Business and Finance Division Procedures

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General

To initiate an expenditure of college funds for the purchase of goods and/or services, a Purchase Requisition must be initiated in Ellucian's Colleague (WebUI) Purchasing Module or through Titan's Direct. A Purchase Requisition will remain "In Progress" or "Not Approved" until each individual line item(s) has been assigned an account code(s) and all approvals have been made. Only upon completion of these steps will the Purchase Requisition go to an "Outstanding" status and be printed in the Purchasing Department once daily. A Purchase Order can then be generated by the system.

Exceptions to this procedure are the purchases by the Campus Store for the purchase of books and merchandise for resale and the Library (LRC) for subscriptions. Rare exceptions may occur where a vendor will not accept a CCM purchase order and the Purchasing Director will determine the best method to acquire the goods and/or services.

NOTE: All vendor visitations must be coordinated through the Purchasing Department to ensure the accuracy of specifications for goods and/or services. Under no circumstances are vendors allowed to provide goods to the college for evaluation purposes without the Purchasing Director's approval.

Authority

Board Policy 4.1005.1 "Authorization to Award Purchases, Contracts and Agreements".

Responsibility

Executive Vice President of Business and Finance Purchasing Director Purchasing Manager Senior Buyer Cost Center Managers

Procedure

The requisitioning of goods and/or services can be accomplished by accessing the menus through Web UI (REQM) and/or Titan's Direct. For tutorials or quick reference guides on how to use Web UI (Requisition Tutorial) or Titan's Direct (Titan's Direct Quick Reference Guide) go to the f drive (groups/Procedures, Training & Forms/Purchasing).

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1. The initiator must login to the college's electronic purchasing system and enters the information necessary to complete the Purchase Requisition (PR). The initial entry of all necessary information is done on the REQM screen and/or Titan's Direct.

- 2. Supporting documentation; i.e., quotes, copies of vendor web pages, manufacturer's specification sheets, catalog sheets, etc., must be forwarded to Purchasing via email referencing backup, the vendor name and PR number in the Subject Line only <u>after</u> the PR has changed to "Outstanding" status. The documentation shall be clearly identified with the PR number written on the face of the document in the upper right-hand corner. It is not necessary to forward additional information, i.e., copies of print screen, as this is redundant. Purchasing reviews the entire PR for completeness and accuracy. *NOTE: Initiators must provide in printed comments any pertinent information including deliver to information (name), room number, phone number, department name and any special instructions.*
- 3. It is the initiator's responsibility to monitor requisition status codes and ensure that a status code of "Outstanding" is achieved in a timely manner. The following status codes indicate specific information that is preventing the requisition from changing to an "Outstanding" status:
 - "Not Approved" indicates that one or more approver's names is missing or is still waiting for approval.
 - "In Progress" indicates that a "Y" code has not been entered in the requisition field labeled requisition done in REQM or is missing information in Titan's Direct. The system will not recognize a requisition is complete unless all G/L account numbers have been entered.
- 4. Purchase Requisitions achieving "Outstanding" status from the prior day are printed in the Purchasing Department each morning. If a PR is urgently needed, the initiator must contact the Purchasing Department via phone and by email. Purchasing then follows the Division of Business and Finance's Procedures, County College Contract Law and any other applicable law to determine the best method of procurement. Other means of soliciting competitive pricing for goods and/or services to include Request for Proposals and National/State/Cooperative/Consortium contracts. GSA Contracts can be used if approved by the State of New Jersey Cooperative Purchasing.
- 5. The initiating department can track the status of PRs through the RINQ screen found under Purchasing (PU) and/or ACBL screen found under General Ledger (GL) in Colleague or Titan's Direct. Once a PR has changed to a status code of "Outstanding", the initiator or approver can never make modifications. Contact the Purchasing Department immediately if the PR needs to be changed or deleted.

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6. Upon completion of the above procedural step, the Purchasing Department will place the order for goods and/or services with the vendor whose price, quality and delivery is in the best interest of the college.

7. If the Purchase Order is for goods and/or services that require the vendor to perform work on the college campus, the county insurance program (Joint Insurance Fund) requires all contractors to carry the required insurance coverages to properly protect the County College of Morris and the County of Morris fully against any loss that may occur as a result of their activities. To that end, the college shall require the vendor, prior to receiving a purchase order number, to provide an original, current copy of their Certificate of Insurance; including general liability, automobile and workers compensation. This form must be sent to the college and upon receipt will be reviewed by the Business Services Coordinator in the office of Business and Finance who will either approve it or forward it to the County Risk Manager for review and approval. If the County Risk Manager determines the project warrants additional insurance requirements the coverages will be increased accordingly. It is mandatory that all certificates state "County College of Morris and the County of Morris are additional insureds", and will be accompanied by Commercial General Liability (CG 20 10 03 97 and CG 20 37 07 04). NOTE: The Business Services Coordinator will determine if a vendor needs to provide a Certificate of Insurance or Hold Harmless Agreement.

