

**CENTRAL
CAROLINA**
COMMUNITY
COLLEGE

PROCUREMENT MANUAL

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CONTENTS

1.0	INTRODUCTION	2
2.0	INTEGRITY, ETHICS, AND CONFLICT OF INTEREST	2
2.1.	INTEGRITY	2
2.2.	ETHICAL STANDARDS	2
2.3.	CONFLICT OF INTEREST	3
3.0	RESPONSIBILITY	3
4.0	COMPETITION	3
5.0	PROCUREMENT DELEGATIONS	3
5.1.	GENERAL DELEGATION	3
5.2.	SPECIAL DELEGATIONS	4
5.3.	EXEMPTIONS	4
6.0	PROCUREMENT THRESHOLDS	5
6.1.	SMALL PURCHASES	5
6.2.	INFORMAL PURCHASES	6
6.3.	FORMAL PURCHASES	6
7.0	PROCUREMENT METHODS	6
7.1.	SMALL PURCHASES (Under \$29,000)	6
7.2.	OPEN MARKET SOLICITATIONS (Over \$29,000)	6
7.3.	TERM CONTRACTS	7
7.4.	WAIVER OF COMPETITION	8
7.5.	EMERGENCY PURCHASES	9
7.6.	PRESSING NEED	9
8.0	PURCHASING PREFERENCES	10
8.1.	CORRECTION ENTERPRISES	10
8.2.	NON-PROFIT WORK CENTERS FOR THE BLIND AND THE SEVERELY DISABLED	10
9.0	PURCHASING PROCESS	10
9.1.	REQUISITION	11
9.2.	RECEIVING DOCUMENTS	12
10.0	EQUIPMENT PURCHASES	12
10.1.	EQUIPMENT VS. SUPPLY	13
10.2.	EQUIPMENT TYPES	13
10.3.	INSPECTION	13
11.0	GENERAL INFORMATION	14
11.1.	END-OF-YEAR PLANNING	14
11.2.	DOCUMENTATION AND FILE MAINTENANCE	14
11.3.	STATE FUNDS RESTRICTIONS	14
11.4.	GIFT CARDS	15
11.5.	MODULAR BUILDINGS	15
11.6.	CONSTRUCTION VERSUS STANDARD PURCHASING	15
11.7.	HISTORICALLY UNDERUTILIZED BUSINESSES	15
11.8.	USE OF PURCHASING POWER FOR PRIVATE GAIN	15
11.9.	PURCHASE OF USED ITEMS	16
11.10.	NORTH CAROLINA PRODUCTS	16
11.11.	ENVIRONMENTAL PURCHASING	16
12.0	COMPLIANCE WITH FEDERAL LAW	16

1.0 INTRODUCTION

This Procurement Manual serves as a comprehensive guide for Central Carolina Community College employees involved in purchasing activities. It outlines the policies, procedures, and best practices necessary to ensure compliance with state and federal laws, promote ethical behavior, and achieve the College's operational objectives:

- To promote fair competition and transparency.
- To ensure efficient use of taxpayer funds.
- To comply with the laws and policies established by the State of North Carolina and the Community College System.
- To encourage sustainable and inclusive procurement practices.

This manual applies to all faculty, staff, and administrators involved in the procurement of goods and services, regardless of funding source.

2.0 INTEGRITY, ETHICS, AND CONFLICT OF INTEREST

Integrity and ethics are the foundation of the College's procurement process. Fairness, transparency, and accountability must guide all procurement activities to maintain public trust and support the College's mission. Employees must adhere to these principles, ensuring that decisions are made impartially and with the best interests of the College and the public in mind.

Employees involved in procurement are accountable for adhering to the following ethical guidelines and disclosure requirements. Violations of the ethics or conflict of interest policies may result in corrective action, including disciplinary measures, suspension, or termination.

2.1. INTEGRITY

In public purchasing, the College must uphold fairness, transparency, and impartiality throughout the procurement process. All dealings with vendors, colleagues, and stakeholders must be conducted openly, honestly, and objectively. The procurement process cannot be both effective and self-serving—these objectives are incompatible.

The College is committed to fair and impartial evaluation of products and services, regardless of any individual preferences. All vendors must be given equal and thorough consideration.

Integrity is built on fairness, openness, and impartiality. Even the slightest appearance of impropriety can undermine public confidence in the process and damage the College's reputation, which is difficult to restore.

2.2. ETHICAL STANDARDS

Ethical behavior is critical to the success of the procurement process. The College expects its purchasing personnel to understand and adhere to the highest ethical standards, both in law and in practice. The values of professionalism, respect, and accountability must guide every purchasing decision.

Employees must avoid using public funds for personal gain. This includes refraining from any personal transactions that conflict with College interests. Relationships with vendors must be transparent, and employees must avoid any actions that could be perceived as unethical. For example, accepting gifts, entertainment, or preferential treatment from vendors is strictly prohibited.

It is imperative that any impediments to the procurement process are identified early, and appropriate safeguards are put in place at all levels of involvement, both for College staff and vendors.

2.3. CONFLICT OF INTEREST

A conflict of interest occurs when personal interests or relationships interfere, or appear to interfere, with the objectivity of procurement decisions. Employees must disclose any actual or potential conflicts of interest to the Purchasing Department.

The College does not generally permit purchases from employees or their immediate family members, or businesses in which they have an ownership interest, except under exceptional circumstances. In such cases, prior written approval must be obtained from the College President or their designee. Factors considered when evaluating an exception request include the type of item or service needed, the availability of competition in the market, the cost of the product or service, and the potential impact of doing business with the employee or family member.

If an employee or family member is directly involved in a potential procurement situation, the College must ensure transparency and seek approval before proceeding with any transactions.

3.0 RESPONSIBILITY

Purchasing is a critical function within the College, and personnel involved in the procurement process are required to adhere to the laws and guidelines set forth by the State of North Carolina. Compliance with these laws is mandatory, and failure to do so can result in disciplinary action by the College or the State.

