Procedure 202-01 College Purchasing

Sponsor: Business and Administrative Services

GENERAL OVERVIEW

Purpose

Purchasing procedures are designed to assist faculty and staff through the procurement process from the point at which the user identifies a need for goods or services to final payment for those goods and services. It is recognized that every situation is unique and cannot be covered in these procedures, therefore, if special circumstances exist, contact the Purchasing Department.

The Purchasing Department is responsible for procuring all supplies, equipment, material and services necessary for the operation of Coconino Community College District, referred throughout this procedure as "the District."

As a political subdivision, the District operates under procurement rules enacted by the District Governing Board.

Procurement procedures comply with relevant federal and state laws, rules, regulations, and best practices and substantially follow the Arizona State Procurement Code. Where applicable, thresholds align with Uniform Guidance 2 C.F.R Part 200.320.

The goal of the Purchasing Department is to support the educational programs of the District by obtaining maximum value from the expenditure of District funds through the acquisition of products and services. The Purchasing Department will promote maximum credibility, efficiency, and equity in services provided and in the relations with requisitioning units and vendors.

Definitions

Hazardous Material: A chemical or substance that is classified as a physical hazard material or a health hazard material, whether the chemical or substance is in usable or waste condition. As drafted in the procedure, "hazardous material" is defined as waste products.

Specification: A concise statement of a set of requirements to be satisfied by a product, material or process that indicates whenever appropriate the procedures to determine whether the requirements are satisfied.

Procedure

Purchasing Process

The purpose of the purchasing process is to identify the goods and services required for District operation, as well as to select and procure them as economically as possible within acceptable standards of quality.

It is neither the role nor responsibility of the Purchasing Department to determine the purpose or intent of requisitions for procurement of goods and services. That function is delegated to the Directors, Executive Directors, Administrators, Managers, Deans, Vice Presidents, President or other authorized budget managers. The Purchasing Department is responsible for expediting the procurement process through qualified sources that provide the best pricing consistent with quality, delivery, and service.

Quality Standards

The responsibility to determine specifications for utility and quality rests with the department responsible for the performance or use of the materials.

The quality of a product is determined by balancing two major factors: the technical consideration suitability and the economic considerations of price and availability.

The responsibility to question, and to require justifications for that assessment, rests with the Purchasing Department.

Vendor Selection

Requisitioning departments are encouraged to submit names, addresses, phone numbers, and points of contacts of known vendors or suppliers as possible sources of products and services. However, authority for the final selection of vendors is the responsibility of the Purchasing Department.

Vendor Repository

The Purchasing Department will maintain resources serving as a vendor repository for materials and services purchased. However, this repository shall not be printed, copied, duplicated, or forwarded in any way, shape, or manner. Nor shall the information contained within be distributed to anyone outside the auspices of the District.

Prospective vendors may request to be added to the repository by submitting an email to purchasing@coconino.edu or a letter addressed to Coconino Community College, Attn: Purchasing Dept. Such requests should include name, address, phone number, list of products or services, and any additional information pertinent for evaluation of a prospective vendor.

A vendor may be removed from the bid list(s). Such removal can be based only upon incompetence and/or inability of the vendor to serve the District as a responsible and responsive supplier.

Product, Equipment and Extended Warranties

It is the responsibility of the requisitioning departments to ensure that any warranty requirements that are included with products or equipment, received by those departments, are filled out completely and sent back/submitted to the manufacturer or processing center in a timely manner.

The Purchasing Department will provide assistance to the requisitioning department with any warranty claims. The requisitioning department shall provide the Purchasing Department with as much information as needed to help facilitate the warranty process, including:

1. Requisition or purchase order number

2. Date of product or equipment received
3. Any applicable warranty information
4. Identifying problems with product or equipment

Extended Warranties

For an additional charge, many manufacturers include the option of extended warranties on their products or equipment. It will be the determination of the requisitioning department whether to accept this option. This may be done at the original time of purchase, included as an additional line item, or done later as a separate purchase.

Sales Taxes

In-State and City Sales Taxes

The District is responsible for the payment of all applicable sales or use taxes, as required within the State of Arizona. Therefore, taxes must be added to the purchase order.

Sales Use Tax (Out-of-State Purchases)

The District is responsible for payment to the State Department of Revenue for any qualifying purchases from vendors or suppliers outside of Arizona. This expenditure is identified and processed at the time of payment and facilitated by the Accounts Payable. This tax does not apply if the vendor or supplier includes a sales tax at the time of invoice. In any case, the requisitioning department should be aware of this tax and budget accordingly.

Hazardous Materials

In accordance with provisions mandated by the City Fire Marshall, it is imperative that any hazardous material procured, used, stored, or disposed of by the District be clearly identified, and that a Safety Data Sheet (SDS) for each item be readily available in the event of an emergency.

When a user department requisitions any hazardous material, the requisition text should clearly identify to the Purchasing Department that the material is hazardous in nature and that an SDS should be requested by the vendor.

1. All chemicals delivered to the District **MUST** be accompanied by a material safety data sheet. Chemical delivered without an SDS are subject to refusal.
2. All shipments will be checked to make sure that there is an SDS on file in Facilities for any hazardous material received. A copy of the SDS will be delivered with every hazardous material item.

It is incumbent upon anyone making purchases of hazardous materials with a procurement card or petty cash to obtain an SDS on those items. A copy of the SDS must be forwarded to the Executive Director of Facilities and Security to be kept on file and one copy to accompany the material.

Additional Approvals for Specialized Items

Additional approval(s) are required for specialized items, regardless of dollar amount; such approvals may be made via providing as supportive documentation when submitting a requisition request:

1. Any procure with Terms & Conditions and/or contract needs to be reviewed by Purchasing and Auxiliary Services.

2. Printing (except business cards, letterhead and envelopes): advertising media and promotional services require prior approval from the Marketing Department.
3. Any item that will take up floor space (indoors and outdoors), uses electricity, or office furniture requires prior approval from Facilities.
4. Telephones, computer software or hardware require prior approval from ITS.
5. Photocopy equipment requires prior approval from Mail Print and Distribution Services.
6. Items procured that may affect other departments.

