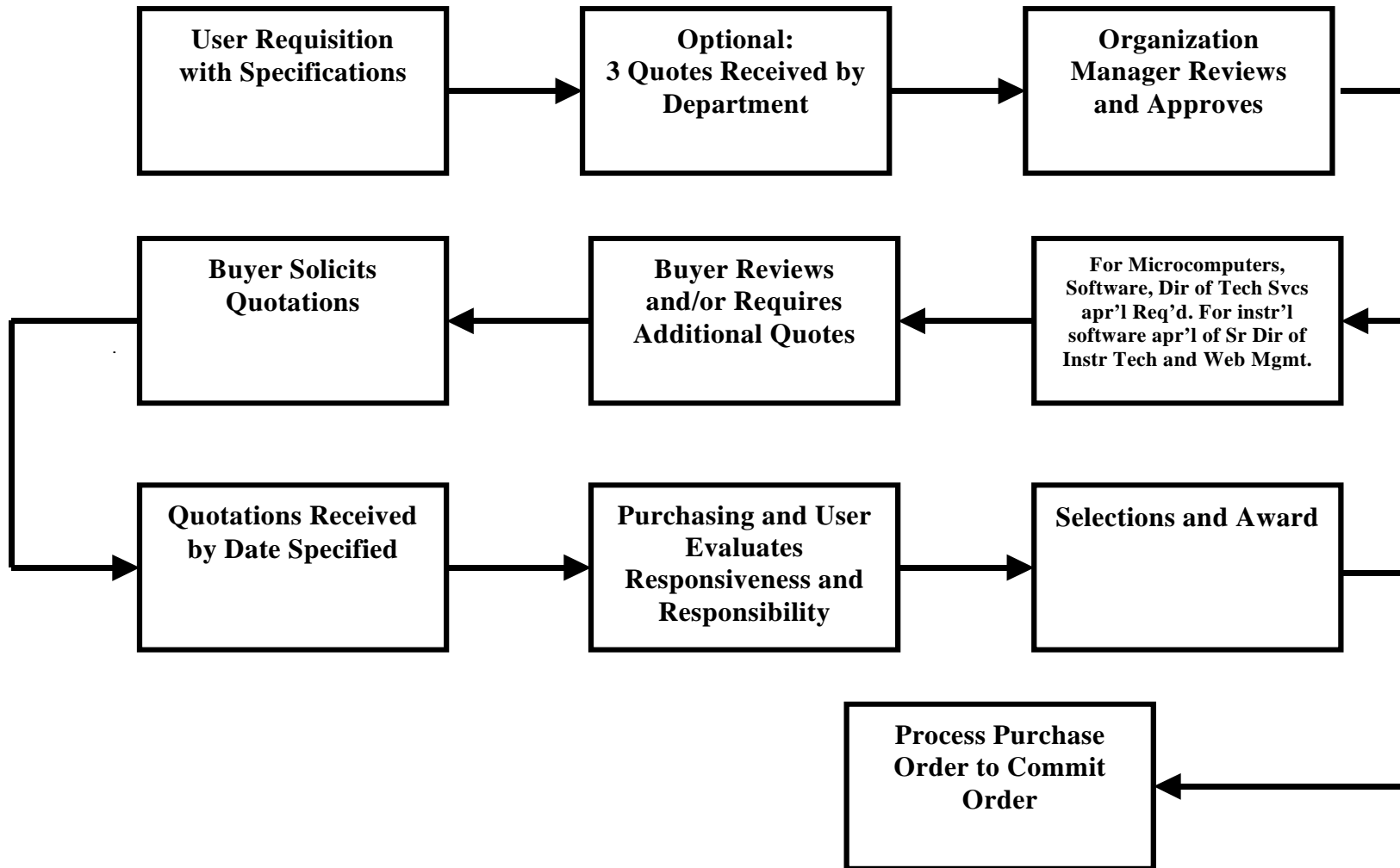
3. Purchases Between \$2,501 - \$10,000

All purchases in excess of \$2,500 must be competitive (unless appropriately justified as a sole source, see **Section 7**). Departments must submit these requests to Purchasing on a Requisition Form. Purchasing Cards or Check Request - Direct Pay Form **may not** be used for these purchases.

- 3.1 Departments must complete the Requisition Form and include suggested vendor, estimated costs, make and/or model numbers, specifications, delivery requirements, etc. If you have received a price quotation(s) for the items, attach a copy to the Requisition Form. Departments are strongly encouraged to support CCBC's Minority Business Enterprise (MBE) utilization goals. Assistance in identifying MBE firms may be obtained by contacting Purchasing.
- 3.2 Purchasing reserves the right to obtain an additional quote(s) (via telephone or fax) if these guidelines are not followed or the information submitted is insufficient.
- 3.3 Prior to submitting a Requisition Form, the department must contact at least three sources to obtain **price quotation** for the item or service requested. The Quotation and Summary Sheet was developed to assist departments in obtaining the required information from vendors. In all cases, departments **must** be certain to obtain from all of the vendors contacted written documentation of the prices received. The documentation is to include the vendor name, contact name and telephone and fax numbers, item(s)/service(s) requested and prices quoted. The Quotation and Summary Sheet must be attached to the Requisition Form and forwarded to Purchasing. Subject to the review and approval of a buyer, Purchasing may, at its discretion, use this information to satisfy or supplement competitive bid requirements. Departments may contact Purchasing for copies of the Quotation and Summary Sheet or simply make copies of the form included in this manual for use as required. Failure to include any of the information requested could delay your request.
- 3.4 **Important Note:** Obtaining telephone quotations does **NOT** authorize the department to proceed with the purchase or service. Requisition Forms, accompanied by documentation of the quotations received, must be sent to Purchasing for review and approval. When approved, a Purchase Order will be processed and the order will be faxed, called in or mailed to the vendor by the buyer. Due to the volume of orders processed, Purchasing will automatically send orders via the mail **unless** specifically requested by the department that Purchasing fax a specific order.
- 3.5 If the department is seeking quotations prior to submitting the Requisition Form to Purchasing, whenever possible, at least one quotation should be obtained from a minority or small business.

QUOTATION PROCESS

Procurements between \$2,501 and \$10,000
Lead Time: 2 weeks



THE COMMUNITY COLLEGE OF BALTIMORE COUNTY QUOTATION AND SUMMARY SHEET

To be used by departments for obtaining quotations up to \$10,000. All quotations are subject to review and approval by the Purchasing Department.

Account No: _____ Dates quotes received _____

Person requesting quotes _____ Telephone _____

COMPANIES CONTACTED (3 minimum). **NOTE: IF THIS IS A SOLE SOURCE, COMPLETE THE SOLE SOURCE JUSTIFICATION SHEET INSTEAD.**

| VENDOR | TELEPHONE | CONTACT |
|--------|-----------|---------|
| | | |
| | | |
| | | |
| | | |

Description of Items/Services: _____ Qty. _____

| VENDOR | ITEM 1 | ITEM 2 | ITEM 3 | ITEM 4 | ITEM 5 | TOTAL |
|--------|--------|--------|--------|--------|--------|-------|
| | | | | | | |
| | | | | | | |
| | | | | | | |
| | | | | | | |

COMPLETE NAME AND ADDRESS
OF SUCCESSFUL VENDOR:

TERMS:

_____ F.O.B. (Shipping/Costs) _____
 _____ Delivery Time: _____
 _____ Fed ID # _____

REASONS FOR AWARD: (A) _____ Low Bid
 (B) _____ Other (Specify)

IMPORTANT NOTE: Obtaining these quotations does **NOT** constitute authorization for a department to proceed with placing an order. This Quotation and Summary Sheet must be submitted to the Purchasing Department with a Requisition Form for approval.

4. Purchases Between \$10,001 - \$25,000 - Informal Bid Process

All requests in this category require competitive bids that will be issued by the Purchasing Department. The time required for such bids will be 2-3 weeks. Departments must prepare a Requisition Form providing as much information as possible to Purchasing including the suggested vendor(s), contact name and telephone and fax numbers, complete description or specification of the supplies, equipment or services required, specifications and any delivery information or time constraints involved. Contact the Purchasing Department as soon as possible if you have a time critical requirement. Every effort will be made to expedite the procurement process so that the equipment or services can be received on time. These purchases will not require approval of the Board of Trustees. A minimum of three sources should be quoted. Departments are strongly encouraged to support CCBC's Minority Business Enterprise utilization goals. Assistance in identifying Minority Business Enterprises (MBE) firms may be obtained by contacting Purchasing.

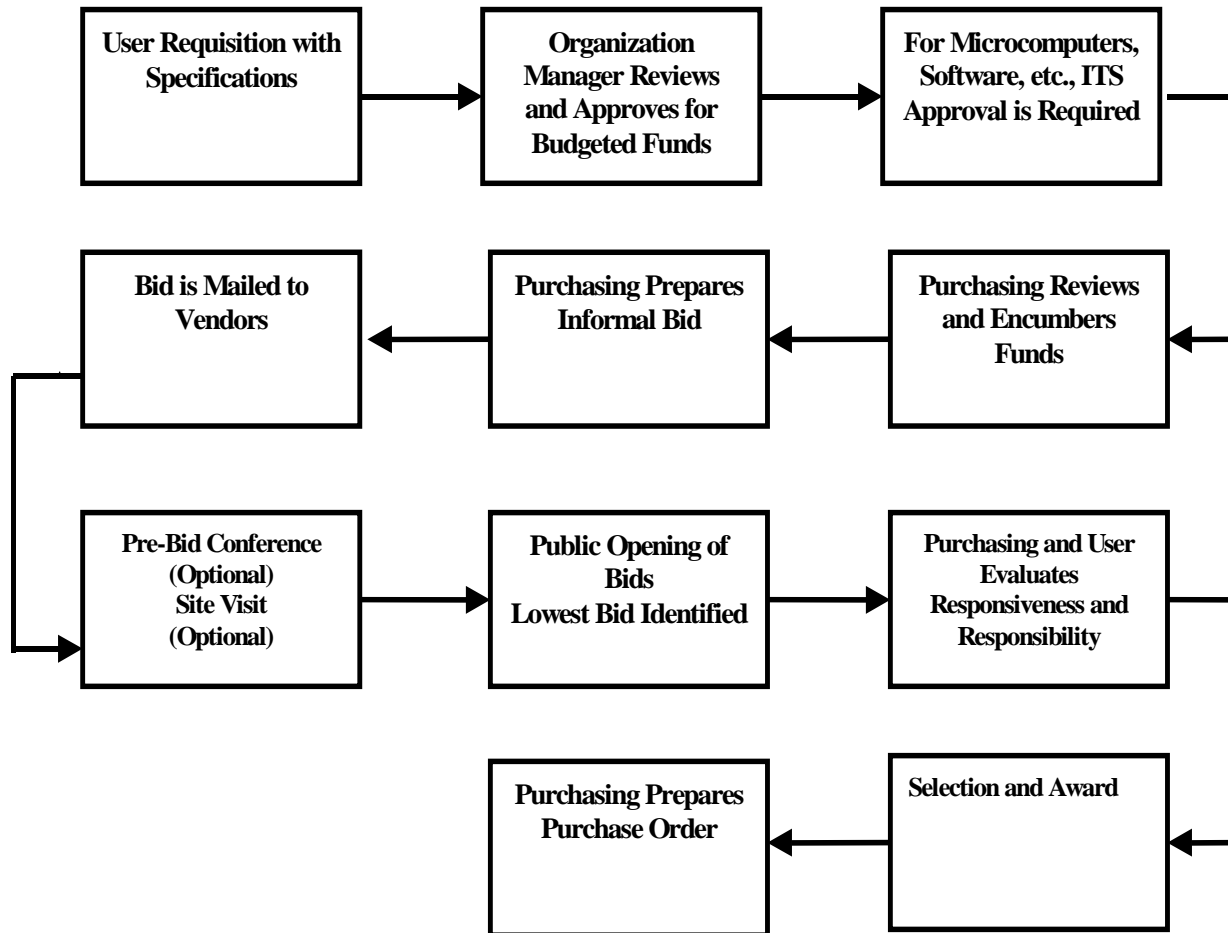
4.1 Electronic Transmission

Bids for purchases that are reasonably expected to exceed \$10,000 should not be accepted if by facsimile, telephone, or e-mail. Bids should be signed by an authorized representative of the bidder.

4.2 Time for Bids

Time available for bid preparation should not be less than three days from availability of solicitation to due date for bids.

INFORMAL BID PROCESS
(Written bids – not Advertised)
Procurements between \$10,001 and \$25,000
Lead Time: 3 weeks



5. Purchases Over \$25,000 - Formal Bid Process

For purchases reasonably expected to exceed the "small procurement" threshold (\$25,000), competitive sealed bidding will be used unless specifically exempted under the Annotated Code. These require an advertised solicitation with contracts formally awarded by the Board of Trustees of The Community College of Baltimore County. (See Section 6 regarding the availability of Requests for Proposals.)

Departments should contact Purchasing as soon as possible if a requirement is expected to exceed \$25,000. Purchases by competitive sealed bid are required to be advertised in a newspaper published in the County at least two weeks before bids are filed. If the order involves the preparation of a complex solicitation, the entire process may take from 6 - 8 weeks, therefore it is important to start as soon as possible. Failure to allow sufficient time for processing these orders could result in an interruption of services being provided while the order is awaiting the proper reviews and approvals. Departments are strongly encouraged to support CCBC's Minority Business Enterprise utilization goals. Assistance in identifying Minority Business Enterprises (MBE) firms may be obtained by contacting Purchasing.

5.1 Formal Bids

Purchases by formal bid shall be awarded to the lowest responsible bidder, conforming to specifications, with consideration being given to quantities involved, time required for delivery, purpose for which required, competence and responsibility of bidder, and the ability to render satisfactory service. Care should be exercised in the preparation of specifications since formally advertised bids have the greatest potential for legal problems.

5.1.1 Preparation of Specifications

It is the responsibility of the using department to provide accurate specifications of the service or product, including brand or trade name, descriptions of physical or chemical properties, blueprints or dimensional tolerances, and/or the intended performance of the material. The objective of all specifications is to secure exactly the right quality at the best price. The Purchasing Department shall assist using departments in preparing specifications. To the extent practical and economically feasible, products and services that conserve natural resources and protect the environment or are energy efficient are preferred.

5.1.2 Preparation of the Bid Package

After the technical specifications are properly prepared, the Purchasing Department will (a) select the time, date and place of the bid opening; (b) prepare the bid package and the bidders list; and (c) advertise the solicitation. The Purchasing Department normally allows three weeks between the bid advertisement and bid opening. A copy of the bid

package is mailed to each vendor on the bidders list on the day the bid is advertised. Any additional vendors responding to the advertisement will also receive a bid package. The bid package includes a cover letter, general specifications, and the scope of the bid, the technical specifications, and a proposal sheet for submitting the bid.

5.1.3 Public Bid Opening

Representatives of the using department are invited to the bid opening and will work with the Purchasing Department to analyze the bids and make recommendations as to the responsibility of the bidder submitting the low responsive bid. It is the responsibility of the using department to verify that all items submitted in the bid meet specifications. The Purchasing Department will prepare an exhibit containing a summary of these recommendations for approval by the Board of Trustees.

