

The purpose of this policy is to standardize the purchasing procedure of the Town of Rockport, thereby securing for the Town the advantages of a uniform purchasing policy in an effort to both save money and increase public confidence in the procedures for municipal purchasing.

# Rockport Purchasing Policy

Bidding - Quotes - Purchase  
Orders - Credit Cards -  
Purchasing



Rockport, Maine – January 2014,  
October 2015 Credit Card Policy inserted



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# Rockport Purchasing Policy

## Bidding – Quotes – Purchase Orders – Purchasing – Credit Cards



### Town of Rockport, Maine

Policy:	2014-01
Responsible Official:	Purchasing Agent (Town Manager)
Effective Dates:	January 1, 2014 October 13, 2015

## 1. PURPOSE

The purpose of this policy is to standardize the purchasing procedure of the Town of Rockport, thereby securing for the Town the advantages of a uniform purchasing policy in an effort to both save money and increase public confidence in the procedures for municipal purchasing, and to set guidelines for the limited use of credit cards by department heads. Additionally, it is to promote the fair and equitable treatment of all suppliers of goods and services and to clearly set forth the duties and responsibilities of the department heads and the Purchasing Agent.

## 2. DEFINITIONS

For the purposes of this Policy, the following terms, phrases, words and their derivations shall have these meanings ascribed to them:

**Bid:** A formal written solicitation from a vendor for a set price to the Town for the purchase of equipment, goods, or services, based on criteria established by the Town. It is usually referred to simply as the "bid."

**Bid Most Advantageous to the Town:** A bid chosen by taking into account quality of merchandise, suitability of merchandise, and service/reputation of the vendor. The bid deemed "most advantageous" might not necessarily mean the lowest bid received.

**Bid Package:** The complete assembly of specific related material (whether attached or incorporated by reference) furnished to prospective vendors.

**Cardholder:** Individual who has been issued a credit card (bank and/or store) and who is authorized to make purchases in accordance with these policies and procedures.

**Charge Account:** A charge account requires the balance to be paid in full each month. A charge card simply defers payment until a later date, unlike a credit card that also may charge a late payment fee.

**Cooperative Purchase:** A purchase made by the Town in conjunction with, or from, another governmental or quasi-governmental agency, such as the State of Maine, school, county, another municipality, or Mid-Coast Solid Waste Corporation.

**Competitive Bidding:** The documented process of achieving the bid most advantageous to the Town for the goods and services desired.

**Credit Card:** A credit card is a payment card issued to users as a system of payment. It allows the cardholder to obtain goods and/or services based on the holder's promise to pay for goods and/or services at a later date to any vendor accepting that form of credit card. The issuance of the card creates a revolving account and grants a line of credit to the holder from which the user can borrow money for payment to a merchant to the user. Credit cards allow the holders a continuing balance of debt, subject to interest being charged. A credit card typically involves a third-party entity that pays the seller and is reimbursed by the buyer.

**Emergency Purchase:** A purchase necessitated by a threat to public health, safety or property.

**Field Purchase:** An informal purchase of supplies needed in small quantities from any vendor for day-to-day operation made directly by a department head or his/her designee; no formal approval or Purchasing Agent pre-approval required.

**Formal Bid:** A written proposal received in a sealed envelope from a vendor, and opened at a specified day, place, and time.

**Formal Quote:** A written quote from a vendor when contacted by a department head or the Purchasing Agent for particular equipment, goods, or services.

**Goods and Services:** The complete array of purchases of the Town, including but not limited to: supplies, commodities, equipment, construction materials and labor, consulting services, and training.

**Group Purchase:** A purchase made by the Town by grouping two (2) or more departmental requisitions in one (1) purchase order.

**Invitation to Bid:** The solicitation of qualified vendors to provide equipment, goods, or services.

**Informal Quotes:** Quotations, written and oral, received from a vendor by means other than a formal Request for Proposal (RFP) or Request for Quotation (RFQ) process.



**Purchase:** Buying, renting, leasing, or otherwise acquiring supplies or services for a price.

**Purchasing Agent:** Purchasing Agent means the Purchasing Agent or the Purchasing Agent's designee, in accordance with the Town Charter.

**Purchase Order:** A document authorizing a vendor to deliver goods or services, in exchange for payment at a later date.

**Qualified Vendor:** A qualified vendor is one who agrees to the Town's terms of payment of and who demonstrates quality, timely delivery, and quality performance.

**Request for Proposal (RFP)**

A request for proposal (RFP) is a solicitation made through the bidding process interested in procuring goods or services, or valuable asset, to potential suppliers to submit proposals.

The RFP presents preliminary requirements for the commodity or service, and may dictate to varying degrees the exact structure and format of the supplier's response. Effective RFPs typically reflect the strategy and short/long-term Town objectives, providing detailed insight upon which suppliers will be able to offer a matching perspective.

**Request for Qualifications (RFQ):** A bid solicitation for professional services typically engineering, design or legal which provides the Town a method to select a qualified vendor for a particular project or task. An RFQ may be used for the following: to pre-qualify vendors, to undertake design build projects, or to select a vendor who best meets the town's requirements to perform a project or task.

**Single Purchase Limit:** A dollar amount limitation of purchasing authority delegated to a cardholder. This dollar limit may vary from cardholder to cardholder.

**Services:** The lease or rental of equipment; the repair or maintenance of equipment owned by the Town or that is the responsibility of the Town; all labor furnished to the Town by persons, firms, individuals, or corporations not part of, or connected with Town government. It shall not include:

- Professional services provided to or for the Town by attorneys, architects, engineers, auditors, and other professional consultants;
- Utilities such as electricity, water, sewer, etc.

**Specifications:** Standards, including quality, set by department heads as a guide to the

Purchasing Agent and as a measure of that which successful vendors must achieve. Specifications shall be either technical specifications for bids, which shall state formulations as broadly as is practicable, yet be specific enough to meet the requirements of the department; or non-technical specifications for bids which shall state in general terms how the quality requirements will be achieved. Department heads may rely on technical advice from suppliers, salesman and other agencies in developing specifications.

**Store Charge Card:** A store charge card is a card that provides a payment method enabling the cardholder to make purchases which are paid for by the card issuer, and to whom the cardholder becomes indebted. The cardholder is obligated to repay the debt to the card issuer in full by the due date, usually on a monthly basis, or be subject to late fees and restrictions on further card use. Store charge cards are restricted to a specific store.

**Surplus property:** Any tangible personal property, i.e. equipment, furniture, clothing, tools, or vehicles owned by the Town, which is no longer needed at present, or in the foreseeable future. Items included may have been purchased with Town funds, donated as gifts, or found.

**Supplies:** General purpose consumable items which commonly have a shorter life span in use than equipment and machines, and which are stocked for recurring use.

