



Village of Ruidoso

Procurement Policies & Procedures Manual

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SECTION I: GENERAL PROVISIONS

1. OBJECTIVE

These policies and procedures are developed to ensure consistent and effective procurement activities for the purchasing office, departments, personnel, individuals, or other users authorized to make purchases from public funds budgeted, controlled by, or otherwise under the supervision of the Village of Ruidoso (the Village).

This Procurement Policies and Procedures Manual replaces (supersedes) any and all previous Village procurement policies whether written or oral. Should any provisions in this manual be found to be invalid and unenforceable, such findings do not invalidate the entire manual, but only that particular provision.

The purpose of this Procurement Policies and Procedures Manual is to provide for the fair and equitable treatment of all persons involved in public procurement, to maximize the purchasing value of public funds and to provide safeguards in order to provide a procurement system of quality and integrity (§ 13-1-29 NMSA 1978).

2. ADMINISTRATION

The responsibility for administration of the provisions of this policy shall be under the Finance Director. The Purchasing Agent shall be responsible for having the knowledge to ensure that all provisions of this policy and all other purchasing concerns and activities of the Village are appropriate and consistent with the most current generally accepted purchasing techniques and all provisions of the law. In addition, the purchasing agent shall be registered with the New Mexico General Services Department as a Certified Procurement Officer (CPO).

3. SCOPE

Except for expenditures exempt from state statutes (i.e., utilities, books and periodicals, travel, advertising, etc.), this procurement policy applies to every expenditure by the Village for the procurement of items of tangible property, services, and construction (§13-1-28 to §13-1-199 NMSA 1978, 1997 Repl.).

4. CONSISTENCY WITH STATE PROCUREMENT CODE

The provisions of this policy are subject to change. Where this policy or any revision of this policy is inconsistent with the State Procurement Code or Statutes, the State Code, and Statutes shall prevail.

5. PURCHASES USING FEDERAL FUNDS

When a procurement involves the expenditure of federal funds, the procurement shall be conducted in accordance with mandatory applicable federal law and regulations. Any purchases made using federal funds must comply with the terms and conditions of the federal grant agreement and any related documents and all applicable federal regulations, especially 2 CFR § 200.317 through §200.329. When mandatory applicable federal law or regulations are inconsistent with the provisions of the Procurement Code, compliance with federal law or regulations shall be compliance with the Procurement Code (§13-1-30 NMSA 1978).

6. DISTRIBUTION

All purchase users shall be given a copy of this policy and any revisions and notified of the effective date.

7. PURCHASING AGENT AND CENTRALIZED PURCHASING

The Purchasing Department is the general term for the individuals designated by the Village Manager to fulfill the responsibility and functions of this policy. The primary objective of the Purchasing Department is to provide timely and responsive support to Village Departments. The primary functions of the Purchasing Department are:

- > Audit all purchase requisitions and issue purchase orders.
- > Provide guidance and training to user departments on procurement code.
- > Formulate procedures and recommend policy changes concerning purchasing.

8. POLICY RESOLUTIONS

Any amendment of this policy shall be executed by resolution and approved by the Village's Governing Body.

9. PERSONAL USE PROHIBITED

Employees are prohibited from making any purchases for the purpose of personal or private use.

10. CIVIL PENALTIES

Persons knowingly violating the State Procurement Code, State Statutes, or this policy may be subjected to a fourth-degree felony if the transaction involves more \$50K, a misdemeanor if the transaction is \$50K or less as per New Mexico State Statutes (§13-1-199 NMSA 1978). To be a violation, there must be a "willful" violation of the Code. In addition, persons violating this policy, State Statutes, or violation of the State Procurement Code may be subject to disciplinary action up to and including termination of employment by the Village (§13-1-196 NMSA 1978).

11. UNLAWFUL PARTICIPATION

It is unlawful for any local public body employee, as defined in the Procurement Code (§13-1-28 to §13-1-199 NMSA 1978), to participate directly or indirectly in a procurement when the employee knows that the employee or any member of the employee's immediate family has a financial interest in the business seeking or obtaining a contract (§13-1-190 NMSA 1978).

SECTION II: AUTHORITY TO PURCHASE

1. DEFINITION OF A PURCHASE

For the purpose of this policy a purchase includes the execution of any expense to be made from Village funds.

2. USER AUTHORITY AND RESPONSIBILITY

Purchasing authority is limited to individuals authorized by the Department Director and/or Manager. Individuals will obtain purchase requisition rights from the Finance Director and will be restricted to general ledger accounts managed by the Department Director and/or Manager. However, ultimate responsibility for any expenditure lies with the Department Director and/or Manager. All authorized users shall receive a copy of this policy and such users are responsible for compliance of the policy.

SECTION III: STANDARD PURCHASING METHODS

The provisions of this section apply to all standard purchases. "Standard Purchases" are described as systematic, planned, and necessary purchases for administration and operation of a project, division, and/or department.

There shall be no exception to these standard purchasing methods except as provided under Emergency Purchase Methods described in Section V of this policy.

1. PURCHASE REQUISITION METHOD

All standard purchases begin with a Village of Ruidoso Purchase Requisition. Each department designee is required to input the purchase information into the requisition that is forwarded to the Department Director and/or Manager for review and approval, it is then forwarded to both the Purchasing Department and Village Manager for review and approval, in order for a Purchase Order to be generated. User Departments shall not make an actual purchase until an approved Purchase Order has been generated by the Purchasing Department. Purchase requisitions are processed daily by the Purchasing Department. The Village hereby declares and establishes that it will assume no responsibility for payment of unauthorized purchases. Section VI elaborates on this subject.

It should be noted that purchase requisitions under \$10,000 are individually approved by the Department Director and/or Manager and automatically approved by the Village Manager and Purchasing Agent. Requisitions over \$10,000 are individually approved by the Department Director and/or Manager, the Purchasing Agent, Finance Director, and the Village Manager. In addition, the computer systems will not allow a purchase requisition to be generated if the corresponding account number does not have sufficient budgeted dollars.

It is the user's responsibility to verify that the Village has a current certificate of insurance (COI) whenever required, and IRS form W-9 or subW-9 on file prior to requisition. If not, it is the user's responsibility to obtain these documents and provide to Finance before a requisition is entered.

A purchase order (PO) is both a binding contract and an authorization to make a purchase. A purchase order must be obtained by the purchaser prior to executing a purchase with the exception of P-Card and routine monthly purchases. Purchases are not approved without a purchase order. Each purchase order generated is identified with a unique, sequential, eight (8) digit number. Numbers begin with the two (2) digit fiscal year followed by a hyphen and end with the five digit (5) sequential number. Each year purchase order numbers begin at 00001. Purchase orders that lapse fiscal years have an additional R1 designation after the purchase order number to inform the user that this is a roll over. Unless communicated with the Finance Department purchase orders do not automatically roll. In addition, operating budget does not follow.