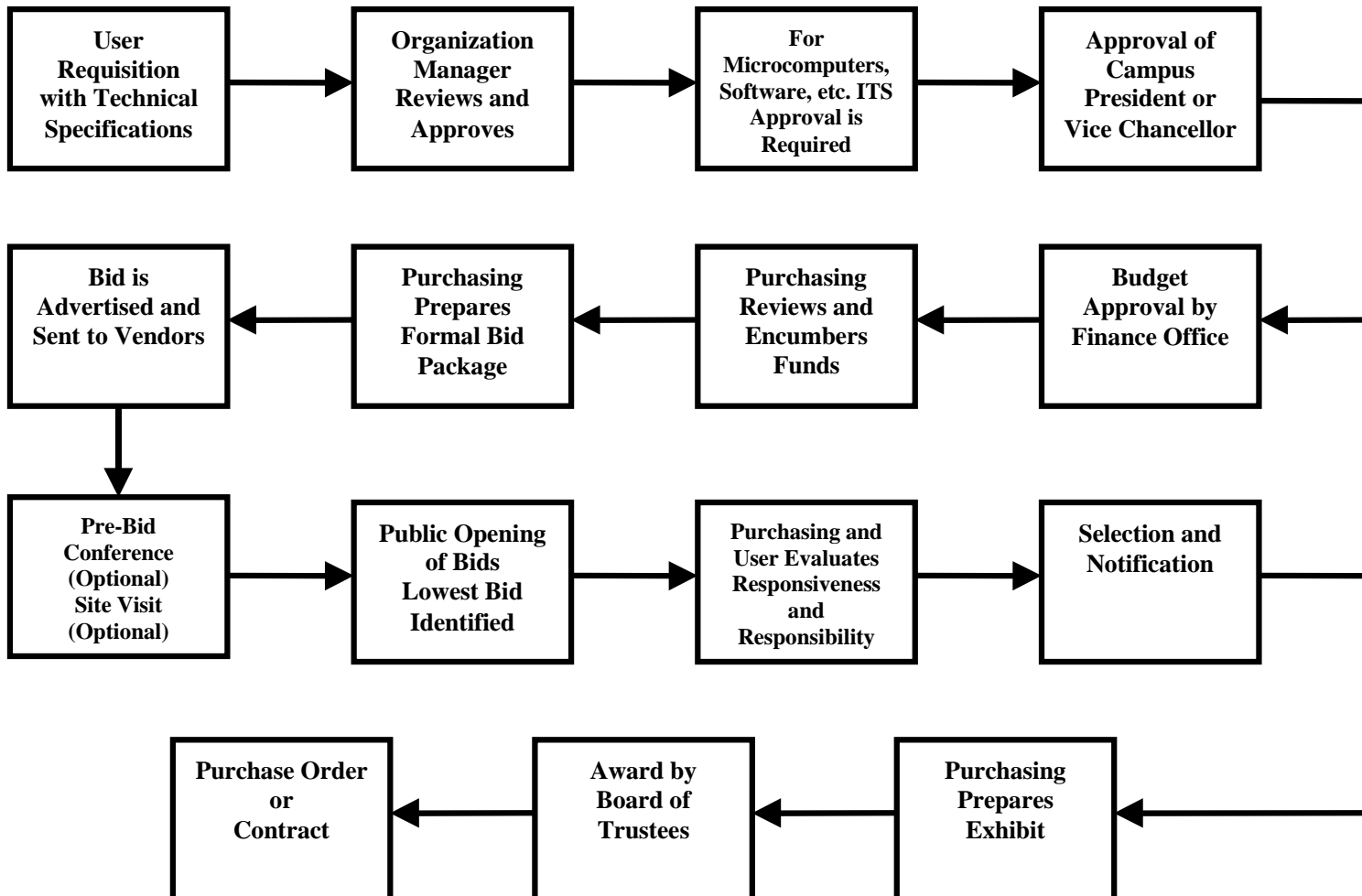
5.1.4 Tie Bids

If all aspects of the bids are determined to be equal, the Director of Purchasing documents that fact and recommends award by one of the following methods:

- a. Award to a minority bidder, when tied with a non-minority bidder.
- b. Award to a Baltimore County bidder, when tied with a non-Baltimore County bidder.
- c. In the presence of a witness, conduct a drawing to determine the awardee and record the results.

If there is a potential for collusion, the Director of Purchasing may re-advertise and re-solicit.

FORMAL BID PROCESS
(Written bids - Advertised)
Procurements in excess of \$25,000
Lead Time: 6 - 8 weeks



Formal Bid Process Instructions

Purchases costing more than \$25,000 require special treatment under Maryland State Law and CCBC Board of Trustees Policy; these purchases require a competitive sealed bid process. These bids are required to be advertised in a county newspaper, publicly opened, awarded to the lowest responsible bidder conforming to specifications, and must be formally awarded by our Board of Trustees.

The sealed bid process is as follows:

- Purchasing will discuss the bid process and time table with requisitioning department.
- Technical specifications are forwarded to Purchasing along with a Requisition Form with approval signatures and funding source. Requisition Form is checked by Finance Office to assure availability of budgeted funds.
- Purchasing will draft the bid package (boilerplate, terms and conditions, bonds, insurance requirements, specifications, instructions, appendices, drawings, etc.) and customize as needed.
- Departments are strongly encouraged to support CCBC's Minority Business Enterprise (MBE) utilization goals. Assistance in identifying MBE firms may be obtained by contacting Purchasing when developing the bid list.
- Mail/fax the final draft to the requisitioning department for any changes with a memo to notify the requisitioning department administrator, Dean, President and the Vice Chancellor(s) of the time table for the bid (i.e., advertisement date, bid due date and time).
- Advertise the solicitation in a newspaper published in the County.
- Make copies of the bid package and mail to each bidder on the bidders list as well as to any bidder who may respond to the advertisement.
- The Purchasing Department normally allows three weeks between the advertisement of the solicitation and the due date for bids.
- Schedule and hold Pre-Bid conference, if needed; arrange for site visits, if needed.
- Receive and record questions, if any, from bidders, and review with the using department. The Purchasing Department, with the assistance of the using department, shall prepare and mail and/or fax to all holders of the solicitation package any addendum to the solicitation that may be required as a result of the questions from the bidders.
- Review the questions with the requisitioning department and mail/fax an addendum to all who had received the original bid package.

- Receive and file unopened bid packages until date and time of public opening.
- Open and tabulate bids (public bid opening at date and time specified); normally held in the Purchasing Department.
- Review bids for responsiveness and responsibility; verify compliance of specifications with requisitioning department; (select low bidder meeting all specifications).
- Bidders will be notified by letter as to who is the recommended vendor for award; the letter also gives the date of the Board of Trustees meeting.
- Prepare exhibit for next Board of Trustees meeting; e-mail to System Office; fax to the Presidents.
- If low bidder is not recommended for award, document (in bid file) reasons for rejecting lower bidder(s).
- The Purchasing Department will receive all protests or information about potential protests.
- Purchasing will receive notice of formal award by Board of Trustees.
- Requisition Form is then processed to generate a Purchase Order; if a signed contract is required, the required signatures will be obtained from the successful bidder by the Purchasing Department and then from the President of the Board of Trustees and the Chancellor.

6. Purchases over \$25,000 - Request for Proposals (RFP)

When determined by the Director of Purchasing that a formal bid is not appropriate or feasible, an award for services, commodities, or capital improvement contracts may be made through a Request for Proposals (RFP). The following are examples of services and commodities that may be purchased by competitive sealed proposals (instead of a formal bid process): capital improvement contracts, contracts for technical services, professional services, consultants, and highly complex and sophisticated systems.

6.1 Items for which it is appropriate to use competitive sealed proposals

6.1.1 Educational or consultant services

6.1.2 The procurement of any building, improvement, equipment, or supplies:

6.1.2.1 It is not appropriate or feasible to prepare specifications that permit an award on the basis of the lowest bid price, the lowest evaluated bid price, or the bid most favorable to the college; or

6.1.2.2 The award of such contract on the basis of the lowest bid price is not appropriate or feasible or is not in the best interests of CCBC, taking into account cost, time required for acquisition of the capital improvement and any other relevant factors, or

6.1.2.3 There is some other reason, in the public interest, to use competitive sealed proposal instead of competitive sealed bids.

6.2 Preparation of Specifications

It is the responsibility of the using department, with the assistance of the Purchasing Department, to provide accurate definition or specifications of the service, equipment or capital improvement requested. It is the responsibility of the Purchasing Department to understand what the using department needs and to assist its members in preparing specifications accurately to meet this objective.

6.3 Preparation of the RFP Package

After the technical specifications are properly prepared, the Purchasing Department will advise the requesting department and the evaluation committee as to the time table for the process and will work with the committee to set the evaluation criteria for award. Purchasing will draft the RFP package (instructions, terms and conditions, bonds, insurance requirements, evaluation criteria, specifications, instructions, appendices, drawings, etc.) and customize as needed. Purchasing will select the time, date and place of the proposal opening; will prepare the proposal package and the bidders list; and will advertise the proposal. The Purchasing Department normally allows four weeks between the proposal advertisement of the solicitation and the due date for the proposals.

6.4 Proposal Evaluation

Specifications and evaluation criteria are prepared concurrently to assure that proposals are evaluated relative to what is specified, and, therefore, relative to what is needed.

6.5 Debriefing Unsuccessful Offerors

6.5.1 When a contract is to be awarded on some basis other than price alone, unsuccessful offerors shall be debriefed on their written request submitted to the Director of Purchasing within a reasonable time. Debriefings shall be provided at the earliest feasible time after the Director of Purchasing makes a final recommendation to the Board of Trustees. The debriefing shall be conducted by a College official familiar with the rationale for the selection decision and contract award.

6.5.2 Debriefing shall:

6.5.2.1 be limited to discussion of the unsuccessful offeror's proposal and may not include specific discussion of a competing offeror's proposal.

6.5.2.2 be factual and consistent with the evaluation of the unsuccessful offeror's proposal.

6.5.2.3 provide information on areas in which the unsuccessful offeror's proposal was deemed weak or deficient.

6.5.3 Debriefing may not include discussion or dissemination of the thoughts, notes, or rankings of individual members of an evaluation committee, but may include a summary of the rationale for the decision and recommended contract award.

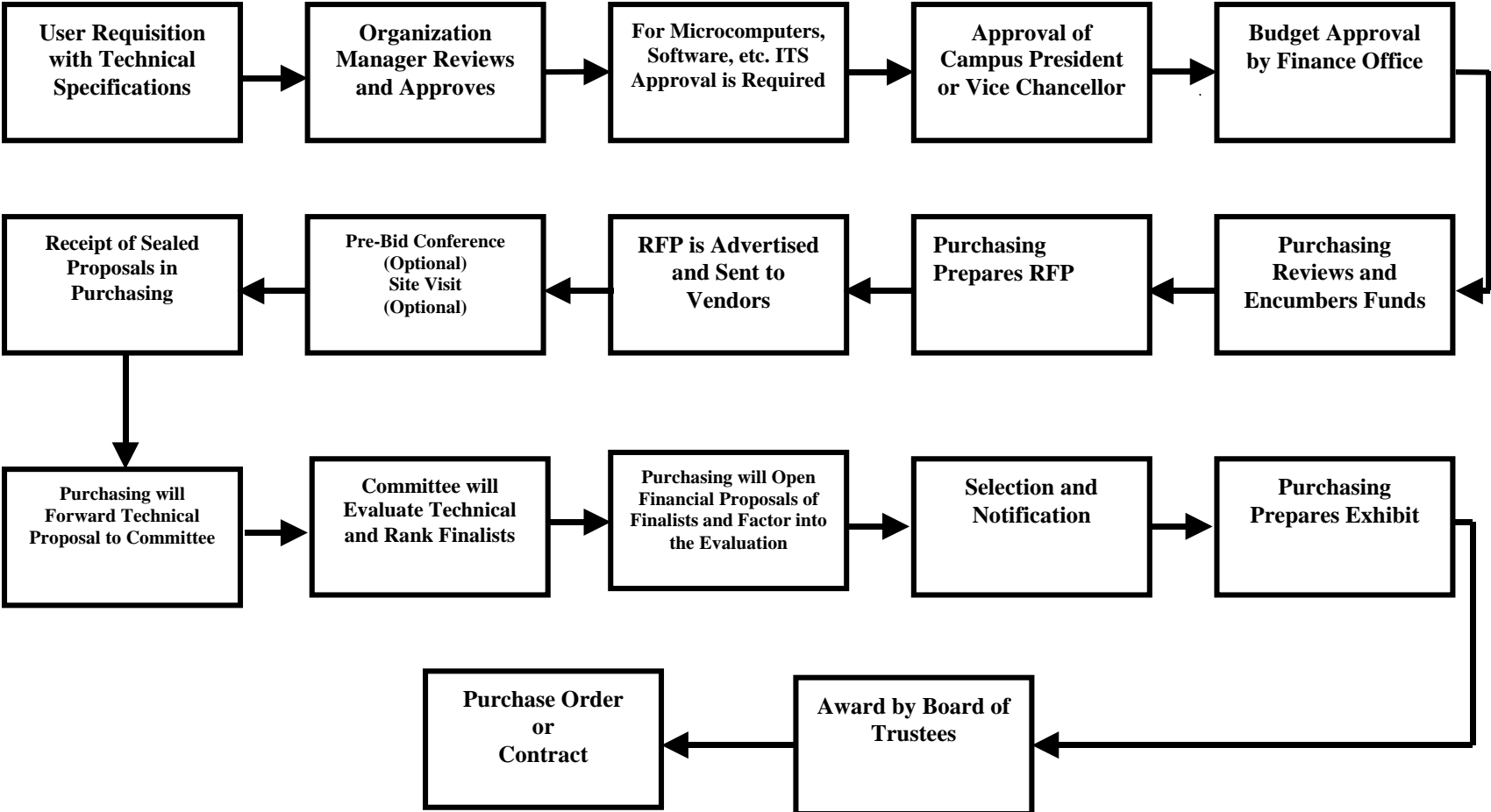
6.5.4 A summary of the debriefing shall be made a part of the project file.

REQUEST FOR PROPOSAL (RFP) PROCESS

(Written Proposals)

Procurements in excess of \$25,000

Lead Time: 8 - 12 weeks



Request for Proposals (RFP) Process Instructions

When a competitive sealed bid is not appropriate or feasible, an award for services, commodities, or capital improvement, materials, supplies, equipment or services may be made by a competitive negotiations (request for proposals) process. The RFP process requires a two-step process to determine to whom the award will be made. The RFP requires the offeror to submit the proposal in two separate sealed packages. The Technical Proposal, Volume I, includes the Executive Summary and Statement of Understanding, the offeror's background, qualifications and references and the detailed proposal for project implementation. The Financial Proposal, Volume II, contains the financial/pricing information. In an RFP process the award will not necessarily be made to the lowest cost offeror, since the technical requirements will be considered in making the award.

The RFP process is as follows:

- Purchasing will discuss the RFP process and time table with requisitioning department.
- Technical specifications are forwarded to Purchasing along with a Requisition Form with approval signatures and funding source.
- Requisition Form is checked by Finance Office to assure availability of budgeted funds.
- The requesting department determines the evaluation criteria and makeup of evaluation committee; schedule time and locations for any required meetings. Purchasing will provide a non-voting member to the evaluation committee.
- Purchasing will draft an RFP (terms and conditions, bonds, insurance requirements, evaluation criteria, specifications, instructions, appendices, drawings, etc.) and customize as needed.
- Purchasing will generate bidders list from current files, industry sources, etc.; select vendors based on previous bid history along with input from requisitioner.
- Mail/fax the final draft of the RFP to the requisitioning department for any last minute changes with a memo to notify the requisitioning department administrator, Dean, President and the Vice Chancellor(s) of the timetable for the RFP (i.e., advertisement date, RFP due date and time).
- Advertise the solicitation.
- Make copies of the RFP and mail to each offeror selected as well as to any offeror who may respond to the advertisement.
- Purchasing Department normally allows four weeks between advertisement of the solicitation and due date for proposals because of the complex nature of proposals.

- Hold Pre-Proposal conference, as needed; arrange for site visits, if needed.
- Receive and record questions from bidders, if any. The questions related to the solicitation process will be answered by Purchasing. Questions related to the technical elements of the RFP will be forwarded to the requestor, who will then prepare responses.
- Review the questions with the requisitioning department and mail/fax an addendum to all who had received the original RFP package.
- Accept and file proposals received.
- After proposal due date and time, open technical proposals and discuss evaluation process with the evaluation committee; financial proposals are kept sealed and secured at this time.
- Evaluation committee will evaluate the technical proposals to select and score the finalists.
- Evaluation committee will advise Purchasing of proposals that are not responsive or from offerors not deemed responsible (non-finalists). Purchasing will notify those offerors in writing.
- Evaluation committee will check references and receive oral presentations from those final offerors, as necessary, to obtain additional information.
- Evaluation committee's final scoring of the finalists will be presented to Purchasing with documentation of the scoring on an Excel spreadsheet provided by Purchasing.
- If the committee recommends only one finalist to Purchasing, the committee must include justification as a sole source purchase.
- Purchasing will open the financial proposals of only the finalists and calculate the Financial Proposal scores; these will be added to the technical scoring to determine the final scoring.
- Purchasing will notify finalists by letter who is recommended for award.
- Purchasing will prepare the Board exhibit for the next Board of Trustees meeting and e-mail it to the System Office. Purchasing will also fax the exhibit to the Presidents.
- Purchasing will respond to any questions from offerors and receive protests. Questions are to be referred to the Purchasing Department.

- Purchasing will receive notice of formal award by the Board of Trustees and notify the successful offeror.
- Requisition Form is then processed to generate a Purchase Order. If a signed contract is required, signatures from the successful offeror will be obtained and then the signatures of the President of the Board of Trustees and the Chancellor.

7. Sole Source Purchases

Sole source purchases are used when there is only one known available source for the subject of the contract. Sole source orders must be approved by Purchasing and by the Board of Trustees; therefore, these types of requests must always be carefully and fully justified.