**Vendor:** A company from which a department head or cardholder is purchasing materials and/or equipment or services under the provisions of these policies and procedures.

### **3. PURCHASING AGENT: POWERS AND DUTIES**

The Purchasing Agent shall be the Purchasing Agent for the Town, and supervise and manage the purchase of all supplies, materials, and equipment for use by the Town in the operation/maintenance of its departments. The Purchasing Agent shall also govern the sale of surplus, obsolete, or unused supplies, materials, and equipment whenever the same shall no longer be required for municipal purposes. The Select Board shall award bids for services or materials requiring bonding. Lease purchases containing non-appropriation language shall be awarded by the Purchasing Agent.

### **4. DUTIES OF DEPARTMENT HEADS**

It shall be the duty of each department head to understand and follow the procedures outlined in these policies. Each department head shall also be required as follows:

#### **4.1. Acceptable Quality**

Determine acceptable quality of commodities, equipment, and supplies to be purchased.

#### **4.2. Department Heads Empowered to Reject**

The department heads are empowered to reject any unacceptable supply of goods and/or materials provided to the Town by a vendor on the grounds of low quality. The department head shall notify the Purchasing Agent of the rejection and supply a written report supporting the rejection.

#### **4.3. Responsibility for Invoices and Recordkeeping**

Department heads shall be responsible for signing off on invoices for goods and services purchased by their department, and keeping accurate records.

#### **4.4. Report to Purchasing Agent:**

When appropriate, department heads shall report to the Purchasing Agent the following:

- Items beyond use;
- Items being replaced or to be replaced;
- Items no longer of use to the department operations;

#### **4.5. Adequate Supplies Maintained**

Department heads are required to maintain adequate supplies on hand to minimize the need for direct field purchases.

#### **4.6. Additional Duties of Department Heads**

All other duties as outlined in this document.

### **5. PURCHASING REQUIREMENTS**

Neither the Purchasing Agent nor any department head shall make any purchase or allow any purchase to be made until an appropriation has been approved by Town Meeting or the Select Board, if applicable. However, the Purchasing Agent may permit an item to be bid prior to the approval of an appropriation, if it is in the best interest of the Town and will so note in the bid materials that the bid approval is subject to the appropriation being approved at Town Meeting.

#### **5.1. Field Purchases Up to \$500**

Field purchases of up to five hundred dollars (\$500) may be executed by informal, direct purchasing as directed by a department head. These purchases may be made without a purchase order or approval by the Purchasing Agent.

#### **5.2. Field Purchases in Excess of \$500, but less than \$3,000**

Field purchases in excess of five hundred dollars (\$500), but less than three thousand dollars

(\$3,000) may be made by the Department head, without specific pre-approval by the Purchasing Agent, but will require a purchase order issued through the Finance Department and signed by the department head and countersigned by the Purchasing Agent prior to payment issued to the vendor.

**5.3. Informal Quotes - Goods and Services Greater than \$3,000, but less than \$5,000**

All requests for goods and services in an amount greater than three thousand dollars (\$3,000), but less than five thousand (\$5,000) shall be submitted by department head to the Purchasing Agent for approval prior to purchase. A minimum of three verbal quotes is required, unless waived by the Purchasing Agent. Verbal approval by the Purchasing Agent through phone or e-mail followed by a written signature on the Purchase Order is acceptable.

**5.4. Formal Quotes -Purchases Greater than \$5,000, but less than \$25,000**

Purchases in excess of five thousand dollars, but less than \$25,000 shall be made upon approval of the Purchasing Agent. A minimum of three (3) quotes are required. If there is only a single service provider for the goods or services required, the Purchasing Agent shall be informed. An approved purchase order is required.

**5.5. Formal Bids - Purchases Greater than \$25,000**

All purchases greater than \$25,000 are required to following the formal bidding process and procedures unless waived by the Purchasing Agent as outlined in Section 8.

**5.6. Purchases Only on Purchase Order Form**

With the exception of field purchases (purchases of less than \$500) all purchases may be made only as requested on the approved Purchase Order form issued by the Finance Director or her designee.

**5.7. Best Pricing**

Department heads shall take the appropriate steps to attain the best pricing practicable with using Purchase Orders.

**5.8. Purchases Not to be Divided or Separated**

Department heads shall not divide or separate purchases into smaller increments in order to avoid spending/approved thresholds.

**6. EMERGENCY PURCHASES**

Purchases may be executed by the department head in emergency situations. Purchase Orders issued for emergency purchases shall be issued after notice has been made to the Purchasing

Agent within seventy-two (72) hours of the emergency, or as soon as practicable. An emergency is defined as those issues that will likely impact public health and or safety are immediate in nature, and waiting is not an acceptable option.

### **6.1. Emergency Requisition Notification**

The Purchasing Agent shall notify the Finance Director of the emergency requisition of goods and/or services as soon as possible after he/she has received notification from the department head of the emergency procurement of goods and/or services.

### **6.2. Finance Director Issues Purchase Order**

Upon notification of the emergency purchase, the Finance Director shall issue a purchase order and advise the Purchasing Agent and department head on the effect of the emergency purchase on the department head's budget.

### **6.3. Purchase Order Signatures Required**

The department head and Purchasing Agent shall both sign the purchase order.

### **6.4. Documentation Required for Payment**

When submitting the invoice for payment to the Finance Department, the purchase order, W-9, and all applicable insurance certificates, as may be applicable, must accompany the invoice before payment can be issued.

## **7. BANK CREDIT CARD, STORE CREDIT CARD, AND STORE CREDIT POLICIES AND PROCEDURES**

Using credit on behalf of the Town for the purpose of conducting Town business is a critical part of operating a multi-million-dollar municipality. For that reason, it is imperative that guidelines be established for the purpose of permitting certain town personnel to make those purchases on behalf of the Town in order to conduct the Town's day-to-day business in a safe and cost-efficient manner, and to eliminate any delays in making payments to vendors that could result in additional unnecessary costs to the Town.

### **7.1. Issuance of Bank Credit Cards, Store Credit Cards, and Store Credit**

Only the Purchasing Agent shall authorize the issuance of credit to specific employees, and authorize a maximum credit limit on each authorized credit. These employees shall be known as "Cardholders" for the purposes of these policies.

#### **7.1.1. Agreement**

A Cardholder must sign documentation verifying agreement to the conditions of use of any credit card or store credit.

### **7.1.2. Purchase Authority**

The Purchasing Agent will determine the purchase authority of a Cardholder and sign an enrollment form indicating approval.

### **7.1.3. Enrollment Review**

The Purchasing Agent will review the enrollment form and process for issuance of credit cards to a Cardholder.