A PO cannot be issued without a requisition that is then approved by the Department Director/Manager.

2. BLANKET PURCHASE ORDERS

Blanket purchase orders are no longer authorized by the Village.

3. PURCHASING CARD (P-CARD) METHOD

The purchasing card program is a purchasing tool which provides an extremely efficient and effective method of purchasing for the Village. It is the responsibility of the requestor/user to determine if a vendor accepts purchase orders, and if not, to utilize the purchasing card whenever applicable. The purchasing card works like a personal credit card and will enable cardholders to make allowable purchases. An

authorized purchase is a purchase which has budgeted funds at the time of purchase. Purchases can be completed with suppliers over the phone, internet, or in person. The purchaser is responsible for obtaining an itemized receipt from the vendor.

Built-in card features make the program easy to control and reduces processing costs by minimizing the number of procurement related invoices and checks. Purchases made with the purchase card do not require approval in advance. The only exception to this is any IT related purchases of hardware or software must have IT approval.

The supplier is the vendor from whom a cardholder is making a purchase. The purchasing card is welcomed by over 15 million suppliers worldwide. When accepting the card for business purchases, suppliers need not send invoices since they will receive payment directly from Bank of America (via the card association) within 48 hours. All a supplier will need to do is give an itemized paid receipt to the cardholder.

When buying tangible items (except construction materials) via purchasing card, the purchase is exempt from gross receipts tax. Users shall inform the merchant of the following information: "This purchase is New Mexico gross receipts tax exempt. Our tax-exempt number is 01404291006."

Note that the Village is not exempt from gross receipts taxes on construction, construction materials, or services.

Give accurate delivery information. For telephone, fax, catalog, or Internet orders, specify your name, department/and address. Never direct ship to your home address. Do not allow COD deliveries. You must pay at the time of ordering or pick up by using the Purchasing Card. Request itemized documentation showing description of cost for each item. When placing a phone or fax order, request order number, and a faxed copy of the invoice or order. Ensure receipt of goods and/or services are received. Follow-up with the vendor to resolve any delivery problems, discrepancies and/or damaged goods. Pursuant to section 13-1-157 NMSA 1978, if the vendor fails to comply with the terms for replacement or supplemental delivery of any rejected item which does not meet specifications, the Village has no obligation to pay for the nonconforming items. If the item has not been satisfactorily replaced by the time it appears as a charge on the card, the purchaser shall notify the Purchasing Card Administrator in order to dispute the charge in the Bank of America system. The bank will assist the Village in working with the vendor to make necessary corrections and will not require payment from the Village until all items are received and acceptable. If you are disputing a charge, you must complete a Disputed Charge Report (Attachment 6) and include with the expense report.

The cardholder is responsible for:

- Inspecting all goods immediately upon receiving.
- If there is a problem with the order, contact the merchant immediately.
- Keep notes on problems and resolutions including names, dates, and a synopsis of conversations.

The card limit will be designated by the Finance Director and/or the Village Manager and based as follows:

Department Director/Manager and Senior Staff	\$5,000.00 a month
Middle Management	\$3,000.00 a month
Field Staff/Support Staff	\$3,000.00 a month

Card limits may be increased on a temporary basis upon approval of Village Manager.

A. CARDHOLDER ELIGIBILITY

Criteria to receive a purchasing card include:

- 1) The applicant must be an employee of the Village of Ruidoso.
- 2) A written request must be submitted by the requestor's Department Director/Manager and approved by Finance Director and/or Village Manager.
- 3) Each individual cardholder must sign a Purchasing Card Agreement form provided by the Program Administrator (see Attachment 2).

B. CARD ISSUER RESPONSIBILITIES (Bank of America)

- 1) Issuing purchasing cards to approved Village of Ruidoso employees
- 2) Providing electronic transaction authorization
- 3) Billing the Village for all purchases made on the Village's Purchasing Cards

C. PURCHASING CARD PROGRAM ADMINISTRATOR RESPONSIBILITIES

The Finance Director and/or the Village Manager or their designee serve as the Purchasing Card Program Administrators. Administrative duties are delegated to the Finance Department and include:

- 1) Serving as the main contact for the Village of Ruidoso
- 2) Providing training materials to cardholders before issuing a purchasing card
- 3) Obtaining a signed Purchasing Card Agreement (Attachment 2), signifying agreement with the terms of the purchasing card program
- 4) Retaining signed Purchasing Card Agreements in a secure location
- 5) Acting as the liaison with Bank of America
- 6) Acting as the intermediary for establishing and maintaining purchasing card management reports
- 7) Coordinating all cardholder maintenance (adds, changes, and closures with the card issuer)
- 8) Reconciling the Bank of America statement with the electronic file
- 9) Ensuring that lost or stolen cards have been blocked by the Village
- 10) Assisting cardholders with erroneous declines, unresolved supplier disputes, lost or stolen cards and fraudulent charges

D. CARDHOLDER

The cardholder is a Village of Ruidoso employee who is approved by their Department Director/Manager to use the purchasing card to execute purchase transactions on behalf of the Village of Ruidoso.

Purchases must be budgeted and for a legitimate business purpose. If a purchase is not budgeted prior to the purchase, the cardholder will ultimately be held responsible for the purchase.

The purchasing card will be issued in the employee's name with the Village of Ruidoso's name clearly indicated on the card. The purchasing card is a corporate charge card which will not affect the cardholder's personal credit. However, it is the cardholder's responsibility to ensure that the card is used within the guidelines in the Village of Ruidoso policies. Failure to comply with program guidelines may result in permanent revocation of the card, notification of the situation to management, and/or disciplinary measures up to and including termination.

E. CARDHOLDER RESPONSIBILITIES

- 1) Immediately report a lost or stolen card to Bank of America at 1-800-538-

8788 (24 hours a day, 365 days a year)

- 2) Immediately notify the Program Administrator and Department Director/Manager of a lost or stolen Purchasing Card at the first opportunity during normal business hours
- 3) Ensuring the purchasing card is used for legitimate business purposes only.
- 4) If a purchase is not budgeted prior to the purchase the cardholder will ultimately be held responsible for the purchase.
- 5) Maintaining the purchasing card in a secure location at all times
- 6) Never allow other individuals to use your purchasing card
- 7) Adhering to the purchase limits and restrictions of the purchasing card and ensuring the total transaction amount of any single transaction does not exceed the limit set for the cardholder
- 8) Inputting line items on each transaction for each department. Each card holder will receive notification from Bank of America frequently which will require the entry of the account codes used for their purchases.
- 9) All coding must be completed by the 25th of the month
- 10) Obtaining an itemized receipt for all transactions
- 11) Submit the signed Bank of America statement with sequential receipts attached to the Finance Department. Any small register tapes need to be taped on an 8-½ "by 11" sheet of paper.
- 12) Attempt to resolve billing disputes directly with the supplier. If unable to resolve the dispute, the cardholder should contact the Purchasing Card Administrator or designee and fax the required dispute form to Bank of America
- 13) Ensuring that an appropriate credit for the reported disputed item or billing error appears on a subsequent cardholder statement
- 14) Must not accept cash in lieu of a credit to the purchasing card account
- 15) Return the purchasing card to the Department Director/Manager upon terminating employment or transferring departments within the Village of Ruidoso
- 16) Report erroneous declines or fraudulent charges to the Department Director/Manager and the Program Administrator during normal business hours
- 17) Each cardholder is responsible to code and reconcile (verify budgeted amount) each purchase with the account line item that will be used for each purchase.