7.1 Circumstances for a Sole Source

- When only one source exists which meets the requirement.
- When compatibility of equipment, accessories, or replacement parts is the paramount consideration.
- When a vendor's item is needed for trial use or testing (for a limited period of time).
- When certain public utility services is to be procured and only one source exists.

7.2 Requisitions between \$2,500 and \$25,000

All Requisition Forms for purchases exceeding **\$2,500** which are submitted requesting a sole source procurement with regard to manufacturer, vendor or service to be provided, must be accompanied by a written, signed, Sole Source Justification Form from the user department. These forms may be obtained by contacting Purchasing or by making copies of the sample form included in this manual. The Sole Source Justification form should be filled out completely providing all of the requested information. Additional justification may be requested by Purchasing.

7.3 Requisitions for purchases in excess of \$25,000

If the purchase is expected to exceed \$25,000, the justification should be submitted in the form of a memorandum to Purchasing detailing the reason for the sole source request and the impact of not obtaining the item(s)/service(s) from the requested source. The memorandum must be signed by the Organization Manager. All such requests are subject to approval of the Director of Purchasing.

**THE COMMUNITY COLLEGE OF BALTIMORE COUNTY
SOLE SOURCE JUSTIFICATION FORM**

PURPOSE

This form, with one or more categories completed, must accompany purchase Requisition Forms for the sole source procurement of equipment or supplies above \$2,500. The purpose of sole source justification is to show that competitive bidding is impractical because only one vendor can meet a specific need. Therefore, an equitable evaluation of comparable products from other vendors must be made and documented by the requestor which shows that rejection of other vendors' products is based solely on their failure to meet that need. In cases where no other comparable source can be identified, a technical description of the product requested and a listing of those companies which were considered as alternate sources must be provided. Sole source justification cannot be based on quality where quality is a subjective evaluation based on opinion. Public procurement law requires price considerations be evaluated via competitive bidding. Justification must contain clear, in-depth, and accurate information in order to avoid protests and the possibility of delaying the procurement.

INSTRUCTIONS

1. Please type or print legibly.
2. Complete all categories and sections that apply, note also the impact it would have on your department if the requested item/service were not obtained.
3. Provide full explanations, complete descriptions, and /or list all relevant reasons where space has been provided. Sole Source Justification forms lacking sufficient detail cannot be approved.
4. Sign and date the form at the end.
5. Improperly completed and/or unsigned forms may be returned to the sender.
6. For additional information contact the Purchasing Department at 410-285-2010.

To: Purchasing Department
From: _____
Subject: Sole Source Justification
Purchase Requisition Form Attached Proposed Vendor: _____
Product Description _____

STATEMENT

I am aware that Code of Maryland Regulations Title 16 mandates that the procurement of material, equipment, supplies be via competitive bidding whenever practicable. However, I am requesting sole source procurement based on the following criteria. (Attach additional sheets as necessary):

1. The requested product, part, or accessory is an integral repair part or accessory compatible with existing equipment. (Please state the manufacturer and model no. of existing equipment):

2. The requested product has special design/performance features that are essential to our educational function or other needs. Only one product meets the requirements. Both A & B portions of this category must be answered.

A. These features are: _____

B. In addition to the product requests, I have contacted other vendors and considered their product of similar capabilities. I find their product unacceptable for the following reasons (identify companies contacted, model number and specific technical deficiency):

3. The requested product is one that is needed for trial use or testing.

Explain: _____

4. Please consider sole source approval for this reason(s) e.g. trade-in allowance; availability or service, parts, and maintenance; product is a prototype; dues, subscription, (available only from publisher), public utility, etc. _____

AUTHORIZATION:

Full name of Organization Manager

Signature

Date

8. Special Areas of Procurement

8.1 Blanket Orders

A blanket order is a Purchase Order that is established with a vendor to permit a department to make repetitive small purchases over a given time period up to a stated maximum dollar limit. A blanket order can be a valuable tool for the using department as it decreases paperwork and saves time by not having to place a lot of small orders. Most blanket orders are established through competitive solicitations or State/County pricing agreements. Sometimes, a small dollar non-competitive blanket order may be established for the purchase of miscellaneous non-specific supplies within a given commodity area (e.g., office supplies, copier supplies, laboratory chemicals, etc.). Some formerly miscellaneous blanket orders will be required to be more specific and depending on the dollar value, competitive pricing must be obtained.

- 8.1.1 Blanket orders should not be used as means to avoid the competitive procurement process. Orders for individual purchases on a blanket order must not exceed \$2,500, although per purchase limits may be lower. Departments should carefully review their requirements and discuss them with the Buyer in Purchasing to determine if a blanket order is really the best method to use to handle a given requirement. The responsibility for monitoring the blanket order expenditures rests **solely** with the using department. The Blanket Order Purchase Release Authorization Department Log should be used to monitor the purchases against each blanket order. Departments failing to do this will have their blanket orders canceled and will not be permitted to establish new blanket orders.
- 8.1.2 Regardless of the dollar amount, the nature of the items or services requested under a blanket order, and the availability of competition, the Purchasing Department may require that the blanket order be competitively bid if it is deemed to be in the best interest of CCBC.
- 8.1.3 The period covered by a blanket order is normally one year unless otherwise specified in the bid or contract document.
- 8.1.4 The total shown on the Purchase Order will be the absolute **maximum** dollar amount permitted to be spent under the blanket order. Change orders to increase the dollar limits on blanket orders will not be permitted.
- 8.1.5 For all blanket orders, the order is limited in size and scope to what is stated on the face of the Purchase Order. Items ordered that are inconsistent with what is stated will not be permitted; orders for equipment may not be purchased if the blanket order is for supplies.
- 8.1.6 If a single dollar limit per transaction is stated on the face of the blanket order, under no circumstances can the dollar limit per **single** order placed against the blanket order be exceeded. Orders may not be intentionally split to avoid the limitations.

- 8.1.7** Blanket orders **must** identify the person(s) within the department who are authorized to place orders against the blanket order. Only the designated person(s) on the face of the order are authorized to place and/or pick up orders against the blanket order. If item(s) are to be picked up from the vendor, it is the vendor's responsibility to require that valid CCBC identification be presented before the order is released.
- 8.1.8** A copy of the Blanket Order should be hand carried to the vendor when making the pickup. This assures for confirming that the correct Purchase Order Number/Vendor is used, provides the vendor the opportunity to see that there is a valid Purchase Order to use for billing, and provides the vendor with the name of authorized purchasers. **NOTE: The vendor copy of the blanket order normally is not sent to the vendor.**

**THE COMMUNITY COLLEGE OF BALTIMORE COUNTY
BLANKET ORDER PURCHASE RELEASE AUTHORIZATION
DEPARTMENT LOG**

NOT TO EXCEED

Department _____ P/O # _____ Vendor _____ Term _____ Total Dollars _____

| Date Release Requested | *Signature of Authorized Person to Order | Items(s) Qty/Description | Total Dollars (This Release) | Total Dollars Remain | Pick-up/ Delivery Date | Supervisor (or next higher) Signature/Date | Invoice # Date Approved |
|------------------------------|--|-----------------------------|------------------------------------|----------------------------|------------------------------|---|-------------------------------|
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NOTE: By initialing and dating this log, employee and supervisor certifies that the purchase(s) listed above are consistent with the terms, conditions and restrictions of the blanket order and that the employee was authorized to make these purchases.

*Authorized persons(s) must be designated on the face of the blanket order.

8.2 Standing Orders

Standing orders, which operate in a similar fashion as blanket orders, may be established for departments. A standing order is used when a department knows what is to be ordered, an approximate quantity and, in some instances, a scheduled interval for deliveries. Instead of purchasing these types of requirements on a blanket order arrangement, it would be possible to obtain competitive prices and to lock in those prices for the entire period of the standing order. Savings to the department can be realized because you are able to give the vendor an idea of usage to be expected and thereby obtain a larger discount. Another advantage of establishing a standing order is that since standing orders are competitive, there is no limit on the total order dollar value that can be established by the using department. All of the following are examples of standing orders:

Example 1 A standing order for Plant Operations for 900 cases of toilet paper to be delivered in lots of 75 cases each month July 1 thru June 30th.

Example 2 Chemistry establishes a standing order for the delivery of test tubes. Estimated quantity for the year is 200 cases to be shipped bi-weekly, 20 cases per shipment.

8.3 Equipment Repairs

If a department has a requirement for equipment repairs, typically these are sole source requirements, and the following is required:

8.3.1 Prepare a Requisition Form with the vendor name, telephone and fax numbers, estimated cost and a brief description of the problem.

8.3.2 Fax or mail the Requisition Form to Purchasing for processing.

8.3.3 A Purchase Order will be faxed to the vendor. The department will then be notified by Purchasing to schedule the repair. If the cost shown on the Purchase Order is not correct, contact Purchasing as soon as possible with the correct amount so that the order can be adjusted and payment to the vendor will not be delayed.

8.3.4 Refer to **Section 8.7** for emergency equipment repairs. An emergency situation is one that, if not resolved immediately, would threaten the well being and safety of the community or cause an instructional function to stop operating completely.

NOTE: If accumulative repairs exceed \$10,000, a maintenance contract should be established through a competitive bid process.

8.4 Conferences, Registrations, Seminars, Dues, etc.

The Purchasing Card (**VISA**) is an excellent method of handling conference registration fees, seminar fees, dues, etc. Most organizations accept **VISA** for the payment of fees and indicate so on their forms. As an alternative, the Check Request-Direct Pay Form may be used as well. If the department is not using either of these processes or if the fee exceeds the amount permitted (\$2,500 for the Purchasing Card), these requests may be sent through on a Requisition Form. The registration form or dues invoice should be attached to the Requisition Form. In most instances, a Purchase Order will be accepted for conferences registrations so that CCBC can be invoiced for payment.

8.5 Office Supplies

Orders for office supplies should reflect the accumulated needs of the department; orders should not be placed for an individual. The Purchasing Department will pre-arrange contracts with vendors based on discounts available. Information will be provided on discounts and contracts by the Purchasing Department. Departments should contact vendors directly to receive catalogs and price lists. Applicable discounts should be applied to each unit cost, not to a grand total of items. If a discount is not indicated on the Requisition Form and one applies, the correct discounted prices will be reflected on the invoice. Be aware that discounts do not usually apply to furniture and equipment. Departments are encouraged to set up blanket orders and call in small orders as needed.

8.5.1 Special contracts may be set up by Purchasing for high volume office supplies such as diskettes, calendars, laser toner cartridges, etc. Contact the Purchasing Department for vendor and price information on these items.

8.6 Microcomputer Purchases

All Requisition Forms for the purchase of microcomputers and associated peripherals, printers, networking equipment, cabling and operating system software must be processed through Information Technology Services and be signed by the Director of Information Technology and Technical Services **before being sent to Purchasing**. All Requisition Forms for the purchase of data projectors and instructional software must be signed by the Senior Director of Instructional Technology and Web Management **before being sent to Purchasing**.

8.6.1 Contract Microcomputers

CCBC has the authority to use indefinite quantity contracts for various computers, software and printers. Contact the Purchasing Department for information on current contracts. In order to expedite the ordering process, Requisition Forms are to be sent directly to Instructional Technology Services to establish the specifications **before** being sent to Purchasing.

8.6.2 Apple Computers

Apple computers may be ordered on a sole source basis from Apple Computer, Inc. by attaching the quotation to a Requisition Form and submitting both to Purchasing. If the purchase exceeds \$25,000, Purchasing will prepare an exhibit for award by the Board of Trustees.

8.7 Emergencies

8.7.1 An emergency situation is one that, if not resolved immediately, would threaten the well-being and safety of the community or cause an instructional function to stop operating. During normal working hours, should a valid emergency arise, contact Purchasing as soon as the emergency is known and describe the situation, as departments are not authorized to proceed without the prior approval of Purchasing.

8.7.2 Breakdown of essential services or programs during non-business hours of Purchasing may be handled directly by departments. Purchasing should be contacted as soon as normal hours resume and a confirming Requisition Form must then be forwarded to Purchasing at the earliest practical time with a full explanation of the nature of the emergency and why the matter had to be handled in the manner chosen.

8.8 Architectural/Engineer Services

CCBC shall procure the professional services of architects, engineers, and other design professionals in accordance with procedures and for requests for proposals. In general, this will provide for advertised, multi-step, selection processes for engagements on projects with an anticipated fee greater than the threshold for competitive sealed bids were the contract for goods.

8.8.1 On small projects, with fees less than the small procurement threshold (\$25,000), the Purchasing Department will solicit three prices from potential professionals judged to be capable in the discipline covered by the procurement and award the contract to the firm with the lowest fee.

8.8.2 For modest sized projects, with fees ranging up to \$100,000, CCBC shall advertise the project and select the firm with the best combination of qualifications and fee in accordance with the procedures for competitive sealed proposals.

8.8.3 For large projects, with fees in excess of \$100,000, CCBC shall advertise the project and select the firm with the best qualifications. A project subcommittee will attempt to negotiate a fair and reasonable fee with this firm. If, after 30 days, the negotiating team is unsuccessful with negotiations, then the negotiations with the highest ranked firm will be discontinued and the next ranked firm will be solicited for fee, and shall be negotiated with for a succeeding 30-day period. Negotiations with firms, in the order of qualifications ranking, will continue until a reasonable and fair fee is established in accordance with the procedure set out in the request for proposals.

8.8.4 CCBC may make use of other public agency, professional service, indefinite delivery (on-call) contracts when in the best interest of the College, and allowed by the soliciting public agency. These contracts must have terms and conditions acceptable to CCBC.

8.9 Capital Improvement Projects

8.9.1 On projects with projected costs less than the formal bid threshold, CCBC should solicit three bids from potential vendors known to be competent in the area covered by the procurement and award the contract to the firm with the lowest bid.

8.9.2 On any project, CCBC may make use of other public agency indefinite delivery/indefinite quantity contracts when in the best interest of the College, permitted by all funding sources, and allowed by the soliciting agency. These contracts must have terms and conditions acceptable to CCBC.

8.9.3 For projects with projected costs expected to exceed \$100,000, CCBC shall advertise the project and select the responsible firm with the lowest cost, responsive bid.

8.10 Temporary Office Service

The selection of a temporary office service for hiring of temporary personnel, as well as the selection of a consultant, will follow the standard purchasing regulations according to the total cost of the contract.

8.11 Maintenance Agreements, Service Contracts, and Licenses

8.11.1 Maintenance agreements cover the periodic inspection, repair, and overhaul of office or instructional equipment requiring electrical and/or mechanical service. These agreements may be placed on an annual, semi-annual or quarterly basis in accordance with small procurement, informal bid or sole source procedures. When determined to be in CCBC's best interest, consideration may be given to the local distributor or representative of the manufacturer in awarding maintenance contracts.

8.11.2 Service contracts cover the periodic inspection, repair, and overhaul of major equipment (i.e., plant air conditioning chillers, etc.) requiring electrical and/or mechanical service. These agreements may be placed on an annual or multi-year contract in accordance with purchasing procedures. Service contracts are generally of a total in excess of \$25,000 and require a Formal Bid or Request for Proposal process and Board of Trustee's award of contract. Service contracts may be established for a fixed term (to terminate on a specific date); or may be bid with the option to extend the contract beyond the initial term of the contract (i.e., a fixed term of two years with the option to extend the contract for up to three additional years). In either case, the total years for the contract should not exceed five years without a rebid (unless sole source). Contracts are initially awarded for the total cost of the fixed year(s) term; the extension of the contract through the exercise of an option year will require the approval of the Board of Trustees, if the cost per year exceeds \$25,000.

8.11.3 Software or operations licenses will be reviewed on a case-by-case basis and generally follow the same purchasing procedures as service contracts. In the event that the license procurement might be sole source, the Board of Trustees must approve any renewals.

8.11.4 The duly authorized representatives of the using agency responsible for the equipment and requesting the maintenance shall verify the performance of labor and necessity for parts for which CCBC will be invoiced in accordance with the terms of the contract. CCBC personnel should make periodic spot checks of work performed under maintenance agreements to assure protection of the interests of CCBC.

8.12 Property Leases

Negotiation and execution of property leases is the responsibility of the Vice Chancellor of Finance and Administration. However, generation of Purchase Orders on which to pay rent is the responsibility of the Purchasing Department. A copy of all lease agreements must be sent to the Purchasing Department to maintain a master file.