Insurance

Prior to the commencement of any work or services for the District, the vendor must submit to the Purchasing Department evidence of appropriate insurance coverage.

Sales Representative, Demonstrations and Sample Materials

District personnel who have direct contact with sales representatives are reminded to advise the prospective vendor that meeting, presenting, or providing product or service information to a CCC employee, in no way obligates the District to procure from that representative's company. Should a purchase decision be made, it is the responsibility of the Purchasing Department to determine, by following applicable procedures, which company will be awarded a purchase order for the product or service.

District employees wishing to see samples or have equipment demonstrated may contact the Purchasing Department for assistance.

District employees are to refrain from signing any documentation that would otherwise obligate the District to a contract with a vendor. This action is only granted to the Purchasing Department, President and Executive Vice President.

Vendors are to provide their own insurance coverage for any material left on the District grounds.

Gifts, Gratuities, and the Anti-Kickback Act of 1986

It is the policy of the Purchasing Department, as well as other related personnel of the District, to decline personal gifts or gratuities in connection with purchasing function. District staff may not accept personal gifts or gratuities from any current or potential supplier of goods or services to the District.

Donations

The Coconino Community College Foundation accepts all gifts on behalf of the District. Please refer to Foundation policies and procedures for more information.

Specifications

It is the responsibility of the requisitioning department to provide the Purchasing Department with sufficient specification criteria, clearly defining the product and/or service requirements. The specifications must be definitive enough to ensure satisfaction, and yet general enough to ensure competition amongst suppliers.

Shipment Delivery and Receiving

Shipments are ordinarily delivered to the campus receiving area and then forwarded to the requisitioning department. Under certain circumstances, it may be appropriate to deliver items directly to another campus or area, but arrangements must be made in advance with Shipping and Receiving Department personnel so that instructions may be provided. Proper documentation for the delivery must be provided to the Shipping and Receiving Department following the delivery.

All deliveries require proof of payment in the form of a Purchase Order number or procurement card reference. No deliveries for which payment has not previously been authorized will be accepted.

Incorrect/Damaged Shipments

If a requisitioning department is in receipt of a shipment that is incorrect or damaged, the department must immediately notify Shipping and Receiving. Shipping and Receiving shall then coordinate remedy through the Purchasing Department by providing the purchase order number, vendor name, product information, and problem with the shipment.

The Purchasing Department will contact, or provide assistance to, Shipping and Receiving in securing authorization for product return to the vendor or supplier. **Departments are not to return shipments to vendors or suppliers.**

If a shipment is returned to the supplier without going through Shipping and Receiving, it is likely that the vendor will not know the reason for the return and may refuse to accept the shipment, and the District may fail to receive all credits due.

There may also be a restocking charge assessed to the requisitioning department when items previously ordered in error are returned.

Duplicate Shipments

Duplicate shipments are handled in the same basic manner as Incorrect/Damaged shipments.

Shipping and Receiving must be notified immediately if a duplicate shipment is received to avoid the possibility of making a duplicate payment.

Shipping and Receiving will notify the Purchasing Department and coordinate return of the duplicate shipment back to the supplier.

Personal Shipments

Shipping and Receiving does not accept or process personal shipments. All personal packages will be refused and returned to the sender.

Procurement Records

Per, A.R.S. § 41-2550 all procurement records will be retained and disposed of in accordance with records retention guidelines and schedules approved by the Department of Library, Archives and Public Records and the State Procurement Department.

COLLEGE PROCUREMENT CARD

The following information is provided to set forth a process that provides individuals and departments the opportunity to represent the College by making purchases of products and services by means of a procurement card (Pro-Card).

The use of a procurement card is designed to reduce the number of processes, time, and costs. Procurement card holders are authorized to make purchases on their card up to their authorized limit and within their remaining budget for non-capital equipment, travel expenses, memberships, subscriptions, and items such as low-dollar, high volume consumables with the following exceptions:

1. Capital Equipment (Items costing $10,000 or more). The requisition/purchase order process is required to accurately track capital equipment.
2. Technology: Technology purchases are prohibited on procurement cards due to compatibility concerns. Information Technology Services has an exception to this rule for small technology purchases, either for their department or on behalf of a requesting department.
3. Furniture: This includes office chairs, filing cabinets, bookshelves, etc. CCC must adhere to a specific level of quality and uniform appearance. The Facilities department has an exception to this rule when approved in advance by the Director of Purchasing and Auxiliary Services.
4. Office Supplies: Each department is responsible for making fiscally conservative office supply purchases. This includes considering shipping cost, tax, discounts, brand performance, labor costs associated with procuring supplies, and seller reputation in addition to product cost when determining the best possible value for the College. Auxiliary Services has access to multiple vendors and holds business accounts that can save money on office supply purchases. Ordering departments are encouraged to work with the Auxiliary Services Clerk prior to placing supply orders.
5. Professional Services and Advertising: exceptions may be approved in advance by the Director of Purchasing and Auxiliary Services. All deliveries require proof of payment to be accepted. When ordering deliverable items on a purchasing card, the cardholder shall request the PO# to be listed as “credit card” or “purchasing card” or otherwise note the ship to information as the cardholder’s name, care of purchasing card. If no packing slip is included, delivered items will be held until complete information is provided by the cardholder. Individuals may request a procurement card by submitting a written request to the Purchasing Department through their immediate supervisor. The Director of Purchasing and Auxiliary Services, or their appointed designee shall have the final authority to approve this request. Procurement card spending limits have been defined based on position classification.

All deliveries require proof of payment to be accepted. When ordering deliverable items on a purchasing card, the cardholder shall request the PO# to be listed as “credit card” or “purchasing card” or otherwise note the ship to information as the cardholder’s name, care of purchasing card.

If no packing slip is included, delivered items will be held until complete information is provided by the cardholder. Individuals may request a procurement card by submitting a written request to the

Purchasing Department through their immediate supervisor. The Director of Purchasing and Auxiliary Services, or their appointed designee, shall have the final authority to approve this request.