F. DEPARTMENT DIRECTOR/MANAGER RESPONSIBILITIES

- 1) Ensuring the purchasing card is used for legitimate business purposes only
- 2) Responsible for the opening of a Purchase Order for monthly charges.
- 3) Ensuring that all purchases are recorded on the Bank of America statement with receipts attached.
- 4) The Bank of America statement will be turned in to Finance after reviewing for accuracy and signing.
- 5) Informing Finance when cardholders have any changes that affect their status.

G. COMPLIANCE

Failure to comply will result in disciplinary action as follows:

- 1) First Instance = Warning if misuse was justified.
- 2) Second Instance = A minimum of one (1) year suspension of cardholder P-Card privileges.
- 3) Third Instance = Termination of P-Card use for cardholder and six months suspension of Department Director/ Manager P-Card use.

4) Card suspended indefinitely.

P-card privileges may be suspended or terminated, temporarily or permanently without warning, in the event of verified intentional misuse or any use that causes substantial negative impact to the Village, at the discretion of the Finance Director and/or Village Manager.

H. RETURNS AND/OR EXCHANGES

If an item is received in error, damaged and/or defective, duplicated order, etc., the following steps should be followed:

Mail Orders: You must contact the vendor to obtain authorization to return the item(s). Every vendor has different return policies. Make sure your return meets their criteria. Determine if there is a restock fee. If so, it will be charged to your card. The item(s) to be returned must be repacked in original manufacturer's carton(s).

Local Orders: Take original receipt with the product in original manufacturer's carton back to the vendor. When an item has been returned you will receive a credit receipt which will be reflected on the current billing statement or the following month billing statement. If the vendor has not replaced or corrected the item by the statement cutoff date, then the purchase of that item will be considered in dispute. If you are disputing a charge, you must complete a Disputed Charge Report (Attachment 6) and include with the expense report.

I. FINANCE RESPONSIBILITIES

Audit the Bank of America paper and/or electronic reports to review the purchasing card program.

J. CARDHOLDER ACCOUNT CLOSURE

Accounts may be closed under the direction of the Finance Director and/or Village Manager for reasons including, but not limited to:

- The purchasing card is used for personal, unauthorized purchases, alcoholic beverages, or any substance, material, or service which violates the Village of Ruidoso policy, law, or regulation.
- The cardholder allows the card to be used by another individual.
- Missing/Lost Receipts, the purchasing card holder has the responsibility of doing due diligence to replace the receipt (request duplicate from vendor) in a timely manner.
- If the cardholder fails to provide receipts for all transactions, the cardholder will be in violation if failure to submit itemized receipts within the specified time frame, this is considered an unauthorized purchase. The cardholder shall be held personally responsible to reimburse the Village for the unauthorized purchase. This reimbursement can be paid directly to Finance or deducted from an employee's bi-weekly payroll. (Signed documents allowing this process are signed at the time of card issuance and maintained by Finance) The cardholder must submit P-Card logs, cardholder statement, itemized receipts, and license plate numbers on any gas purchases, to Finance by the 25th of each month.

K. PROHIBITED PURCHASES

Examples of prohibited purchases include (but are not limited to) the following:

- 1) Capital Items (Expenses over \$5,000)
- 2) Professional Services
- 3) Personal Transactions
- 4) Liquor/Tobacco

If there is any question as to whether a transaction is allowed or not, the cardholder should contact the Finance Department.

L. SUPPLIER BLOCKING

Transactions will be blocked at the point of sale for the types of suppliers included on the Blocked Merchant Category Classification Code Listing. Changes to the blocking list can be made as demonstrated by business need. A cardholder should obtain approval from their Department Director/Manager before asking the Program Administrator to change the blocking list associated with the cardholder's profile at Bank of America.

The purchasing card is to be used only for the purchase of goods. The spending limit will vary and will be established based on the needs of the user. Any exception must be approved by the cardholder's Department Director/Manager before requesting the Program Administrator to change the cardholder's profile with Bank of America.

M. ERRONEOUS DECLINES

If the cardholder feels that the purchasing card has been erroneously declined by a supplier, the Program Administrator should be contacted for assistance. The Program Administrator will contact Bank of America to determine the reason for the decline and will make appropriate changes to the cardholder's profile.

If a decline occurs outside of normal Village of Ruidoso business hours, the employee must find an alternate payment method or terminate the purchase and contact the Program Administrator during normal business hours.

N. CREDITS

Suppliers should issue all credits for returned merchandise or services to the individual purchasing card account for any item they have agreed to accept for return. **UNDER NO CIRCUMSTANCES SHOULD A CARDHOLDER ACCEPT CASH IN LIEU OF A CREDIT TO THE PURCHASING CARD ACCOUNT.**

O. UNRESOLVED DISPUTES AND BILLING ERRORS

The cardholder is responsible for contacting the supplier to resolve any disputed charges or billing errors within 60 days of receiving a statement. If the matter cannot be resolved with the supplier, the cardholder should:

- 1) Contact Bank of America at 1-800-538-8788 directly for assistance
- 2) Fax a signed Bank of America Dispute Form to Bank of America (1-800-253-5846) to document the reason for the dispute
- 3) If the dispute is resolved in the cardholder's favor, a credit in the amount of the disputed transaction will appear on a subsequent cardholder statement
- 4) Contact the Program Administrator for assistance if an acceptable resolution is not obtained.

SECTION IV: COMPETITIVE PURCHASES

All employees making purchases shall attempt to ensure that all purchases are made at the best obtainable prices. All purchases shall be made in accordance with the following provisions:

1. PURCHASING THRESHOLDS

Amounts up to \$10,000.00: Purchases do not require a price quote. All purchases shall be made at the best obtainable price. (§13-1-125 NMSA 1978) The Department Director, and/or Manager is the only approval needed. The department must make sure that the best obtainable price is secured. All purchases are subject to audit by the Village Manager and the Purchasing Agent.