8.12.1 To facilitate payment of monthly rent, departments must generate a Requisition Form to include the name and address of the property, the term of the agreement (including any renewal options), and the amount to be encumbered (generally through the current fiscal year). A Requisition Form, along with two copies of the lease agreement should be promptly forwarded to the Purchasing Department for processing of the Purchase Orders. One copy of the lease agreement is retained by Purchasing; the second copy is mailed to the lessor along with their copy of the Purchase Order.

8.12.2 Upon receipt of Purchase Orders, Accounts Payable will place leases on a fixed payment schedule which result in automatic payments directly to lessors at the end of every month preceding the due date, (generally the first of each month). Fixed payments are issued, without benefit of an invoice, based on the monthly amounts specified on the Purchase Orders and the funds encumbered. Due to the precise nature of the fixed payment schedule, funds encumbered on Purchase Orders must be the exact amounts due each month; monthly rental amounts must not be rounded up or down to whole numbers.

8.12.3 When a lease extends beyond one fiscal year, it is the responsibility of the department to generate a Requisition Form to encumber funds for the subsequent fiscal year. It is imperative that Requisition Forms to encumber additional funds be generated promptly so as not to unduly delay monthly payment.

8.13 Grants and Student Government Organization

8.13.1 The Community College of Baltimore County *Purchasing Policy and Procedures* apply uniformly to all agency funds administered by CCBC, whether they are departmental budget funds, State or Federal or Local Government grant funds or S.G.O. funds. A fund deposited with the bursar is considered a college fund and must be expended according to prevailing CCBC policies.

8.13.2 *However, Blanket Orders, use of the Purchasing Card and Petty Cash are not to be used for Grant funded purchases.* All Requisition Forms and Check Request-Direct Pay Forms must be approved by a Grant Accountant **prior to being forwarded to the Purchasing Department.**

8.13.3 Grant recipients are to avoid any unnecessary purchase in exercise of responsibility for grant funds.

8.13.4 Where appropriate, an analysis is to be made of lease and purchase alternatives to determine which would be most economical and practical procurement for the Federal government. To the extent practical and economically feasible, products and services dimensioned in the metric system should be acceptable, and products and services that conserve natural resources and protect the environment or are energy efficient are preferred.

8.14 Petty Cash

Petty cash transactions do not require prior approval of the Purchasing Department. Petty cash purchases are limited to **\$100** maximum and CCBC does not reimburse for sales tax paid by an individual. The sales tax exemption number is available through the Purchasing Department. To be reimbursed through petty cash for purchases meeting these requirements, the sales receipts should be signed by the Organization Manager and turned in for reimbursement through college petty cash funds or by use of the Check Request-Direct Pay Form.

8.15 Vendor Protest Policy

It shall be the policy of CCBC that all actual or prospective bidders, respondents, offerors, or contractors that believe they are aggrieved by the solicitation or award of a contract be offered administrative adjudication.

8.15.1 Complaint to Director of Purchasing

Any party that believes it is aggrieved should seek resolution of their complaints initially with the Director of Purchasing. Such complaints must be in writing.

8.15.2 Filing of Protest

Formal protests shall be made in writing to the Director of Purchasing and shall be filed within ten calendar days after the protesting party knows or should have known of the facts giving rise to the protest. Protests filed after the ten calendar days will not be considered unless the deadline is waived by the Director of Purchasing. The written protest shall include, at a minimum, the following information:

- clear indication that the communication is a formal, written protest
- the name and address of the protesting party
- appropriate identification of the procurement such as the solicitation number
- a statement of reasons for the protest
- supporting exhibits, evidence or documents to substantiate any claims
- signature of a duly authorized officer or agent of the protesting party

8.15.3 Review of Protest by General Counsel

The Director of Purchasing may request additional information from the protesting party who shall submit the information within the time periods established. The protest will be forwarded by the Director of Purchasing to the General Counsel for CCBC for review and recommendation. When a protest has been filed within 10 calendar days and before an

award has been made, Purchasing, at the sole discretion of the Director of Purchasing, may suspend the process of procurement and make no award of the contract (at the recommendation of the General Counsel for CCBC) until the protest has been settled.

8.15.4 Decision by the Director of Purchasing

A decision on a protest shall be made in writing by the Director of Purchasing within ten working days after receiving the recommendation from the Counsel for CCBC.

8.15.5 Appeal

An appeal of a decision of the Director of Purchasing may be made by the protesting party to the Vice Chancellor of Finance and Administration of CCBC. Notification of the intent to appeal a decision of the Director of Purchasing shall be communicated to the Director, in writing via facsimile, within two business days of receipt of the Director's decision. The actual appeal of a decision of the Director of Purchasing shall be filed not later than seven calendar days after the receipt of such decision. The appeal shall contain a detailed statement of the factual and legal grounds upon which reversal or modification is deemed warranted specifying any errors of law or information not previously considered. A decision on the appeal will be made as expeditiously as possible. The decision of the Vice Chancellor of Finance and Administration shall be final with respect to administrative remedies.

8.16 Public Access to Purchasing Files

Access to public records will be made in accordance with the provisions of the Public Information Act.

8.16.1 A vendor, bidder, prospective bidder, the media or any member of the general public who requests to review Purchase Order files may make the request only in writing to the Purchasing Department. The Director of Purchasing will arrange an appointment within 30 days of the request.

8.16.2 The requested files will be organized prior to the scheduled meeting; all designated trade secrets submittal or other proprietary data deemed to be confidential per Section 10-617, 618, and 619, *State Government Article, Annotated Code of Maryland*, will be removed.

8.16.3 If copies are requested, the Purchasing Department may make the necessary arrangements with Printing Services and pass on any costs to the requester.

8.17 Procurement by Noncompetitive Negotiation

8.17.1 Limitation of Dollar Amount. The procedures in this Section 8.17 apply to noncompetitive procurements that exceed \$25,000, but do not exceed \$100,000.

8.17.2 Unsolicited Offers. A department or office within the College must request approval of an unsolicited offer in accordance with these procedures.

8.17.2.1 A department or office must submit to the Director of Purchasing a detailed written offer from the offeror that contains the following information:

- a description of the goods or services to be provided;
- the benefit of the goods or services to the College;
- the unique or innovative nature of the goods or services;
- any proprietary rights owned by the offeror or other reasons that warrant the use of competitive negotiation;
- the consent of the offeror to permit the Director of Purchasing to test any goods included in the offer;
- an estimate of the cost of the goods or services and a final dollar amount the contract, if awarded, cannot exceed; and
- a statement why the goods or services cannot be procured through competitive bidding.

8.17.2.2 The Director of Purchasing shall confirm, in writing, that the cost is reasonable and consistent with the standards in the industry.

8.17.2.3 The Director of Purchasing may request additional information from the department or the office, or conduct negotiations with the offeror related to the content of the offer. The Director of Purchasing shall obtain a final offer from the offeror.

8.17.2.4 The Director of Purchasing shall make a written determination as to whether the procurement complies with these procedures.

8.17.2.5 If the Director of Purchasing determines that the procurement complies with these procedures, the Director of Purchasing shall recommend approval of the procurement to the Chancellor. The Chancellor may approve or request changes to the final offer presented by the Director of Purchasing. If the Chancellor approves the final offer, the Chancellor shall recommend approval of the procurement to the Board of Trustees.

8.17.2.6 The Board of Trustees must approve the final offer before the College can award a contract. The Board of Trustees may approve, modify or reject the final offer recommended by the Chancellor.

8.17.3 Noncompetitive Procurement Services Related to Instruction, Curriculum Development, Institutional Advancement, or when Noncompetitive Procurement is in the Best Interests of the College and the State. A department or office of the College may request a noncompetitive procurement of goods and/or services, in accordance with the procedures set forth below, when the request is related to instruction, curriculum development, institutional advancement, or when a noncompetitive procurement is in the best interest of the College and the State.

8.17.3.1 The department or office must submit a detailed written proposal for the goods or services to the Director of Purchasing. At a minimum, the proposal shall include the following:

- a description of the goods or services;
- the benefit of the goods or services to the College;
- an explanation as to why a non-competitive procurement is in the best interest of the College and the State; and
- an estimate of the cost of the goods or services to be provided and a final dollar amount the contract, if awarded, cannot exceed.

8.17.3.1.1 For those circumstances where the Director of Purchasing determines that noncompetitive negotiation is in the best interest of the College and the State, the Director of Purchasing shall provide a statement articulating the best interests that are served by the proposed noncompetitive negotiation. The “best interest of the College and the State” may include, but is not limited to the following:

- reputation and experience of the vendor;
- innovative nature of the goods or services;
- the proprietary rights of the offeror in the goods or services.

8.17.3.2 The Director of Purchasing shall confirm, in writing, that the cost is reasonable and consistent with the standards in the industry.

8.17.3.3 The Director of Purchasing may request additional information from the department or the office, or conduct negotiations with the offeror related to content of the proposal. The Director of Purchasing shall obtain a final proposal from the offeror.

8.17.3.4 The Director of Purchasing shall make a written determination as to whether the procurement complies with these procedures.

8.17.3.5 If the Director of Purchasing determines that the procurement complies with these procedures, the Director of Purchasing shall recommend approval of the procurement to the Chancellor. The Chancellor may approve or request changes to the final proposal presented by the Director of Purchasing. If the Chancellor approves the final proposal, the Chancellor shall recommend approval of the procurement to the Board of Trustees.

8.17.3.6 The Board of Trustees must approve the final proposal before the College can award a contract. The Board of Trustees may approve, modify or reject the final proposal recommended by the Chancellor.

8.17.4 Posting of All Noncompetitive Procurements Under this Section 8.17. The Director of Purchasing shall post monthly on the College's Bid Board all contracts awarded by noncompetitive procurement, in accordance with the provisions of this Section 8.17 for the preceding 30-day period.

8.17.5 Annual Report to the Board of Trustees. The Director of Purchasing shall provide an annual report to the Board of Trustees at the June board meeting identifying the noncompetitive negotiated contracts awarded by the College pursuant to these procedures.

8.17.6 Changes to Procedures. Any changes to these procedures must be approved by the Board of Trustees.

8.18 Cell Phone Policy

8.18.1 Eligibility and Approval. Cellular telephones or voice/data devices and services may be provided to certain CCBC employees to conduct activities incident to their college employment that cannot be conducted efficiently by other methods. A member of the President's Staff must approve all requests for cell phones and voice/data devices.

8.18.2 Equipment Responsibility. The individual to whom a device or cell phone is issued is designated as the sole user of the equipment and is responsible for the proper use of this College property. Upon leaving employment of the College, the individual must return this equipment to the Purchasing Department.

8.18.3 Personal Use. When the College provides cell telephones or voice/data devices for use by CCBC employees, employee use is primarily restricted to official CCBC business only.

8.18.4 Plans, Features and Accessories. The College will contract for usage plans, features, and accessories that will serve the needs of all employees. For information about the contract and to obtain a cell phone, call the Purchasing Department. The contracted plan(s) are the only ones available for employee use.

8.18.5 Cell Phone Use While Driving a Vehicle. Due to insurance liability issues, the College strongly encourages employees not to use hand-held cell phones while driving a motor vehicle. If a cell phone must be used while driving, a hands-free accessory should be used.

8.18.6 Acknowledgement of College Policy. Each cell phone user shall receive a copy of the CCBC Cell Phone Policy when he/she picks up their cell phone. The user must also sign a document accepting responsibility for the cell phone, acknowledging that he/she understands the policy and will abide by it.

9. Contract Signatures

The following individuals are authorized to sign contracts, in the name of the college, in the categories indicated. In all instances, those individuals in the chain of command above the indicated signatory are also authorized signatories.

| Category | Signature |
|--|--|
| 1. Contract Specifies Signature -Federal Grants | As specified and/or Chairman of the Board of Trustees |
| 2. Construction Contracts* | Vice-Chancellor for Finance & Administration |
| 3. Personnel Services Contracts -Full-Time Faculty/Administration | Chancellor |
| 4. Personnel Services Contracts -Part-Time Faculty/Overload Credit & Credit Free | Division Dean or Dean of Continuing Education |
| 5. Lease/Rental Contracts -Facilities | Assistant Vice Chancellor for Finance and Administration |
| 6. Purchase Orders** -Capital Improvement -Material, supplies, equipment, services -Lease/Rental Agreement equipment, software -Student Activities Agreement -Credit Application | Director of Purchasing |
| 7. Service Contracts** -Maintenance -Consultant -Engineering -Operational support | Director of Purchasing |
| 8. Insurance Contracts -Liability, Auto, Property, Etc. -Employee Benefits | Assistant Vice Chancellor for Finance and Administration |
| 9. Instruction or Other Services -Provided by College to Outside Agencies | Vice Chancellor for Finance & Administration, Vice Chancellor for Learning and Student Development or President |

- | | | |
|-----|---|---|
| 10. | Title of Real Property -Land and Buildings* | Chancellor |
| 11. | Title for Personal Property -Vehicles (purchase, trade, junk) | Director of Purchasing |
| 12. | Construction Contract Change Orders -Amounts less than the current policy threshold for competitive sealed bidding | Vice Chancellor for Finance & Administration |
| | -Amounts greater than the current policy threshold for competitive sealed bidding | Chairman or Vice-Chairman of Board of Trustees |

*These items should be reviewed for legal sufficiency by the CCBC General Counsel prior to execution. Also, in general, any contract over one year in duration should be reviewed by the CCBC General Counsel.

**These items, if greater than the amount that qualifies as "small procurement" as defined by the State Procurement Regulation, require approval of the Board of Trustees prior to award.

The following delegation by the Chancellor was approved on October 1, 2001 and is applicable to the signature authorities as defined above.

1. *The Vice Chancellor for Finance and Administration has the authority to sign all documents on behalf of the College that the Chancellor is authorized to sign if the Chancellor is absent due to vacation, business travel or illness. If the Vice Chancellor for Finance and Administration is absent due to vacation, business travel or illness, the Vice Chancellor for Learning and Student Development shall have the authority to execute documents that I am authorized to execute on behalf of the College.*
2. *The President of each campus has the authority to sign agreements related to activities organized and administered solely by administrators, faculty and staff located on his/her campus. This authority does not extend to any employment matters. The authority of each President does include, but is not limited to, the following agreements:*
 - a. *Clinical affiliation agreements if the President is responsible for the subject matter of the agreement;*
 - b. *Instruction agreements with outside organizations for a single course, or set of courses, for credit, if the instruction will be provided by administrators, faculty or staff under the supervision of the President and the set of courses are not related to a new curriculum being developed by the College;*
 - c. *Rental and use agreements for campus facilities;*
 - d. *Grant applications and grant agreements if administrators, faculty or staff under the supervision of the President will have the primary responsibility for performance of the grant activities, subject to paragraph 5, below; and*
 - e. *Articulation agreements between the College and other institutions of higher education for the transfer of credits among the institutions or a combined course of study shall be signed by the President of the campus and the Vice Chancellor for Learning and Student Development if instruction will be provided solely by the administrators, faculty and staff of a single campus.*
3. *The Vice Chancellor for Learning and Student Development has the authority to sign:*
 - a. *Instruction agreements with outside organizations, for credit courses, that are not within the authority of the campus Presidents under paragraph 2.b, above;*
 - b. *Articulation agreements with other institutions of higher education related to the transfer of credits among the institutions or a combined course of study shall be signed by the Vice Chancellor for Learning and*

Student Development and, where the instruction will be provided solely by the administrators, faculty or staff of one campus, the President of the campus providing the instruction;

c. Grant applications and grant agreements, including those related to college wide grants. A “college wide grant” means a grant that affects more than one campus of the College and/or involves administrators, faculty and staff of more than one campus. For the purposes of this subparagraph 3.c., “campus” shall include the Division of Continuing Education; and

d. Agreements related to Instructional Television Fixed Service activities including the use of College facilities to transmit or receive signals.

4. The Executive Dean of Continuing Education has the authority to sign instruction agreements for a single non – credit course if the instruction is to be provided by administrators, faculty or staff under the supervision of the Executive Dean of Continuing Education.

5. The General Counsel has the authority to sign certifications required by grants.

6. The Vice Chancellor for Technology and Planning has the authority to sign reports required by federal, State and local authorities related to subject matter under the supervision of the Vice Chancellor for Technology and Planning and agreements related to technology, research and planning, including, but not limited to:

a. Software;

b. Hardware;

c. Software and Hardware Maintenance Agreements; and

d. Master Purchasing Agreements and individual orders there under.

7. Other than activities related to Instructional Television Fixed Service, the Vice Chancellor for Finance and Administration has the authority to sign agreements between the College and cable, analogue, wireless, cellular or other telecommunications carriers to locate their equipment, lines or other modes of transmitting or receiving signals on the grounds of or structures on the College campuses.