The North Carolina General Statutes (G.S.), the North Carolina Administrative Code (NCAC), and the State Board of Community Colleges Code govern all purchasing policies for community colleges. These regulations must be followed for all purchases of supplies, services, equipment, and materials, regardless of the funding source.

The [North Carolina Procurement Manual](#) provides comprehensive guidelines on State procurement procedures, and should be used along with the [North Carolina Community Colleges Procurement & Auxiliary Services Procedures Manual](#) and the [NCDIT Procurement Policies and Procedures Manual](#) to ensure compliance with best practices and legal requirements.

4.0 COMPETITION

Competition is central to the College's procurement process. A competitive environment ensures that taxpayer dollars are spent wisely, achieving the best value for the College. The State of North Carolina's purchasing program is built on the principle of competition, and it is the responsibility of all College personnel to support and maintain this principle.

Competition should be sought in every procurement action, whether the purchase is large or small. The goal is to ensure that the College gets the best value for its money by obtaining multiple offers or proposals when possible.

5.0 PROCUREMENT DELEGATIONS

Delegations provide dollar thresholds that govern any agency's authority to procure goods and services. The College has the authority to purchase goods valued less than its general delegation without involvement from the Division of Purchase & Contract (P&C). Any goods purchase that exceeds the College's general delegation must be reviewed and approved by P&C unless it is otherwise exempted.

5.1. GENERAL DELEGATION

Community college delegations are set by the State Board of Community Colleges, in consultation with the P&C. The College's general delegation is set at \$50,000.

5.2. SPECIAL DELEGATIONS

Special delegations apply to categories of goods and services that are specifically exempted by the State Purchasing Officer (SPO) from P&C oversight. By special delegation, the SPO may authorize an agency to independently purchase specific commodities, printing, or contractual services without limitation as to the expenditure.

For goods and services governed by a special delegation, purchasing agencies are authorized to make their own purchases, regardless of dollar amount, but competition shall be sought where available. Unless otherwise specified by the SPO, special delegations are subject to all of the following conditions:

- a) All goods and services covered by Statewide Term Contracts (STCs) must be purchased in accordance with the instructions of each contract.
- b) Competition must be solicited, where available. If competition is not available, the reason(s) must be documented in the procurement file.
- c) Agencies are required to issue their own solicitation documents. The solicitation document shall include one of the solicitation templates provided by P&C, including the state's standard terms and conditions and any other consistent contract language issued by the SPO, unless prior approval from the SPO is granted to substitute modified language.
- d) All transactions shall be documented.
- e) Awarding of contracts pursuant to a special delegation shall be the responsibility of the agency's executive officer (agency head).
- f) Any controversial matter arising from a special delegation must be brought to the attention of the SPO.
- g) All bid protests on awards that exceed an agency's general delegation must be handled by the SPO.
- h) Specific delegations may be subject to additional conditions as determined by the SPO. These conditions shall be submitted to the agency in writing.
- i) All contracts expected to exceed \$1 million shall comply with the requirements of G.S. 143-50.1.
- j) P&C shall periodically review all approved special delegations to ascertain the continued suitability for delegation.

5.3. EXEMPTIONS

In addition to special delegations, certain agencies or classes of goods and services may be exempted from P&C involvement.

5.3.1. Administrative Code Exemptions

Rule 01 NCAC 05B. 1601(a) provides a list of goods and services that are not required to be purchased through P&C:

- a) Purchase of liquor
- b) Perishable articles such as fresh meats i. However, 01 NCAC 05B.1601(c) provides that contracts for bakery products and dairy products shall be awarded through P&C if the purchase exceeds an agency's general delegation.
- c) Published books, manuscripts, subscriptions to printed material, packaged copyrighted software products, and like materials
- d) Services provided by individuals by direct employment contracts with the state
- e) Public utility services (gas, water, and electricity)
- f) Telephone and cable services furnished by those companies
- g) Services provided which are subject to published tariff rates as established by the N.C. Utilities Commission
- h) Services which are merely incidental to the purchase of supplies, materials, or equipment such as installation services
- i) Contracts for construction of and structural changes to public buildings

- j) Personal services provided by a professional individual on a temporary or occasional basis using their professional skills to perform a professional task. This includes consultants, doctors, dentists, attorneys, architects, engineers, scientists, performers of the fine arts, and similar professions.

NOTE: Although this language remains in the rule, G.S. 143-48.6 requires that these contracts be handled the same as other service contracts. This exemption is no longer valid.

- k) Services provided directly by an agency of the state, federal or local government, or its employees, when performing the service as a part of its normal governmental function

5.3.2. SPO Approved Exemptions

Currently, the following items are exempted from P&C pursuant to 01 NCAC 05B .1601(b):

- **Repairs (Non-Construction):** Using agencies are authorized to purchase minor repairs from the private sector, regardless of cost.

NOTE: Structural changes made to or in agency buildings shall be handled by the State Construction Office in accordance with the construction statutes and rules applicable to each agency. P&C does not handle these contracts unless otherwise specified.

- **Animals, Poultry, and Fish:** Using agencies are authorized to purchase animals, poultry, and fish.
- **Feed:** Using agencies are authorized to purchase feed, including special ingredients for animals, poultry, and fish.
- **Athletic Apparel:** Using agencies are authorized to purchase athletic apparel. Safety concerns for the athletes should remain within the using agency and its subject matter experts.
- **Aircraft Maintenance:** Using agencies are authorized to purchase aircraft maintenance and repair (*see Repairs (Non-Construction)*) whether unexpected or scheduled. This does not include the purchase of equipment, materials, or supplies for the aircraft that are separate and apart from the maintenance or repair being performed.
- **Playground Equipment (Structures):** Using agencies are authorized to purchase and install playground equipment when handled as a goods purchase versus a construction project.
- **Ready-Mix Concrete:** Using agencies are authorized to purchase ready-mix concrete for a good, not a construction project.