\$10,000.01 to \$60,000.00: Purchases require at least 3 written quotes (including any applicable tax, shipping charges and other associated fees) from different vendors. The quotes shall be entered on the detailed description section of the requisition form. It is REQUIRED that quotes obtained be attached to purchase order prior to approval. Failure to attach quotes will delay approval. All documentation shall be kept on file in the department for a minimum of three (3) years for Auditor review if requested. All purchases are approved by the Department Director and/or Manager, Purchasing Agent, Finance Director and the Village Manager.

Construction Projects valued at \$25,000 or greater:

For construction contracts valued at \$25,000 or more, as required by law, performance and payment bonds equal to 100% of the contract price will be required. For contracts under \$25,000 the Village may choose to require bonds at its discretion. If a contractor fails to deliver the required performance and payment bonds, the contractor's bid or quote may be rejected.

Professional services valued less than \$60,000 will be procured at the best negotiated price through an informal process.

Professional services valued at \$60,000.00 or more will be procured by Formal Sealed Competitive Proposals and will be approved by the Village Council as a regular agenda item.

Above \$60,000.00: All purchases (except for professional services, purchases made by state/federal/cooperative contract or otherwise exempt) require formal competitive procedures as specified by NM State law. (§13-1-102 NMSA 1978) and must have an approved budgeted line item. Any purchase request made without an approved line item may require approval of Village Council prior to procurement. The department shall provide the specifications to the Purchasing Agent who shall approve a purchase method and execute the required process.

2. COUNCIL APPROVAL OF PROCUREMENT ACTIONS

All purchases in value of **\$60,000 or greater**, including those made by Request for Proposals, Request for Bids or by any qualifying agency contract [i.e., Cooperative Educational Services (CES), state-wide pricing agreement, GSA, and HGAC] require the approval of Village Council for award.

Purchases under \$60,000.00 only require the Village Manager's approval. However, at the Village Manager's discretion, any purchase request or agreement may be forwarded to Village Council for consent or approval.

3. SPECIFICATIONS

Specifications should be written by the user department to address the needs of the Village for a specific item to perform a specific function. Specifications written for purchases shall not be “closed or exclusive” or otherwise written in such a way as to intentionally favor or exclude a vendor. Reference to specific types or quality shall be followed by the wording “or equal” and all specifications regardless of wording shall be considered as “or equal” unless approved by the Purchasing Agent and Finance Director or Village Manager.

It shall be the user department’s responsibility to provide and ensure that all specialized technical aspects of specifications are correct and appropriate, and to point out any questionable, unusual, or inappropriate specifications to the Purchasing Agent prior to processing. The bidding process may be waived after review of the Purchasing Agent in cases that a vendor has a State, Federal or other qualifying purchase contract. In all cases, a purchase order must be obtained prior to the use of a contract.

As per §13-1-164 NMSA 1978, all specifications shall be drafted to ensure maximum practicable competition and fulfill the requirements of the Village.

4. COMPETITIVE PROCUREMENT METHODS

A. WRITTEN QUOTES

Written quotes may be in a variety of formats, including printouts from internet sites, e-mails from vendors, or handwritten quotes from vendors, but must contain the following information:

- Vendor [for new vendors refer to New Vendor Form (Attachment 3)]
- Item or service to be purchased
- Quantity
- Price
- All applicable terms and conditions

In the event there are not three known vendors which have materials/services available, less than three quotes are permissible. However, documentation that a third quote was attempted must be provided. (See Sole Source Purchase section if only one vendor exists who can provide the item or service). When the vendor has a State, Federal or other qualifying purchase contract, or if a vendor has an active agreement or contract with the Village to provide the materials or services, multiple quotes are not required.

B. COMPETITIVE SEALED BIDS

A request for formal bids is used to purchase tangible property and services over \$60,000.00. Award under an invitation to bid, unlike requests for proposals, is based on the lowest responsive cost. An invitation to bid shall include pursuant to §13-1-103 NMSA 1978:

- the specifications for the services, construction, or items of tangible personal property to be purchased
- all contractual terms and conditions applicable to the procurement
- the location where the bids are to be received
- the date, time, and place of the bid opening, and
- the requirements for complying with any applicable in-state preference

- provisions as provided by law
- the terms of the contract and conditions of renewal or extension (if applicable)
- a current Village of Ruidoso Business Registration (if applicable).

The user department shall develop the technical specifications, which shall clearly describe the items and/or services the user department intends to purchase. The entire draft Invitation to Bid document must be reviewed by the Department Director/Manager originating the purchase request or their designee. Additional staff may be required to review the Invitation to Bid document.

If the procurement is to be a sealed bid with part or all of the bid to be submitted electronically, the invitation for bids shall comply with the requirements of Section 13-1-95.1 NMSA 1978.

Bids will not be opened prior to the scheduled bid opening. All bids shall be opened publicly in the presence of one or more witnesses at the time and place designated in the Invitation for Bids, pursuant to §13-1-107 NMSA 1978, and the amount of each bid and each bid item, if appropriate, and such other relevant information, together with the name of each bidder, shall be recorded, and the record and each bid shall be open to public inspection.

The Chief Procurement Officer may waive technical irregularities in the form of the bid of the low bidder which do not alter the price, quality or quantity of the services, construction or items of tangible personal property bid.

Award shall be made to the responsible bidder(s) who submits the lowest responsive bid (with consideration given to any applicable NM preference), as approved by the Village Council.

Price negotiations can be conducted if the lowest bid was up to 10% higher than budgeted project funds in order to avoid rejection of all bids only if the lowest responsive bid has otherwise qualified, and if there is no change in the original terms and conditions, pursuant to §13-1-105.B NMSA 1978.

There shall be a check list attached to each bid file to ensure compliance with all required “terms and conditions” such as completing the submittal of a W-9 form or Application for a Village of Ruidoso business license.

C. PROCUREMENT OF PROFESSIONAL SERVICES

Professional Services means the services of architects, archeologists, engineers, surveyors, landscape architects, medical arts practitioners, scientists, management and systems analysts, certified public accountants, lawyers, psychologists, planners, researchers, construction managers, and other persons or businesses providing similar professional services, which may be designated as such by a determination issued by the Chief Procurement Officer (§13-1-76 NMSA, 1978). Characteristics of “Professional Services” include:

Services that are professional or technical in nature or address specialized needs. Work is predominately intellectual and varied. Work is independent from the day-to-day control of the Village; consultant maintains control of work methods. Work requires regular exercise in judgment, direction, and decision-making; involves providing advice, opinion, or recommendations; may have policy-implications for Village; often addresses management-level issues. May

require advanced or specialized knowledge; or expertise gained over an extensive period of time in a specialized field of experience. Work may be original and creative in character in a recognized field of endeavor, the result of which may depend primarily on the individual's invention, imagination, or talent.