No individual who has received signatory authority may sign any document on behalf of the College without the document being approved, in writing, for legal sufficiency by the General Counsel. Failure to obtain approval for legal sufficiency shall render the document null and void.

This delegation of authority shall remain in effect until it is terminated or modified by the Chancellor in writing.

10. Travel Expense Policy

10.1 Purpose

The Travel Expense Policy includes spending guidelines, expense documentation, expense approval, and other matters related to employee travel. It is intended to ensure that all employees follow the same rules and procedures throughout CCBC. These policies and procedures are strongly supported by senior management and full and consistent compliance is expected. (These procedures do not apply to the Travel Studies Program travel.)

10.2 Travel Expense Report

The items listed below are required in the preparation of a Travel Expense Report:

- 10.2.1 Make sure each section (front and back) is properly and completely filled out (e.g., name, date, dept., etc.).
- 10.2.2 The business purpose of each trip (including description of business subject discussed), each business meal, each entertainment expense and each miscellaneous expense should be clearly specified in the appropriate section of the Travel Expense Report.
- 10.2.3 With respect to business and/or entertainment meals, each guest and each employee present should be included, listing names, firms, titles and affiliations.
- 10.2.4 Amounts are to be entered individually for each particular date for each category listed on the Travel Expense Report.
- 10.2.5 Original hotel statement(s), airline ticket stub(s) and auto rental contract agreement(s) must be retained and submitted with the related Travel Expense Report and listed on the appropriate section of the back of the Travel Expense Report.
- 10.2.6 Employee meals, for each date, should be listed on the appropriate section on the Travel Expense Report. When there is more than one employee present, it should be indicated on the Travel Expense Report. **For local travel, lunches are assumed to be personal expenditures that are normally incurred during a regular business day and as such, are not subject to reimbursement.**
- 10.2.7 Other business expenses should be individually described on the appropriate section on the Travel Expense Report.

10.2.8 In compliance with Board of Trustees policy, there will be no reimbursement for alcoholic beverages.

10.2.9 Travel Expense Reports must be signed by the employee and must be approved by the proper supervisory level.

Complying with these specifications will assure prompt processing and avoid unnecessary delays in the review of your expense reports. Travel Expense Reports should be submitted in a timely manner.

10.3 Substantiation of Travel Expenses

10.3.1 Business Meals and Entertainment

The following information must be stated on the Travel Expense Reports submitted for reimbursement:

- Date, place and description of event (meal, type of entertainment);
- Names, firms, titles and affiliations of persons and their relationship to the institution;
- Amount of expense;
- Business purpose (including description of business subject discussed).

10.3.2 Business Travel

- Places visited on each particular date;
- Names, titles and affiliations of persons visited;
- Specific business purpose for travel;

10.3.3 Receipts

- Original receipts or other supporting documentation must accompany the Travel Expense Report for all expenditures. Receipts should clearly state how payment was made, and to whom.
- Proper and original receipts would include:

Air - original copy of passenger coupon

Lodging - hotel statement

Car Rental - car rental receipt

Meals/Entertainment - card member copy of *itemized* charge receipt or an *itemized* cash register receipt (or proof of other method of payment) to help identify non-reimbursable items (e.g., alcoholic beverages).

Miscellaneous Expense Categories - card member copy of charge or a cash register receipt for non-chargeable items.

10.3.4 Signature of Authorization

Authorizing signatures should be legible enough for identification of the person authorizing the expense. The Travel Expense Report must be approved by an authorized supervisor. **It is the responsibility of the approver to ensure compliance with CCBC policy.**

10.4 Allowable Travel Expenses

10.4.1 Privately-Owned Vehicles Used for College Business

College employees may be required to use their privately-owned vehicles in order to carry out their assigned duties, if a College pool vehicle is not available.

Authorized persons who use a privately-owned vehicle for official College business shall be reimbursed in accordance with IRS regulations and approved rates.

Authorized drivers shall be reimbursed for reasonable parking and toll expenses incurred while conducting College business in a privately-owned vehicle.

Reimbursement for employee insurance costs and gasoline is included in the mileage reimbursement rate.

Reimbursement is based on the principle that the employee should be reimbursed for all official business mileage accumulated in a privately-owned vehicle that is beyond the normal round trip mileage incurred from the employee's home to the permanently assigned office or workstation, and back home again. Examples follow:

- A College employee who leaves the office, travels to a field site, and returns to the office may be reimbursed for all mileage directly connected with the business trip (i.e., mileage from the office to the field site and back to the office), because the driver will have driven the normal daily commute to and from the office by the end of the day.
- A College employee who leaves home to conduct business without stopping at the assigned office may be reimbursed for all mileage directly connected with the business trip that is in excess of the

commute miles normally traveled (i.e., total official miles driven minus normal daily commute miles). In this situation, the driver has not driven the normal daily commute and, therefore, must subtract the normal daily commute miles from the total official miles driven.

- A College employee who conducts College business prior to coming into the assigned office or on the way home from the assigned office may be reimbursed for all mileage in excess of the commute miles normally traveled.

These policies apply to any day in which the employee travels in a privately-owned vehicle to conduct College business, including a normal working day, after hours business travel, and business travel on Saturday, Sunday, or holidays.

The employee's supervisor is responsible for ensuring that reimbursement of the use of privately-owned vehicles is controlled and authorized only in the College's best interests. Travel Expense Reports are to be comprehensively and accurately prepared, so the supervisor can readily verify the mileage reimbursement calculation.

The current privately-owned vehicle mileage reimbursement rate is available on the Finance and Administration website.

10.4.2 Rental Cars

The use of rental cars should be limited to instances in which other means of transportation are not economical or practical.

The size of the car that may be rented is determined by the number of travelers:

- 1 person - compact (economy)
- 2 person - mid-size
- 3 persons or more - full size

The incremental cost of vehicle upgrades is to be considered personal expense.

Whenever practical, travelers should refuel the rental car before returning it to avoid refuel charges at a surcharge by the car rental vendors.

10.4.3 Lodging

The use of high-priced rooms, suites, and executive floors is permitted only when they are necessary for business conferences and meetings. When making reservations, ask for the governmental rate if available. When a traveler requests a guaranteed hotel room reservation for late arrival, most facilities request that any cancellation be made before 4:00

p.m. on the intended arrival date. CCBC will **not** reimburse employees for no-show charges unless there is a legitimate business reason for failure to cancel the reservations.

10.4.4 Meals

Reimbursement will be made for actual meal and beverage costs so long as the costs are reasonable and customary, including tips and taxes, incurred while the employee is away from home on business.

Employees traveling on official overnight college business shall do their utmost to live within the meal allowance of \$10 for breakfast and lunch, \$20 for dinner, or a maximum of \$40 for meals each day.

10.4.5 Telephone

The costs of all necessary business calls, telegrams, facsimile, etc., are reimbursable.

The costs of personal telephone calls are reimbursable when the costs are incurred due to a family emergency or a change in schedule (e.g., change in flight time or day of return). Also, an employee will be reimbursed for the reasonable costs of one telephone call per day to his/her home while he/she is out of town on business.

10.4.6 Gratuities

The reasonable cost of tips to porters, maids, valets, bellhops, etc. is reimbursable.

10.4.7 Miscellaneous Expenses

The cost of haircuts, toiletries, movies, health clubs, traffic fines, and other personal items are **not** reimbursable.

10.4.8 Entertainment Expenses

Entertainment expenses are reimbursable if the principal purpose of the activity is to conduct business. Employees have a responsibility to incur only those expenses that will benefit CCBC and that are consistent with the same care and concern employees exercise with personal expenditures.

The costs of meals for employees and their business guests are reimbursable provided there is a substantial and bona fide business discussion before, during, or after the meal. Expenses incurred for luncheons and dinners that are part of a business program or that are

sponsored by a professional association are reimbursable if the guests are business associates and if their luncheon or dinner meeting has a business purpose.

If the meeting is with CCBC employees only, and contains a substantial and bona fide business discussion, such expenses should be reported in the meals category. Expenses related to entertainment (e.g., luncheons) in which all participants are CCBC employees generally are not reimbursable. The cost of refreshments following a CCBC sponsored gathering will not be reimbursed. The cost of events such as outings, picnics, and Christmas or retirement parties are not reimbursable unless pre-approved by the college President or Vice-Chancellor of Finance and Administration.

In instances where there is more than one CCBC employee present at a sponsored function/trip, the senior employee present must present the expenses of all CCBC personnel on his/her expense report.

10.4.9 Meetings and Conventions

If attending a seminar or conference sponsored by a business organization you belong to, please inquire if there is a group rate for travel, hotel, etc.

10.4.10 Travel Expenses for Spouse

If a spouse accompanies an employee to a travel activity, the IRS will require documentation showing that the presence of the spouse was required by the customer's or CCBC's management. A specific business purpose for the spouse's attendance must be included.

10.4.11 Transportation

Air Travel

Travelers should request reservations as early as possible in order to obtain the lowest possible fare.

Travelers are precluded from upgrading air travel for the convenience of travel if it incurs an additional expense to CCBC (e.g., paying full coach fare to earn a first class upgrade when a reduced coach fare is available). Travelers are also precluded from requesting a specific carrier for the purpose of earning frequent flyer mileage unless the specified carrier offers the lowest fare available.

To and From Airports and Bus and Rail Terminals

The most economical mode of transportation should be used to and from airports and bus and rail terminals. These modes of transportation may be considered:

- Public transportation (buses, subways, taxies)
- Private transportation (airport shuttle buses, etc.)
- Personal autos (reimbursement will be made at the standard mileage rate per mile)
- Private car services (when it is the most economical mode of transportation, or when a personal auto is not available)

10.5 Cash Advances and Prepayments

10.5.1 Prepayment of airfare, registration fees, hotel, etc., is encouraged and should be submitted through a Check Request-Direct Pay Form.

10.5.2 Cash advances are limited to 80% of the balance of the anticipated expenditures and should be obtained by submitting a Check Request-Direct Pay Form.

10.5.3 Cash advances are issued a couple of days before the business trip unless the employee will not be in the office. *Advances should be settled in a timely manner*, but no later than one month from the return of the business trip. The employee is required to settle any previous advance before obtaining additional advances.

THE COMMUNITY COLLEGE OF BALTIMORE COUNTY

Travel Expense Report

| | |
|---|--|
| Name: _____ SS #: _____ Campus: _____ Phone #: _____ | Address where check should be mailed: |
|---|--|

| Date | Travel From - To (A) | Mileage Rate_ | | Parking/ Tolls | Meals (B) | | | Trans- portation (air fare, rail, taxi) | Hotel | Registra- tion Fee | Other 8 (tips, phone) | Total | |
|---|-------------------------|---------------|-----|---|--------------|---------------------------------|---|--|-------|-----------------------|--------------------------------|----------|----------|
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| TOTALS | | | | | | | | | | | | 1 | |
| Charge Acct #: | | | | \$Less Cash Advance | | | | | | | | | 2 |
| | | | | \$ (Attach requisition(s) previously submitted) Less Prepaid Items | | | | | | | | | 3 |
| | | | | \$ Amount Due College:(2)+(3) is in excess of (1) | | | | | | | | | 4 |
| Amount Due Employee: (1) is in excess of (2) + (3) | | | | | | | | | | | | | 5 |
| Employee Signature/Date: | | | | | | Approval Signature/Date: | | | | | | | |

The employee signing this voucher represents that the expenses presented were incurred for business purposes of the CCBC.
ORIGINAL RECEIPTS MUST BE SUBMITTED FOR ALL REIMBURSEMENT REQUESTS

A. TRAVEL EXPLANATION

| DATE- | PLACE/LOCATION | EXPLANATION |
|-------|----------------|-------------|
| | | |
| | | |
| | | |
| | | |
| | | |

NOTE: A full description for each business trip and /or function must be provided.

B. MEALS/ENTERTAINMENT

| DATE | DESCRIPTION OF EXPENSE | MEETING PLACE | NAME, FIRM, TITLE OF PERSONS PRESENT | AMOUNT |
|------|------------------------|---------------|--------------------------------------|--------|
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |

NOTE: Tax regulations require that business meals (except meals for employees while traveling) and entertainment must be directly related to or associated with business activities.

C. OTHER BUSINESS RELATED EXPENSES

| DATE | DESCRIPTION | AMOUNT |
|------|-------------|--------|
| | | |
| | | |
| | | |

NOTE: Federal income tax regulations require strict adherence to CCBC reimbursement policy. Expenses must be fully substantiated with receipts attached to expense report and approved by employee=s supervisor.

TRAVEL EXPENSE REPORT INSTRUCTIONS

The reimbursement process for travel begins with the Travel Expense Report. This report is used for both local and overnight travel. Be certain to fill the form in with as much detail as possible. This will allow for timely processing. The Travel Expense Report is on diskette in Excel and is available upon request.

- Name:** The name of the person requesting travel reimbursement
- SS #:** The social security number of the person requesting reimbursement
- Campus:** The location of the person. (Catonsville, Essex, Dundalk, Hunt Valley, etc.)
- Telephone #:** The telephone number where the person can be reached if additional information is needed.
- Address where check should be mailed:** The mailing address of the person receiving reimbursement.

Fields in the body of the document:

- Date:** The date the travel took place. There should be a separate line for each day of travel.
- Travel From-To:** Indicate the destination of your travel. Each date of travel should be listed on a separate line.
- Mileage Rate:** The mileage rate should conform to the current IRS rate. If you are not sure what the rate is, contact the person responsible for travel in the Finance Office.
- Miles:** The amount of miles it takes to travel from one point to another. You can use the odometer in your car for accurate mileage.
- Amount:** The dollar amount of the miles times the mileage rate.
- Parking/Tolls:** Any parking fees or tolls incurred during your travel. Original receipts must be submitted with the Travel Expense Report.
- Meals:** Any meal expense incurred while you are away from home. Amounts should be listed for each particular date for each category (**B**reakfast, **L**unch, **D**inner) reimbursement is requested. Reimbursement will be made for reasonable expenses and will include taxes and tips. When there is more than one person present, it should be indicated on the expense report and each person submitting for the expense needs a receipt. In relation to local travel, lunches are assumed to be personal expenditures that are normally incurred during a regular business day, and are not subject to reimbursement. Original receipts must be submitted with the Travel Expense Report.

- Transportation:** Any expense incurred for transportation needed to travel to the destination. Expenses may be for airfare, train fare, bus fare, taxi, shuttles, etc. Original stubs or receipts must be submitted with the Travel Expense Report.
- Hotel:** Expenses incurred during your travel for lodging. Original receipts must be submitted with the Travel Expense Report.
- Registration Fee:** The fee paid to register for a conference or meeting you are attending. Original receipts must be submitted with the Travel Expense Report.
- Other:** This section of the form is used for miscellaneous expenses that were incurred during your travel. Examples of items to be listed in this section are telephone charges, tips, and miscellaneous required purchases during your travel. Any receipts available must be submitted for reimbursement.
- Total:** The total of each date listed. Add the amounts across from each field listed for each day listed.
- Carry forward totals:** *Use this section only when* more than one page is needed to report your expenses. Carry the totals from previous pages forward to the top page.
- Totals:** The totals of each column added down. When using more than one page for a report, the top page should be the total sum of any additional pages attached. This top page should have the account coding and approvals indicated.
- 1:** This field represents the total cost of the trip(s) reported on the form.
- Less Cash Advance 2:** List the amount of money, if any, advanced to you prior to traveling. This amount should be deducted from the total amount in line 1. Advances are obtained by submitting a Check Request-Direct Pay Form to Accounts Payable prior to the scheduled date of the trip. Original receipts for the full amount of the advance must be turned in when requesting reimbursement or settling the advance. Please make every effort to submit these forms as soon as possible.
- Less Prepaid Items 3:** List any items that were prepaid by CCBC for your travel. This amount will be deducted from the amount in line 1, so be certain to include them in the expenses listed above. Prepaid items may include air fare, hotel accommodations, registration fees, etc. These amounts would have been paid previously based upon a properly approved Check Request-Direct Pay Form being presented to Accounts Payable. Attach a copy of any Requisition Forms submitted to Accounts Payable for prepayments when requesting reimbursement for your Travel Expense Report.
- Amount Due College:** If the amounts from line (2) plus line (3) exceed line (1) the total cost of travel, then CCBC should be reimbursed the difference.

- Amount Due Employee:** If line (1) the total cost of travel exceeds the amounts in line (2) plus line (3) then CCBC will reimburse the individual named on the Travel Expense Report the difference.
- Charge Acct #:** The account code the Organization Manager indicates should be charged for the travel expense. Under \$ place the amount that should be charged to each account. If there is more than one account to be charged, then each account should be listed on a separate line with the respective amounts.
- Employee Signature/Date:** The employee's signature and date. The signature represents that the expenses presented were incurred for business purposes of CCBC.
- Approval Signature/Date:** The signature and date of the person responsible for authorizing this expenditure was made in accordance with policy and that the Travel Expense Report is accurately presented.