5.3.3. Across-The-Counter Purchases

Purchases of items for “across-the-counter” resale are not handled through P&C. However, all purchases of items for use by the College, even if channeled through bookstores or other internal supply sources are to be in accordance with the rules adopted in this manual.

6.0 PROCUREMENT THRESHOLDS

Procurement thresholds provide dollar thresholds that govern the College’s procurement authority and the methods required to procure goods and services. The total cost of a procurement includes the purchase price, along with shipping, installation, training, and any other related costs (excluding taxes), as well as the cost of any extensions or renewals. **Splitting requisitions to avoid these thresholds is strictly prohibited.**

6.1. SMALL PURCHASES

Small purchases are those that are valued at \$29,000 or less.

- One quote required for purchases up to \$10,000
- Two quotes required for purchases between \$10,001 and \$29,000

6.2. INFORMAL PURCHASES

Informal purchases are those that are valued between the small purchase benchmark of \$29,000 and the agency's general delegation of \$50,000.

- Requires an RFQ be issued to a minimum of three vendors

6.3. FORMAL PURCHASES

Formal purchases are those that are valued above the agency's general delegation of \$50,000.

- Requires open market solicitation via IFB or RFP

7.0 PROCUREMENT METHODS

When the dollar amount of the expenditure is under the College's delegation, the College is authorized to acquire goods and services by purchase, rent, lease, lease purchase or installment purchase, subject to the procedures herein. Once a need is determined by personnel at the College, the employee should submit a requisition through the College's Purchasing Department. The purchase method will usually fall within one of the subsections below.

7.1. SMALL PURCHASES (Under \$29,000)

A Small Purchase is defined as the purchase of goods or services, not covered by a term contract, involving an expenditure of public funds of \$29,000 or less. The awarding of contracts for Small Purchases shall be the responsibility of the College's Purchasing Department.

One quote is required for purchases up to \$10,000; two quotes are required for purchases between \$10,001 and \$29,000. If a second quote cannot be obtained, submit one quote and a Waiver of Competition.

7.1.1. Procurement Card

Procurement Cards (P-Cards) may be used for Small Purchases and shall be used in accordance with the guidelines established in the Procurement Card Manual.

7.2. OPEN MARKET SOLICITATIONS (Over \$29,000)

An open market solicitation is the fair and open solicitation of offers for the purchase of a good or service, not covered by a term contract. Competition shall be reasonable and adequate for the amount of the expenditure and the specific requirement. Further details of the solicitation process can be found in the [North Carolina Procurement Manual](#).

7.2.1. Request for Quote (RFQ)

The RFQ is used for non-advertised procurements. This document contains instructions for vendors, specifications, and terms and conditions. The RFQ may be used to solicit vendor responses pursuant to a waiver of competition, or it may be used for informal purchases that are valued at less than the College's general delegation. An RFQ cannot be used as the basis for award when competitive bidding is required, such as for formal purchases that exceed the College's general delegation. RFQs are issued to the intended vendors, using email, for response.

In general, an RFQ's timeline is flexible since there is no required posting or response time. Timelines within RFQs should account for the complexity of the request.

7.2.2. Invitation for Bid (IFB)

The IFB is a formal, written solicitation document used for seeking competition and obtaining offers for easily defined goods and simple services. This document contains the specifications, instructions to vendors, standard terms and conditions, and any additional information the vendor may need to provide a bid response.

An IFB is typically used with a “lowest price that meets the specifications” evaluation where cost is the most relevant factor, and an in-depth “Best Value” analysis is not needed. IFBs are required to be posted in the NC eProcurement system in order to solicit vendor responses.

In general, an IFB’s timeline is four to six weeks, depending on complexity.

7.2.3. Request for Proposals (RFP)

The RFP is a formal, written solicitation document used for seeking competition and obtaining offers for a solution-based proposal for goods and services, rather than just looking for pricing, as found in an IFB solicitation. This document contains a defined scope of work, instructions to vendors, standard terms and conditions and any additional information the vendor may need to provide a proposal response. The RFP should be used when the College is relying on the vendor to propose a solution that will meet the College’s needs and where price is not the only determining factor for award.

An RFP is typically used with a Best Value trade-off evaluation and must identify the evaluation criteria on which the evaluation will be based. RFPs are required to be posted to the NC eProcurement system in order to solicit vendor responses.

In general, an RFP’s timeline can be six to twelve weeks, depending on its complexity.

7.3. TERM CONTRACTS

A “term contract” is a contract where a vendor agrees to provide goods and services at set prices, for an agreed contract term, and pursuant to specific terms and conditions. Term contracts are designed to serve the needs of all agencies, public schools, universities, community colleges, and certain non-state agencies. The College is required by G.S. 115D-58.5 to purchase supplies, materials, and equipment from the vendors listed on term contracts.

Term contracts can be classified as mandatory or convenience contracts. Where there is a mandatory term contract, the College must purchase from this contract unless exercising the Purchasing Flexibility option.

All goods and services covered by a term contract must be purchased in accordance with instructions for that contract. Some term contracts specify a minimum or maximum quantity or dollar value for each order, so read each contract carefully prior to ordering.

The College can take advantage of three types of term contracts that have been established by the State and its agencies:

- [Statewide Term Contracts](#)
- [NCCCS Agency Specific Term Contracts](#)
- [Statewide IT Term Contracts](#)

7.3.1. Purchasing Flexibility

Per G.S. 115D-58.14, the College may purchase items that are available on a STC from other non-certified sources under the following conditions:

1. Items are substantially similar in quality, service, and performance to those available on the STC.
2. The total cost, including delivery, is lower than the STC price.
3. The cost of the purchase does not exceed the College’s purchasing delegation.

The requester must note in the requisition comments that they are utilizing Purchasing Flexibility, along with the STC number, alternate vendor name, STC and alternate price, and total savings.

The College must keep a detailed record of all purchases made from non-certified sources and submit an annual report to P&C by February 1 for the prior year’s purchases.