Procurement card spending limits have been defined based on position classification.

	Monthly Limit	**Single Purchase Limit**
President	$ 30,000.00	$ 9,999.00
VP Dean Executive Director	$ 20,000.00	$ 9,999.00
Director Assistant to the President Executive Assistant Maintenance Supervisor Shipping and Receiving Specialist II Perkins Specialist Facilities Operations and Capital Projects Analyst Career and Technical Program Coordinator	$ 15,000.00	$ 4,999.00
Coordinator Sr Manager	$ 10,000.00	$ 2,999.00
Other	$ 5,000.00	$ 1,999.00

Temporary increases may be requested for unusual circumstances contributing to spending needs exceeding the designated limits. Examples include but are not limited to travel, equipment for special projects, and the need for expedited shipments. The Director of Purchasing and Auxiliary Services, or their appointed designee, shall have the final authority to approve this request.
Cardholders are responsible for all charges made to their card.

An electronic cardholder statement will be provided to the cardholder after the end of the month, along with a statement reconciliation date. Cardholder statements must be reconciled with receipts/invoices and the accounting information entered for each transaction, by the date required.

Cardholders are responsible for submitting detailed receipts with their reconciliation. If a receipt cannot be located, the Cardholder should make every effort to get a reprint from the vendor. Failure to provide detailed receipts may result in disallowed charges on a card, creating an employee's personal liability. An exception can be requested by the Cardholder completing the 'Missing Pro-Card Receipt Form' located under Purchasing within the Intranet by providing a detailed description of the item(s) purchased and receiving signature approval for the requested exception from the Cardholder's direct supervisor. Final

approval for allowing charges that do not have detailed receipts lies with the Director of Purchasing and Auxiliary Services.

PURCHASING AUTHORIZATION

The following information is provided to establish delegated authority for procurement negotiations and administration of procurement procedures.

The President of the College has delegated the responsibility for procurement negotiations and administration of procurement procedures to the Director of Purchasing and Auxiliary Services. The Director of Purchasing and Auxiliary Services and those persons designated by the Director of Purchasing and Auxiliary Services are authorized to commit the District's funds in the purchase of goods and services. Unauthorized purchases may be considered a personal obligation and individuals making unauthorized purchases may be personally responsible for those purchases.

REQUISITIONS AND PURCHASE ORDERS

The following information is provided to assist faculty and staff through the procurement process from identifying a need and initiating a requisition to issuance of a purchase order.

Definitions

Amendment/Change Order: A written modification to a contract or purchase order or other agreements.

Blanket Order: A contract under which a vendor agrees to provide goods or services on a purchase-on demand basis. The contract generally establishes prices, terms, conditions, and the period covered (no quantities are specified); shipments are to be made as required by the purchaser.

Vendor: Someone who sells something; a "seller."

Procedure

Purchase Requisitions

The initial tool of the procurement process is the purchase requisition. It provides a clear and complete description of the requisitioning department's needs and transmits authority to the Purchasing Department to expend the requisitioning department's funds.

The purchase requisition by itself, however, is not a legal document and cannot be used to authorize a vendor to provide materials or services to any person or department with the District. Nor can it be used to process payment of an unauthorized transaction. Unauthorized purchases may be considered a personal obligation and individuals making unauthorized purchases may be personally responsible for those purchases.

A requisitioning department's needs are submitted through a purchase requisition. The estimated cost on completed requisitions will be checked against budget capacity. If budget capacity is available, the requisition may be approved. Funds will be encumbered until the invoice is paid or the purchase order is canceled.

Departments/areas can review their budgets online. The on-line budget will show the adjusted budget, year-to-date expenditures, encumbrances, and available budget. It is the responsibility of each requisitioning unit to monitor their budgets.

Each department/area is assigned an org number and has access to acceptable account codes. All requisitions must include the complete coding string to be charged.

Purchase Orders

A purchase order (PO) is prepared from a requisition and copies are sent to the vendor and appropriate departments. The Purchasing Department is the only office authorized to assign a purchase order number.

Blanket Orders

Blanket orders are issued for a specified time period at an estimated total dollar amount to encumber funds, and/or establish a purchasing arrangement with a vendor for a period of time (e.g., monthly, quarterly, and yearly) for orders of miscellaneous items or recurring order of small value items.

Note: Departments using blanket orders must ensure expenditures do not exceed the funds encumbered.

Order Changes and Cancellations

If an order must be changed, contact the Purchasing Department by memo or e-mail, justifying the need to change or cancel an order. Orders involving custom work or unique specifications may require authorization from the vendor.

Any purchase order, which has been delivered, constitutes an agreement or contract between District and supplier. Either party may not break it arbitrarily.

Any purchase order which has not been delivered may, on approval of both parties, be canceled. However, cancellation of a purchase order may incur charges by the supplier.

CONTRACTS, AGREEMENTS, AND INTERGOVERNMENTAL AGREEMENTS (IGAS)

The following information is designed to help faculty and staff distinguish between the various types of contracts, agreements, and intergovernmental agreements (IGAs) and establish signature authority.

Definitions

Cooperative Purchasing: The combining of requirements of two or more governmental units to obtain the benefits of volume purchases and/or reduction in administrative expenses.

Intergovernmental Agreement (IGA): As defined by ARS § 11-952, is a written contract between two or more public agencies or public procurement units to contract for services, jointly exercise common powers, or engage in joint and cooperative action.

Lease: A contract conveying from one entity to another the use of real or personal property for a designated period of time in return for payment or other consideration.

Public Private Partnership (P3): A P3 allows higher education institutions to enter into an agreement with the private sector to deliver a service or facility in order to accomplish the mission of the institution without the burden of financial risk.

Procedure

Compliance

A.R.S. 15-1444(B)(4) allows the Governing Board to delegate its authority to sign and approve contracts to the President and their delegees.

Cooperative and Joint Procurements

The District is authorized to utilize various cooperative and joint purchase contracts for the procurement of goods, equipment and services.