## **7.2. Use of the Bank and Store Credit Cards**

### **7.2.1. Bank and Store Credit Cards Authorization**

A Cardholder may make transactions on behalf of others in their department. However, the Cardholder is responsible for all use of his/her card. On occasion, as there may only be access to certain cards kept by the Town Manager and the Executive Secretary, they may share their card with town personnel for purchasing. Anyone borrowing a credit card shall immediately return the card borrowed after use and must leave receipts with the Executive Secretary.

### **7.2.2. Business Use Only**

The credit card, store credit card, and store credit is to be used in the conduct of Town business only. The use of Town credit to acquire or purchase goods and services for other than official use of the Town is fraudulent use and may subject the employee to disciplinary action up to and including dismissal, as specified in the Town's Personnel Policy, and/or criminal prosecution. Refer also to article 7.14 herein.

## **7.3. Use of Bank Credit Cards, Store Credit Cards, and Store Credit is Limited to the following conditions:**

### **7.3.1. Total Transaction Limit**

The total value of a transaction shall not exceed a Cardholder's single purchase limit. Payment for a purchase will not be split into multiple transactions to stay within the single purchase limit.

### **7.3.2. Spending Limits**

Spending limits shall be adhered to.

### **7.3.3. Interest and Late Fees for Late Payment**

The Finance Director shall inform the Town Manager if any credit card account is assessed a late fee plus interest costs. Anyone responsible for a credit card charge that does not report the transaction in a timely manner that results in penalties and late fees on

the account may be subject to disciplinary action as outlined in section 7.14.

#### **7.4. Cardholder to Retain Receipts**

The Cardholder shall retain vendor's receipts and/or records of telephone, Internet, and/or mail orders and file for future reconciliation of the bank credit card, and store credit card statements.

#### **7.5. Unauthorized Bank Credit Card, Store Credit Card, and Store Credit Use**

Any Town issued credit card and store credit shall not be used for the following:

- Personal purchases or identification;
- A purchase that exceeds the Cardholder's single, daily, and/or monthly purchase limit;
- Cash Advances;
- The purchase of tobacco or alcohol;
- Medications or other items of a personal nature (except for general assistance).

#### **7.6. Making a Purchase**

Each Cardholder must adhere to purchasing and bidding requirements set forth in these policies, maintaining policy and procedures limitations surrounding purchases.

##### **7.6.1. Over-the-Counter Purchase**

When the purchase is made over-the-counter the Cardholder shall retain the invoice and/or "customer copy" of the charge receipt. The Cardholder is responsible for checking that the vendor lists the quantity, fully describes the item(s), and excludes sales tax, prior to the Cardholder signing the slip.

##### **7.6.2. Internet Purchase**

When the purchase is made on the Internet the Cardholder shall print a copy of the receipt and order confirmation before exiting the site.

##### **7.6.3. Telephone Purchase**

When a purchase is made over the telephone the Cardholder shall have the vendor fax or e-mail them a copy of the receipt.

#### **7.6.4. Mail Purchase**

When the purchase is made by mail the Cardholder shall retain all confirmations and shipping documentation.

#### **7.6.5. Returned Items**

When an item is returned the vendor shall issue the Cardholder a credit, which should appear on a subsequent statement. *Under no circumstances should the Cardholder accept cash in lieu of a credit to the credit card account.*

### **7.7. Accidental Use of Town Issued Credit Card**

In cases when a Cardholder inadvertently uses the Town's credit card mistakenly the Cardholder must immediately notify the Purchasing Agent and the Finance Director. The Cardholder may either notify the credit card company and get the charges transferred to his/her personal account, or, the Cardholder may make payment directly to the Town for the entire amount of the purchase. Repeated such incidents may be subject to disciplinary action, up to and including termination as outlined in article 7.14.

### **7.8. Cardholder Record Keeping**

Whenever a credit card purchase is made (bank or store credit) either over-the-counter or by other means, documentation shall be obtained as proof of purchase. Such documentation will be used to verify the purchases listed on the Cardholder's monthly statement of account.

#### **7.8.1. Transaction Log –Bank Credit Card Only**

Each credit card Cardholder shall be required to maintain a Transaction Log of each purchase made by using the credit card. Each transaction shall be added to this log. The following information should be included:

- Receipt Date
- Vendor name
- Purchase amount
- Total cost
- Comments: "Comments" should include the purpose of the purchase, whether there was an under/over shipment of quantity, if there are errors to be resolved, if goods were damaged, or if the purchase was for food, who it was for and why.



### **7.8.2. Review of Monthly Statement – Bank Credit Card**

At the end of each billing cycle, the Cardholder shall receive his/her monthly statement of account that will list the Cardholder's transactions for that period.

### **7.8.3. Transactions Verified Against Purchasing Log and Monthly Statement – Bank Credit Card**

The Cardholder will reconcile the monthly statement received from the Credit Card Company with the Cardholder Transaction Log. The original sales documents (invoice, cash register tape, credit card slips, etc.) for all items listed on the monthly statement must be neatly attached by date in accordance with the Transaction Log, and submitted with the statement to the Finance Department within five (5) business days of receiving the monthly statement. If an item is returned and a credit voucher received, the Cardholder shall verify that this credit is reflected on the monthly statement.

### **7.8.4. Items Not Listed on Statement Retained**

If purchased items are not listed on the monthly statement, the appropriate transaction documentation shall be retained by the Cardholder until the next monthly statement. If the purchase or credit does not appear on the statement within sixty (60) days after the date of purchase, the Cardholder shall notify credit card Company for investigation, and notify the Purchasing Agent and the Finance Director.

### **7.8.5. Unacceptable Credit Card Purchases**

If the item purchased by credit card is found to be unacceptable, the Cardholder is responsible for obtaining replacement or correction of the item as soon as possible. If the vendor has not replaced or corrected the item by the date the Cardholder receives his/her monthly statement, then the purchase of that item will be considered in dispute. The Cardholder must contact and notify the credit card company that a particular purchase is in dispute and appropriately document the same. A written account of the dispute should be attached to the monthly credit card statement and forwarded to the Finance Director.

## **7.9. Credit Card Charges Processed for Payment**

The Finance Director will review the credit card documents for correctness, charge the proper accounts and notify the Department Head if an account number is changed, and process the approved charges for payment.

In the event the Department Head does not provide the Finance Department with the correct documentation in order to issue payment in a timely manner, and late fees and interest fees are assessed on the account, the Cardholder shall be held responsible. The Town Manager shall then determine appropriate disciplinary action, as may be necessary, as outlined in article 7.14.

## **7.10. Cardholder Security**

It is the Cardholder's responsibility to safeguard the credit card and account number to the same degree that a Cardholder safeguards his/her personal credit information. A violation of this trust shall result in the Cardholder having his/her card withdrawn and disciplinary action taken as may be appropriate.

### **7.10.1. Notification of Credit Card Lost or Stolen**

If the card is lost or stolen the Cardholder shall immediately notify the credit card company. The Purchasing Agent, Executive Secretary, and Finance Director should also be notified and the Lost/Stolen Card Notification form filled out immediately after reporting to the credit card company.