Fields in the next section or back of the form:

- A. Travel Explanation:** This area is provided to allow for details of travel dates and locations. The purpose of the travel should be briefly stated under explanation. Be certain to list each date on a separate line, and give as much information as possible.
- B. Meals/Entertainment:** This area is provided to allow for details of travel meals and/or entertainment expenses. You should list the description of the expense, the meeting place, persons present, and respective amounts. When submitting for reimbursement of group meals be certain to fill in all requested information.
- C. Other Business Related Expenses:** This area is provided to allow for explanations to miscellaneous travel expenses. List any tips, required purchase, etc., in this area. Be as detailed as possible, providing greater detail of items when receipts are not generally given.

11. Relationship With Vendors

Departments are free to contact salespersons or vendors directly to obtain general literature or information. However, all negotiations and contracting with vendors is to be done by Purchasing. With the assistance of the Purchasing Department, departments will be responsible for the specifications related to procurement. Departments should also note that any firm that provides assistance to a department in preparing specifications for a solicitation would be **precluded** from bidding on the requirement. Therefore, departments should exercise restraint in vendor discussions that may cross over from being general in nature to related to a specific requirement and/or specifications. If in doubt, contact Purchasing for assistance.

- 11.1 Departments are not authorized to sign any contracts or agreements of any kind that may be binding upon CCBC or any of its departments regardless of the dollar value of the order. All contracts related to procurement matters should be directed to the Director of Purchasing for review and submission to the Baltimore County Office of Law (Office of Law) for review for legal form and sufficiency. Contracts signed at the department level will not be binding on CCBC and will render the agreement and/or the transaction null and void. In some instances, an unauthorized signature may make the agreement or contract personally binding on the person who signed the agreement or contract. Refer to **Section 9**.
- 11.2 If a department is contacted by a vendor concerning a bid or solicitation, which has been issued by Purchasing, refer the call to Purchasing immediately. Departments should not answer any questions or give out any information related to a solicitation no matter how familiar you are with the requirements of the bid process. Adherence to this procedure will protect the integrity of the solicitation, avoid misunderstandings, and ensure that an equal opportunity is provided to all vendors. Purchasing is responsible for obtaining and distributing answers to all vendor inquiries concerning bids and solicitations. If needed, Purchasing may contact the requesting department to obtain an answer to inquiries and will insure that all prospective bidders are provided with that information.
- 11.3 Do not accept any offers, tokens or free gifts of any kind (including travel and/or meals) from vendors who are seeking to do business with CCBC.
- 11.4 If your department has a problem with a vendor, please contact Purchasing as soon as possible. It is important to document the difficulties experienced including the attempts, if any, to resolve the problem with the vendor.
- 11.5 Vendors seeking to do business with CCBC are to be instructed to contact the Purchasing Department for a Bidder Application Form.

11.6 To help you in dealing with vendor representatives and to avoid some common pitfalls, the following guidelines are suggested:

- Advise Purchasing in advance of contacting vendors. We can assist you in obtaining the needed information or guide you in how best to speak with vendors without compromising their ability to be involved in any subsequent solicitation.
- Contact more than one vendor whenever possible. The more alternatives you have, the better solution you may find.
- Give an equal opportunity to all vendors contacted so that each has an equal opportunity to compete.
- Discuss all aspects of the requirement. Use a life cycle approach with regard to equipment purchases.
- State on the Requisition Form a complete description of the item and attach all pertinent information about the suggested vendor(s) including name of the company, address, representative or contact, telephone and fax numbers, product model number, etc. Attach descriptive literature, if available.
- Do not commit CCBC by telling a salesperson that he/she has the order. Only a signed Purchase Order or authorization from Purchasing can commit CCBC.
- Departments are prohibited from accepting gifts or gratuities of any kind regardless of the dollar value, including but not limited to offers of free trips to visit facilities, meals, etc.
- Guard against overreaction to a vendor-created crisis "Price goes up at the end of the month" or "This is the last one left in stock . . ."
- Be wary of unsolicited sales attempts to sell you a great deal over the telephone. Such items have often been found to be overpriced and/or of poor quality.
- Do not wait until the last minute to submit your requests. The more time Purchasing has to process the request, the better the job that can be done for the department.

12. Minority/Women-Owned Business Enterprise, Disadvantaged Businesses, Sheltered Workshops

It is the policy of CCBC to encourage, solicit and promote participation by minority business enterprises, disadvantaged businesses and sheltered workshops. Whenever possible, Purchasing will include these businesses in all bids and solicitations and encourage departments to assist in this effort. Departments seeking to identify minority vendors to meet their requirements should contact the Buyer in the Purchasing Department for assistance.

13. The Receiving Function

A Central Receiving Department is maintained on each of the campuses. Except where provided otherwise on the Purchase Order, all deliveries and returns must be channeled through the Receiving Department. If, contrary to instructions, vendors make deliveries to parties directly, the departments are requested to inform the receiving clerk so that the proper receiving reports may be processed. Library books, magazines, subscriptions, films, and special items are specified by the Purchasing Department on the Purchase Order as direct shipment to the user.

13.1 Overages, Shortages and Damages

Upon receipt of materials from the Receiving Department, the user is urged to immediately check the contents of shipments for conformity with the packing slips and their outstanding Purchase Order. If there is a shortage, overage, damage, or incorrect item, the Receiving Department must be notified within one week after delivery. No shipments are to be returned or rejected except through the Receiving Department, which assumes complete responsibility for all adjustments with vendors and claims against carriers.

13.2 Return of Goods

Departments are asked not to return goods directly to vendors, but rather through the Receiving Department. Adherence to this procedure will permit the Receiving Department to properly document returned goods transactions and assure departments that credits to appropriate accounts will be allowed. The Receiving Department will make certain that all packages are properly insured and will have documented proof of return shipments.

13.3 Shipping/UPS

The Receiving Department will ordinarily handle the shipping of materials off campus. With the exception of return goods, all shipping expenses are to be charged to the budget of the department requesting the shipment. Whether the shipment will be sent by truck, UPS, Federal Express, or other carrier, a properly signed Requisition Form must be received in the Purchasing Department before the shipment is made. The Receiving Department cannot handle either the shipping or receiving of personal material for individuals of CCBC.

13.4 Procedures for handling packing slips and invoices

- Orders are delivered based on the "Ship To" information on the Purchase Order.
- The person who opens the package should verify that all items listed on the packing slip (which should be inside the package) have been received.
- Contact Purchasing if you have any questions concerning the order.
- The packing slip should then be given to the office holding the Purchase Order to be compared with the original order and held until an invoice is received from Accounts Payable.
- When an invoice is received from Accounts Payable it should be checked against the packing slip for any discrepancies.
- Any billing/invoicing questions should be directed to Accounts Payable.
- If you receive an invoice directly from the vendor, it should be immediately forwarded to Accounts Payable.
- Accounts Payable will have the invoice stamped with a red stamp as follows:

My Signature Below Signifies That
The Goods or Services On The Invoice
Have Been Received And That I
Authorized Payment To Be Made.
Signature _____
Date _____

- The person who signs the payment authorization should also note whether or not the Purchase Order is still open (only partial order received) or closed (order received in full).
- Both the signed invoice and the packing slip should then be forwarded to Accounts Payable for payment.
- If there is a problem with the order that dictates that payment of the invoice should be held, make certain that you notify Accounts Payable, explaining the reason for delaying payment.

13.5 Material Safety Data Sheets

For material that is considered hazardous to the extent that it is accompanied by Material Safety Data Sheets (MSDS), the MSDS must be forwarded to the respective Office of Public Safety at the Dundalk and Essex campuses for filing as the master file of MSDS. At the Catonsville campus the master file of MSDS is maintained by the engineering office. Additionally, a copy is to be forwarded to the office of the Director of Environmental/Safety Compliance, on the Dundalk

campus. The office that is receiving the material should retain a copy of the MSDS and send the original as above.

The office that is ordering the material must note on the Requisition Form that the material is to be delivered directly to the final storage location so as to preclude the possible transportation of the material in college vehicles or by college personnel that are not qualified to handle the hazardous material.

14. Hazardous Waste Management

CCBC adheres to specific guidelines set forth for the disposal and storage of hazardous waste materials. Any department generating and/or storing hazardous waste, even in small quantities, is required to notify the respective Departments of Public Safety and Plant Operations.

Waste from any process may be hazardous. The Maryland Department of the Environment examines four primary characteristics of any waste to determine whether or not it may be hazardous:

- toxicity
- ignitability (flash point of 140 degrees F or less)
- reactivity (when combined with another substance, the waste reacts in a harmful manner, (i.e., explosion; creates toxic gas or liquid)
- corrosivity (the acidic or alkaline pH reading is less than 2.0 or greater than 12.5 on a scale of 0-14)

Any department generating hazardous waste must have a generator's site number (MDD#) on file with the Maryland Department of the Environment. Applications for this number take four to six weeks to process. A copy of the COMAR regulation 26.13 that governs hazardous waste management should also be acquired from the Purchasing Department.

Once the generator's site number has been assigned, the department should issue a Requisition Form for removal and disposal of the material by a contractor licensed to handle hazardous wastes. If this waste is generated on a frequent basis, Purchasing may choose to establish a price agreement for the removal and disposal of the waste. Once the agreement has been established a Purchase Order is processed.

15. Fixed Assets Management

The CCBC Fixed Assets System is the responsibility of the Office of the Controller. All Organization Managers are responsible for all movable property in use within their departments and are expected to exercise reasonable care in securing and maintaining such property. Generally, movable property is defined as furniture, equipment and instruments, having a value of \$2,500 or more, and an expected life of more than one year. Such property usually bears an inventory tag, and its sale, transfer, or disposal is handled by the Fixed Assets Manager.

15.1 Reasons for Property Accounting

There are several reasons for establishing procedures necessary to account for movable property. Four primary reasons are:

- Good business procedures dictate that perpetual inventory be maintained.
- At year-end audit CCBC financial records should reflect an accurate statement of the value of fixed assets.
- Fire insurance underwriters request a statement each year that describes the furniture and equipment located in each building and trailer on each campus. The statement also indicates the value of the property in the building.
- Various governmental and private granting institutions require and have a right to expect that proper inventory and accounting practices be observed with respect to care and security of movable property purchased with their funds.

15.2 Responsibility of Organization Managers

Organization Managers should report by memorandum to the Fixed Assets Manager all gifts and interdepartmental transfers of movable property. The Department of Public Safety should be informed immediately when property is missing and believed to be stolen. In such instances, the Organization Manager need not inform the Fixed Assets Manager since a copy of the Department of Public Safety department's report will be sent to the Fixed Assets Manager. The Fixed Assets Manager will update the movable property files as required.

15.3 Responsibility of the Purchasing Department

The Purchasing Department will identify each fixed asset item as it is ordered. The Fixed Assets Manager will maintain an inventory of movable property and place a coded property tag on each piece of property for positive identification. Each Organization Manager will be furnished a computer report of all property located within their area. This report will be provided on an annual basis unless a division or department has need of these reports on a more regular basis. Any errors or omissions on this report should be brought to the attention of the Fixed Assets Manager as soon as possible.

15.4 Relocation of Movable Property

Whenever an item of movable property is reassigned to a new location, the Fixed Assets Manager is to be notified in order to update the computerized files.

15.5 Physical Inventory of Movable Property

A physical inventory of all CCBC movable property will be completed on a cyclical basis by the Fixed Assets Manager. This inventory will be on-going with the Fixed Assets Manager or Department of Public Safety inventorying the contents of one-third of the number of buildings each year. This inventory is necessary to verify the existence and location of all movable property of The Community College of Baltimore County.

16. Surplus Property Disposal

16.1 Surplus Determination

Organization Managers having equipment or other property surplus to their needs shall notify the Fixed Assets Manager. If the property in question is an inventory item, the name and tag number is all that need be used for description; i.e., table, tag 01234. If the item or items are not tagged for inventory purposes, a brief description is required.

16.2 System Wide Notification

The Fixed Assets Manager will check among Organization Managers to discover whether other departments can use any items declared as surplus. Following this notification, any property unable to be reused will be designated for disposal by the Fixed Assets Manager.

16.3 Method of Disposal

The Purchasing Department will dispose of the property in accordance with Federal and State regulations by soliciting bids from interested parties where required and practicable; or by using the item for trade-in when acquiring a new item, by spot bid sales which will be announced to the CCBC community, by use of the Baltimore County Surplus warehouse or by donation to a nonprofit organization. Federal property shall be reported to the General Services Administration for disposal. Property acquired from the Maryland State Surplus Property facility shall be reported to that agency for disposal.

16.4 Distribution of Proceeds

Proceeds from the sale of property shall be credited to the appropriate account in the general operating budget of The Community College of Baltimore County as determined by the Senior Director of Finance.

17. **Glossary of Terms**

The following are definitions of some commonly used Purchasing terms for which the general meaning may not be known or understood by the campus community:

ACKNOWLEDGMENT - A form used to inform the Buyer that the seller has accepted the order.

ADVERTISING - The solicitation of competition through public announcement (i.e., electronic media, bulletin boards, newspapers).

ALTERNATE BID - A bid that invites for consideration one or more offers of an option or choice based upon equipment or satisfactory performance by user (e.g., such bid is only acceptable when the variance is deemed to be immaterial).

AWARD - The presentation of a purchase agreement or contract to a bidder after all necessary approvals have been obtained; the acceptance of a bid or proposal.

BACK ORDER - The undelivered part of a previous order that the vendor agrees to ship later.

BID - A competitive price offer made by an intended seller, usually in reply to an invitation for bid.

BIDDER - Someone that is acting or competing to get a Purchase Order or Contract by submitting a response to an Invitation for Bids or a Request for Quotes.

BID BOND - An insurance agreement in which a third party agrees to be liable to pay a certain amount of money in the event of specific award bidder fails to sign the contract as bid. See Bid Deposit.

BID DEPOSIT - A sum of money or check, deposited with and at the request of the college to guarantee that the bidder (depositor) will, if selected, sign the contract as bid. If the bidder does not sign the contract, the deposit is forfeited in the amount of the deposit.

BID OPENING - The act of publicly opening the bid envelopes at a specified date and time.

BIDDERS LIST - A list of potential vendors including names and addresses from who bids and proposals may be solicited. Inclusion on the bidders list does not guarantee mailing of a copy of every solicitation for the commodities or services indicated. It is each bidder's responsibility to regularly contact the Buyer(s), and to check the bid board in the Purchasing Department for bid opportunities.

BLANKET ORDER - A blanket order is a Purchase Order that is established to permit repetitive small purchases from a vendor over a given period of time.

BPW - the Board of Public Works that consists of the Governor, Treasurer and State Comptroller. The BPW must approve certain Purchasing activities prior to their release by the college. Generally these are construction or construction related contracts.

CERTIFICATE OF COMPLIANCE - Vendor's written assurance that goods or services delivered fulfill requirements.

CERTIFICATE OF NON-COLLUSION - A statement signed by a bidder and submitted with bid to affirm that bid is made freely without consultation with any other bidder.

CHANGE ORDER - Purchaser's written modification or addition to a Purchase Order.

COLLUSION - A secret agreement or cooperation between two or more persons to accomplish a fraudulent, deceitful or unlawful purpose.

COMAR - Code of Maryland Regulations, Title 21, State Procurement Regulations, which refers to the regulations pertaining to procurement in accordance with the Annotated Code of Maryland State Finance and Purchasing.

COMMODITY - an item of purchase which may include office goods, materials, food, printing, building materials and other items necessary to support the normal day-to-day operations of an agency. Commodity does not include leases of real property.

COMPETITIVE BIDDING - The offer of firm bids by individuals or firms competing for a contract, privilege, or right to supply specified services or merchandise.

CONFIRMING ORDER - A Purchase Order restating same terms originally placed verbally.

CONTRACT - A signed agreement entered into for the procurement of capital improvement, materials, supplies, equipment or services. Refer to **Section 9** for signature authorizations.

CONTRACTOR - Someone that sells a service or a service with goods. A contractor has a relationship defined by a contract.

CONTRACT AFFIDAVIT - A signed statement to affirm that the signatory is authorized to sign for the firm being represented and that the firm is authorized to perform the scope of the contract.

EMERGENCY - An emergency situation is one that, if not resolved immediately, would threaten the well-being and safety of the community or cause an instructional function to stop operating completely.