The agreements are negotiated on behalf of groups of educational institutions or government subdivisions. Some of these groups require membership in order to access these contracts, while others are purely voluntary and are available to all political subdivisions.

It is the intent of the District to support these contracts whenever possible. This includes assisting in the development and bidding phases as well as in reporting compliance within the contracts. However, the District reserves the right to obtain the best possible price and quality even if it means not utilizing these contracts.

The District also encourages bidding cooperatively to allow other agencies, districts, and government subdivisions to access certain District contracts. The responsibility for placing orders, expediting, problem resolution, and payment shall remain with the organization that accesses the District contract.

State Contracts

Contracts established by the State Procurement Office for the procurement of certain supplies and equipment are available for the District to use. These contracts will be used when they are in the District's best interest.

The purchase of items from State Contracts does not require additional competitive bidding, as a sealed bid process already has determined vendors and pricing.

If an identical item or service already on State Contract can be obtained at a lower price from a reasonable and responsive supplier, other than the one identified on State Contract, the Purchasing Department may contract with the lower priced supplier, as a means of reducing the expenditure of State and District funds.

Requisitions for Service and Maintenance Contracts

Requests for requisitions for all maintenance contracts (computers, copiers, etc.) should be submitted to the Purchasing Department at least 30 days prior to the contract expiration date. All requests for requisitions must contain the equipment’s inventory tag number, brand name, model name or number, serial number, and location.

If an item is covered by a warranty or service contract, it is the responsibility of the user department to call the manufacturer or service company. A requisition for repair is not necessary when the equipment has a service contract.

If the item is not covered by warranty or a service contract, a Purchase Requisition for the repair must be submitted, which should include the make, model, inventory tag number, and location of the item.

Once a purchase order has been generated, the user department may then make arrangements with the service company to perform repairs or maintenance. When service has been completed and the user department is presented with a repair slip or invoice, the slip must be signed and dated, the PO number must be identified, and all documentation must be forwarded immediately to the receiving department.

Service and Maintenance Contracts

Service and Maintenance Contracts less than $100,000

The Director of Purchasing and Auxiliary Services shall sign all service and maintenance contracts on behalf of the District that total less than $100,000.

Service and Maintenance Contracts from $100,000 to under $350,000

The Executive Vice President, President, or designee, shall sign all service and maintenance contracts on behalf of the District that total from $100,000 to under $350,000 and shall be forwarded to the provider with a purchase order.

Service and Maintenance Contracts $350,000 or more

Contracts of $350,000 or more shall require District Governing Board approval.

Standard Contracts, Agreements and Leases

Standard Contracts, Agreements, & Leases less than $100,000

The Director of Purchasing and Auxiliary Services shall sign all contracts, agreements, leases, lease purchases, or rental agreements on behalf of the District that total less than $100,000.

Standard Contracts, Agreements, & Leases from $100,000 to under $350,000

The Executive Vice President, President, or designee, shall sign all contracts (excluding purchase orders), agreements, leases, lease purchases, or rental agreements on behalf of the District that total from $100,000 to under $350,000 and shall be forwarded to the provider with a purchase order.

Standard Contracts, Agreements & Leases $350,000 or more

Contracts of $350,000 or more shall require approval by the District Governing Board.

Intergovernmental Agreements (IGAS)

Per A.R.S. § 11-952, all Intergovernmental Agreements (IGAs) must be reviewed by College Legal Counsel prior to signature or approval. The same statute requires that all IGAS be approved by the District Governing Board.

Public Private Partnerships (P3s)
The District is authorized to utilize P3 projects in order to serve students and communities, and in order to accomplish the mission of the Community College.

The District requires a competitive process for organizations to submit qualifications to allow companies, agencies, districts, and government sub-divisions to access a District P3 contract. The responsibility for placing orders, expediting, problem resolution, and payment shall remain with the organization that accesses the District contract.

REQUEST FOR BIDS, REQUESTS FOR PROPOSALS AND REQUESTS FOR INFORMATION

The following information identifies the requirements for bids, proposals, and requests for information. It is designed to assist faculty and staff through the procurement process from the point at which the user identifies a need for goods or services to final payment for those goods and services.

Definitions
Invitation for Bids: Known as an IFB, this process refers to the solicitation of bids from vendors and suppliers and is based primarily, if not exclusively, on pricing the same or like products and services.

Request for Information: Known as an RFI, this process refers to the solicitation of quotations from vendors and suppliers and is intended to provide assistance to the requisitioning unit in determining pricing, specifications, and market availability. This is for information purposes only and an actual IFB will follow.

Request for Proposals: Known as an RFP, this process refers to the solicitation of quotations from vendors and suppliers and is based on various criteria. Pricing is a factor but generally is not the only determining factor. Consideration is also given, but not limited to, specifications, warranties, liabilities, quality, performance abilities, experience, lead-time, delivery, and setup references. This process is usually conducted with the assistance of a selection or advisory committee with “grading or rating” of proposals based on various criteria.

Responsible Bidder: A bidder whose reputation, past performance, and business and financial capabilities are such that the bidder would be judged by an appropriate authority as capable of satisfying an organization's needs for a specific contract.

Sealed: A method to prevent the contents being revealed or known before the deadline for submission of responses.

Solicitation: The process used to communicate procurement requirements and to request responses from interested vendors. A solicitation may be but is not limited to a request for bid and request for proposal.

Procedure
Competitive Bids and Proposals
Competitive Bids and Proposals: Whenever practical, competitive quotations from vendors or suppliers handling the same or similar products or services will be secured. The Purchasing Department may, at its

discretion, choose to bid any item which in its judgment "lends itself" to competitive bidding in each of the subsequent sections.

Locally Funded Purchases of less than $15,000:
Purchases of less than $15,000 may be made at the discretion of the Purchasing Department and do not require bidding processes.

Locally Funded Purchases of $15,000 or more, but less than $350,000:
The Purchasing Department is responsible to ensure at least three written price quotations are obtained for purchases of $15,000 or more, but less than $350,000. The price quotations/proposals, supportive documents (e.g., agreements, contracts, etc.) and applicable budget coding shall be submitted by the requesting department representative to the Purchasing Department at the time the requisition is requested. If three quotations cannot be obtained, documentation showing vendors contacted but not offering price quotations, or explanation of why price quotations were not obtained, should be submitted at the time of requesting a requisition.