7.4. WAIVER OF COMPETITION

One of the basic principles of public purchasing is to obtain competition by soliciting multiple responses whenever possible. However, there are instances when competition may be waived. Competition for goods and services may be waived if deemed to be in the public interest by the SCIO, SPO, or the College President or their designee, if the expenditure is valued less than the College's general delegation.

Requisitions that exceed the Small Purchase threshold that are not fully competitive must be accompanied by justification for waiver of competition that explains why the specified product and/or source is singularly able to meet the College's needs and why no other product or source can do so. If the procurement is over the College's delegation, a request for waiver shall be submitted to the appropriate agency for consideration.

7.4.1. Justification

The justification for waiver of competition is not a specific form. It is a memo that sets out the justification for the waiver of competition prior to purchase. The memo should be written in collaboration between the end user and the Purchasing Department. The justification will be placed in the contract file and submitted to the appropriate agency for approval, if applicable.

7.4.2. Waiver of Competition Conditions

The College may waive competition where:

- Performance or price competition is not available
- A needed product or service is available from only one source of supply
- Emergency action is indicated
- Competition has been solicited but no satisfactory offers received
- Standardization or compatibility is the overriding consideration
- A donation predicates the source of supply
- Personal or particular professional services are required
- A particular medical product or service, or prosthetic appliance is needed
- A good or service is needed for the blind or severely disabled and there are overriding considerations for its use
- Additional products or services are needed to complete an ongoing job or task
- Products are bought for "over the counter" resale
- A particular product or service is desired for educational, training, experimental, developmental or research work
- Equipment is already installed, connected and in service, and it is determined advantageous to purchase it
- Goods are subject to rapid price fluctuation or immediate acceptance
- There is evidence of resale price maintenance or other control of prices, lawful or unlawful, or collusion on the part of companies which thwarts normal competitive procedures
- The amount of the purchase is too small to justify soliciting competition or a purchase is being made and a satisfactory price is available from a previous contract
- The requirement is for an authorized cooperative project with another governmental unit(s) or a charitable non-profit organization(s)
- Used good(s) is available on short notice and subject to prior sale

7.4.3. Sole Source Vendors

When a purchasing need can only be met by an item or service that is available from only one known source of supply, the vendor is referred to as a sole source vendor. Please note that if a manufacturer has multiple resellers, the item

cannot be considered a sole source item. Similarly, if a need can be met through multiple types of products or services, the product or service cannot be considered a sole source item. If competition is available, it must be sought.

The following are examples of sole source vendors:

- A new computer software company sells software that they developed and that can only be purchased from them; further, no other computer software can meet the identified needs of the purchasing department.
- A piece of equipment owned by the College breaks down and the required parts and repair service can only be obtained from one company authorized by the manufacturer to sell and service in this state/country.

Any knowledge of or justification for using a sole source vendor must be noted on the requisition for consideration by the Purchasing Department. If technical specifications are the justification, note them in detail for comparison to existing products and sources. If possible, attach the following documentation to the requisition:

- Quote
- Sole source letter from manufacturer on vendor letterhead, signed, and dated
- Descriptive literature
- Photographs
- Diagrams
- Technical data, etc.

7.5. EMERGENCY PURCHASES

An emergency is a situation that endangers lives, property, or causes the immediate discontinuation of a vital program such as those essential for health and safety and which can be rectified only by immediate on-the-spot purchase, or rental, of goods or services (01 NCAC 05B .1602).

In an emergency, agencies should negotiate with potential vendors in an effort to acquire the quality of good or service needed at the best possible price, delivery, terms and conditions. A solicitation document requesting or inviting an offer shall be issued, including standard terms and conditions, unless circumstances prohibit their use.

When an emergency action is necessary and the expenditure exceeds the agency's general delegation, prior verbal approval should be obtained from P&C, if time permits.

Subsequently, whether or not prior approval was possible, an explanation of the emergency purchase shall be reported in writing to P&C if the expenditure is over the agency's general delegation. If under the agency's general delegation, documentation shall be included in the agency's procurement file.

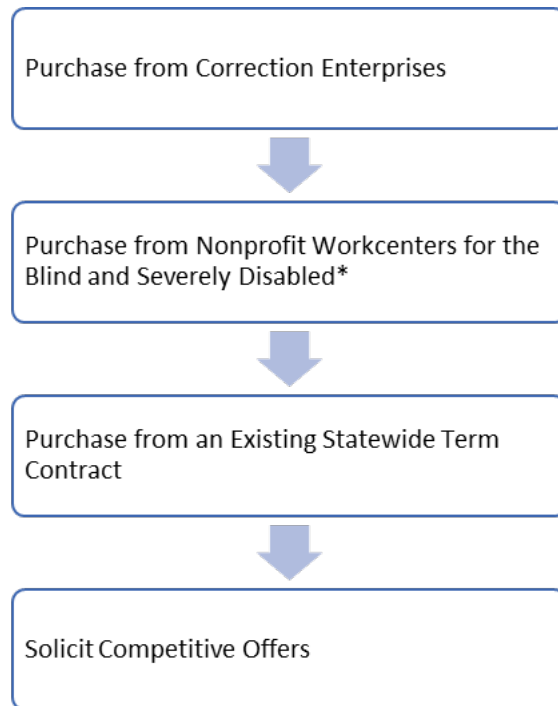
7.6. PRESSING NEED

A pressing need is one arising from unforeseen causes including, but not limited to, delay by contractors, delay in transportation, breakdown in machinery, or unanticipated volume of work. Lack of reasonable forethought or planning is not justification for a pressing need (G.S. 143-57 and 01 NCAC 05B .1602).

When pressing need action is necessary, and the expenditure is over the agency's benchmark or general delegation, prior verbal approval shall be obtained from P&C, if time permits. Circumstances demonstrating the pressing need must be described in the request. Subsequently, whether or not such prior approval was possible, if the expenditure is over the agency's delegation, an explanation of the pressing need purchase shall be reported in writing to P&C. If under the agency's delegation, documentation shall be included in the agency's procurement file.