### **7.10.2. Issuance of New Credit Card**

A new card shall be promptly issued to the Cardholder after the reported loss or theft. A card that is subsequently found by the Cardholder after being reported lost shall be destroyed.

### **7.10.3 Revocation of Privileges**

An employee may have two cards replaced due to loss or theft. Any additional losses of a credit card thereafter may result in revocation of privileges by the Purchasing Agent.

## **7.11 Cardholder Separation of Employment**

Prior to separation from employment with the Town of Rockport, Maine, the Cardholder shall surrender the credit card and current credit card proofs of purchase to the Purchasing Agent or the Executive Secretary and the credit card will be destroyed or re-distributed. Upon its receipt, the Purchasing Agent will follow the steps outlined under Review of Monthly Statement and Payment of Credit Card Purchases.

## **7.12 Store Credit Card Purchases**

The same policies apply to store credit card usage as it does to credit cards in general. The difference between credit card purchases and store credit cards is that the store credit card can only be used in a specific store. Some examples of a store credit card would be Home Depot or Lowes. Store credit cards can be issued in a Department Heads name with approval from the Purchasing Agent, and limits shall be established.

### **7.12.1 Receipts Required**

Any Employee that makes a purchase using a store credit card is required to obtain the receipt for the purchase. The Department Head must properly code and initial the purchase for approval and forward the receipt for payment to the Finance Director within five (5) business days of the actual purchase. If the Department Head is lax in getting the receipt to the Finance Director disciplinary action could result.

### **7.12.2 Store Credit Card Statement Reconciled**

The Finance Director shall be responsible for reconciling the store credit card statement on a monthly basis.

### **7.13 Store Charges**

Store charges may be offered by specific retailers within the local area. As such Department Heads or authorized employees of the Town are permitted to make purchases under these established accounts, under the Town's name. Store charges differ from the use of a credit card or a store credit card, as there is no card required. However, purchases are made on credit on behalf of the Town therefore obligating the Town to make full payment of all charges on a monthly basis; otherwise late fees may be assessed.

#### **7.13.1. Receipt Required**

Any individual that makes a purchase using a store charge is required to obtain the receipt for the purchase. The Department Head must properly code and initial the purchase for approval and forward the receipt for payment to the Finance Director within five (5) business days of the actual purchase. If the Department Head is lax in getting the receipt to the Finance Director disciplinary action could result.

#### **7.13.2. Store Charges Reconciled**

The Finance Director shall be responsible for reconciling the store charges on a monthly basis.

### **7.14 Discipline for Misuse**

Any representative of the Town who makes unauthorized purchases may be liable for the total dollar amount of unauthorized purchases, plus any administrative fees charged by the bank or card company in connection with the misuse. Any person who makes unauthorized purchases with the credit card may receive written warnings depending on the seriousness of the infraction; Cardholder's credit card privileges may be revoked; misuse of a credit card by the Cardholder shall result in a notation in the Cardholder's personnel file. Store credit infractions will be handled in a similar manner. Misuse of any town credit may result in termination of employment based on the seriousness of the infraction and/or the number of infractions.

## **8. QUOTES and BIDDING PROCEDURES**

### **8.1. Quoting Procedures; More than \$1,500, but less than \$5,000; and \$5,000 to less than \$25,000**

Quotes shall be allowed when the total purchase price is more than \$1,500 and less than \$25,000, unless the Purchasing Agent recommends use of formal bidding procedures due to project complexity, funding source requirement, or to ensure that the Town is receiving the best price or value.

#### **8.1.1. Documentation of Field Purchase of over \$1,500 but under \$5,000**

The department head, shall obtain and document informal quotes for purchases over one thousand five hundred dollars (\$1,500) and under five thousand dollars (\$5,000). A

minimum of three quotes will be solicited whenever possible. The quotes shall be given in verbal or written format (including e-mail message). Time and date of quotes received need not be specified; advertising is not required.

#### **8.1.2. Formal Quotes Required for Purchases \$5,000 and under \$25,000**

The department head, shall obtain and document formal quotes from a minimum of three vendors and shall be required for purchases from five thousand dollars (\$5,000) and under twenty-five thousand dollars (\$25,000), whenever possible. The informal quotes received will be submitted to the Purchasing Agent for review and approval. Time and date of the formal quotes received need not be specified; advertising not required.

#### **8.1.3. Security Requirements Projects Less than \$25,000**

The Purchasing Agent may include security requirements for projects less than \$25,000 and in other types of purchases where doing so is determined to be in the best interests of the Town.

#### **8.1.4. Purchasing Agent Decision Regarding Informal Quotes**

In the event that less than three (3) quotes are received, the Purchasing Agent may either award the purchase on the basis of the best quote of those submitted or shall order the procurement of additional quotes, or other method of procuring the best price for the Town.

The Purchasing Agent shall determine whether or not it is in the best interest of the Town to award an informal proposal, or to proceed to a formal bidding process.

### **8.2. Formal Bidding Procedures: More than \$25,000.**

Competitive formal bids shall be administered by the Purchasing Agent. The procedure for formal bidding shall be as follows:

#### **8.2.1. Invitation for Bids Prepared**

The Purchasing Agent shall be responsible for the preparation of the invitation for bids, describing the Town's requirements clearly, accurately, and completely, but avoiding unnecessarily restrictive specifications that unduly limit the number of bidders. Every invitation to bid shall note that all purchases are subject to the conditions set forth in these policies.

##### **8.2.1.1. Bid format (Request for Proposal – RFP)**

- Bid specifications will be, whenever practical, in a standardized format depending on the category of goods or services sought.
  
- Bid packages will be, whenever possible, standardized.

- Establishing bids specifications shall be the responsibility of the Purchasing Agent.

### **8.2.2. Invitation for Bids Publicized and Distributed**

The Purchasing Agent shall publicize the invitation for bids through the following methods at least ten (10) calendar days prior to the time set for public opening of sealed bids:

- Posting at approved posting locations in Town;
- Town of Rockport website;
- Appropriate web based bid sites;
- Appropriate publications; and/or
- All other means as the Purchasing Agent determines appropriate.

### **8.2.3. Vendors Security Required**

The Purchasing Agent shall require security from vendors for construction projects estimated to be in excess of \$25,000. The form of the security will be prescribed by the Purchasing Agent and acceptable by the Town Attorney and may consist, but is not limited to, bonds issued by surety companies licensed within the United States, certified checks and irrevocable letters of credit at banks acceptable to the Town. The elements of a purchase to be secured may include, but are not limited to, the following:

- **Bid Price:** To insure a margin above the bid price, from the time of bid opening until signing of the contract, in case of default by the bidder. The amount is used to offset the cost of accepting the next lowest qualified bidder. Minimum of 10% of bid price.
- **Performance:** To ensure compliance with and completion of the contract. 100% of contract.
- **Labor and Material Payment:** To insure payment to suppliers and subcontractors by the contractor. 100% of contract.