Federally Funded Purchases of less than $15,000 (micro-purchases):
Purchases of less than $15,000 may be made at the discretion of the Purchasing Department and do not require bidding processes. Requirements for micro-purchases, as prescribed by Title 2, CFR Part 200, shall apply.

Federally Funded Purchases of $15,000 or more, but less than $350,000 (small purchases):
The Purchasing Department is responsible to ensure at least three written price quotations are obtained for purchases of $15,000 or more, but less than $350,000. The price quotations/proposals, supportive documents (e.g., agreements, contracts, etc.) and applicable budget coding shall be submitted by the requesting department representative to the Purchasing Department at the time the requisition is requested. If three quotations cannot be obtained, documentation showing vendors contacted but not offering price quotations, or explanation of why price quotations were not obtained, should be submitted at the time of requesting a requisition. Requirements for small purchases, as prescribed by Title 2, CFR Part 200, shall apply.

All Purchases of $350,000 or more (formal purchases):
The Purchasing Department will obtain sealed competitive bids or proposals for all purchases of goods or services having an estimated cost of $350,000 or more and for which an appropriate cooperative purchasing agreement does not exist. The requesting department will assist the Purchasing Department in developing a list of potential vendors and specifications. This process will be conducted pursuant to A.R.S. § 41-2533, and Title 2, CFR Part 200, where applicable for federally funded procurements.

All Purchases of $350,000 or more:
The District Governing Board must approve contracts and purchases of $350,000 or more in value.

<u>Exceptions to Competitive Bids and Proposals</u>
Purchases for Software
For certain purchases of software, College representatives are not required to request multiple quotes for procures under $250,000 as follows:

- Software that is only available manufacturer-direct or from a single source distributor when impracticable to solicit quotes for similar software.

Purchases for Facilities Maintenance and Repair Operations (MRO)
For MRO goods and services necessary for optimal building/plant operations when competition is limited regionally and time is of the essence, College representatives are not required to request multiple quotes for procures under $25,000.

Purchases for Consulting, Legal Services, and Certain Professional Services of $15,000 or more, but less than $100,000:
Consulting and legal services may be obtained up to $100,000 in expenditures in any fiscal year without the requirement for three written quotations being met.

Further, for certain professional services that require specialized expertise in those matters where it is deemed to be crucial that the College obtain the optimum outcome, and/or which may have a significant financial impact on the College, the College may contract with firms or individuals for needed services without obtaining competitive quotes.

For the needed services, they may be obtained by written determination approved by the Director of Purchasing and Auxiliary Services up to $100,000, and by the Executive Vice President, President, or designee over $100,000 up to $350,000,

Purchases Considering Overall Impact to College of $15,000 or more, but less than $350,000:
Extension of existing commodities or services contracts determined to be in the best interest of the College due to available internal resources and overall impact of change may be considered Single Source Procurement. Such procures will require a justification of determination completed by the requesting department and approved by the Director of Purchasing and Auxiliary Services. The determination must include a proposed timeframe for considering other sources.

For the needed services, they may be obtained by written determination approved by the Director of Purchasing and Auxiliary Services up to $100,000, and by the Executive Vice President, President, or designee over $100,000 up to $350,000.

Other Procures Exempt from Competition:
These exemptions are documented as "Justified per CCC Procedure on the purchase order. For procures of $50,000 or more, a separate determination may be required at the discretion of the Director of Purchasing and Auxiliary Services. The College should incorporate as much competition as is feasible and negotiate a suitable agreement when pursuing the following procures:

1. Printing of publications and forms that involve proprietary artwork or repeat orders where the Supplier has retained the design or format.
2. Testing services.
3. Resources and services necessary for student success, including effective skill-set positioning in the workforce and aiding overall health and well-being to achieve optimal opportunities from College-administered trainings or educational courses, experiential educational training, or

programs (e.g., apprenticeships, internships), and counseling and psychological partnership opportunities.
4. Media or newspaper advertising which is based on area covered or target audience.
5. Membership dues and subscriptions.
6. Facility and equipment rentals. Based on applicability of locality, capacity, and availability.
7. Appraisals and/or procures of real estate.
8. Expenses paid to city, state, and government agencies.
9. Performing and visual artists.
10. Contractual services where no competition exists, such as electrical energy, telephone service, and other public utility services.
11. Works of art for museum and public display.
12. Contracts for group life insurance, group health and accident insurance, group professional liability insurance, worker's compensation insurance, and unemployment insurance.
13. Procures of books and periodicals from the publishers or copyright holders.

Advertisements for Bids and Proposals

Publication Information

Newspaper advertising for bids is mandatory for certain types of procurement and desirable for others. When advertising is required, it must be published in a newspaper of general circulation within Arizona. Composition and placement of the advertisements with the publishers is the responsibility of the Purchasing Department, at the requisitioning department's cost.

Advertising content should be kept to a minimum in order to conserve funds. Advertisements should state the description of the procurement, time, date, place of bid opening, and location where plans, specifications and bid packages can be obtained. Other pertinent information may be added if necessary for clarification.

Advertising Required

As a political subdivision, the District operates under procurement rules enacted by the District Governing Board. The District advertises solicitations for services if it is anticipated that the total cost will exceed $350,000. Advertisement in the Arizona Procurement Portal (APP), the Arizona Daily Sun, or other selected newspaper(s) shall be determined by the Director of Purchasing and Auxiliary Services.

Advertising Recommended

Advertising should also be used for the procurement of supplies and equipment if:

1. The Purchasing Department recommends additional competition beyond the vendor list
2. Wide publicity regarding the procurement is needed
3. A concern for community relations exists
4. The procurement is of a sensitive nature that would benefit from public advertising.