All professional services, having a value not exceeding \$60,000 will be procured at the best negotiated price through an informal process. Any professional services over \$60,000.00 will be procured by Formal Sealed Competitive Proposals and approved by the Village Manager. Awards over \$60,000.00 will be approved by the Council as a regular agenda item. The award shall be made to the responsible offeror(s) whose proposal is most advantageous to the Village, taking into consideration the evaluation factors set forth in the request for proposals. (§13-1-117.1 NMSA 1978). Professional services under \$60,000 can be approved and contracted by the Village Manager.

D. REQUEST FOR PROPOSALS (RFP)

A request for proposals (RFP) is used to solicit the procurement of professional services, and may be used for procurement of other services, valued over \$60,000.00. In addition, an RFP may be used when it is determined that the use of bids is either not practical or advantageous. RFPs are used to determine the most qualified contractor(s) based on criteria and are not awarded based on price alone. An RFP shall include (pursuant to §13-1-112 NMSA 1978):

- (1) the specifications for the services or items of tangible personal property to be procured;
- (2) all contractual terms and conditions applicable to the procurement;
- (3) the form for disclosure of campaign contributions given by prospective contractors to applicable public officials pursuant to Section 13-1-191.1 NMSA 1978;
- (4) the location where proposals are to be received and the date, time and place where proposals are to be received and reviewed; and
- (5) the requirements for complying with any applicable in-state preference provisions as provided by law.
- (6) the relative weight to be given to the factors in evaluating proposals.

User departments are required to develop the detailed scope of work, the evaluation criteria, and the scoring of each criterion. This information should be submitted to the purchasing office and used in the development of the RFP to be released. Proposals will not be opened publicly or prior to the scheduled deadline for submission.

For services of architects, engineers, landscape architects and surveyors under a local public works project, competitive sealed qualification-based request for proposals shall be used for procurement and shall comply with §13-1-120 through 13-1-124 NMSA 1978. In the case of requests for competitive qualifications-based proposals, price shall be determined by formal negotiations related to scope of work after evaluation is complete.

After the deadline for submission, proposals will be evaluated based on the evaluation criteria set forth in the proposal document by an evaluation committee consisting of no less than three members and no more than seven members. The Purchasing Agent and the Department Director/Manager originating the RFP will coordinate the selection of the committee.

Pursuant to §13-1-115 NMSA, 1978, offerors submitting proposals may be afforded an opportunity for discussion and revision of proposals. Revisions may be permitted after submissions of proposals and prior to award for the purpose of obtaining best and final offers. Negotiations may be conducted with responsible offerors who submit proposals found to be reasonably likely to be selected for award. This section shall not apply to architects, engineers, landscape architects and surveyors. The contents of any proposal shall not be disclosed so as to be available to competing offeror during the negotiation process pursuant to §13-1-116 NMSA, 1978. The Chief Procurement Officer and Village Manager or designee along with the Department Director/Manager involved will be responsible for conducting negotiations. A recommendation for award will be submitted to Village Council for consideration and approval.

After award of a contract, all proposals are subject to public inspection (pursuant to §14-2-9 NMSA 1978).

There shall be a check list attached to each RFP file to ensure compliance with all required "terms and conditions" such as (but not limited to) completing the "Campaign Contribution Disclosure Form", submittal of a W-9 form, and submittal of the Application for a Village of Ruidoso business license.

E. REQUIRED PUBLICATION

For both formal solicitation of bids and request for proposals, public notice must be published at least ten days prior to the deadline for submission (pursuant to §13-1-104 and 13-1-113, NMSA 1978). Notice shall be published at least once in a newspaper of general circulation in the local area.

F. PROCUREMENT OF USED ITEMS

As per §13-1-155 NMSA 1978, the procurement of used items; appraisal required, county road equipment, except for auctions, the following will apply:

A central purchasing office, when procuring used items of tangible personal property, the estimated cost of which exceeds \$5,000, shall request bids as though the items were new, adding specifications that permit used items under conditions to be outlined in the bid specifications, including but not limited to requiring a written warranty for at least 90 days after date of delivery and an independent "certificate of working order" by a qualified mechanic or appraiser.

G. REJECTION OR CANCELLATION OF SOLICITATIONS, BIDS OR PROPOSALS

An invitation for bids, a request for proposals, or any other solicitation may be canceled, or any or all bids or proposals may be rejected in whole or in part when it is in the best interest of the Village. A determination containing the reasons for cancellation shall be made part of the procurement file. If no bids are received or if all bids received are rejected and if the invitation to bid was for any tangible personal property, construction or service, then new invitations for bids may be requested. If, upon rebidding, the tangible personal property, construction or services, the bids received are unacceptable, or if no bids are secured, the purchasing office may purchase the tangible personal property, construction, or services in the open market at the best obtainable price (§13-1-131, NMSA 1978).

The Village of Ruidoso reserves the right to reject any bid or proposal from a bidder or offeror who previously failed to perform properly or complete on time contracts of a similar nature or to reject the bid or proposal of a bidder or offeror

who is not in a position to perform such a contract satisfactorily. All such rejections are at the discretion of the Village and must be approved by the Village Manager or the Director of General Services.

H. PREFERENCES

Preferences for purchases must be given to qualified New Mexico business in accordance with §13-1-21 and §13-4-2, NMSA 1978 whenever applicable. ***This section shall not apply when the expenditure includes federal funds.*** To receive a resident business/contractor preference, resident veteran business/contractor preference, or a Native American resident business/veteran business preference, the bidder or offeror shall submit with its bid or proposal a copy of a valid certificate issued by the taxation and revenue department. Preference shall be applied when considering award pursuant to the law. Such preference is for consideration purposes only and the full price bid, offered or otherwise negotiated, shall be paid after award. Note that when considering preferences for qualifying veteran or Native American businesses, their annual gross revenue for the preceding tax year must be taken into consideration pursuant to §13-1-21.

I. PROTESTS

All protests for procurement must be in accordance with the State Code (§13-1-172 through 13-1-176 NMSA 1978) and New Mexico State Procurement Regulations §1.4.1.80 through 1.4.1.93. Any bidder or offeror who is aggrieved in connection with a solicitation or award of a contract may protest. The protest shall be submitted in writing within 15 calendar days after knowledge of the facts or occurrences giving rise to the protest.

In the event of a timely protest under §13-1-172 NMSA 1978 of the Procurement Code, the purchasing office shall not proceed further with the procurement unless a determination has been made that the award of the contract is necessary to protect substantial interests of the Village. However, procurement shall not be halted after a contract has been awarded merely because a protest has been filed. After a contract has been awarded, the Village may halt procurement in exceptional circumstances or for good cause shown.

