

3.0 RESPONSIBILITIES

The Director of Procurement and Contracting shall implement, maintain and ensure compliance with this policy, including the Mines Procurement Procedures in Exhibit 1.

Mines employees shall adhere to the ethical requirements described in the State Classified Employee Handbook or the Mines Faculty Handbook. Employees involved in the Procurement process for Goods, Services or Construction, shall:

- act in good faith;
- be held to the highest degree of trust;
- disclose, in advance, possible conflicts of interest related to Procurement transactions; and
- be bound to the Colorado School of Mines Procurement Code of Ethics, attached hereto as [Appendix A](#).

When there is reason to believe that a conflict of interest may exist in the Procurement process, the affected department should comply with the conflict of interest procedures described in the Faculty Handbook.

Procurement and Contracting shall work with campus to follow the Procurement Procedures in order to ensure the:

- integrity of the Procurement process;
- viability of the cooperative agreements and price agreements;
- process is fair to all potential vendors;
- price paid by Mines is fair and reasonable for all Goods, Services and Construction; and
- best interests of Mines are represented in each transaction.

Procurement and Contracting shall retain and dispose of Procurement records in accordance with applicable records retention policies. At this time the record retention period is three (3) years unless the transaction is related to research or a grant.

4.0 COMPLIANCE/ENFORCEMENT

If it is determined that any purchase is made committing Mines funds where the Procurement Policy and Procedures were not followed the unauthorized purchase is deemed an After-the-Fact purchase and is not processed through Procurement and Contracting. The transaction will result in non-issuance of payment, unless the transaction is ratified by the Mines Controller pursuant to Financial Policies [Section 2.2.5](#).

An attempt to circumvent Procurement Policy and Procedures by splitting a purchase on one or multiple One Cards is a violation of the Purchase Order requirement.

If it is determined that the person making such unauthorized purchase did not carry out their fiduciary duties for the benefit of the people of the State of Colorado, they will be subject to ethics sections of the State Classified Employee Handbook and Mines Faculty Handbook, [Section 6.2.3\(A\)](#).

5.0 EXCLUSIONS/DISCLAIMERS

This policy does not apply to transactions where Mines funds are not expended nor to contracts that are solely revenue producing.

6.0 DEFINITIONS

The terms defined in this section shall have the following meanings whenever they appear in this policy and procedures, unless the context in which they are used clearly requires a different meaning or a different definition is prescribed for a particular section or portion thereof.

An **After-the-Fact** (“ATF”) purchase occurs when a department makes a purchase of \$5,000 or more before the Office of Procurement and Contracting issues a Purchase Order or Change Order. For example, authorizing a vendor to begin work before the Office of Procurement and Contracting issues a Purchase Order or Change Order, even though the department has submitted a purchase requisition, is an ATF. Similarly, obtaining Goods, Services or Construction on credit and subsequently submitting the invoice with a payment voucher is an ATF unless it is a purchase specifically allowed to be paid by payment voucher as set forth on the voucher document.

Award means the formal acceptance of a Bid or Proposal by issuance of a Purchase Order or Change Order and may include the execution of a written agreement to cover performance by the vendor.

Bid means a response from a vendor to an invitation for a Bid (IFB).

Brand Name Specification means a Specification limited to one or more Goods, Services or Construction by manufacturer's names or catalogue numbers. A Brand Name Specification requires a written justification for a specific Good or Service or Construction.

Brand Name or Equal Specification means a Specification that uses one or more Manufacturer's names or catalogue numbers to describe the standard of quality, performance, and/or other characteristics needed to meet Mines requirements, and which provides for the submission of equivalent Goods, Services or Construction.

Change Order means a document that sets out changes to a previously issued Purchase Order. A Change Order provides authorization to a vendor to add to or change the original order for Goods, Services or Construction, as