Bid Security, Performance and Payment Bond

Bid security submitted by the bidder guarantees the bidder will execute a contract with the District at the bid price upon award of the bid. If the successful bidder refuses to enter into a contract, the bid security will be forfeited to the District, Pursuant to A.R.S. § 41-2573.

Bid security in the amount of five percent (5%) of the bid price is required with all sealed bids for construction projects when the construction cost is estimated to exceed $150,000.

If a bidder fails to submit the required bid security with the bid, the bid shall be considered non-responsive and subject to rejection unless the Director of Purchasing and Auxiliary Services determines in writing that the bid substantially complies with the security requirements.

Bid security is not normally required for material or service contracts. The Direct of Purchasing and Auxiliary Services is authorized, however, to require a bid security for procurements of this nature, if such a requirement is advantageous to the District.

Acceptable bid security shall be a bond underwritten by a company licensed to issue bonds in Arizona or a certified or cashier's check payable to Coconino County Community College District.

Bid Withdrawal

Before Bid Opening

If a bid is withdrawn at any time before bid opening, the bid security shall be returned to the bidder.

After Bid Opening

A Successful bidder may not withdraw the bid after bid opening without forfeiture of bid security unless the bidder can establish by clear and convincing evidence that a non-judgmental mistake was made in the bid. If the Director of Purchasing and Auxiliary Services permits withdrawal of a bid after bid opening, no action may be taken against the bidder or bid security.

Performance and Payment bonds

Performance and payment bonds submitted by the successful bidder upon award of the contract guarantee faithful performance of the contract and payment of materials and labor by the contractor to all subcontractors and material suppliers. Performance and payment bonds in the amount of 100% of the contract price shall be required for all construction contracts.

Performance bonds for material or service contracts may be required if the Director for Purchasing determines the requirement is necessary to protect the interests of the District. The Director for Purchasing shall determine the amount of the bond.

Bid or Proposal Acceptance

Bids or proposals must be unconditionally accepted without alterations or corrections. Bids or proposals must be evaluated based on the criteria set forth in the IFB or RFP.

Bids

The District will award a contract to the lowest responsible and responsive bidder (monetary). Pricing is generally the only (or greatest) determining factor. A "responsible" bidder is one who has the capability to perform the required service(s) or deliver the desired product(s). A "responsive" bidder is one who submits a bid, which conforms in all materials aspects to the invitation for bid. All relative charges, including shipping/handling, shall be included for determination. However, sales or use tax will not be a factor in

determining the lowest bidder. IFB's do not generally require the assistance of a selection or advisory committee.

Proposals

Proposals differ from bids, in that the lowest bid (monetary) will not be the only determining factor for awarding a contract. Other evaluation criteria must be considered to ensure that the awarded contractor is deemed, as a whole, to be the most responsible, most responsive, and able to meet the specifications outlined within the RFPs.

The evaluation criteria are generally developed using a grading or rating matrix that defines various areas of qualifications. These may include, but are not limited to, such areas as experience, knowledge, certifications, manpower, availability of resources, lead times, warranties and service response time. All areas deemed important for determining the supplier that would be most advantageous to the District must be considered. The use of a weighted grading system (that is, more points awarded for areas deemed the most critical) is highly encouraged. Requests for Proposals are generally reviewed and contracts awarded after assistance from a selection or advisory committee.

Errors in Bids or Proposals

Vendors or suppliers are responsible for the accuracy of their quoted prices. In the event of a discrepancy between unit price and its extension, the unit price will govern. Proposals or bids may be amended or withdrawn by the bidder up to the bid or proposal "opening." If an error is discovered after an opening, the bid may be amended. After an order has been issued, no bid may be withdrawn or amended unless the District considers the change to be in its best interest.

Late Bids

It is the vendor or supplier's responsibility to ensure that their bids are received by the Purchasing Department no later than the appointed time of the bid or proposal opening, as specified in the IFB or RFP. Late bids will not be considered or opened and will be returned to the provider.

Protests and Appeals of Contracts and Awards

Protester and Content of Protest

Any participating offeror may file a protest of a contract award or proposed contract award. The protest must be in writing and contain at least the following information:

1. Name, address, and phone number of the protester
2. Signature of the protester
3. Solicitation number and date of closing (due date)
4. Statement of the legal and/or factual grounds on which the protest or appeal is based, including relevant documentation
5. Form of relief requested

Protest Filing Procedure

Protests, if regarding the solicitation process, are to be filed with the Director of Purchasing and Auxiliary Services, Coconino County Community College District, prior to the closing date (due date) for the solicitation. Protests concerning award must be filed within ten (10) calendar days following the issuance

of a Notice of Intent to Award a Contract. Failure to submit the protest in a timely manner shall be deemed as a waiver of all rights to protest.

A written decision shall be made within ten (10) calendar days after the protest has been filed. The decision shall explain the basis for the decision. The Director of Purchasing and Auxiliary Services shall furnish a copy of the decision to the protester by a means which provides evidence of receipt. The time for a decision to be made may be extended by the Director of Purchasing and Auxiliary Services for a reasonable time, not to exceed thirty (30) calendar days after the protest has been filed, and shall notify the protester of this decision and the date by which a decision shall be issued.

Protest Remedies

If the Director of Purchasing and Auxiliary Services determines that the protest has merit in that the College District policies or procedures were not followed in the solicitation, proposed contract award, or contract award, he/she shall consider all of the circumstances surrounding the procurement or proposed procurement, including, but not limited to the following:

1. Seriousness of the procurement deficiency
2. Degree of prejudice to other interested parties or to the integrity of the procurement system
3. Good faith of the parties
4. Extent of performance
5. Cost to the government
6. Urgency of the procurement
7. Impact of relief on the College District's Mission

An appropriate remedy may include one or more of the following as determined necessary to ensure compliance with College District policy or procedures:

1. Decline to exercise an option to renew under the contract
2. Terminate the contract
3. Reissue the solicitation
4. Issue a new solicitation
5. Award a contract consistent with College District policy and procedures
6. Reject all offers without further action

Appellant and Content of Appeals

Appeals will be accepted from a participating offeror and must contain the information from the original protest letter, a copy of the decision issued by the Director of Purchasing and Auxiliary Services, and the basis for the appeal.