Agencies should negotiate with potential vendors in an effort to acquire the quality of good or service needed at the best possible price, delivery, terms and conditions. A solicitation document requesting or inviting an offer shall be issued, including standard language, and terms and conditions issued by P&C, unless circumstances prohibit their use.

8.0 PURCHASING PREFERENCES



*Unless otherwise covered under any other current STC

8.1. CORRECTION ENTERPRISES

Pursuant to G.S. 148-134, all community colleges shall give preference to products made by Correction Enterprises, which are manufactured or produced within the state prison system and offered for sale to state entities by the Department of Public Safety. This preference is provided for all procurement dollar thresholds.

Products available from the private sector, that are also offered by Correction Enterprises, shall be purchased from the private sector only when it is determined that the Correction Enterprises product will not satisfy the standard specifications or the reasonable requirements of the entity or the goods will not be available when needed. The procurement file should contain documentation from Correction Enterprises stating that the item(s) cannot be supplied. Competitive bidding shall not apply to goods available from Correction Enterprises.

8.2. NON-PROFIT WORK CENTERS FOR THE BLIND AND THE SEVERELY DISABLED

Where needed goods or services are not available from Correction Enterprises, state entities must determine whether those items can be supplied pursuant to the STC established with the Non-Profit Work Centers for the Blind and the Severely Disabled. G.S. 143-48.2 requires state entities purchase from this STC so long as:

- The purchase of goods does not exceed the College's delegation,
- The goods or services are not available under a term contract,
- The goods are not available from Correction Enterprises,
- The goods or services are of suitable price and quality, as determined by the College.

9.0 PURCHASING PROCESS

A Purchase Order (PO) is required before a purchase is made or receipt of any goods and/or services is made. The College is not responsible for payment of any purchases obtained without prior authorization. **Employees purchasing any material without prior authorization from the Purchasing Department will be held responsible for payment of such purchases.** If an emergency purchase is needed, please contact the Purchasing Department.

To request the issuance of a PO, employees must complete a Requisition Form and submit to the Purchasing Department through the supervisory channels. Office supplies available in the Supply Store may be requisitioned using a Supply Store Requisition Form. These forms are available through Etrieve Forms, accessible through the CCCC Portal.

9.1. REQUISITION

Employees are not authorized to place orders directly with vendors unless they are an authorized P-Card user. Employees may only obtain quotes from vendors and submit requisitions with quotes attached to the Purchasing Department, which will place the order on behalf of the College to ensure compliance with State and College policies.

- Employee determines a need for product/service.
- Employee obtains product/service information and/or quotes from vendors.
- Employee prepares and submits an Etrieve Requisition to their Supervisor for approval.
 - Depending on the type, complexity, and estimated cost, the following documents may also be required as attachments to the requisition: Quotes from vendors, Specifications, Statement of Work, Vendor Contracts/Agreements with terms and conditions, Request to Waive Competition
- At a minimum, the departmental Budget Manager must approve the requisition. Other signatures may be required depending on the type of purchase and estimated cost. The Requisition will be sent to the Purchasing Department after the final approval.
 - Purchases over \$500: Vice President
 - Purchases over \$5,000: CFO
 - Equipment: Controller
 - IT-related equipment or software: IT Department
 - Grant-funded: VP over grants
- The Purchasing Department will evaluate the employee's requisition and accompanying documents to determine the most appropriate method of procurement.
- The Purchasing Department will contact the employee if additional information or documentation is required to process the requisition.

9.1.1. Blanket Purchase Orders

A Blanket Purchase Order (BPO) is the preferred method for placing orders which will require multiple payments over a period of time. A BPO should be issued when:

- The goods or services are reoccurring purchases.
- The order involves variable dollar amounts and/or quantities.
- The goods or services on an order may change over time.
- The maximum order amount may need to be adjusted over time.
- The order has specific contract start and end dates.

Best practices for BPO are as follows:

- All BPOs must have a start date and an expiration date. Most, if not all, BPOs will be closed permanently several weeks prior to June 30 to enable closing of accounts prior to fiscal year end.
- All BPOs should list names of employees eligible to make purchases, as well as the corresponding GL code for each employee to be used for billing.
- All BPOs should have a not to exceed amount for each order against the blanket. For example, "No invoice to exceed \$750" should be so stated on blanket order.
- Receiving is mandatory for BPOs. Users must confirm goods or services are received in good condition, and process the receipt to allow invoices to be paid.

9.1.2. Technology Orders

All IT-related purchases must be approved by the IT Department before the Purchasing Department will authorize the purchase.

- IT will act as consultants on the appropriate hardware or software when making a purchase.
- Purchases of software must be coordinated through IT personnel for the purpose of centrally maintaining software licenses and an updated database for all software.
- Purchase of laptops, desktops, printers, and other computer peripherals must be approved by IT personnel.

9.1.3. Advertising Materials

All advertising purchases should be approved by the College's Marketing Department prior to submission of a requisition.

9.1.4. Solicitations

For purchases that require solicitation, an Etrieve Requisition should be submitted listing all specifications, required delivery, and any other pertinent facts. After departmental approvals, the Purchasing Department will work with the requestor to complete the solicitation process.

When creating specifications for bid documents, the requestor must be very clear in their requirements. In order for a requirement to be mandatory, the terms "shall", "must", and "will" should be used. Vendors who respond to a solicitation and fail to meet these requirements may be disqualified or be deemed non-responsive.

The requestor and Purchasing Department will work together to evaluate all submissions to ensure they meet all specifications outlined in the solicitation before awarding a contract.

9.2. RECEIVING DOCUMENTS

The requestor will receive the Initiator Copy of the Purchase Order after the order is issued to the vendor. Upon receipt of the ordered items, the requestor must verify the received items match the ordered items. The packing slip must be noted with the date and quantity of items received and signed before submission to the A/P Purchasing Specialist in the Purchasing Department. If no packing slip is received, a copy of the Purchase Order may be used in place of the packing slip. Contact the Purchasing Department if an item is damaged or missing.