### **8.2.4. Bids Publicly Opened at Date, Time, Place Specified**

Bids shall be publicly opened at the time and place specified in the invitation to bid. Each bid received shall be date and time stamped.

The bids shall be read in public, and thereafter be inspected and processed for award. In determining the bid most advantageous, the Purchasing Agent shall, whenever possible, analyze the bids so that the bids may be compared on an equal basis.

All bidders shall be notified in writing of bid results within 10 days after the bids have been opened.

**8.2.5. Bid Specification Meeting**

The department head or Purchasing Agent may hold a bid specification meeting when a particular project is complex or when it will clarify the project or service required. The meeting shall be open to all interested perspective bidders. Said meeting time and place shall be included in the bid documents and all advertisements.

**8.2.6. Formal, Sealed Bids Required; Late Bids Not Accepted**

Formal, sealed bids shall be submitted by qualified vendors before the stated deadline, and may be withdrawn by any bidder before the deadline. After the deadline the Purchasing Agent shall receive no further bids, and no bidder shall withdraw a bid. No email, attachment, or faxed bids will be accepted. The town shall retain custody of all bids submitted pursuant to this Policy.

**8.2.7. Competitive Bidding Requirements Waived**

The Purchasing Agent may waive the requirements for competitive bidding in cases of emergency, or when the purchase is inappropriate for competitive bidding due to the nature of the item, time constraints, or other factors, provided that the Purchasing Agent shall file a statement of the reason(s) for waiving competitive bidding.

**8.2.8. Conflict of Interest**

A Conflict of Interest form must be completed as part of the bid proposal by each bidder. No employee of the town shall solicit the favorable treatment of himself or others with vendors customarily bidding for town purchase awards, nor shall any employee accept any gift from any vendor interested in obtaining town purchases, except for an advertising token of insignificant value. An employee of the Town is permitted to submit bids for Town projects, to provide services, or to offer items for sale, but shall not be granted any preferential treatment in determining the award of the bid.

**8.2.9. Tied Bids by Equally Qualified Bidders**

In the event of a tie by equally qualified bidders where one bid is not considered a bid most advantageous, the following rules shall apply to the tied bidders:

Preference for award shall be given first to any bidder who is located within Rockport. If none of the bidders are located in Rockport preference shall then be given to any bidder

located within the State of Maine.

#### **8.2.10. Preference to Local Bidders**

For purposes of this section, “Located in Rockport” shall mean bidders whose company headquarters are located in Rockport and/or who pay excise tax on their vehicles in Rockport and/or who pay personal property tax in Rockport. Individuals shall be classified as “Located in Rockport” if they are residents of the Town of Rockport.

#### **8.2.11. Bid Award; Town Rights to Award or Reject Bids**

All bids shall be awarded on the basis of the bid most advantageous to the Town, which may or may not be the lowest bidder. Nothing in these policies shall preclude the Town from rejecting any and all bids, retaining its right to re-bid, or to negotiate with the apparent successful bidder.

The Town reserves the right to reject any and all bids, or to accept the bid that appears to be in the best interest of the Town, investigate the qualifications of any bidder, and to waive or not waive any and all formalities in the bids when making an award.

A contract may be awarded to the responsible bidder whose bid meets all specifications required by the Town and whose bid is determined to be the most advantageous to the Town. Award may be delayed pending verification of the bidder’s credentials, insurance or security (if required), and references or review of the bids received.

#### **8.2.12. Statement Required for Bid Award**

The Purchasing Agent shall file a statement of the reasons for determining the bid most advantageous to the Town, together with all papers relating to the bidding process for the Formal Bidding process, unless required as part of a grant.

#### **8.2.13. Formal Bids Retained**

Competitive formal bids received by the Town shall be retained by the Town in a Bid Master File.

#### **8.2.14. Bid Master File**

The department head or Purchasing Agent shall establish a Bid Master File, which includes a check-off sheet and all required documentation including, but not limited to the following:

- Copies of RFP or RFQ; advertising/web postings and indication of location(s) where the RFP was posted/advertised;
- Mailing/contact list of bidders contacted;

- Bid responses;
- Bid tabulation;
- Award letter/rejection letters;
- Post bid results on the Town website;
- Notes from any bid specification review meetings with participant roster.

#### **8.2.15. Custody of Bids Retained by Town**

The Town retains custody of all bids submitted, pursuant to this Policy.

### **9. RE-BIDDING**

The Purchasing Agent is authorized to solicit the re-bid for any or all items that have been noticed for bidding where less than three bids have been received, notwithstanding solicitations seeking the same, or where no bid most advantageous to the town has been received.

### **10. PURCHASE ORDER PROCEDURES**

A purchase order obligates the Town to purchase service or goods from a provider or vendor once the purchase order has been received by the provider or vendor. The Town has established a purchase order process to help manage the expenses of the municipal government for control purposes.

The procedures for when and how to obtain purchases order is as follows:

#### **10.1. Execution of Purchase Order**

The Department heads shall contact the Finance Department to execute a purchase order for purchases in excess of \$500 and obtain a purchase order number prior to making a purchase. \$500 to \$3,000 requires department head approval, but no pre-approval by the Purchasing Agent. \$3,000 and up requires Purchasing Agent approval prior to the purchase; both the Purchasing Agent and Department Head are required to sign the purchase order.

#### **10.2. Purchasing Agent Approval**

Purchasing Agent approval is required for all purchases starting at \$500. Purchases over \$3,000 require pre-approval of the Purchasing Agent prior to making a purchase. Approval may be either verbal or written. The Purchasing Agent shall be available via telephone, cell-phone, or text messaging for department heads to request approval of purchases. Purchasing Agent shall respond to department heads purchasing requests in a timely manner.



### **10.3. Issuance of Purchase Order**

The Finance Director or her designee shall issue the purchase order upon notification that policies and procedures have been met, which will include the name of the vendor (if the vendor is new a W-9 must be provided to the Finance Director), the item or services to be provided, and the maximum estimated amount requested by the department head for the purchase. However, if the purchase is anticipated to overdraw a budget line, the department head must get pre-approval from the Purchasing Agent to overdraw the appropriation line.

### **10.4. Purchase Order Attached to Invoice**

The Finance Director may hold a purchase order, which will later be attached to the connecting invoice for payment, or the department head may hold the purchase order to submit along with the invoice for payment to the Finance Director.

### **10.5. Purchase Order and Invoice Submitted for Payment**

Once the purchase order and invoice are gathered together and submitted to the Finance Department, payment of the obligation shall be processed through accounts payable.