Appeal Filing Procedure

Appeals must be filed with the Director of Purchasing and Auxiliary Services within five (5) business days following the receipt of the decision. Appeals not filed within that timeline will not be considered.

Appeal Notifications

The Director of Purchasing and Auxiliary Services shall immediately give written notice of the pending appeal to the successful contractor, if award has already been made, or if no award has been made, to all participating offerors, who may request and be given copies of the pending appeal which has been filed.

The Director of Purchasing and Auxiliary Services shall notify the District Governing Board or its designee of the appeal, as hearing officer. If the appeal has been filed timely and has validity, a hearing will be scheduled to consider the appeal and determine resolution. The hearing officer shall dismiss, upon a written determination, the appeal before scheduling a hearing if the appeal does not state a valid basis for protest or if it has been filed untimely. Any hearing of the appeal shall be conducted by the District Governing Board or the hearing officer. A written decision will be made within fourteen (14) calendar days after the appeal has been filed, or the hearing officer may extend this period for a reasonable period of up to thirty (30) calendar days upon notification to the protester in writing, designating the date by which a decision will be issued.

Stay of Procurement during Protest and Appeal

If a protest was filed prior to the award of a contract, the award may be stayed by the Director of Purchasing and Auxiliary Services unless delaying the award will be detrimental to the substantial interest of the District. Likewise, if the procurement has not been awarded and an appeal is filed, the Director of Purchasing and Auxiliary Services may continue the stay if not detrimental to the substantial interest of the College District.

Confidentiality of Quotations

Request for Bids

Price quotations are given to the District in confidence and shall not be revealed to any other vendor, supplier or unauthorized person until after the bid opening. Pursuant to A.R.S. § 41-2533, bids shall not be open for public inspection until after a contract is awarded.

Request for Proposals

No price quotations or other information contained within the submitted RFPs shall be announced until after a contract has been awarded to a vendor or supplier. In accordance with provisions provided under A.R.S. § 41-2534, during the proposal "opening" only the name of the vendor or supplier and other such relevant information shall be publicly read and recorded. All other information contained in the proposals shall be confidential so as to avoid disclosure of content prejudicial to competing offertory during the process of negotiation. The proposals shall be open for public inspection after contract award. Except to the extent the proposed designates and the state concurs, trade secrets or other proprietary data contained in the bid documents shall remain confidential.

INDEPENDENT CONTRACTORS AND ENTERTAINERS

The following information is provided to assist faculty and staff through the process of hiring Independent Contractors and Entertainers when specialized skills, knowledge, resources and experience are needed.

Independent Contractors

When specialized skills, knowledge, resources, and experience are needed, and an existing staff or District service department cannot provide that reasonably, such services may be obtained from firms or individuals outside the District on a fee-for-service or Personal/Professional Services Contract basis.

The contract should require the performance of a task, project or study to be completed within a given time frame. The relationship with the District is that of an independent contractor, and the District has no right to supervise or control how the work required by the contract is done. The independent contractor is solely responsible for the results specified by the contract.

Examples of Independent Contractor Services include but are not limited to:

1. Auditing, accounting, financial services
2. Legal services
3. Medical and health services
4. Appraisals
5. Research
6. Grant writing
7. Consulting services
8. Surveys and studies

The requisitioning department may select the firm or individual to perform the services. Selection should be on the basis of the best qualified at a fair and reasonable price. Written documentation, identifying the necessity for selection of a particular Contractor, absent of competition, shall be supplied by the requisitioning department and become part of the procurement package. However, the Director or Purchasing and Auxiliary Services shall reserve the final decision in determining the need for competitive bidding and type of contract used.

The Independent Contractor's contract must be approved and signed by the Director of Purchasing and Auxiliary Services up to $100,000, by the Executive Vice President or President, or designee for those contracts over $100,000 up to $350,000. The District Governing Board must approve the President signing contracts of $350,000 or more in value.

Entertainer Fees

A properly executed contract shall authorize payment for entertainer fees. In order to expedite payment to the entertainer (to meet many entertainers' requirements for payment immediately after the performance), contracts shall be approved and signed at least 10 days prior to the performance. Contracts up to $100,000 will require signature by the Director of Purchasing and Auxiliary Services. Contracts over $100,000 and up to $350,000 will require signature by the Executive Vice President or President, or designee. The District Governing Board must approve the President signing all contracts of $ 350,000 or more in value.

SOLE SOURCE AND EMERGENCY PROCUREMENT

The following information is provided to establish parameters for sole source and emergency procurements.

Definitions

Emergency: A threat to public health, welfare, or safety that threatens the functioning of government, the protection of property, or the health or safety of people.

Sole Source: An acquisition where, after a search, only one supplier is determined to be reasonably available for the required product, service, or construction item.

Procedure

Sole Source Procurement

The Purchasing Department may award a contract for a material, service, or construction item if it is determined that there is only one source for the required material, service, or construction item. Proper documentation will be filed, Pursuant to A.R.S. § 41-2536 for locally funded purchases and additionally pursuant to 2 CFR §200.300(c) for federally funded purchases.

Sole source procurement will be avoided, except when no reasonable alternative exists. The Purchasing Department will require documentation from the requisitioning unit to justify why the technical characteristic(s) inherent in an item justifies preference over another brand that has similar qualities. This will include supportive documentation, including quotes and/or responses from possible alternative vendors, or through a Notification of Intent to Sole Source posting in the Arizona Procurement Portal (APP), allowing prospective vendors to respond stating their qualifications for meeting the requirements of the procurement.

Final responsibility in determining whether an item is a proprietary item and may be purchased from a sole source rests with the Director of Purchasing and Auxiliary Services.

Competition Impracticable Procurement

Pursuant to A.R.S. § 41-2702, this is a purchase made when a requirement exists which makes compliance with Procedures impracticable, unnecessary, or contrary to stakeholder interest but which is not an emergency. This is a purchase decision whereby purchases are directed to one source even though other competitive sources may be available.