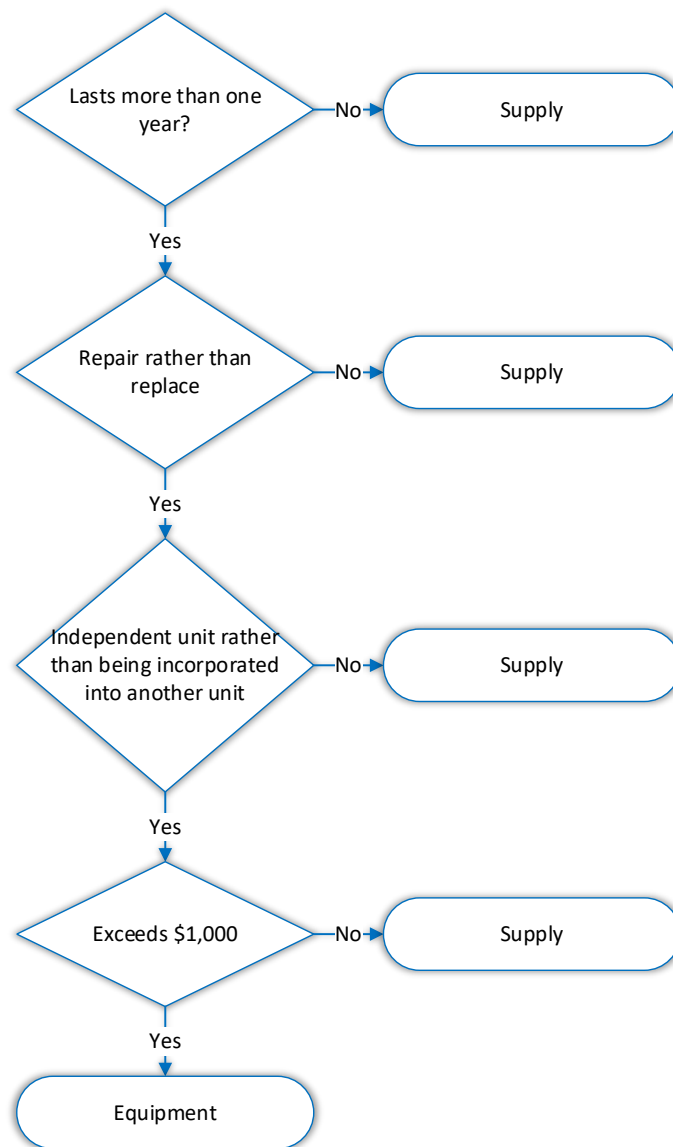
Original invoices sent to the end user must be forwarded to accountspayable@cccc.edu immediately upon receipt. Invoices must be "ok to pay" before processing for payment. Delays in this process will cause unnecessary delays in payment to vendor.

10.0 EQUIPMENT PURCHASES

In general, equipment includes non-consumable items that have an extended useful life. These items retain their original shape and appearance with use and do not lose their identity through the incorporation into a different or more complex unit or substance.

When purchasing equipment, the end user must coordinate the request with Maintenance using the Project Approval Etrieve Form if the purchase relates in any way to utilities. This may include gas, electricity, water, networking, etc. The Project Approval form must be approved before equipment is ordered. There may be additional costs involved in the purchase for additional utility service. Maintenance and IT will determine if such service now exists or if it is to be installed, the lead time required, additional costs and any other procedures that need to be followed.

10.1. EQUIPMENT VS. SUPPLY



10.2. EQUIPMENT TYPES

Capitalized Assets: Assets with a cost equal to or greater than \$5,000 and a useful life of two or more years. These assets must be capitalized and entered on the College’s capital asset inventory system. Capitalized equipment will be tagged and a physical inventory must be taken at least once a year.

Non-Capitalized Assets: Assets costing below \$5,000 that are non-consumable and have an extended useful life. Non-Capitalized Equipment is purchased using the expense object code 555100.

Non-Capitalized “High Risk” Assets: The System Office has designated the following equipment as high risk: data processing and networking equipment, servers, computers, laptops, portable projectors, iPads and other tablets, and firearms. Equipment that is considered high risk must be purchased using the expense object code 555200. These assets will be tagged and inventoried at least every 3 years.

10.3. INSPECTION

In general, it is the responsibility of the College to inspect all materials, supplies, and equipment upon delivery to ensure compliance with the contract requirements and specifications. However, certain commodities require a comprehensive inspection known as a Quality Acceptance Inspection (QAI).

Community Colleges have the option of utilizing the services of the NCCCS Quality Acceptance Inspector to complete their QAI. The [QAI website](#) provides details about the inspection process and provides a list of equipment require a QAI PRIOR to release of final payment.

The College shall include a statement calling for a QAI in the solicitation document and the Purchase Order.

After an inspection, and when it is determined to be advantageous, the College may authorize revisions to a contract specification, including any cost adjustment associated with any such revision, as part of contract administration. If an increase in cost results in the total contract value being more than a College's delegation, then prior approval from P&C is required.

11.0 GENERAL INFORMATION

11.1. END-OF-YEAR PLANNING

In order to meet the needs of the entire College, all requests for the current fiscal year should be submitted, approved, and purchased no later than April 1 of the given year. This will allow for delivery and payment during the current fiscal year. Only emergency requests and purchases for Maintenance will be allowed after the specified date.

11.2. DOCUMENTATION AND FILE MAINTENANCE

All purchasing records shall be maintained in accordance with the most recent [Records Retention & Disposition Schedule](#) as published by the North Carolina Department of Natural and Cultural Resources and the North Carolina Community College System. Each file shall be identified individually so it can be readily located and referenced either through the NC eProcurement system, Etrieve, or hard copy files.

All purchase transactions shall be documented, with each file containing, as applicable, the following:

- Original offers, if in writing, or written documentation of verbal offers received
- Reasons for award or cancellation
- Worksheets/evaluations
- Vendor list, if used
- Written justification for waiver or emergency purchase
- Tabulation of offers received
- Copy of purchase order
- Related correspondence
- Reason(s) for receiving only one offer in response to a solicitation
- Negotiated contracts
- Reasons for not accepting technical proposals

After award of contract, all material in the file, except confidential information, shall be public record.