## **11. CONTRACT PROCESSING**

The Purchasing Agent is designated as the contracting officer of the Town; a department head may not obligate the Town to any contract by signing a document on the Town's behalf. Execution of a contract or contract change order accompanying a purchase order or purchase change order greater than one thousand dollars (\$1,000) shall occur only after the contract has been reviewed as to form by the Town Attorney and funding confirmed by the Finance Director. Purchases involving contracts are subject to all other provisions of the Purchasing Policy.

## **12. CONDITIONS OF PURCHASE**

All purchases made by the Town shall be subject to the following conditions:

### **12.1. Purchases Awarded**

All purchases shall be awarded on the basis of the lowest quote or bid meeting specifications or the bid most advantageous to the town and meeting specifications.

### **12.2. Purchases Subject to Reservation**

All purchases shall be subject to the reservation of the right by the Town to accept or reject any or all bids.

## **13. EXCHANGE FOR GOODS AND SERVICES**

On occasion the Town might find itself in a position to barter for goods or services, in exchange for providing a service, borrowing or loaning equipment, or providing supplies or commodities, all of which are considered to be Town assets. In most cases, this exchange will be between the Town, another governmental agency, or non-profit organization.

### **13.1. Between Town and Private Entity**

The exchange of services between the Town and a private entity may be deemed to be beneficial to the Town. If the Purchasing Agent deems this service to be of benefit to the public good, then he shall grant permission for the exchange or service to be provided with or without conditions and/or restrictions. Permission, and/or conditions, and/or restrictions shall be determined on a case by case basis.

### **13.2. Transfer, Waiving Fees, Performance of Town Services in Exchange for Goods or Services**

Any transfer of Town assets, waiving or abatement of fees, or performance of Town services in exchange for goods or services must be approved in advance by the Purchasing Agent. Goods or services exchanged carry a monetary value; as such the result of the exchange must be for equal or more value than the goods and/or service exchanged and/or provided.

### **13.3. Exchange of Goods and Services Documentation**

The Department head shall be responsible for documenting any exchange of goods and services, assigning values to the exchange, describing the reasons surrounding the exchange, date of occurrence, and for filing the report in the finance department, no later than two business days after the initial exchange has occurred.

### **13.4. Employee to Not Benefit for Exchange of Goods or Services**

Under no circumstances shall any Town employee benefit as a result of bartering or exchanging for Town's goods or services.

## **14. OPTIONAL PURCHASING METHODS**

Notwithstanding any other provision of this policy to the contrary, the following methods may be employed for the purpose of purchasing goods and services.

### **14.1. Blanket Purchases**

The Purchasing Agent is empowered to bid and award blanket purchase orders for goods and services at an agreed price and/or quantities, but in quantities delivered and paid for as needed, subject to other provisions of the Purchasing Policy.

### **14.2. Emergency Waiver of Bidding Requirements**

The bidding procedures may be waived by the Purchasing Agent when there exists an emergency. Refer to Section 6, and 6.1 through 6.4 for emergency purchases.

### **14.3. Change Purchase Orders**

The Purchasing Agent is empowered to issue change purchase orders for changes in scope or quantity of an existing purchase. The change purchase amount is subject to all provisions of the Purchasing Policy.

### **14.4. Cooperative Purchases without Competitive Bidding**

The Purchasing Agent may make cooperative purchases without competitive bidding, if the Purchasing Agent determines the purchase being made after competitive bidding by the cooperative entity is at a price more advantageous than the Town would be likely to obtain by competitive bidding on its own.

### **14.5. Requests for Proposals (RFP) or Requests for Qualifications**

The Purchasing Agent may solicit competitive proposals if he/she determines that compiling detailed technical specifications, or hiring professional services is not feasible or advantageous. Solicitation and award of RFPs or RFQs is subject to other provisions of the Purchasing Policy.

### **14.6. Regional Purchasing**

The Purchasing Agent and department heads may participate in solicitations to bid conducted by the Town or another town or Purchasing Agent where the goal is to bid for goods and services for more than one town or town subject to other provisions of the Purchasing Policy.

### **14.7. Single Source Providers**

In the case of a single source provider, the vendor shall be contacted by the department head in advance of seeking authorization from the Purchasing Agent to make a purchase. A proposal shall then be provided and reviewed by the Purchasing Agent.

### **14.8. State Bid Prices; Purchases Made through State;**

The department head may, with approval of the Purchasing Agent, waive bidding procedures when purchasing through the State of Maine or at State bid prices.

## **15. EXCEPTIONS and EXEMPTIONS**

### **15.1. Exception Reporting**

The department head shall report apparent exceptions to the bidding and award requirements to the Purchasing Agent.

### **15.2. Exemptions to Bidding and Approval Requirements**

Payments exempt from the bidding Purchasing Agent approval requirements due to their nature or other statutory provisions include:

- Utility consumption costs including electrical, water and sewer;
- Telephone call charges;
- Advertising;
- Postage;
- Federal, state and local taxes;
- Court judgments;
- Workers Compensation claims;
- Debt service payments;
- Police special investigative costs where disclosure may jeopardize an investigation;
- Any other purchase determined by the Purchasing Agent to be in the Town's best interest not to seek formal bids and with a majority vote of approval by the Select Board.

**16. IMPLEMENTATION**

To facilitate conduct in accordance with this policy, a copy of this policy shall be made available to town officials and department heads prior to the effective date, and at other such times as may be necessary.

Purchasing Policy Vote

Adopted by vote of the Select Board on:

December 9, 2013

Select Board Members:

William Chapman, Chair

Charlton Ames, Vice-Chair

Tracy Lee Murphy

Kenneth McKinley

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Richard C. Bates, Purchasing Agent

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Geoffrey Parker

Credit Card Policy Vote

Adopted by vote of the Select Board on:

October 13, 2015

Select Board Members:

William Chapman, Chair

Kenneth McKinley, Vice-Chair

Tracy Lee Murphy

Geoffrey Parker

Owen Casas

A handwritten signature in black ink, appearing to read "Richard C. Bates". The signature is fluid and cursive, with a long horizontal stroke extending to the right.