A Purchase Order will be issued and emailed when the vendor's insurance has been approved, in which case, Schedule A (Attachment A) and Terms and Conditions (reverse side of the purchase order) will be attached. An email copy will also be sent to the initiator.

- 8. Internal Revenue Service regulations require submission of 1099 Misc. Form for any individual providing a service, performance, speaking engagement, etc., who is not incorporated. The Purchase Requisition shall contain the individual/vendor name, address, telephone number, and email address. Purchasing is responsible for requesting W9's. Failure by the vendor to provide a W9 certificate may delay or cancel a PO. Requisite Business Registration Certificates required by law must be on file in the Purchasing Office prior to order being placed. This includes all individuals receiving honorariums or individuals d/b/a (doing business as), t/a (trading as), a/k/a (also known as) or using a name different from their given name. NOTE: Employees of the college that require payment for additional services unrelated to their job will never be paid via PR. Employees must fill out a Work Authorization Request Form to get paid for their services.
- 9. The Purchasing Director or the Executive Vice President of Business and Finance or the Purchasing Manager are the only Board approved agents to enter into a contract, as per Board Policy 4.1005 "Authorization to Award Purchases, Contracts and Agreements". Therefore, all contracts requiring a signature must be forwarded to the Purchasing Department. If a change needs to be made to an executed contract only a Board Approved authorized agent can make that change.

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The Purchasing Department will issue a formal change order to the vendor and copy the initiator. *Under no circumstances can an initiator or approver modify a PO (contract); any changes to that contract must be submitted by the initiator utilizing the PO Change Request Form.* For additional information on contract administration refer to Procedure 09.10.

- 10. The Purchasing Department as a whole is responsible for the follow-up and expediting of purchase orders to ensure their timely receipt. Purchasing will provide delivery information to the initiator and the Receiving & Distribution Department with regard to large or special circumstances deliveries. Tracking of specific purchase orders once they have been shipped by the vendor is the primary responsibility of the Receiving and Distribution Supervisor. Under no circumstance is the initiator or approver allowed to arrange delivery date(s) directly with the vendor or trucking company; all deliveries must be scheduled through the Receiving and Distribution Department.
- 11. Board Approved authorized agents, as noted above, can commit college funds. Therefore, any employee committing college funds and not following Board policy will receive an Unauthorized Purchase Form. Some examples of unauthorized purchases are:
 - a. Placing an order directly with a vendor prior to the Purchasing Department placing the PO.
 - b. Changing a PO or written contract with a vendor.
 - c. Exceeding the Blanket Order encumbered amount when making releases.
 - d. Expenses reimbursements that are non-travel related require pre-approval by the Purchasing Director.
 - e. Circumventing purchasing procedures by using petty cash.

NOTE: The \$25.00 petty cash limit is an aggregate amount per day per person. Similar purchases over any time period, within the same department, may be considered an abuse of this procedure. The procedure was developed as a courtesy and any abuse may result in the loss of a department's privilege.

12. The College's practice for year-end purchases is not to maximum utilization of departmental budgets. Purchasing will review year-end purchases to ensure that departments are not increasing office supply inventory to spend down departmental budgets. Each department should have a 90 day surplus of office supply this will eliminate unused inventory (i.e., printer cartridges no longer needed due to printer being replaced; ink in cartridges or pens drying out, etc).

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13. Listed below are the most frequently referred to procedures that pertain to the procurement of goods and/or services which ultimately results in payment processing:

- Purchasing of Goods and Services Conflict of Interest, refer to Procedure 09.11
- Acquisition of Capital Equipment and Furnishings, refer to Procedure 09.08
- Contract Administration, refer to Procedure 09.10
- Blanket Purchase Orders, refer to Procedure 09.01
- Check Request Procedure Accounting, refer to Procedure 03.10
- Expense Reimbursement Form Accounting, refer to Procedure 03.11
- Petty Cash Funds/Reimbursements Accounting, refer to Procedure 03.15
- Receiving and Delivery of Purchased Goods, refer to Procedure 10.01
- Memorandum of Return (returns or repairs), refer to Procedure 09.13

INSURANCE REQUIREMENTS FOR VENDORS & SUPPLIERS WORKING ON PREMISES

I. <u>Protection of Persons and Property</u>

The Contractor shall protect all materials and equipment for which he is responsible, which is stored at the project site for incorporation in the work, or which has been incorporated into the work. He shall replace all materials and equipment which may be lost, stolen or damaged at his expense, whether or not such materials or equipment have entirely or partially been paid for by the County College of Morris.