The Village shall have the authority to take any action reasonably necessary to resolve a protest of an aggrieved bidder or offeror but shall not include the award of money damages or attorneys' fees pursuant to §13-1-174, NMSA 1978. The Village shall promptly (within ten calendar days) issue a determination relating to the protest. The determination shall state the reasons for the action taken and shall inform the protestant of the right to judicial review of the determination pursuant to Section 156 [13-1-183 NMSA 1978] of the Procurement Code. All protests for procurement for the Village will be reviewed by the Village Manager and the Director of General Services, and the Chief Procurement Officer will issue a written determination of response on behalf of the Village.

5. STATE, FEDERAL, COOPERATIVE AND OTHER QUALIFYING CONTRACTS AND PRICE AGREEMENTS

Purchases may be made by direct purchase order if purchasing pursuant to a qualifying state, federal, cooperative, or other qualifying contract or price agreement with approval of the Chief Procurement Officer. Also, the Village may purchase by participating in, sponsoring or administering a cooperative procurement pursuant to

§13-1-135 NMSA 1978. In all cases, a purchase order must be obtained prior to the use of a qualifying contract/price agreement. A copy of the contract/price agreement relied upon must be attached with the requisition and the agreement number shall be referenced on the purchase order.

Statewide Price Agreements can be found at: www.generalservices.state.nm.us
GSA (federal) price agreements can be found at: <https://www.gsaadvantage.gov>
If any assistance is needed in locating these sites, contact the Purchasing Office.

SECTION V – SOLE SOURCE AND EMERGENCY PURCHASING METHODS

1. SOLE SOURCE PURCHASES

A sole source procurement may be awarded without competitive solicitation, regardless of cost, when the Chief Procurement Officer determines in writing that, pursuant to §13-1-126 NMSA 1978,

- 1) there is only one source for the required service, construction or item of tangible personal property;
- 2) the service, construction or item of tangible personal property is unique and this uniqueness is substantially related to the intended purpose of the contract; and
- 3) other similar services, construction or items of tangible personal property cannot meet the intended purpose of the contract.

The department shall conduct negotiations, as appropriate, as to price, delivery and quantity in order to obtain the price most advantageous to the Village. The requestor shall not circumvent this section by narrowly drafting specifications so that only one predetermined source would satisfy those specifications.

A Sole Source Certification Form (See attachment 5) must be completed for any sole source purchase request. The Purchasing Agent shall certify that every effort has been made to determine if there is a State, Federal, Cooperative or other qualifying contract/price agreement exists for the item or services requested and that negotiations, as appropriate, have been conducted with the sole source vendor to determine that it is the best obtainable price.

At least ***thirty days before award*** of a sole source contract, the Village shall post notice of its intent to award the contract on its website and shall transmit the notice to the state purchasing agent for posting on state purchasing's website. The notice shall identify, at a minimum:

- the parties to the proposed contract;
- the nature and quantity of the service, construction or item of tangible personal property being contracted for; and
- the contract amount.

Any qualified potential contractor that was not selected for a proposed sole source contract may protest in writing within fifteen calendar days after the notice of intent to award is posted by submitting a protest as appropriate. The Village and shall then reconsider its selection.

The purchasing department shall maintain for a minimum of three years, records of all sole source procurements. The record of each such procurement shall be public record and shall contain:

- the contractor's name and address;
- the amount and term of the contract;
- a listing of the services, construction or items of tangible personal property procured;
- the justification for the procurement method.

2. EMERGENCY PURCHASES

The provisions of this section include all purchases which are considered emergency and cannot, therefore reasonably follow the standard purchasing procedures. Emergency purchases are normally due to insufficient time required for standard processing but must follow the guidelines established in this section. It is the responsibility of the Department Director with Village Manager approval to ensure that all purchases made under provisions of this section are immediate and unforeseen.

All emergency expenditures shall be approved by the completion of an Emergency Purchase Memorandum (See attachment 4). This form includes a written justification for purchases and must be completed within 24 hours of the emergency situation. This memorandum must be attached as documentation for the expenditure.

An emergency procurement may only be made upon the approval of the Chief Procurement Officer (CPO). The CPO is responsible for making a written determination that an emergency exists.

A. An emergency procurement may only be made when the service, construction or item of tangible personal property procured:

1) is needed immediately to:

- control a serious threat to public health, welfare, safety or property caused by a flood, fire, epidemic, riot, act of terrorism, equipment failure or similar event; or
- plan or prepare for the response to a serious threat to public health, welfare, safety or property caused by a flood, fire, epidemic, riot, act of terrorism, equipment failure or similar event; and

2) cannot be acquired through normal procurement methods.

B. The Chief Procurement Officer, in authorizing an emergency procurement, shall:

- 1) employ a competitive process to the extent practicable under the circumstances; and
- 2) use due diligence in determining the basis for the procurement and in selecting a contractor; and
- 3) shall not make an emergency procurement for the purchase or lease of heavy road equipment.

C. Further, the Chief Procurement Officer is responsible for:

- 1) Providing a determination of the basis for the procurement and the selection of the contractor(s) in writing and include in the procurement file.
- 2) Within three business days of awarding an emergency procurement contract, shall post notice containing the following information on the Village's website, and transmit through State Purchasing's website the same information to the NM Department of Information Technology for posting on the sunshine portal:
 - the contractor's name and address;

- the amount and term of the contract;
 - a listing of the services, construction or items of tangible personal property procured under the contract;
 - the justification for the procurement method
- D. In the event the Village makes an emergency procurement to plan or prepare for the response to a serious threat to public health, welfare, safety or property caused by a flood, fire, epidemic, riot, act of terrorism, equipment failure or similar event, the Finance Director, or their designee, shall account for the money spent in making the procurement and report on that accounting to the legislative finance committee and the department of finance and administration within sixty (60) days after the end of the fiscal year in which the procurement was made. (§13-1-127 & 128, NMSA 1978)
- E. The Finance Department shall maintain all emergency procurement records for a minimum of three years.

SECTION VI: MULTI-TERM CONTRACTS

1. Multi-term contract for items of tangible personal property, construction or services except for professional services, in an amount under twenty-five thousand dollars (\$25,000), may be entered into for any period of time deemed to be in the best interests of the Village not to exceed four years; provided that the term of the contract and conditions of renewal or extension, if any, are included in the specifications and funds are available for the first fiscal period at the time of contracting. If the amount of the contract is twenty-five thousand dollars (\$25,000) or more, the term shall not exceed eight years, including all extensions and renewals. Payment and performance obligations for succeeding fiscal periods shall be subject to the availability and appropriation of funds therefor.
2. A contract for professional services may not exceed four years, including all extensions and renewals, except for the following:
 - (1) a multi-term contract for the services of trustees, escrow agents, registrars, paying agents, letter of credit issuers and other forms of credit enhancement and other similar services, excluding bond attorneys, underwriters and financial advisors with regard to the issuance, sale and delivery of public securities, may be for the life of the securities or as long as the securities remain outstanding;
3. Prior to the utilization of a multi-term contract, the Department Director/Manager and Purchasing Agent shall make a determination that:
 - A. the estimated requirements cover the period of the contract and are reasonably firm and continuing; and
 - B. the contract will serve the best interests of the local public body.
 - C. annually, thirty (30) days before the renewal date, the Department Director/Manager must review the contract and provide a determination letter to the Village Clerk that the contract will continue for another year.

