COUNTY COLLEGE OF MORRIS

Business and Finance Division Policies and Procedures Manual

Subject: PURCHASING OF GOODS OR SERVICES

Page: 09.09.01

Date: Rev. 03/28/02

General

To initiate an expenditure of college funds for the purchase of goods and/or services, a Purchase Requisition must be entered into the electronic purchasing system. 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. A Purchase Order can then be generated by the system.

Policy

The purchase of goods and services are normally made utilizing Datatel's Colleague Purchasing module. Exceptions to this policy are the purchases by the Learning Resource Center for library materials and the purchase of books and merchandise for resale in the College Bookstore. Rare exceptions may occur where a vendor will not accept a CCM purchase order which necessitates use of a credit card. Prepayments can be made using either an ACCOUNTS PAYABLE CHECK REQUEST form (CCM-0037-9/97) or a purchase order check enclosed using the normal Datatel purchasing procedure. The specific items eligible to be purchased using the aforementioned methods are promulgated in Business and Finance's Policy and Procedure 09.02.

Authority

President Vice President for Business and Finance

Responsibility

Manager of Purchasing
Purchasing Department Staff:
Buyers
Secretary II
Cost Center Managers

Procedure

The purchasing of goods and services can only be accomplished through the menus and screens in the purchasing module of Datatel. The path the initiator must navigate to access the screens are organized by the default menu order of the Purchasing module and by the order of the screens on each menu. If a person has the appropriate security, they may access a screen or menu by entering its mnemonic from any menu in the current application. The detailed path the initiator must use can be found in Attachment A.

COUNTY COLLEGE OF MORRIS

Business and Finance Division Policies and Procedures Manual

Subject: PURCHASING OF GOODS OR SERVICES

Page: 09.09.02

Date: Rev. 03/28/02

1. The Initiator logs on 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 (see Attachment A). Particular attention must be paid to field #17 *Approvals. Column 2 "Next Approvals" must be completed in its entirety for the process to move an "in progress requisition" to an "outstanding" status.

- 2. Subsequent to the Purchase Requisition achieving "outstanding" status, a copy is printed out in the Purchasing Department. Purchasing then follows the Division of Business and Finance's Policy and Procedures 09.03 Purchasing, Price Quotes Requirement; and 09.04, Advertised Bidding. Other means of soliciting competitive pricing for goods and/or service to include Request for Proposals and State/Cooperative/Consortium/GSA contracts.
- 3. The initiating department can track the status of its completed PR through the ACBL screen found under General Ledger (GL), but cannot make any changes after the PR has gone to "outstanding" status.
- 4. Supporting documentation, i.e., quotes, copies of web pages, manufacturer's specification sheets, catalog sheets, etc., must be forwarded to Purchasing via interoffice mail or fax only after the PR has gone 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, e.g., copies of print screen, as this is redundant. Purchasing reviews the entire PR for completeness and accuracy. This includes vendor information, quantities, account codes, units of issue, vendor part numbers, model numbers, etc., that were entered on-line in the screen titled "REQUISITION ITEM MAINTENANCE" (see Attachment A).
- 5. Upon completion of the above procedural step, the Purchasing Department will, within the guidelines of the County College Contracts Law and Business and Finance procedure 09.03, place the order for goods and/or services with the vendor whose price and service is in the best interest of the college. 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 (JIF) 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 Liability Insurance. This form must be mailed 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 "the County College of Morris and the County of Morris are additional insureds", and will be accompanied by Form 3:17-C/Commercial General Liability (CG 20 10 03 97).

COUNTY COLLEGE OF MORRIS

Business and Finance Division Policies and Procedures Manual

Subject: PURCHASING OF GOODS OR SERVICES

Page: 09.09.03

Date: Rev. 03/28/02

A Purchase Order will be issued when the vendor's insurance has been approved. A hard copy of the Purchase Order must be sent to the vendor because the reverse side states "This order is subject to the following TERMS and CONDITIONS." Section #10 must be checked and Schedule A attached if necessary.

- 6. 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's name, address and social security number. 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. Failure by the initiator to provide an individual's social security number will delay or cancel a PO.
- 7. If a formal contract is part of a purchasing transaction, the contract shall not be signed on behalf of the college by anyone within the department initiating the Purchase Requisition. The unsigned contract shall be forwarded to Purchasing after the Purchase Requisition has been approved. For additional information on contract administration refer to Policy and Procedure 09.10.01.
- 8. The Purchasing Department as a whole is responsible for the follow-up and expediting of purchase orders to ensure their timely receipt. Tracking of specific purchase orders once they have been shipped by the vendor is the primary responsibility of the Senior Warehouse Clerk.
- 9. For information on Receiving of Goods, refer to Policy and Procedure 10.01.01.

SCHEDULE A

INSURANCE REQUIREMENTS FOR VENDORS & SUPPLIERS WORKING ON PREMISES

1. Protection of Persons and Property

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.**

2. 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 in the State of New Jersey, which insurance shall be evidenced by Certificates and/or policies as determined by the County College of Morris. Each Certificate or policy shall require that a thirty-day notice shall be given to the Purchasing Agent of the County College of Morris by registered mail, return receipt requested, if any policy or any individual coverage is altered or cancelled, 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 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 are additional insureds" for this contract.

b) Worker's compensation and Employer's Liability Insurance

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 \$1,000,000, in accordance with New Jersey statute.

c) General Liability

The Contractor shall provide Comprehensive General Liability Insurance with a combined single limit of \$1,000,000/\$3,000,000 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 be 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.

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 or the County of Morris, including its agents and agencies, it being the intention of the parties that the insurance policies so effected shall protect the parties and be primary coverage for any and all losses covered by the above described insurance.

- The insurance companies issuing the policy or policies shall have no recourse against the County College of Morris or 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 3:17-C/Commercial General Liability CG 20 10 03 97, and confirm compliance with indemnification {section 2(f)}.

f) Indemnification

"The contractor/vendor shall indemnify and hold harmless the County College of Morris and the County of Morris, the Board of Chosen Freeholders, their Employees, Agents and Servants from and against any and all losses, penalties, damages, settlements, costs, charges, professional fees (including attorneys' fees) or other expenses or liabilities including 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 to or destruction of tangible property including the loss of the use resulting therefrom, 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.

In any and all claims against the County College of Morris or 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 acts."