II. Insurance

a) The Contractor, prior to commencing work, shall provide at his own cost and expense, the following insurance to the County College of Morris with insurance companies licensed to provide insurance in the State of New Jersey. Ensure that policies are underwritten by companies with a current A.M. Best rating of A- with a Financial Size Category of VII or better. Insurance shall be evidenced by Certificates and/or Policies as determined by the County College of Morris. Each Certificate or Policy shall require that thirty (30) days prior to cancellation or material change in the policies, notice thereof shall be given to the Purchasing Agent of the County College of Morris by registered mail, return receipt requested, and for all of the following stated insurance policies. All such notices shall name the Contractor and identify the contract and project number if applicable. Certificates of Insurance, with required endorsements attached, shall be delivered to the Purchasing Agent of the County College of Morris, prior to the commencement of the project. All Certificates of Insurance shall state that the "County College of Morris" and "the County of Morris" be carried as additional insureds for this Contract.

b) General Liability

The Contractor shall provide Comprehensive General Liability Insurance with a combined single limit of \$1,000,000/\$2,000,000 aggregate for bodily injury and property damage. A "claims made" policy is not acceptable. This insurance shall indicate on the Certificate of Insurance the following coverages.

- Premises
- Operations
- Use of Independent Contractors and Subcontractors
- Products and Completed Operations
- Broad Form Contractual
- Broad Form Property Endorsement
- Fire Legal Liability, \$100,000

The insurance required under this section shall protect the Contractor and his Subcontractor(s), respectively, against damage claims which may arise from operations under this contract whether such operations are by the Insured or by anyone directly or indirectly employed by the Contractor and also against any of the special hazards which may be encountered in the performance of this contract. When such special hazards are encountered, the above coverages shall be provided with the elimination of the XCU exclusion from the policy or otherwise submit proof that XCU is covered.

c) Worker's Compensation and Employer's Liability Insurance

The Contractor shall provide proof of Worker's Compensation Insurance and be in compliance with the Compensation Law of the State of New Jersey. In the event any work is sublet, the Contractor shall require the Subcontractor similarly to provide Worker's Compensation Insurance for all of the latter's employees to be engaged in such work unless such employees are covered by the protection afforded by the Contractor's Worker's Compensation Insurance. Employer's Liability: Limit of liability shall be a minimum of \$500,000.00

d) Automobile Liability

Automobile liability insurance, with a combined single limit of liability per occurrence of \$1,000,000 for bodily injury, property damage.

This insurance shall include bodily injury and property damage with the following coverage.

- Owned Automobiles
- Hired Automobiles
- Non-owned Automobiles

e) Additional Insurance Requirements

All policies and Certificates of Insurance shall be approved by the County of Morris, Division of Risk Management prior to the inception of any work and shall contain the following:

- Insurers shall have no right of recovery or subrogation against the County College of Morris and the County of
 Morris, including its Agents and Agencies, it being the intention of the parties that the insurance policies so
 affected shall protect the parties and be primary coverage for any and all losses covered by the abovedescribed insurance.
- The insurance companies issuing the policy or policies shall have no recourse against the County College of
 Morris and the County of Morris including their Agents and Agencies as aforesaid for payment of any premiums
 or for assessments under any form of policy.
- The Contractor shall assume all responsibility for loss or damage to Contractor's materials, equipment and machinery involved under the contract.

- The Contractor shall assume all responsibility to save the County College of Morris and the County of Morris harmless from any loss or damage to all materials, equipment and machinery involved under this contract
- All Certificates of Insurance shall state that the County College of Morris and the County of Morris are carried as
 "additional insureds" for the purposes of the contract and shall include Form CG 20100704 & CG20370704
 attached or its equivalent as determined solely by the Morris County Risk Manager.

f) Maintenance

The Contractor shall submit an updated Certificate of Insurance to demonstrate continued renewal of insurance. During any period when the required insurance is not in effect, the County College of Morris or the County of Morris may suspend the work. The County College of Morris may refuse to make payments due under this Contract or any other contracts with the County College of Morris until the required insurance coverage is in effect. The County College of Morris may use monies withheld to renew the insurance for the periods and amounts referred to above.

g) Indemnification

The Contractor/Vendor shall indemnify and hold harmless the County College of Morris, the County of Morris, the Board of Chosen Freeholders, their employees, agents, and servants (collectively the "County) from and against any and all losses, penalties, damages, settlements, judgements, verdicts, costs, charges, professional fees (including attorneys' fees) and other expenses or liabilities including but not limited to, the investigation and defense of any claims, arising out of or resulting from the performance of the Contractor/Vendor's work or the completed operations provided that any such claim, damage, loss, or expense (a) is attributable to bodily injury, sickness, disease or death, or to injury or to destruction of tangible property including the loss of the use resulting there from, and (b) is caused in whole or in part by any negligent act or omission of the Contractor/Vendor, or anyone directly or indirectly employed by them or anyone for whose acts they may be liable (including a claim by an employee of the Contractor/Vendor) regardless of whether it is caused in part by a party indemnified hereunder, and (c) is caused in whole or in part by Contractor's/Vendor's breach of any term evidencing an agreement between Contractor/Vendor and the County College of Morris or the County of Morris or anyone directly or indirectly employed by Contractor/Vendor for whose acts Contractor/Vendor may be liable.

In any and all claims against the County College of Morris, the County of Morris, the Board of Chosen Freeholders, their Employees, Agents and Servants by any employees of the Contractor/Vendor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation under this agreement shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor/Vendor under worker's compensation acts, disability benefit acts or other employee benefit

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