

## **202-06 CONTRACTS, AGREEMENTS, AND IGAS–PROCEDURE**

### **1. PURPOSE**

This procedure is designed so faculty and staff can distinguish between the various types of contracts, agreements and intergovernmental agreements (IGAs) and to establish signature authority.

### **2. PROCEDURE**

#### **Definitions**

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

*Intergovernmental Agreement (IGA):* Is any agreement that involves or is made between two or more government agencies in cooperation to solve problems of mutual concern.

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

#### **1. Cooperative and Joint Procurements**

- a. The District is authorized to utilize various cooperative and joint purchase contracts for the procurement of goods, equipment and services.
- b. The agreements are negotiated on behalf of groups of educational institutions or government subdivisions. Some of these groups require membership in order to access these contracts, while other are purely voluntary and are available to all political subdivisions.
- c. It is the intent of the District to support these contracts whenever possible. This includes assisting in the development and bidding phases as well as in reporting compliance within the contracts. The District however, reserves the right to obtain the best possible price and quality even if it means not utilizing these contracts.
- d. The District also encourages bidding cooperatively to allow other agencies, districts, and government sub-divisions to access certain District contracts. The responsibility for placing orders, expediting, problem resolution, and payment shall remain with the organization that accesses the District contract.

#### **2. Service and Maintenance Contracts**

- a. Service and Maintenance Contracts less than \$10,000
  - i. The Director of Purchasing and Auxiliary Services shall sign all service and maintenance contracts on behalf of the District that total less than \$10,000 (in a fiscal year) and shall be forwarded to the provider with a purchase order.
- b. Service and Maintenance Contracts from \$10,000 to under \$50,000
  - ii. The Executive Vice President or those designated by the Executive Vice President, shall sign all service and maintenance contracts on behalf of the District that total from \$10,000 to under \$50,000 (in a fiscal year) and shall be forwarded to the provider with a purchase order.

- c. Service and Maintenance Contracts \$50,000 to under \$100,000
  - iii. The President or those designated by the President, shall sign all service and maintenance contracts on behalf of the District that total \$50,000 or more (in a fiscal year) and shall be forwarded to the provider with a purchase order.
- d. Service and Maintenance Contracts \$100,000 or more
  - iv. Contracts of \$100,000 (in a fiscal year) or more shall require District Governing Board approval.

3. Requisitions for Service and Maintenance Contracts

- a. Requisitions for all maintenance contracts (computers, copiers, etc.) should be submitted to the Purchasing Department at least 30 days prior to the contract expiration date. All requisitions must contain the equipment's inventory tag number, brand name, model name or number, serial number and location.
- b. If an item is covered by a warranty or service contract, it is the responsibility of the user department to call the manufacturer or service company. A requisition for repair is not necessary when the equipment has a service contract.
- c. If the item is not covered by warranty or a service contract, a Purchase Requisition for the repair must be submitted which should include the make, model, inventory tag number and location of the item.
- d. Once a purchase order has been generated, the user department may then make arrangements with the service company to perform repairs or maintenance. When service has been completed and the user department is presented with a repair slip or invoice, the slip must be signed, dated, ensure the PO number is identified and all documentation forwarded immediately to the receiving department.

4. Standard Contracts, Agreements and Leases

- a. Standard Contracts, Agreements & Leases less than \$10,000: The Director of Purchasing and Auxiliary Services shall sign all contracts, agreements, leases, lease purchases or rental agreements on behalf of the District that total less than \$10,000 and shall be forwarded to the provider with a purchase order.
- b. Standard Contracts, Agreements & Leases from \$10,000 to under \$50,000: The Executive Vice President or those designated by the Executive Vice President, shall sign all contracts (excluding purchase orders), agreements, leases, lease purchases or rental agreements on behalf of the District that total from \$10,000 to under \$50,000 and shall be forwarded to the provider with a purchase order.
- b. Standard Contracts, Agreements & Leases \$50,000 to under \$100,000: The President or those designated by the President, shall sign all contracts (excluding purchase orders), agreements, leases, lease purchases or rental agreements on behalf of the District that total \$50,000 or more and shall be forwarded to the provider with a purchase order.
- d. Standard Contracts, Agreements & Leases \$100,000 or more: These agreements of \$100,000 or more shall require approval by the District Governing Board.

5. State Contracts

- a. Contracts established by the State Procurement Office, for the procurement for certain supplies and equipment, are available for the District to use. These contracts will be used when they are in the best interest of the District.
- b. The purchase of items from State Contracts does not require additional competitive

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

### **3. BACKGROUND**

1. References: A.R.S. §: 41-2632, 41-2633
2. Revision history: 10/25/2019 (new)
3. Legal review: none (the contents of this procedure are substantially from state laws and procurement codes)
4. Sponsor: Purchasing and Auxiliary Services

Adopted by Executive Leadership Council: 10/28/2019

**COCONINO COMMUNITY COLLEGE**