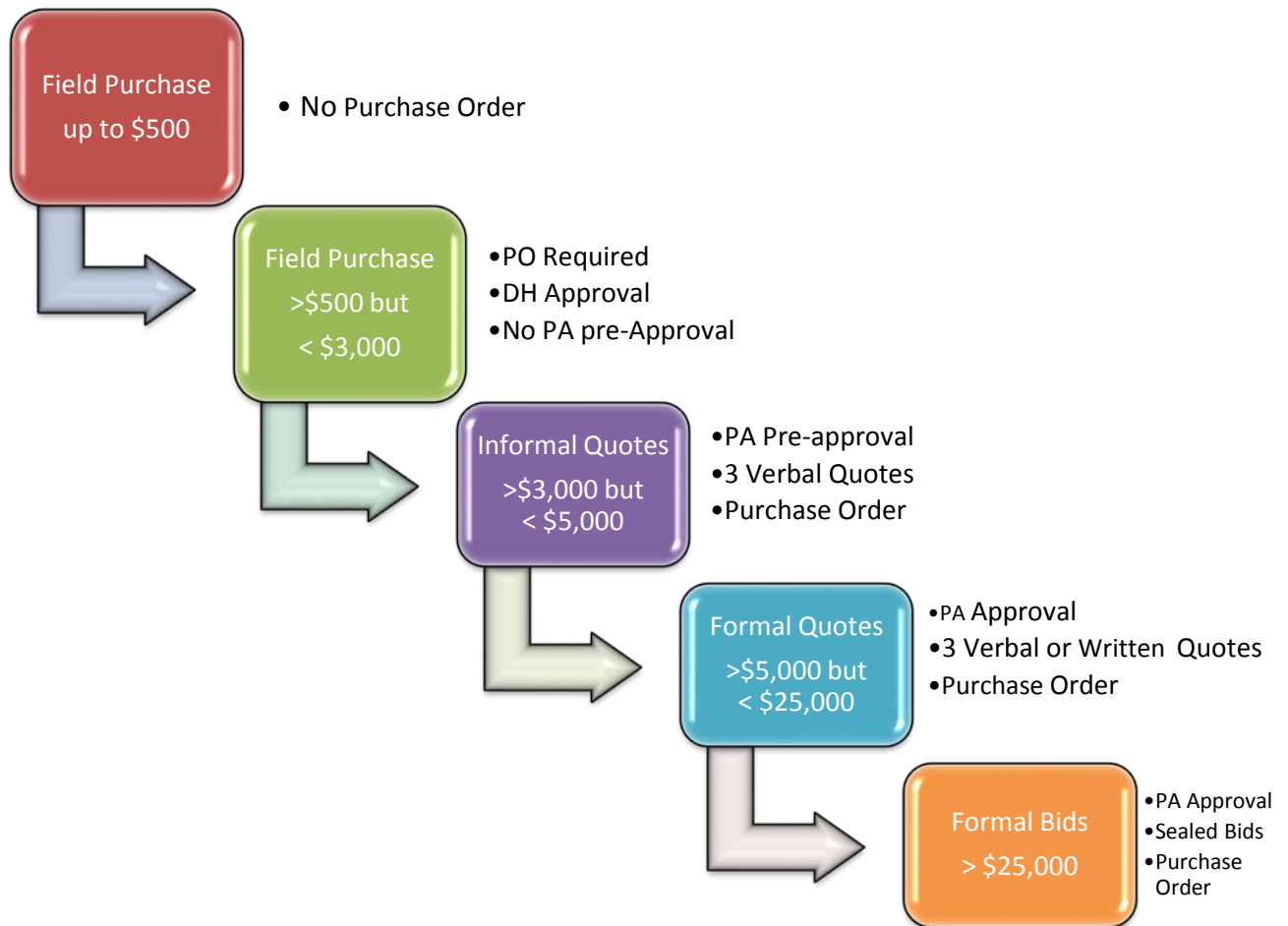
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Richard C. Bates, Purchasing Agent