4. When funds are not appropriated or otherwise made available to support continuation of performance of a multi-term contract in a subsequent fiscal period, the contract shall be cancelled.

SECTION VII: UNAUTHORIZED PURCHASES AND OVER EXPENDITURES

1. UNAUTHORIZED PURCHASES

Any purchase which is not allowable and appropriately approved within the Village budget or by other Village Council action, or which does not substantially comply with the provisions of the State Procurement Code, State Statutes, or the provisions of this policy shall be considered an unauthorized purchase, and thereby not subject to payment by the Village. All authorized purchases shall be budgeted or approved within an appropriate fund or agency account, or within an appropriate line item as approved by the Village of Ruidoso Village Council.

The Village of Ruidoso hereby establishes that it will assume no responsibility for payment of unauthorized purchases. Furthermore, any individual initiating or otherwise executing any unauthorized purchase may be held personally responsible for payment. All questionable purchases shall be submitted to Finance for review. If Finance finds the purchase to be unauthorized or questionable under the provisions of this policy, the Department Director/Manager will be informed. The Department Director/Manager may request further review by the Village Manager and/or Finance. The determination of the Village Manager and/or Finance will be final, and no other review may be requested. Questioned purchases will not be processed until a final determination concerning validity is made.

2. OVER EXPENDITURES

The Department Director/Manager is directly responsible to ensure that all purchases are made in accordance with the current budget. Further, the Department Director/manger is responsible for ensuring that sufficient funds remain in the budget before requisitions are submitted. No purchases may be approved or processed in cases where the budget is overextended.

If budget changes are needed, the Department Director/Manager should submit a budget adjustment to the Finance Department. The Finance Department shall provide sufficient information (data and reports) upon request, to keep Department Directors/Mangers properly updated on budget balances.

SECTION VII: PAYMENT OF INVOICES

1. FORM OF INVOICES

An invoice is an itemized statement submitted by the vendor to the Village for payment of material or services delivered to the Village. It is the responsibility of the vendor to ensure that a purchase order is provided prior to issuing materials or services and the vendor shall include the purchase order number on the invoice submitted to the Village for payment.

If a vendor does not comply, a notice shall be sent to the vendor stating that if improper invoicing procedures continue to occur, the Purchasing Agent may exclude the vendor from the Village Vendor List. Also, the Village may refuse payment in any

case that there is an unauthorized purchase. The Purchasing Office will refuse delivery or shipment if there is not a PO number assigned to the shipping label/packing slip. The packing slip must contain an itemized detail of products delivered.

2. PROCESSING FOR PAYMENT

It shall be the responsibility of the Finance Department to ensure that all invoices received are appropriately authorized prior to payment and that the purchase order numbers are on the invoices. The Finance Director shall be responsible for ensuring that appropriate procedures are established and used for payment after invoices are received to include that payment is made timely, and to ensure that discounts are received, and late charges avoided. Unless otherwise agreed upon by the parties or unless otherwise specified in the invitation for bids, request for proposals or other solicitation, within fifteen (15) days from the date the Village receives an invoice, the department shall certify complete or partial acceptance or rejection of the services, construction or items of tangible personal property. Upon certification by department that the services, construction or items of tangible personal property have been received and accepted, payment shall be tendered to the contractor within thirty (30) days of the date of certification. If payment is made by mail, the payment shall be deemed tendered on the date it is postmarked. After the thirtieth day from the date that written certification of acceptance is issued, late payment charges shall be applicable on the unpaid balance due on the contract to the contractor at the rate of one and one-half percent per month. For purchases funded by state or federal grants to local public bodies, if the local public body has not received the funds from the federal or state funding agency, payments shall be tendered to the contractor within five (5) working days of receipt of funds from that funding agency.

If the department or Village finds that the services, construction or items of tangible personal property are not acceptable, it shall, within thirty (30) days of the date of receipt of invoice, provide to the contractor a letter of exception explaining the defect or objection to the services, construction or delivered tangible personal property along with details of how the contractor may proceed to provide remedial action. (§13-1-158 NMSA 1978)

Finance will ensure that the Village has a current COI and W-9 on file prior to payment.

3. VERIFICATION OF INVOICES

All invoices shall be signed by the Department Director and/or Manager prior to payment to ensure materials and services have been received and to verify it is authorized for payment.

4. PACKING SLIPS

All original packing slips are required to be submitted into Accounts Payable upon receipt of delivery (Aggregate deliveries, Fed Ex, Air Bills). These packing slips must be signed, and purchase order number referenced. Packing slips will be matched with invoices received in mail and expedited for payment processing.

SECTION VIII: SPECIAL END OF THE YEAR PROCEDURES

Special purchasing procedures shall be followed to ensure effective fiscal closeouts can be accomplished. Department Directors/Managers are responsible for anticipating the

department needs and procuring all goods and services prior to the end of the fiscal year.

60 days Prior to Year Ending

60 days prior to the end of the fiscal year, the Purchasing Agent will send out a report listing the outstanding purchase orders to each department. The department will review and report to the Purchasing Agent those purchase orders that will not be closed out prior to fiscal year-end and will need to be rolled over to the subsequent fiscal year. In addition, purchase order numbers will be issued only for purchases in which invoices will be received within an estimated thirty (30) days, except as otherwise specifically approved by the Finance Department/Purchasing Office.

30 Days Prior to Year Ending

There shall be no purchases requiring a purchase order issued within 30 days prior to the end of the fiscal year. Any exception must be approved by the Village Manager and the Finance Director.

Purchase Card

Purchase Card usage can continue through the fiscal year end, provided that the purchase complies to the policies in Section III.3. of this policy. Purchases after the 20th of June will be reported in the subsequent month.

ATTACHMENT 1

PURCHASING CARD AGREEMENT

AGREEMENT TO ACCEPT Village of Ruidoso PURCHASING CARD

The Village of Ruidoso is pleased to offer you the Bank of America Purchasing Card. It represents the Village's trust in you and your empowerment as a responsible agent to safeguard the Village's assets.

I, _____ hereby acknowledge receipt of the Village of Ruidoso Purchasing Card Program Policies and Procedures and confirm that I have read and understand its terms. As a cardholder, I agree to comply with said document and understand that the Village of Ruidoso is liable to Bank of America for all Organization approved purchases.