11.3. STATE FUNDS RESTRICTIONS

The following items cannot be purchased using state funds:

- Greeting cards or postage to mail them
- Membership dues for individuals
- Refreshments (coffee, cream, sugar, stirrers, cups, bottled water, coffee service, candy, donuts, drinks, etc.)
- Office decorations, plants/flowers, lamps
- Personal appliances – space heaters, coffee makers, microwaves
- Alcoholic Beverages
- Anything related to Athletics

11.4. GIFT CARDS

Departments may **not** use funds from the College, Foundation, or any other source of funds to purchase retail gift cards/debit cards to distribute to full or part-time employees.

IRS regulations consider gift cards/debit cards to be a cash equivalent with a requirement to be added to an employee's W-2 earnings as taxable income. Due to the expense and complexities involved with tracking and monitoring any additions to an employee's W-2, the College does not allow the purchase and distribution of retail gift cards/debit cards to employees.

11.5. MODULAR BUILDINGS

The Division of Purchase and Contract, the Office of State Construction, and the Department of Community Colleges have worked in conjunction with one another to establish procedures for the purchase of modular buildings. Please contact the Purchasing Department if you are interested in procuring a modular building.

11.6. CONSTRUCTION VERSUS STANDARD PURCHASING

The College shall review the items being included in a construction/renovation project and remove any items that they consider non-related to the actual construction/renovation of the building. Items that are considered commodities or furnishings, to complete the project for use shall be handled in accordance with the normal purchasing rules. Items that are usually removed from construction/renovation projects include office panel systems, food service equipment, and furniture. If the College determines that one of these items, or any item that is normally handled as a commodity purchase, is best suited for inclusion in the construction/renovation project, justification shall be documented in writing for public record.

11.7. HISTORICALLY UNDERUTILIZED BUSINESSES

A Historically Underutilized Business (HUB) is a business which is majority owned or managed by one or more minority persons, women or disabled persons. The College actively promotes the inclusion of HUB vendors in all procurement activities to increase diversity and foster equitable opportunities for historically disadvantaged businesses. The College's objective is to increase purchases from HUB vendors to at least 10 percent of our purchases of goods and services. To increase HUB participation, the College should proactively reach out to HUB vendors by engaging with HUB directories and attending vendor fairs, include HUB vendors in all competitive solicitations, and prioritize vendors that make efforts to engage HUB suppliers.

The College must submit a report detailing HUB utilization to the State on a quarterly basis.

11.8. USE OF PURCHASING POWER FOR PRIVATE GAIN

The purchasing power of the state or its agencies shall not be used for private advantage or gain. Purchases under contracts made by the State or the College shall not be allowed for personal use or ownership by an employee or other individuals (G.S. 143-58.1(a)). Violation of this provision is a Class 1 misdemeanor per G.S. 143-58.1(b).

However, there are two exceptions provided by G.S. 143-58.1(b):

- The agency through which the property or services are procured had theretofore established policies and procedures permitting such purchases or procurement by a class or classes of persons in order to provide for the mutual benefit of such persons and the College involved, or the public benefit or convenience
- Such policies and procedures, including any reimbursement policies, are complied with by the person permitted thereunder to use the purchasing or procurement procedures.

11.9. PURCHASE OF USED ITEMS

If it appears that the acquisition of used equipment, materials or supplies is in the public interest, competitive procedures shall be followed wherever feasible. When a used item is available on short notice, a waiver of competition or emergency action may be justified.

The solicitation document may or may not include a request for prices on like new products, but in either case, acquisition may be made on the basis of that which is considered most advantageous for the intended purpose. Confirmation should be made that the price of the used equipment is reasonable with respect to its age, condition and the price of new equipment, and should be included in the permanent file.

11.10. NORTH CAROLINA PRODUCTS

Where quality and availability allow, specifications are to be based on products grown or manufactured in North Carolina. This special interest in North Carolina products is intended to encourage and promote their use, but is not exercised to the exclusion of other products or to prevent fair and open competition.

11.11. ENVIRONMENTAL PURCHASING

North Carolina state agencies have an environmental and legislative responsibility to purchase recycled content and environmentally preferable products and services (Executive Order No. 156 and G.S. 143). Environmentally preferable products and services are those that are less detrimental to the environment and human health than competing products and services. The College is committed to the use and purchase of such products and services.

12.0 COMPLIANCE WITH FEDERAL LAW

Contracts funded with federal grant or loan funds must be procured in a manner that conforms with all applicable Federal laws, policies, and standards, including those under the Uniform Guidance (2 C.F.R. Part 200).

All contractors shall be subject to a SAM search run by a member of the College's Purchasing Department, with the results of each SAM search saved in the respective contract's folder or directory.

All contracts funded using federal dollars and exceeding the Small Purchase threshold as established by P&C shall include:

- 1) a statement certifying that it and its principals are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal or State department or agency,
- 2) that it shall extend the same requirements downstream to any lower tier covered transaction it enters into, and
- 3) the contractual provisions outlined below.

FEDERAL FUNDS PROVISIONS

- a) **No governmental non-competes.** Vendor shall not impose or enforce any non-competition agreement upon the employees included in Vendor's bid that would prevent those employees from accepting any offer of employment from the State of North Carolina outside of the first Term of the Contract. By executing this Contract, the Vendor affirms this condition. This affirmation is a material condition for the State's award of any work under this Contract.
- b) **Program Monitoring.** Vendor agrees to assist and cooperate with the Federal grantor or funding agency and the relevant Purchasing Agency or their duly designated representatives in the monitoring of the project or projects to which this Contract relates, and to provide in form and manner approved by the Purchasing Agency such monitoring reports, progress reports, and the like as may be required and to provide such reports at the times specified.
- c) **Remedies and Termination.** For purposes of this section the State Remedies and Termination provisions above apply

as written.

d) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708).