# Appendices

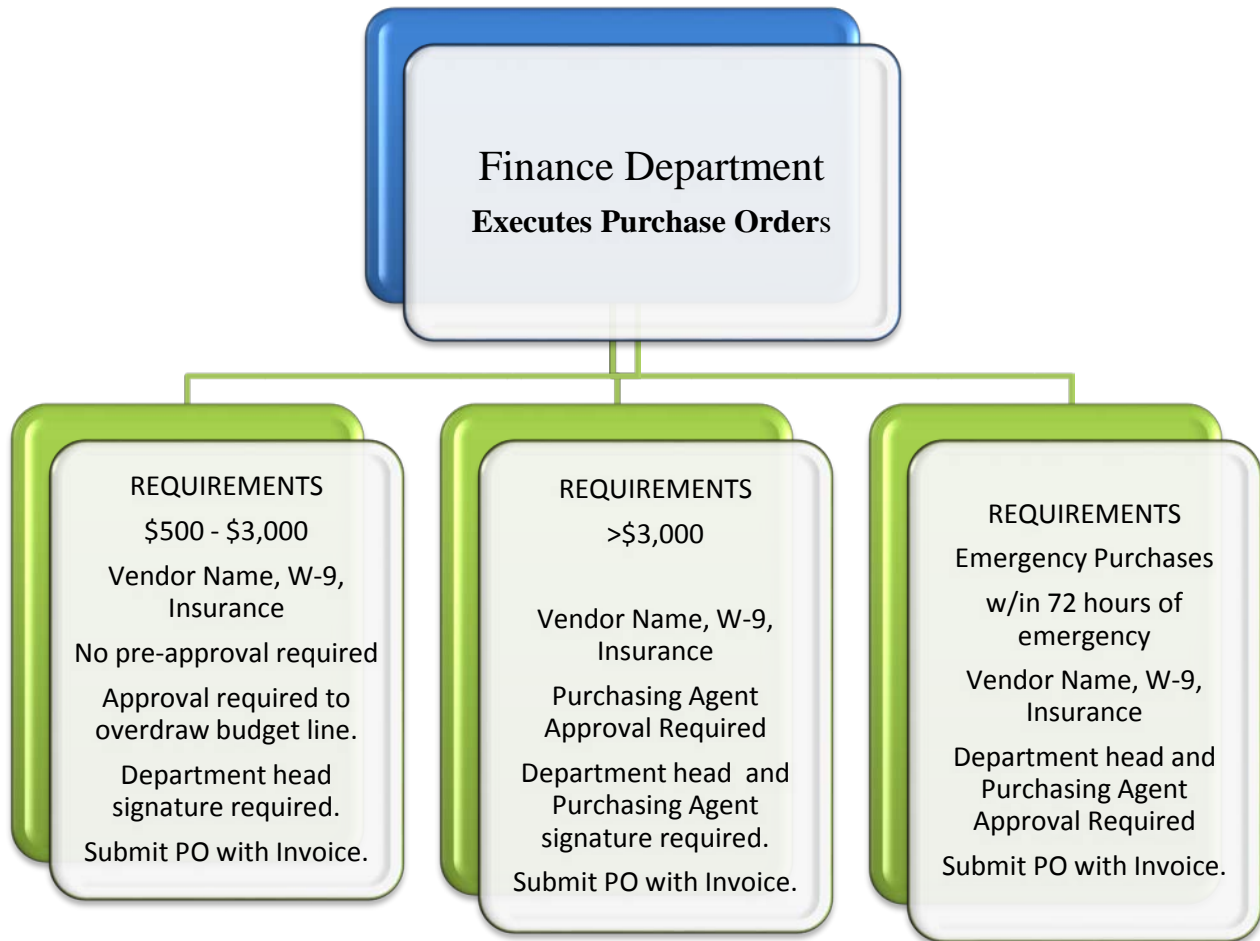
## Purchasing Procedures

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# Purchase Order Procedures

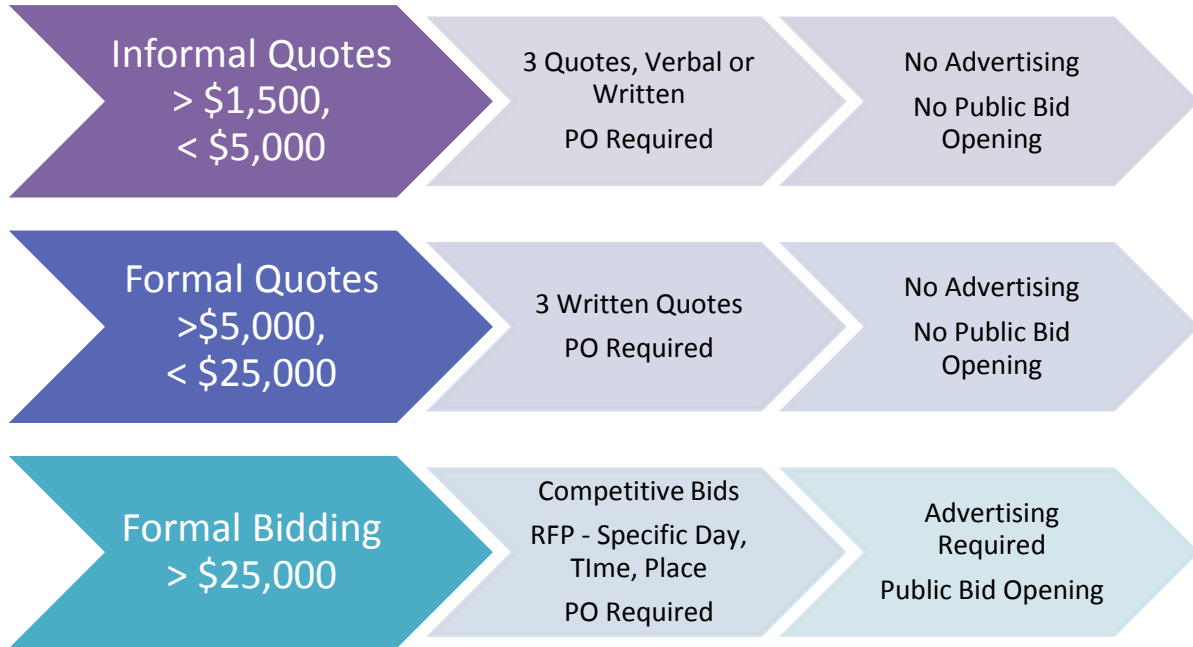
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# Quotes and Bidding Procedures

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< = less than  
> = greater than

**Town of Rockport, Maine**  
**Credit Card Enrollment Form**  
**Employee/Cardholder Information**

Cardholder Name \_\_\_\_\_ Cardholder's Signature \_\_\_\_\_  
 Card Number \_\_\_\_\_ Social Security Number \_\_\_\_\_  
 Department \_\_\_\_\_ Date Card Issued: \_\_\_\_\_

Card Limits: Purchasing Agent Designates Maximum Purchase Limits (circle)

Transaction	Daily	Monthly
\$250	\$500	\$500
\$500	\$1,000	\$1,000
\$750	\$1,500	\$1,500
\$1,000	\$2,000	\$2,000
\$1,500	\$3,000	\$3,000
\$3,000	\$4,000	\$4,000
\$5,000	\$5,000	\$5,000

**Cardholder's Agreement**

I understand that the use of the Town of Rockport, Maine credit card for small value purchases is a standard procedure of the Town. I will be expected to use the credit card issued to me as directed by my supervisor under the provisions of the standard procedure. Any such purchases made with my town sponsored credit card will be considered to be made by me and my responsibility. I will be responsible for the safe keeping of the credit card issued to me and if lost, I will report its loss immediately to my supervisor.

The use of a Town credit card to acquire or purchase goods and services for other than the official use of the Town is fraudulent use. An employee guilty of fraudulent use will be subject to disciplinary action, up to and including dismissal. I agree that any reimbursement owed the Town, as a result of this use, may be deducted from my wages or other moneys owed to me by the Town and that I may be responsible for interest on late submittal of receipts and credit card statements

I have read, understand and agree to the conditions above:

Cardholder's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Purchasing Agent's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**Town of Rockport, Maine**  
**Lost/Stolen Card Notification**

Cardholder's Name: \_\_\_\_\_ Card Number: \_\_\_\_\_

*Please Check One:*

Card  
was:

Lost

Stolen

Other (Describe)

Describe how card was lost/stolen:

Was a police report filed (circle):    Yes    No

If yes:

Department: \_\_\_\_\_

Report Number: \_\_\_\_\_

*Cardholder Notified the Credit Card Company:*

Date: \_\_\_\_\_

Time: \_\_\_\_\_

Cardholder's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Town Manager's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**Town of Rockport, Maine**  
**Transaction Dispute Form**

**Cardholder Information:**

Cardholder's Name:	_____	Card Number:	_____
Cardholder's Signature:	_____	Date:	_____
Vendor Name:	_____	Transaction Date:	_____
Statement Date:	_____	Posting Date:	_____
Transaction Number:	_____	Date Lender	_____
Amount Disputed:	_____	Notified:	_____

**Detail of Dispute:**

The item referenced above is being disputed because:

- There is a difference in the amount authorized and the amount billed.  
*Attach a copy of the charge.*
- I only transacted one charge and I was previously billed for it.  
*Date of previous charge:*
- The above transaction is mine but I am disputing the transaction. (Please state reason(s) for dispute in detail.)
- I do not recognize the transaction.
- I have received a credit voucher for the above transaction, but it has not yet appeared on my account.  
*Attach a copy of the credit voucher.*
- My account has been charged for the above transaction, but I have not received the merchandise. The details of my attempt to resolve the dispute with the merchant and the merchant's response are indicated below (*or attached*).

Attach the completed form to your monthly statement for review and approval.

### Credit Card - Cardholder Transaction Log

7.8.1 Purchasing Policy

	Dates
<i>Last 4 Digits Card Number</i>	
From	
To	

VISA

MASTERCARD

Other \_\_\_\_\_

Receipt Date	Vendor Name	Comments/Purpose	Purchase Amount	Total Cost	Appropriation Line Number
			<b>TOTAL</b>		

\_\_\_\_\_

Cardholder Signature

\_\_\_\_\_

Date

Attach all receipts in order by date.