ENCUMBRANCE - Obligations in the form of a Purchase Order or contract, which are chargeable to an appropriation reserved. They cease to be encumbrances when paid or when the actual liability is set up.

END USER - Any department, or other unit in CCBC using the commodities or services.

EQUIPMENT - Commodities of durable nature that retain their identity throughout their useful life (i.e., vehicles, computers, etc.) Normally of a value of \$2,000 or greater.

EVALUATION OF BIDS - The process of examining a bid after opening to determine the bidder's responsibility, responsiveness to requirements, and other characteristics of the bid relating to the selection of the award bid.

EXPEDITE - To facilitate or hasten delivery of goods ordered by purchaser, generally according to the contract terms.

FISCAL YEAR - A period of twelve consecutive months selected as a basis for annual financial reporting, planning or budgeting (July 1 - June 30 for Baltimore County).

FORMAL BID PROCEDURE - An advertised request for the submission of bids in a sealed envelope and in conformance with a prescribed format to be opened publicly at a specified time.

FREE ON BOARD (F.O.B.) - A shipping term defining the point at which the Buyer takes legal title to the goods, who is responsible for payment of freight, and who is responsible for prosecuting claims against carriers for loss or damage to the goods in transit.

INFORMAL BID PROCEDURE - A request for written price quotations for materials, supplies, equipment or services that does not require advertising, a public opening or reading of bids.

INVITATION FOR BIDS (IFB) - A solicitation for bids based on a specification by the College. The specification may include details of the brand name, delivery schedule, and/or the qualifications of the bidder in addition to the details of the performance of the goods or service to be bought. The award is made to the lowest responsive bid by a responsible bidder.

INVOICE - Seller's itemized document stating prices and quantities of materials and /or services delivered, and sent to Buyer for payment.

LEASE PURCHASE AGREEMENT - An acquisition contract in which the lease's periodic payments or parts thereof are applied both to fulfill the lease obligation and as installments for equity and eventual ownership of the commodity upon completion of the agreement.

MAINTENANCE - the recurrent, periodic or scheduled work necessary to repair, prevent damage or sustain existing components of a facility, structure or building (including built-in equipment). Maintenance, includes, but is not limited to routine and emergency repair work, replacements, roof work, site upkeep and utilities. Maintenance does not include repairs to office equipment, i.e. typewriters, copiers, etc. See definition of service agreement.

Maryland Contract Weekly - a publication of the State of Maryland Division of State Documents which lists procurement opportunities available to businesses by the State agencies.

MATERIALS - See Commodity.

MINORITY BUSINESS ENTERPRISE (MBE) - Any legal entity, other than a joint venture, organized to engage in commercial transactions, which is at least 51 percent owned and controlled by one or more minority persons (African Americans, Hispanics, American Indians, Asians, women, and the physically or mentally disabled), or a nonprofit entity organized to promote the interests of the physically or mentally disabled.

NO BID - A response to an invitation for bids stating that respondent does not wish to submit a bid at this time but wishes to remain on the bidders list.

OFFEROR - Someone that is acting or competing to get a Purchase Order or Contract by submitting a response to a Request for Proposal.

ORGANIZATION MANAGER - Person responsible for authorizing and approving purchases within a department (formerly known as Cost Center Manager, Budget Unit Head, etc.)

PAYMENT BOND - A bond furnished by a surety company that provides security that subcontractors and vendors will be paid.

PERFORMANCE BOND - A bond furnished by a surety company that provides security that all work will be performed.

PRE-BID/PRE-PROPOSAL CONFERENCE - Meeting held with prospective bidders prior to solicitation of bids or proposals, to recognize state of the art limits, technical aspects, specifications and standards relative to the subject and expertise and bidders interest in pursuing the task.

PRE-QUALIFICATION OF BIDDERS - The screening of potential vendors authorized by Section 16-311(d) of the *Education Article, Annotated Code of Maryland*, as amended, in order to develop a list of qualified vendors for a particular purchase. Factors that may be considered include financial capability, capacity to perform, reputations, management, etc.; in order to develop a list of vendors qualified to bid on CCBC contracts.

PROCUREMENT - Purchasing, renting, leasing, or others acquiring any commodities, services, or construction; includes all functions that pertain to the acquisition, including description of requirements, selection and solicitation of sources, preparation and award of contract, and all phases of contract administration. The combined functions of purchasing, inventory control, traffic and transportation, receiving, receiving inspection, and salvage and disposal operations.

PURCHASING CARD - College authorized **VISA** credit card to be used for small dollar purchases (single transaction not to exceed \$1,000).

PURCHASING OFFICER - the person authorized by the CCBC Chancellor acting within the limits of his/her authority and in accordance with Title 16 of the *Education Article, Annotated Code of Maryland* to sign Purchase Orders and administer contracts, and make written determinations and findings with respect to them.

PURCHASE ORDER - The CCBC Purchase Order is the primary contract by which CCBC enters into agreements for the procurement of capital improvement, commodities, equipment or services. The document shows all terms and conditions of the purchase.

QUOTATIONS - See Informal Bid Process.

REQUEST FOR PROPOSAL (RFP) - A solicitation for proposals based on a scope of services defined by the College. The scope of services must include the scope of the contract and the results to be achieved or the services to be provided. The award is based on the results of an evaluation that includes the technical as well as cost aspects of the contract to be awarded.

REQUISITION FORM (RO) - the form used to request materials, supplies, equipment or services necessary to conduct departmental business. It is the standard form that allows commodities, supplies and services to be obtained from sources outside CCBC.

SERVICES - the rendering of a person's time, effort or work rather than the furnishing of a specific physical product other than reports incidental to the required performance of the service. Services include, but are not limited to, the professional, personal or contractual services provided by attorneys, accountants, consultants, and temporary office services. Service also includes the provision of expertise and/or labor, e.g. property management, janitorial services, security services, waste disposal, pest control, elevator operations or environmental control.

SINGLE SOURCE PURCHASING - obtaining supplies, equipment, services, maintenance or construction where more than one vendor is available but only one source is considered acceptable. Sufficient justification must be submitted to support this request.

SMALL PROCUREMENT - Orders for materials, supplies, equipment or services not to exceed \$25,000.

SOLE SOURCE PURCHASING - purchase of supplies, equipment, services, maintenance or construction when competitive bidding and competitive negotiation cannot be used in awarding the contract because there is only one known available source for the subject of the contract. This situation usually exists when patents, copyrights, etc. are involved.

STANDING ORDER - A standing order is a Purchase Order which is established when a department knows what is to be ordered, the approximate quantity; and in some instances, a scheduled interval for deliveries.

SUPPLIES - See Commodity.

SUPPLIER - Someone that sells goods to the College. A supplier has a relationship based on a Purchase Order placed by the College for specific goods and deliveries.

TABULATION OF BIDS - The recording of bids and bidding data that was submitted in response to a specific invitation for the purpose of comparison, analysis, and record keeping.

UNAUTHORIZED PURCHASES - Purchases made by the using agency without the prior approval of the Buyer. A justification detailing the nature of the purchase must accompany the Requisition Form.

USING AGENCY - See End User.

VENDOR - Someone that sells either services or goods. Vendors are distinguished from other sellers in that they do not have a specific relationship with the College.

VENDOR PERFORMANCE - the extent to which a vendor has met their obligations to CCBC. Vendor performance may be related but not restricted to the following areas:

- Timeliness of deliveries, back order record and policy.
- Substitution or exchange policy.
- History of competitive, stable pricing commensurate with prevailing market conditions.
- Shipping reliability and adequate response to emergency requests.
- Prior notification of price changes.
- Continued service such as but not limited to periodic sales calls, updating of literature or catalogs, etc.



**THE COMMUNITY COLLEGE
OF BALTIMORE COUNTY
Purchasing Card Program**

Policies and Procedures

USER'S GUIDE

18. CCBC Purchasing Card PROGRAM USER'S GUIDE

PREFACE

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CCBC Purchasing Card PROGRAM USER'S GUIDE

PREFACE

As a part of CCBC's effort to re-engineer current business processes, the Purchasing Department has taken a look at streamlining the process of small order purchases at CCBC (orders less than \$2,500). The goal of this re-engineering effort is to give departments more flexibility in making small purchases and to significantly reduce the paperwork and processing time for such purchases.

The Baltimore County Government recently implemented a Purchasing Card Program that is available to all County agencies. After carefully reviewing the County's program, CCBC has determined that it is in the best interest of CCBC to implement and follow the County program that will help us to achieve our re-engineering goals. This CCBC Purchasing Card Program User's Guide is modeled after the Baltimore County program and sets forth policies and procedures for the program, which are consistent with those implemented by the County.

Where the **VISA** Purchasing Card may not be accepted or appropriate, the Requisition Form is recommended as the best alternative means for accomplishing small purchases. Using the **VISA** Purchasing Card and the following policies and procedures set forth in this **User's Guide**, departments will be able to obtain many goods and services easier and faster.

CCBC Purchasing Card PROGRAM USER'S GUIDE

18.1 Policy and Objective

- 18.1.1** The objective of using the Purchasing Card is to provide a convenient and less burdensome method of procuring and paying for low dollar value goods and services. In order to achieve the full benefit of using Purchasing Cards, their use for all dollar value purchases is encouraged. It is government policy to use Purchasing Cards where it is efficient, economical, and operationally feasible to do so.
- 18.1.2** Designated CCBC employees shall be authorized to use a Purchasing Card when making small purchases of \$2,500 or less.
- 18.1.3** Approving Officials should be aware of the responsibilities outlined below as they are required to review the validity of Purchasing Card charges on Purchasing Card statements sent to them.
- 18.1.4** By paying the Purchasing Card statement electronically one payment is made monthly for the entire college. Payments are made on time, eliminating late payment.

18.2 Definitions

- 18.2.1 Organization Manager** - serves as liaison between cardholders and the Purchasing Card Plan Administrator (PCPA). The organization manager forwards new account information, changes, etc. to the PCPA.
- 18.2.2 Approving Official** - The Approving Official may be the organization manager or designee. With the exception of agency heads, a cardholder cannot be his/her own approving official. The Approving Official is responsible for reviewing the cardholder's monthly statement of account to ensure purchases are made in accordance with the Baltimore County Code and all other applicable procurement regulations. The Approving Official is responsible for ensuring that cardholders reporting to them return the Purchasing Card to the Purchasing Card Plan Administrator upon transfer from the department or termination of employment. The Approving Official shall enforce the provisions of this procedure and initiate administrative and disciplinary procedures for any misuse of the card in accordance with this procedure.
- 18.2.3 Cardholder** - The cardholder is the employee to whom a card is issued. The card bears the employee's name and may only be used by the named employee to make authorized purchases for CCBC. (Temporaries and contractuales are not eligible for Purchasing Card issuance.)
- 18.2.4 Delegation of Authority** - is a delegation issued by the organization manager specifying the authority being delegated and any limitations on that authority.

18.2.5 Monthly Cardholder Limit - A monthly budgetary dollar limit established for cardholders by their organization manager. Monthly limits may vary among cardholders.

18.2.6 The Provider - is U.S. Bank who maintains the CCBC Purchasing Card accounts, issues cards to cardholders, sends monthly statements to cardholders and organization managers, and provides various reports to cardholders and the Purchasing Card Plan Administrator.

18.2.7 Purchasing Card Plan Administrator (PCPA) - is the Director of Purchasing who serves as the primary contact for CCBC and U.S. Bank.

18.2.8 Deputy Purchasing Card Program Administrator (DPCPA)- is an employee of the Purchasing Department who serves as primary contact for cardholders and liaison between cardholders and PCPA. Is focal point for coordination of applications, issuance and destruction of cards, establishment of reports, and administrative training. Also coordinates, processes, and monitors all disputed purchases, credits, or billing errors not resolved by cardholders.

18.2.9 Single Purchase Limit - is a dollar amount limitation of procurement authority delegated to a cardholder. CCBC's single purchase limit is \$1,000.

18.2.10 Statement of Account - is a monthly listing of all payments authorized for purchases and credits made by the cardholder and billed by the provider.

18.2.11 Unauthorized Use - For the purposes of the Purchasing Card, unauthorized use is defined as the use of a Purchasing Card by any person other than the cardholder.

18.3 Application for Purchasing Card Account

18.3.1 Application for a card is made through the Deputy Purchasing Card Plan Administrator (PCPA), who is an employee of the Purchasing Department. Card applicants will be scheduled for training after which applicants will complete the application forms (received during training) and forward them to the Purchasing Department. The DPCPA will, before processing the request, be responsible for authenticating the signature of the Approving Official on the Purchasing Card application. The card will be mailed to the cardholder within five working days after the application is received.

18.3.2 Upon receipt of the card, the cardholder must call the U.S. Bank's 800-telephone number to activate the card. The cardholder must know his/her single purchase limit and monthly limit to activate the card.

18.4 Training

In order to receive a Purchasing Card, both the individual cardholder and the immediate supervisor (person responsible for verification of the reconciliation) must attend a training session. If a supervisor has attended one training session and later, additional employees reporting to the same supervisor request cards, it is not necessary for the supervisor to attend the additional training sessions.

18.5 Standards of Conduct

CCBC employees hold a public trust; their conduct must meet the highest ethical standards. All CCBC employees shall use the Purchasing Card to purchase items of supply and services only as allowed by this program. Cardholders and Approving Officials acknowledge that making false statements on Purchasing Card records may be grounds for discipline. The College may discipline by suspension, termination of employment, and criminal prosecution.

18.6 Dollar Limits

18.6.1 A purchase is one or several items bought from one vendor at one time and on one receipt.

18.6.2 Use of the card is subject to a purchase limit (or a single, per item purchase limit) of \$1,000 and a monthly aggregate limit to be set by the cardholder's organization manager not to exceed \$2,500. The monthly aggregate may be modified as circumstances necessitate through application with the PCPA.

18.6.3 These limits are coded in the magnetic strip of each card and will be identified each time a purchase is attempted. Authorization for a purchase will be approved only if the purchase falls within the dollar limits coded on the cardholders file.

18.6.4 Manual authorizations - If a transaction is not approved, the cardholder should call US Bank Customer Service while still at the supplier to determine the nature of the decline. If it is due to a blocked code, a charge exceeding the single-purchase limit or monthly credit limit, the cardholder should contact the Purchasing Card Plan Administrator. Upon receiving the PCPA's verbal or written approval, U.S. Bank will authorize the transaction. Also, if a reason for a decline cannot be determined and a purchase appears to be appropriate, U.S. Bank may authorize a charge if it is within a certain dollar range. The cardholder may then have the supplier reprocess the transaction.

18.7 Card Uniqueness

The unique CCBC Purchasing Card that the cardholder receives has his/her name embossed on it, and may be used only by that cardholder. No other person is authorized to use the card.

18.7.1 Tax exemption number

CCBC is tax exempt from paying sales tax in the State of Maryland. The exemption number is printed on the front of the card. If items are ordered from out-of-state sources to be shipped to CCBC, a sales tax generally does not apply. All cardholders are encouraged to use the card only with in state vendors. However, recognizing that the need to use the card may arise when a cardholder is out-of-state, cardholders should be aware that sales taxes might apply. If required, a copy of CCBC's tax-exempt certificate (Appendix B) may be provided to the vendor.

18.8 Restrictions

The Purchasing Card may **not** be used for the following:

- **Purchases of ANY kind using GRANT funds**
- To obtain cash advances (not permitted under any circumstances)
- Rental or lease of land, buildings, or vehicles
- Purchase of telecommunications (telephone) services
- Items for personal use
- Travel and travel related expenses
- Meal allowance
- Gasoline and diesel fuel
- Purchases of services with non-incorporated businesses. (Incorporated businesses are those businesses identified as Incorporated or Inc., Corporation or Corp., or a PC [Professional Corporation]).
- Medical/health care services are restricted, regardless as to whether or not they are incorporated.
- Professional/Consulting services
- Temporary Personnel Service Agencies
- Desktop and laptop computers, printers, scanners, modems, external disk drives, CD and DVD drives and writers, wireless networking equipment, network drops, network hubs, and any other computer related equipment.

Cardholders are not authorized to sign any vendor contracts or agreements when using the card unless approved in advance by the Purchasing Department.

A cardholder who makes unauthorized purchases with the card shall be liable to CCBC for the total dollar amount of unauthorized purchases, regardless of whether the college has already paid for the purchase. The consequences of failure to comply with Purchasing Card guidelines may result in revocation of the card and other disciplinary measures.