Compliance with the Contract Work Hours and Safety Standards Act.

- 1) **Overtime requirements.** No Vendor or subcontractor contracting for any part of the Contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
- 2) **Violation; liability for unpaid wages; liquidated damages.** In the event of any violation of the clause set forth in 29 C.F.R. §5.5(b)(1) the Vendor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such Vendor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in 29 C.F.R. §5.5(b)(1), in the sum of \$26 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in 29 C.F.R. §5.5(b)(1).
- 3) **Withholding for unpaid wages and liquidated damages.** The Purchasing Agency shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Vendor or subcontractor under any such contract or any other Federal contract with the same prime Vendor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime Vendor, such sums as may be determined to be necessary to satisfy any liabilities of such Vendor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in 29 C.F.R. §5.5(b)(2).
- 4) **Subcontracts.** The Vendor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of 29 C.F.R. §5.5 and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime Vendor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in 29 C.F.R. §5.5(b)(2) through (4).

e) CLEAN AIR ACT AND THE FEDERAL WATER POLLUTION CONTROL ACT.

Clean Air Act

- 1) The Vendor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
- 2) The Vendor agrees to report each violation to the Purchasing Agency and understands and agrees that the Purchasing Agency will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
- 3) The Vendor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance.

Federal Water Pollution Control Act

- 1) The Vendor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
- 2) The Vendor agrees to report each violation to the Purchasing Agency and understands and agrees that the Purchasing Agency will, in turn, report each violation as required to assure notification to the federal agency providing funds hereunder, and the appropriate Environmental Protection Agency Regional Office.
- 3) The Vendor agrees that these requirements will be included in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance.

f) Debarment and Suspension.

- i. This Contract, if federal funding is used, is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the Vendor is required to verify that none of the Vendor's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
- ii. The Vendor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
- iii. This certification is a material representation of fact relied upon by a federal agency providing federal funds herein and the Purchasing Agency. If it is later determined that the Vendor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to federal agency providing federal funds herein and the Purchasing Agency, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
- iv. The Vendor agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of the Contract resulting from a relevant solicitation herein. The Vendor further agrees to include a provision requiring such compliance in its lower tier covered transactions.

g) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) (as Amended).

To the extent applicable, Vendors that apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal Contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

Required Certification. If applicable, Vendors must sign and submit to the Purchasing Agency the certification. See the latest version of "Certification for Contracts, Grants, Loans, and Cooperative Agreements" on [NC DOA Vendor Forms](#).

h) Procurement of Recovered Materials.

- i. Unless specified otherwise in the Contract, in the performance of this Contract, the Vendor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired:
 1. Competitively within a timeframe providing for compliance with the Contract performance schedule;
 2. Meeting Contract performance requirements; or
 3. At a reasonable price.
- ii. Information about this requirement, along with the list of EPA designated items, is available at EPA's [Comprehensive Procurement Guidelines web site](#).
- iii. The Vendor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act."

i) Access to Records. In addition to the North Carolina General Contract Terms & Conditions section entitled "**ACCESS TO PERSONS AND RECORDS**" included in this Contract, the following access to records requirements apply to this Contract:

- i. The Vendor agrees to provide the Purchasing Agency, the Administrator of the federal agency providing funds hereunder, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Vendor which are directly pertinent to this Contract for the purposes of making audits, examinations, excerpts, and transcriptions.

- ii. The Vendor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
 - iii. The Vendor agrees to provide the Administrator of the federal agency providing funds hereunder or his authorized representative access to construction or other work sites pertaining to the work being completed under the Contract.
 - iv. In compliance with the Disaster Recovery Act of 2018, the Purchasing Agency and the Vendor acknowledge and agree that no language in this Contract is intended to prohibit audits or internal reviews by the Administrator of the federal agency providing funds hereunder or the Comptroller General of the United States.
- j) **Modifications to Contract.** Modifications to the Contract are governed by the North Carolina General Contract Terms & Conditions section above entitled "**AMENDMENTS**," except as approval and signature by any federal official may also be required.
- k) **Records Retention.** All records required to be kept on the project shall be maintained for at least five (5) years after final payments and until all other pending matters under the grant for this project have been closed. However, if any audit, litigation or other action arising out of or related in any way to this project is commenced before the end of the five (5) year period, the records shall be retained for one (1) year after all issues arising out of the action are finally resolved or until the end of the five (5) year period, whichever is later.
- l) **Energy Efficiency.** All participants in the projects funded hereby shall recognize mandatory standards and policies relating to energy efficiency, which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (PL 94-163).
- m) **Program Fraud and False or Fraudulent Statements or Related Acts.** Vendor acknowledges that 31 U.S.C. Chapter 38 (Administrative Remedies for False Claims and Statements) applies to its actions pertaining to the Contract.
- n) **No Obligation by Federal Government.** The Federal Government is not a party to this Contract and is not subject to any obligations or liabilities to the non-Federal entity, Vendor, or any other party pertaining to any matter resulting from the Contract.
- o) **Compliance with Federal Law, Regulations, and Executive Orders.** This is an acknowledgement that federal financial assistance will be used to fund all or a portion of the Contract. The Vendor will comply with all applicable Federal law, regulations, executive orders, the policies of the federal agency(ies) providing funding, procedures, and directives.
- p) **Federal Seals, Logos, and Flags.** In addition to the prohibitions of the North Carolina General Contract Terms & Conditions section above entitled "**ADVERTISING**," the Vendor shall not use the seal(s), logos, crests, or reproductions of flags of a federal agency providing funding herein, or likenesses of federal agency officials without specific pre-approval of the relevant federal agency.
- q) **System for Awards Management.** Vendor shall be responsible to ensure that it has checked the federal [System for Awards Management](#) (SAM) and the [State Debarred Vendors Listing](#), to verify that Contractors or sub-Recipients have not been suspended or debarred from doing business with federal or State government.