Procures as follows may be procured by this method:

1. Documented lack of available responsive and responsible suppliers.
2. Standards created through an evaluation process.
3. Maintaining warranty.
4. Unique purchases where the requirements of a solicitation inhibit timely acquisition due to the commodity and/or supplier market.

For purchases to qualify under a competition impracticable procurement, a determination signed by the Director of Purchasing and Auxiliary Services is required. The determination must contain the following:

1. An explanation of the competition's impracticable need and the unusual or unique situation that makes compliance with Procedures impracticable, unnecessary, or contrary to stakeholder interest.
2. The scope, duration, and estimated dollar value of the procurement need.

Emergency Procurement

The Purchasing Department may make or authorize others to make emergency purchases. Generally, emergency order procedures will not be used unless the savings realized by normal procurement

practices would be offset by a corresponding or greater loss to the department as a result of the delay, pursuant to A.R.S. § 41-2537.

Failure to anticipate a need is not of itself considered a bona fide emergency.

To initiate an emergency requisition, the authorized person must submit an approved requisition, either in written form or through the College's financial system, to the Purchasing Department. The Purchasing Department will require documentation from the requisitioning unit, approved by the department head, justifying the need for any emergency purchase.

VENDOR PERFORMANCE, SUSPENSION, OR DEBARMENT

The following information is provided to establish vendor performance standards that each vendor shall adhere to.

Definitions

Debarment: Debarment is the state of being excluded from enjoying certain possessions, rights, privileges, or practices and the act of prevention by legal means. For example, companies can be debarred from contracts due to allegations of fraud, mismanagement, and similar improprieties.

Procedure

Vendor Performance, Suspension or Debarment

Vendor Performance Report

Vendors are selected for their capability to serve the needs of the District in the most economical and efficient manner possible. When vendors do not perform in a satisfactory manner or in the best interest of the District, it is the responsibility of the user departments to notify the Purchasing Department, in writing.

Suspension or Debarment

Pursuant to A.R.S.§ 41-2613, the Director of Purchasing and Auxiliary Services shall promulgate rules and regulations providing for the suspension and debarment of any company, company representative, or person from consideration for award of contracts pursuant to this chapter. If there are reasonable grounds for suspension or debarment the rules and regulations of the Director of Purchasing and Auxiliary Services may provide for the suspension of any company, company representative, or person not to exceed six months. A debarment shall not exceed three years. The causes for debarment, or suspension are outlined in, but not limited to, A.R.S. § 41-2613 Section B, 1-5.

Notification of Suspension or Debarment

Pursuant to A.R.S. § 41-2613, Sections C and D, a written determination to debar or suspend shall be issued pursuant to the rules and regulations by the Director for Purchasing and Auxiliary Services, which shall:

1. State the reasons for the action taken.
2. Inform any debarred or suspended entity involved of the right to administrative review as provided in this article.
3. A copy of the decision of the above shall be mailed or otherwise furnished to any debarred or suspended entity and to any intervening party.

Contract Claims and Dispute Resolution

Applicability

The District strives to resolve claims, disputes, or controversies in good faith and informally, wherever possible, and only engages a more formal procedure when informal attempts have failed. This procedure applies universally to claims, controversies, or disputes between the District and a contractor arising from activities or inactions on a contract between the two. It covers disagreements of any kind, such as claims or disputes asserting breach of contract, mistake, or misrepresentation, contract modification or rescission, interpretation of the contract, and responsibilities of the parties.

Authority

The Director of Purchasing and Auxiliary Services is authorized to settle and resolve contract claims but shall do so collaboratively with District stakeholders to preserve the interests of the District.

Restrictions and Limitations

Settlement of a claim is subject, where appropriate, to policies and practices of the District Governing Board requiring its approval in certain cases. In cases where settlement may result in a significant change to the contractual agreement, e.g., termination of the contract, and the contact was initially approved by the District Governing Board, approval by the District Governing Board shall be required.

Claims

In the event of a claim asserted by either the Contractor or District, the claim shall be compared to the contract documentation to examine whether the claim has merit. The contract documentation shall govern the process, in accordance with party responsibilities, obligations, and resolution requirements specified therein. Any documentation of events leading up to the claim shall be provided to the Director of Purchasing and Auxiliary Services, for review and consideration. The Director of Purchasing and Auxiliary Services will seek input from District stakeholders and may consult the Contractor for additional information. Once an appropriate resolution can be recommended, the Contractor shall be notified in writing and shall be required to respond within ten (10) business days, indicating acceptance or denial of the recommendation.

Mediation

If no resolution for the claim can be reached between the parties, absent contract terms to the contrary, the parties shall seek resolution via a third-party mediator and any expenses shared by the parties.

References

Arizona Procurement Code
Uniform Guidance 2 C.F.R. Part 200.320
A.R.S. § 11-952
A.R.S. § 41-2513
A.R.S. § 41-2533
A.R.S. § 41-2534
A.R.S. § 41-2536
A.R.S. § 41-2537
A.R.S. § 41-2550

A.R.S. § 41-2573
A.R.S. § 41-2613
A.R.S. § 41-2632
A.R.S. § 41-2633
A.R.S. § 41-2702

Procedure History

01/06/1992 New
08/02/1995 Revised
05/1999 Revised
09/2007 Revised
04/2008 Revised
04/13/2010 Reformatted
10/25/2019 Revised and Adopted by Executive Leadership Council
07/07/2025 Revised Sponsor from Purchasing and Auxiliary Services to Business and Administrative Services
09/08/2026 Approved by President's Cabinet to substantially revise and consolidate with the following procedures, which are superseded by this procedure:

- **202-03 College Procurement Card**
- **202-04 Purchasing Authorization**
- **202-05 Uniform Guidance Procurement**
- **202-06 Requisitions and Purchase Orders**
- **202-07 Contracts, Agreements, And Intergovernmental Agreements (IGAS)**
- **202-08 Requests for Bids, requests for Proposals, and Requests for Information**
- **202-09 Independent Contractors and Entertainers**
- **202-10 Vendor Performance, Suspension, or Debarment**

Legal Review

None