18.8.1 Merchant Category Codes

Each vendor is assigned a Merchant Category Code (MCC). This code includes various merchant categories or a group of Standard Industry Codes (SIC),

depending on the type of goods or services provided by the vendor. The seven primary merchant categories are:

- transportation
- utilities
- retail
- auto and vehicles
- clothing stores
- miscellaneous
- business/repair services

The MCCs are designed to offer every combination possible for the above listed categories, plus several unique SIC code groups. MCCs can be coded to individual Purchasing Cards that preclude purchases from designated types of merchants (liquor stores, etc.) The restriction is imposed at point of sale if the merchant requests authorization for the transaction.

There is a MCC restriction built into the program that specifically restricts certain types of purchases. This restriction will be automatically invoked during the purchase authorization process. Purchases for these groups and/or items are not permitted under the Purchasing Card Program. If a department wishes to place additional restrictions on the use of individual cards by MCC, the department may work with the DPCPA to do so.

Specific Restrictions apply to the following MCC:

- Service Providers - MCC 6010 through 7033 - total group restriction (financial institutions, securities brokers, timeshares, etc.)
- Personal Service Providers - MCC 7210 through 7299 - total group restriction
- Amusement and Entertainment - MCC 7829 through 7999 - total group restriction (motion picture theaters, bowling alleys, betting, golf, recreation services, etc.)
- Contracted Services - 1099 vendors (unincorporated service providers)

Miscellaneous restrictions as follows:

- Drinking places - MCC 5813 - (alcoholic beverages)
- Fast Food Restaurants - MCC 5814
- Package Stores - MCC 5921 - (beer, wine & liquor)
- Printing

It is difficult to code the Purchasing Card so finitely that it precludes specific items. Therefore, although some vendors may accept the card for certain purchases (i.e. office supplies are acceptable; however, that store may also carry computers, furniture, etc.), purchasing of the following items are specifically prohibited:

- appliances (refrigerators, coffee makers, stoves, etc.)
- food of any kind
- furniture
- guns and ammunition
- tobacco and drugs

18.9 Card Use and Documentation Procedures

18.9.1 The cardholder must ensure that funds are available to pay for items being purchased, particularly at fiscal year end. Departments may need to restrict or eliminate Purchasing Card purchases one or two months prior to fiscal year end.

18.9.2 Documentation

Any time a purchase is made using the card, whether it is done over the counter or by telephone, a document shall be retained by the cardholder as proof of purchase. **Documentation is required for all purchases and credits**. These documents will later be used in audits to verify the purchases shown on the cardholder's monthly statement. If for some reason there is missing documentation, he/she must attach an explanation to the statement that includes a description of the item, date of purchase, vendor's name and why there is no supporting documentation. A pattern of missing documentation may result in the loss of Purchasing Card privileges.

Acceptable documentation will consist of one or more of the following:

- itemized sales slip
- itemized packing slip
- itemized cash register receipt
- itemized repair order
- seminar registration form
- membership/dues renewal form

18.9.3 Activity Log

An Activity Log shall be used to document Purchasing Card orders. The documentation shall be held until the monthly billing statement is received and then attached to the statement when it is submitted to the organization manager. Activity logs, with proof of purchase attached (sales receipts, packing slip, invoice, etc.), shall be retained by the Agency for three years for internal audit purposes. Items returned for credit are to be recorded in the activity log with the purchases.

18.9.4 Telephone Orders

ONLY the cardholder is authorized to place a telephone order. When purchasing items by phone:

- the cardholder shall inform the merchant that the purchase is for CCBC and is tax exempt. The tax-exempt number is printed on the card.
- the order should not be placed without the assurance that the items purchased will be delivered in a single delivery by the merchant within the 30 day billing cycle.
- record the name of the person taking the order.
- request that a receipt and/or packing slip be sent with the purchase for reconciliation purposes.
- inform the vendor that no invoice should be mailed directly to CCBC.

18.9.5 In Person Orders

All items purchased over the counter must be immediately available. No back-ordering is allowed. The cardholder shall obtain the customer copy of the charge slip, which will become the accountable document - cardholder shall personally destroy all carbons. Follow the same ordering steps as listed above.

18.9.6 Shipping

It is strongly recommended that goods ordered be shipped directly to your campus address via UPS, Federal Express or other suitable companies unless the package contains hazardous materials or require special handling. Give complete shipping information, instructing the vendor to include the following details on the shipping document or packing slip:

- Cardholder name
- Campus name, address
- Cardholder telephone number
- The term **VISA** Card (NOT the card number - for security reasons) must be clearly marked on the outside of the package

18.9.7 Returns, Damaged Goods, Credits

If items purchased with the card are found to be defective, the cardholder has the responsibility to obtain replacement or correction of the items as soon as possible. The cardholder should work directly with the vendor noting the following:

- Always retain boxes, containers, special packaging, etc., until you are certain you are going to keep the goods. Some items, such as software or fragile pieces, cannot be returned without the original packaging materials.
- Read all enclosed instructions carefully. Often a telephone number and other instructions are included on the packing slip and/or receipt.

- Many vendors require you to obtain a “Return Authorization Number” before they will accept a return. If you neglect to get this number when it is required, the package may be refused and/or no credit issued to your account.
- In some cases there may be a restocking fee (usually a percentage of the purchase price). If the vendor is completely responsible for the error or problem, you should not have to pay this or any other fee; however, if they are not fully responsible, you may have to pay it. You may use the Purchasing Card to pay this fee as long as it does not exceed any of the limits.
- Make certain, when reviewing your monthly statement, which credit was issued for the returned item(s).
- If the vendor refuses to replace or correct the faulty item, then the purchase of the item will be considered in dispute.

18.10 Disputed Transactions

Disputed transactions fall into two broad categories - those resulting from a vendor’s refusal to take back a defective or miss shipped item and those related to discrepancies between the cardholder's records and the monthly statement. Disputes can be covered by the following items that are listed on the Cardholder Statement of Disputed Item Form:

- Alteration of amount from that shown on the sales draft.
- An unauthorized mail, telephone or fax order.
- Dispute for cause with all or part of an order.
- Credit not received (possibly the most common cause for dispute).
- Multiple billings for a single transaction.
- Merchandise not received (order still valid).
- Merchandise not received (order has be canceled).
- Merchandise returned, but account was still billed.
- Unrecognized charge or transaction (not recorded on the Activity Log).

18.10.1 Dispute with Vendor

If you have a problem involving a dispute with a vendor (such as defective items or you are claiming that an item was not ordered and the vendor claiming that it was), every effort should be made to resolve the problem directly with the vendor. If you are unable to obtain satisfaction from the vendor, complete the Statement of Disputed Item Form and forward it to the DPCPA with a copy of the statement. Be sure to describe the problem and the attempts made to resolve the problem. The DPCPA will review the form and submit it to U.S. Bank.

18.10.2 Dispute of Statement Item

If cardholder receives a statement that lists a transaction for merchandise that has not been received, or a transaction that includes an unauthorized charge, the cardholder (or the Approving Official) must notify U.S. Bank (800-344-5696) and complete the Purchasing Cardholder Dispute form. U.S. Bank will credit the transaction until the dispute is resolved. In addition, a copy of the form must be attached to the cardholder's monthly statement and sent to the Purchasing Department. Any communication regarding a dispute or error must be received by U.S. Bank within 60 days of the date of the statement on which the disputed or incorrect charge first appeared. Any transaction not disputed within the 60-day period is deemed valid, authorized and undisputed by U.S. Bank. All documented charge back requests will be resolved by U.S. Bank within 90 days of the date of receipt of the request.

18.11 Monthly Card Reconciliation

18.11.1 Monthly Statement/Invoice

A monthly statement will be mailed directly to each cardholder when charges are incurred. This statement **MUST** be used in the reconciliation process. Cardholders will not receive an invoice for payment authorization. If a cardholder does receive an invoice, the vendor should be contacted and instructed not to mail invoices. Accounts Payable will make one payment based on a single invoice from U.S. Bank.

18.11.2 Reconciliation

At the end of each monthly billing cycle the cardholder shall reconcile the information on the statement with the activity log. If there are no charges in a given billing cycle, the cardholder will not receive a statement. The cardholder must then sign the statement and activity log and forward both to the organization manager or designee. It is important that the cardholder check each purchase on the statement to verify the accuracy. Generally, the transaction dates and amounts on the statement match the order dates and amounts recorded on the activity log/Purchasing Card receipts. If the item has been returned and the credit voucher received, the cardholder will verify that the credit is reflected on the statement. Items ordered or returned for credit toward the end of the billing cycle, however, may be included on the next monthly statement. If purchased items and credits are not on the next monthly statement, the transaction documentation will be retained by the cardholder until the purchase or credit appears on the statement. **ACTIVITY LOG SHOULD BE POSTED FOR FOLLOW UP TO ENSURE CREDITS ARE RECEIVED.** Cardholder is responsible for being able to demonstrate accuracy of card activities to the organization manager and auditors. The organization manager is responsible for reviewing and signing the cardholder's monthly statement. Receipts and reconciled statements are to be retained for three years after fiscal year end either in the cardholder's department or in department archives, which can be readily accessed. These should be kept on a monthly basis in the log envelope consisting of the following:

- packing slips/receipts

- cardholder statement
- copy of journal voucher for debit/credit

18.11.3 Cardholder Absence

The cardholder must sign the monthly statement and activity log and forward both to the organization manager within five working days of receipt. If the cardholder cannot review the statement at the time that it is received, the organization manager is responsible for reviewing and certifying the cardholder's statement. The organization manager will meet with the cardholder upon his/her return to go over the cardholder's statement.

18.11.4 Missing Documentation

If for some reason the cardholder does not have documentation of a transaction to support the statement, he/she must attach an explanation that includes a description of the item, date of purchase, merchant's name and why there is no supporting documentation.

18.11.5 Audits

Periodic audits of each cardholder's records will be performed by members of either or both the Finance Office and the Purchasing Department. Additional audits may be conducted by any or all of the entities that currently perform such functions on behalf of CCBC. The purpose of these audits is to ensure compliance with all of the guidelines, policies, and procedures governing this program.

18.12 Lost/Stolen Cards

U.S. Bank shall be contacted by the cardholder to report a lost or stolen card.

18.12.1 Telephone Notification

If the card is lost or stolen, it is important that the cardholder immediately notify U.S. Bank at 1-800-344-5696. That telephone number is accessible 24 hours a day.

18.12.2 Written Notification

The cardholder must also notify the organization manager of the lost or stolen card within two workdays after discovering the card missing. The organization manager shall submit a written report to the Purchasing Department within two working days. The report shall include:

- the card number
- the cardholder's complete name
- the date and location of the loss
- if stolen, date reported to the police
- date and time the provider was notified

- any purchase(s) made on the day the card was lost/stolen
- any other pertinent information

18.12.3 Card replacement

A new card will be mailed within two business days of the reported loss or theft. A card that is subsequently found by the cardholder after being reported lost or stolen should be cut in half and returned to the DPCPA. The DPCPA shall notify U.S. Bank that the card as been destroyed.

18.13 Card Security

The following procedures must be followed in order to ensure the security of the Purchasing Card:

- The cardholder must sign the Purchasing Card
- The Purchasing Card shall be used only by the person whose name appears on the card
- When not in use, the Purchasing Card shall be kept in a secure location with controlled access
- In the case of loss, unauthorized use or theft of the card, the cardholder shall immediately notify U.S. Bank and the DPCPA.
- The cardholder shall inform the DPCPA of changes in his/her business address or telephone number
- The cardholder shall return the Purchasing Card upon request from the DPCPA
- The cardholder shall return the Purchasing Card to the DPCPA upon transfer from the department or termination of employment
- The cardholder shall not attempt to use the Purchasing Card beyond its expiration date
- Suppliers should be discouraged from writing the Purchasing Card number on packing slips since the number is then visible to anyone handling the goods.
- The Purchasing Card number should not be written down and made accessible to others.

18.14 Budget Distribution

The accounting code is a field used to capture individual accounting information for electronic billing. Each card number is linked to one accounting code that is used to electronically route charges to the general ledger. Each card will have a fund, agency, and organization as a minimum assigned to it for an accounting code. If applicable, a sub-organization, activity, reporting category or balance sheet account may be used in addition to the fund, agency, and organization; however, use of the card would be restricted to that level or detail, i.e. only the specified sub-organization, activity, reporting category, or balance sheet account.

18.15 Key Contacts - Who To Call

The following resources are available to provide assistance with answering questions or help solving any problems that arise with your Purchasing Card.

Call U.S. Bank at 1-800-344-5696:

- To cancel or report a lost/stolen Purchasing Card
- Emergency situations
- Account inquiries - last 5 transactions and monthly balance
- Billing information
- If you do not receive your monthly billing statement

Call the Deputy Purchasing Card Plan Administrator, Joanne Mullaney, at 410-285-2011:

- To apply for a Purchasing Card
- For questions about procedures and policies
- To replace damaged Purchasing Cards
- For assistance with suppliers
- To schedule Purchasing Card training
- To make any changes (card limit, address, telephone, etc.)

DELEGATION OF AUTHORITY FOR PURCHASING CARD PURCHASES

_____ is hereby delegated authority to purchase supplies and pay for such purchases on behalf of The Community College of Baltimore County (CCBC) using the CCBC Purchasing Card provided the amount of any single purchase does not exceed \$1,000.

Supplies or services may be purchased consistent with your organizational responsibilities and purchase limits established by the organization manager designated to review your purchases to satisfy legitimate requirements.

All purchases must be made in accordance with applicable laws and regulations including, but not limited to CCBC Purchasing Card Policy. Anyone found violating the above policy will be subject to disciplinary action up to and including termination of employment. Criminal prosecution may also take place.

This delegation shall automatically terminate upon transfer within or separation from CCBC.

Supervisor's Name

Title

Supervisor's Signature

Date

STATEMENT OF COMPLIANCE WITH ABOVE

I certify that I shall purchase supplies or services in accordance with applicable CCBC Purchasing Card procedures, and that I have attended CCBC Purchasing Card training.

Print Name

Signature

Date

The Community College 7200 Sollers Point Road Telephone:410-282-6700
Of Baltimore County Baltimore, Maryland 21222-4694

MARYLAND SALES AND USE TAX EXEMPTION CERTIFICATE

The undersigned hereby certified that the tangible personal property and/or service purchased is to be used in the operation of The Community College of Baltimore County: Catonsville Campus, Dundalk Campus and the Essex Campus.

**State of Maryland Comptroller of the Treasury
Sales and Use Tax Exemption Certificate**

Account Number
30001110

Expiration Date
Governmental
No Expiration Date

Name

BALTIMORE COUNTY GOVERNMENT
THE COMMUNITY COLLEGE OF BALTIMORE
COUNTY
7200 SOLLERS POINT ROAD
BALTIMORE, MD 21222

If you have any questions regarding the use of this certificate, please contact the Taxpayer Service Section at (410) 767-1300 or by letter to 301 W. Preston Street, Room 404, Baltimore, MD 21201-2383.

Mary Jo McCabe, CPPB
Director of Purchasing
410-285-2010

APPENDIX C

Month\Billing Cycle:

**CCBC Purchasing Card PROGRAM
CARDHOLDER TRANSACTION AND RECONCILIATION LOG**

Dept. Name: _____ Cardholder Name:

| Order Date | Authorization For Purchase* (approval) | Vendor/Contact Name/Phone No. | Person, Fax, Phone Mail | Item(s) Quantity/Description | Total Cost or Refund | Date Received | Receiving Signature | Reconciled to Statement |
|------------|--|-------------------------------|-------------------------|------------------------------|----------------------|---------------|---------------------|-------------------------|
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NOTE: All purchases and credits must be recorded on this Transaction Log. By initialing and dating this log, the Cardholder and Supervisor certify that the purchases shown match the corresponding VISA statement and comply with the current CCBC Purchasing Card regulations, policies and procedures. Original receipts to document each transaction are attached/included. *Other than cardholder (e.g., faculty member, Dean, Director, Department Head or Supervisor).

Signature: _____
Cardholder

Date _____

Signature: _____ Date
Review/Approval - Supervisor (or next higher)

APPENDIX D – Purchasing Cardholder Dispute Form

CARDHOLDER INFORMATION

Name _____ Address _____

City/State _____ Work Phone _____

Home Phone _____ Account No. _____

Signature _____ Date _____

DISPUTE

Credit Not Posted (Attach Credit Slip)

Duplicate Posting

Erroneous Amount (Attach Sales Receipt)

Other _____

MERCHANT NAME/DESCRIPTION

DOLLAR AMOUNT

SEND DISPUTE TO:

U.S. Bank Visa Purchasing Card
ATTN: Purchasing Card Disputes
P.O. Box 6343
Fargo, ND 58125-6343

Customer Service:
Toll Free: 800-344-5696
Fax: 701-461-3464