I agree to use the Purchasing Card for Organization approved purchases and agree not to charge personal purchases. I understand that the Village will audit the use of the card and report any discrepancies.

I further understand that improper use of the card will result in a security investigation which may lead to disciplinary action, up to and including prosecution and termination of employment. Should I fail to use the card properly, I authorize the Village of Ruidoso to deduct such amount from my salary equal to the total amount of unaccountable expenditures. I also agree to allow the Village to collect any amounts owed by me even if I am no longer employed by the Village of Ruidoso.

In the event that the Purchasing Card is not used as herein stated, I hereby authorize the Village to release my last known address and any information relating to my use of the card to Bank of America.

I understand that the Village of Ruidoso may terminate my right to use the card at any time for any reason. I also agree to return the card to the Village immediately upon request or upon termination of employment.

CARDHOLDER

Signature _____ Date _____

Signed before me this day, _____ this month _ of this year 20 _____.
Notary Public, My commission expires.

PROGRAM ADMINISTRATOR

I acknowledge that the above cardholder has been issued a Village of Ruidoso Purchasing Card account number: _____

Signature _____ Date _____

ATTACHMENT 2 – NEW VENDOR FORM

Village of Ruidoso
New Vendor Information

Please provide the following information along with your W-9:

Name of Business: _____

Physical Address: _____

Remittance
Address: _____

Phone Number: _____

Fax Number: _____

E-mail Address: _____

Terms/Net Due: _____

Contact Person: _____

This information needs to be provided to:
Accounts Payable Clerk
Fax: 575-258-3017
Phone: 575-258-4343

ATTACHMENT 3

**Village of Ruidoso
EMERGENCY PURCHASE MEMORANDUM**

This form **MUST** be completed for ALL Emergency Purchases made by any department. The Purchase **MUST BE** an EMERGENCY as defined in Section V of the Purchasing Procurement Procedure Manual and as defined herein:

“An emergency purchase is permissible when there is an existing condition which creates a threat to public health, welfare or safety such as may arise by reason of floods, epidemics, riots, equipment failures or similar events. The existence of the emergency condition creates an immediate and serious need for procurement of items or services or construction methods and the lack of which would seriously threaten the functioning of government; the preservation or protection of property; or the health or safety of any person.”

This memorandum must be completed in its entirety, and then delivered to a Deputy Village Manager. The Deputy Village Manager will obtain Finance approval and notify Purchasing. Purchasing will obtain the Village Manager’s approval. **UNTIL THESE STEPS ARE FOLLOWED, any purchase made is UNAUTHORIZED.**

Item to be purchased		
Approximate Cost:		
Line Item Code:		
REASON FOR EMERGENCY PURCHASE:		
Department Director		Date
AUTHORIZED SIGNATURES		
	Village Manager	Date:
	Deputy Manager	Date
	Finance Officer	Date:
	Purchasing	Date:

ATTACHMENT 4
VILLAGE OF RUIDOSO
SOLE SOURCE CERTIFICATION

A sole source purchase is permissible when there is only one vendor in the overall geographical region that can provide an item or service. (§13-1-126 NMSA 1978, 1997 Repl.) The Department Director, Purchasing Agent or representative shall certify that a good faith effort has been made to contact other vendors in the general overall geographical region that the sole source has been located, and that the item or service is the only source found to be available in the region. The Village Manager or Deputy Village Manager must give final approval for sole source purchases. The Purchasing Agent shall certify that every effort has been made to determine if there is a Federal Purchasing or State contract for the item or services requested and that negotiations, as appropriate, have been conducted with the sole source vendor to determine that it is the best obtainable price. If there is a GSA or State Contract for the item or service, a Sole Source Certification is not required. If another vendor has the item or service needed and has been contacted, a Sole Source Certification is not permissible.

For clarification of these Sole Source issues please refer to Procurement Procedures or contact your Purchasing Department.

Full Description of item or service:

Additional Justification Information:

Name/Contact Person of Sole Source

Vendor: _____

Address/Telephone# of Sole Source Vendor

Price of Sole Source Items or Services:

CERTIFICATION BY DEPARTMENT:

I hereby certify that a good faith effort has been made to contact other vendors in the general overall geographical region in which the sole source has been located, and that there is only one source for the required service or item of tangible personal property.

Department Head: _____

Date: _____

CERTIFICATION OF PURCHASING AGENT:

I hereby certify that there is not a GSA or State Contract for the item or service requested and those negotiations, as appropriate, have been conducted with the sole source vendor to determine this is the best price obtainable.

Purchasing Agent: _____ Date: _____

Management Approval

Village Manager/Deputy Manager: _____ Date: _____

ATTACHMENT 5

Bank of America Purchasing Card Dispute Form

Bank of America must receive transaction dispute within 60 days of Posting to your account.
Attn: Dispute & Loss Specialist

Date:

Company Name: Village of Ruidoso

Account Number:

Transaction Date:

Amount:

Merchant Description:

Please check the appropriate statement that validates your dispute. Attach supporting documentation that validates your dispute, such as: credit memos, letter to merchants, sales slips or proof of payments.

I certify that the transaction disputed was not made by me, nor were the goods or services represented by this transaction received by myself or a person authorized by me.

Although I did engage in the above transaction, I am disputing the entire charge, or a portion in the amount of \$_____. I have contacted the merchant and requested a credit to my account for the reason explained in the attached letter.

The enclosed sales slip for \$_____ appeared on my statement as \$_____.

The enclosed credit memo for \$_____ has not posted to my account OR was listed as a purchase on my statement/activity report.

I did not receive the service and/or merchandise. I have contacted the merchant and they have not resolved my dispute. I expected to receive the merchandise/services on ____ / ____ / ____.

Card Holder Signature

Date

Phone#



Lost Receipt Declaration Form

Receipts must be provided at all times. This form is for exceptional circumstances and must be submitted where a receipt or duplicate cannot be produced, but accompanied by justification..

Employee Name:	
Date of Claim:	
<ol style="list-style-type: none"> 1. This form is to be completed when the original receipt has been lost or destroyed and only where a replacement cannot be obtained. 2. Attach this form to your expense claim or P-Card Log. 3. Claim or transactions will not be approved without being supported by declaration form. 	
Type of Claim:	<p>Out of Pocket Expense Claim</p> <p>P-Card Transaction</p> <p>Travel Card Transaction</p>
Description of Goods or Services Purchased:	
Amount:	\$
Supplier Name:	
Date of Expense:	
Circumstances of loss and any additional information:	
<p>I hereby declare that I have lost or accidently destroyed the original receipt and have made every effort to obtain a replacement but have not been able to obtain one. I further declare that I have not and will not use this receipt (if found) to claim reimbursement from any other source, or to support any claim in the future.</p>	
Employee's Signature:	Date: