

Consortium of County Law Library Resources Boards

Administrative Policies

SECTION I. SCOPE OF POLICIES

Administrative Policy 1. Purpose.

The purpose of these Administrative Policies is to establish standards and procedures governing the administrative operation of the Consortium of County Law Library Resources Boards, including matters related to expenditure of public funds appropriated to or collected by the Consortium, travel and the hosting of meeting.

Administrative Policy 2. Authority.

These Administrative Policies are adopted pursuant to Ohio Revised Code Section 3375.481, which established the Statewide Consortium of County Law Library Resources Boards and charged it with negotiating contracts, purchasing, consulting and assisting local county law library resources boards, and holding meetings.

Administrative Policy 3. Application.

These Administrative Policies shall apply to the Consortium's Board, its Executive Director, and its Advisory Board.

SECTION II. OPERATIONS POLICIES

Administrative Policy 4. Purchasing and Contracts.

This policy is intended to establish consistent standards and procedures for the competitive selection of goods and services purchased by the Consortium, and to identify the process for the preparation and administration of contracts.

(A) Purchase Requisitions. A Purchase Requisition Form is required prior to any Consortium purchase of goods or services from a vendor. A purchase shall be initiated by the Board, or the Executive Director with the Board's approval. (a copy of the form is provided at Attachment A).

(B) Vendor Quotes. The Purchase Requisition Form shall indicate the required number of vendor quotes. The quotes may be obtained by the Board or the Executive Director. The number and kind of vendor quotes may vary, based upon the amount of the purchase, as follows:

(1) Purchases of \$500 or less. If the total cost of the goods and services to be purchased, including discounts, is \$500 or less, the Purchase Requisition Form shall reference a minimum of one verbal or written quote.

(2) **Purchases greater than \$500 but not more than \$2,500.** If the total cost of the goods and services to be purchased, including discounts, is greater than \$500 but not more than \$2,500, the Purchase Requisition Form shall reference a minimum of two verbal or written quotes from viable vendors, if known.

(3) **Purchases greater than \$2,500 but not more than \$10,000.** If the total cost of the goods and services to be purchased is greater than \$2,500 but not more than \$10,000, the Purchase Requisition Form shall reference written quotes from two viable vendors, if known.

(4) **Purchases greater than \$10,000.** If the total cost of the goods and services to be purchased is greater than \$10,000, the Purchase Requisition Form shall reference written quotes from three viable vendors, if known.

(C) **Purchases from a Sole Source.** Purchases of goods and services may be requested from a sole source vendor. Before a sole source purchase will be approved, it shall be certified that the goods or services being purchased are unique to the vendor, the purchase is being made as a result of an emergency making competitive selection impractical, and/or the purchase is otherwise in the best interests of the Consortium. The certification shall be indicated by a Sole Source Form (copy provided at Attachment B), and shall be attached to the Purchase Requisition Form.

(D) **Selection Criteria.** All purchases must demonstrate fiscal responsibility. Generally, goods and services should be purchased at the lowest cost. However, factors such as quality, suitability, performance guarantees, availability, and vendor qualifications, may justify a purchase at other than the lowest price quoted.

(E) **Approval of Purchase Requisition.** Upon completing a Purchase Requisition Form, including obtaining the necessary quotes and certifications, the form shall be approved by the Board's Chairperson or the chairperson's designee, referred to as the Purchasing Coordinator.

(F) **Contracts.** In addition to a Purchase Requisition Form, other written documentation may be required to complete an agreement between the Consortium and a vendor. The additional written documentation may be in the form of a letter agreement or a standard contract. For when a contract is required, see Attachment D, Chart of Purchasing Requirements.

(1) **Preparation.** If a contract is required, the Purchasing Coordinator shall prepare or oversee the preparation of the contract and the Contract Approval Form. (copy provided at Attachment C).

(G) **Approval of Contract.** Upon preparation of a contract and a Contract Approval Form, the Purchasing Coordinator shall forward the proposed contract and the Contract Approval Form for approval as follows:

(1) **Approval by Consortium Chairperson.** The Consortium Chairperson, or the chairperson's designee, shall indicate approval of the contract by signing the Contract Approval Form. Approval of the contract may be given upon determining that the contract demonstrates fiscal responsibility.

(H) **Signing of Contract.** The Consortium Chairperson or the chairperson's designee shall sign the contract on behalf of the Consortium, once approval has been given at a meeting of the Consortium Board by a vote of a majority of the Board's members.

After a contract is signed by the Consortium Chairperson or the chairperson's designee, it shall be submitted to the vendor for signature.

(I) Retention of Original Contract. After all originals of the contract have been signed, one signed copy shall be retained by the Purchasing Coordinator, and the signed original shall be retained by the Fiscal Office of the Supreme Court of Ohio.

(J) Amendment to Contract. Any revisions to a signed contract shall be in the form of a written amendment to the contract. The amendment shall clearly identify by date, subject matter, and parties, the contract being revised, the specific terms and conditions of the contract being revised, and the nature of the revision. An amendment to a contract shall be approved, signed, and distributed in the same manner as the original contract.

(K) Payment of Invoices and Contracts. After all documentation has been approved by the Consortium Chairperson or designee (signature on contracts; initials on invoices), any invoices and/or contracts will be submitted to the Consortium's Fiscal Agent, the Supreme Court of Ohio (Office of Fiscal and Management Resources) for payment out of the Consortium's designated Fund.

Effective Date: May 19, 2015

Attachment A – Purchase Requisition Form

Consortium of Ohio County Law Library Resources Boards Purchase Requisition Form 65 South Front Street - 12th Floor Columbus, Ohio 43215-3431	Purchase Requisition Number:	
	COMPLETE ALL ITEMS BELOW	
Originator:	Department ID:	Agency Use (If applicable):
Date:	Telephone:	

QUANTITY	DESCRIPTION	UNIT PRICE	AMOUNT
Total			

JUSTIFICATION FOR PURCHASE

ORDERING RESPONSIBILITY
<input type="checkbox"/> Originator to Order <input type="checkbox"/> Purchasing Coordinator to Order

VENDOR QUOTES AND INFORMATION
(Quote #1) Vendor: _____ Amount: _____ (Quote #2) Vendor: _____ Amount: _____ (Quote #3) Vendor: _____ Amount: _____ Vendor Selected: _____ Fed. Tax ID: _____ Address: _____ Telephone: _____ Contact: _____

SOURCE OF FUNDS FOR PAYMENT		
<input type="checkbox"/> GRF	<input type="checkbox"/> Federal grant (title) _____ <input type="checkbox"/> State grant (title) _____ <input type="checkbox"/> Other grant (title) _____	<input type="checkbox"/> Other (fund or program) _____ _____ _____

SIGNATURE APPROVALS	
Consortium Chairperson (or Consortium Purchasing Coord. in lieu of)	Date
Director, Fiscal & Mgmt. Resources	Date

Effective Date May 8, 2016

Attachment B – Sole Source Purchase Form

The Consortium of Ohio County Law Library Resources Boards

CERTIFICATION FOR SOLE SOURCE PURCHASE

In accordance with Adm. P. 4(C), the purchase of the goods and/or services listed below meets at least one of the following criteria to support deviation from the Consortium's competitive selection process and allows for the purchase from a sole source.

Requested Good and/or Service: _____.

1. The good or service is unique to the proposed vendor. Explain the unique performance features of the good or service and why those features are required. Include what comparable goods or services and vendors of such goods or services have been evaluated, rejected, and why. Attach additional page if necessary.

2. There is an emergency rendering competitive selection impractical. Explain the emergency that prevents the use of the Consortium's competitive selection process. Attach additional page if necessary.

3. The purchase from a sole source vendor is in the best interest of the Consortium. Explain why purchasing from a sole source vendor is in the best interest of the Consortium. Attach additional page if necessary.

CERTIFICATION:

The undersigned hereby certifies that: (i) I am aware of the Consortium's requirements for competitive bidding and the established criteria for justification of sole source purchases; and (ii) the justification provided above meets the Consortium's criteria for a sole source purchase.

Consortium Chairperson or Designee

Date

The Consortium of County Law Library Resources Boards

CONTRACT REVIEW AND APPROVAL FORM

To: Consortium Chairperson

From: _____
Consortium Purchasing Coordinator Signature

Date: _____

Re: Approval of Contract with _____

The attached contract is submitted for your review and approval pursuant to Adm. P. 4(G). The contract is based on the following (check one):

_____ Written or oral quotes obtained by _____.

_____ The solicitation of a proposal from a sole source vendor (justification attached).

Expenditures pursuant to this contract shall be charged to the following code:

Department ID _____

Consortium Chairperson

Date

Attachment D – Chart of Purchasing Requirements

Administrative Policy 5. Hosting Meetings and Events.

This policy is intended to establish consistent standards and expectations regarding the hosting of meetings and events scheduled and organized by the Statewide Consortium of County Law Library Resources Boards where beverage and food service is a planned part of the meeting or event.

(A) Scheduled Consortium Meetings.

(1) Service of beverages. Non-alcoholic beverages, including bottled water, coffee, tea, and soft drinks, may be provided at Consortium expense if the meeting or event is scheduled to last a minimum of one hour. The cost of beverages provided shall be charged against the Consortium's designated fund with proper approval and receipts.

(2) Service of food. To enhance the efficiency of the meeting or event, food may be provided at Consortium expense as follows:

- Breakfast may be provided when the meeting or event is scheduled to begin before nine a.m. and last a minimum of ninety minutes, at a cost not to exceed eight dollars per person.
- Morning snacks may be provided when breakfast is not provided and the meeting or event is scheduled to begin no later than nine a.m. and last a minimum of three hours, at a cost not to exceed five dollars per person.
- Lunch may be provided when the meeting or event is scheduled to begin no later than eleven a.m., continue past one p.m., and last a minimum of two hours, at a cost not to exceed fifteen dollars per person.
- Afternoon snacks may be provided when lunch is not provided and the meeting or event is scheduled to begin no later than one p.m., continue past three p.m., and last a minimum of three hours, at a cost not to exceed five dollars per person.

In addition to the above noted requirements, food may be provided at the meeting or event only if there are a minimum of three Board members who are scheduled to attend.

The cost of food provided at the meeting or event shall be charged against the Consortium's designated fund with proper approval of a purchase requisition and receipts.

(B) Special Planning Meetings. The procedure for special planning meetings including beverage and food service, shall be as required for the purchase of goods and services under Adm. P. 4 (Purchasing and Contracts) and pursuant to the limitations set forth below.

(1) Service of beverages. Non-alcoholic beverages, including bottled water, coffee, tea, and soft drinks, may be provided at Consortium expense if the meeting is scheduled to last a minimum of two hours, and it is not held in a commercial establishment, unless the commercial establishment regularly hosts meetings and events and has facilities dedicated to this specific use. The cost of the beverages shall be charged against the Consortium's designated fund with proper approval of a purchase requisition and receipts.

(2) Service of food. To enhance the efficiency of the meeting or event, food may be provided at Consortium expense as follows:

- Breakfast may be provided when the meeting or event is scheduled to begin before nine a.m. and last a minimum of ninety minutes, at a cost not to exceed ten dollars per person.
- Morning snacks may be provided when breakfast is not provided and the meeting or event is scheduled to begin no later than nine a.m. and last a minimum of three hours, at a cost not to exceed three dollars per person.
- Lunch may be provided when the meeting or event is scheduled to begin no later than eleven a.m., continue past one p.m., and last a minimum of four hours, at a cost not to exceed twenty dollars per person.
- Afternoon snacks may be provided when lunch is not provided and the meeting or event is scheduled to begin no later than one p.m., continue past three p.m., and last a minimum of three hours, at a cost not to exceed three dollars per person.
- Dinner may be provided if the meeting or event is scheduled to begin no earlier than five p.m. and last a minimum of two hours, excluding one hour meal time, or if the meeting or event begins no later than twelve noon, lasts a minimum of six hours, and is accompanied by an overnight stay for the purpose of continuing the meeting or event the following day, at a cost not to exceed twenty-seven dollars per person.

In addition to the above noted requirements, food may be provided at the planning meeting only if there are a minimum of three Board members and a minimum of seven non-Board members (10 minimum in attendance) who are scheduled to attend.

The cost of food provided at the meeting or event shall be charged against the Consortium's designated fund with proper approval of a purchase requisition and receipts..

(C) Delivery Fees. A delivery fee may be paid to a vendor for the delivery of food to a meeting or even. The amount of the delivery fee shall not count against the limitation on expenses.

(D) Service Charges. A service charge may be paid to a vendor at a cost not to exceed twenty percent of the total food cost, excluding a delivery fee, for beverage and food service at a meeting or event. The amount of the service charge shall not count against the limitation on expenses.

(E) Gratuities. Gratuities for beverage and food service provided at a meeting or event may be paid based on the actual cost, not to exceed twenty percent of the total cost.

(F) Combining Expense Limitation. If a meeting or event is scheduled to last through two or more of the time periods listed in paragraphs (A) and (B) of this policy, the limitation on expenses shall be the total of the combined limits for the applicable time periods.

Effective Date: May 19, 2015

Administrative Policy 6. Travel.

This policy is intended to establish consistent standards and expectations regarding travel by Consortium Board Members and its Executive Director at Consortium expense or while on Consortium business, or both.

(A) Authority for Travel. *The Consortium's Board may authorize travel at Consortium expense **or** while on Consortium business, or both, either in state or out of state, including attendance at meetings, conferences, seminars, and workshops.*

(B) Procedure for Approval.

(1) In-state travel. Prior approval shall be obtained from the Consortium Board to travel in state at Consortium expense or while on Consortium business, or both. The prior approval may be given verbally and may be of a continuing nature, except when the traveler wishes to attend a continuing education conference, seminar, or workshop, in which case the traveler shall complete a Travel and Conference Approval Form (see Attachment A).

(2) Out-of-state travel. Prior written approval shall be obtained from the Consortium Board to travel out of state at Consortium expense or while on Consortium business, or both. The procedure to obtain approval shall occur in the following order:

- The traveler shall complete a Travel and Conference Approval Form (Attachment A) and attach a copy of the notice, agenda, course description, or letter of invitation relating to the meeting, conference, seminar, or workshop the traveler will attend and reasonable estimates of reimbursable expenses the employee expects to incur;
- The Board Chairperson or designee shall indicate approval of the travel as appropriate Consortium business by signing the form;
- The Director of Fiscal & Management Resources shall indicate the availability of funds to reimburse the employee for travel expenses by signing the form.

(C) Time of Travel.

(1) Dates of departure. Travel out of state on Consortium business may begin no earlier than the day before the event begins.

(2) Dates of return. An out of state traveler on Consortium business may end such travel at Consortium expense no later than the day the event ends, if the event is scheduled to end before noon Ohio time. If the event is scheduled to end at noon or later Ohio time, the traveler may end such travel no later than the day after the event ends.

(3) Beginning and end of event. For purposes of determining the time a traveler is authorized to travel at Consortium expense, an event begins at the time of the first scheduled event as listed on the notice, agenda, course description, or letter of invitation attendees are invited or required to attend and concludes with the last scheduled event listed on the notice, agenda, course description, or letter of invitation attendees are invited or required to attend.

(4) Extended stay at Consortium expense. One who is traveling out of state at Consortium expense may be authorized to travel for one or more days in addition to those authorized by paragraphs (C)(1) and (2) of this policy if the traveler demonstrates the extension of the travel will result in a net reduction in travel expenses to be reimbursed by the Consortium. A net reduction in travel expenses to be reimbursed by the Consortium may be established by demonstrating the availability of a lower airfare, taking into account additional lodging, meal, and other travel expenses the traveler may incur during the extension of the travel time.

(5) Extended stay at personal expense. One who is traveling out of state at Consortium expense may elect to extend the duration of the travel at the traveler's personal expense and begin or end the travel on days other than the days authorized in paragraphs (C)(1) and (2) of this policy. The extended travel shall not result in any additional expense to the Consortium.

(D) Reimbursement of Transportation Expenses.

(1) Common carrier. Transportation expenses shall be reimbursed for when traveling on Consortium business by common carrier. Reimbursement shall be at actual cost, provided the cost is reasonable. Reasonableness shall be based upon a demonstration that the cost is similar to rates by other reputable carriers in effect at the time the travel arrangements are made for travel by the same mode of transportation, to the same destination, and at a similar time. Reimbursement shall not be provided for unused reservations on common carriers unless it is determined that the failure to cancel or use the reservation was unavoidable. Reimbursement for in-state travel by common air carrier is not permitted.

(2) Privately owned motor vehicle. A traveler shall be reimbursed for transportation expenses incurred while traveling on Consortium business by privately owned motor vehicle at the mileage rate established by the State of Ohio. However, if the travel is out of state, the reimbursement amount shall not exceed four hundred dollars. Reimbursement shall be made only to one of two or more travelers who are traveling in the same privately owned motor vehicle.

(3) Taxi, shuttle service, and rented motor vehicle. A traveler shall not be reimbursed for transportation expenses incurred while traveling in state on Consortium business by taxi, shuttle service, or rented motor vehicle. An traveler shall be reimbursed for transportation expenses incurred while traveling out of state on Consortium business by rented motor vehicle in an amount not to exceed four hundred dollars.

One who has traveled out of state on Consortium business by common carrier shall be reimbursed for expenses incurred for taxi, shuttle service, or rented motor vehicle transportation while at the out-of-state destination. Reimbursement shall be at actual cost, provided the cost is reasonable.

Reasonableness in the use of a rented motor vehicle shall be based upon a traveler demonstrating that taxi or shuttle service was not available, that the use of a rented motor vehicle was more economical than using taxi or shuttle service, or that the destination was not easily accessible by taxi or shuttle service.

(5) Parking, tolls, and other transportation expenses. A traveler shall be reimbursed for other transportation expenses incurred while traveling on Consortium business, including parking and tolls. Reimbursement shall be at actual cost, provided the cost is reasonable.

(E) Reimbursement of Meal Expenses.

(1) Meal expenses. A traveler shall be reimbursed for meal expenses incurred while traveling on Consortium business involving an overnight stay. The traveler shall be reimbursed for meal expenses incurred on either an actual cost or per diem basis, as selected by the traveler, at a rate not to exceed the maximum rate outlined in the table below. Reimbursement on an actual cost or per diem basis when traveling overnight shall be consistently claimed for all meals during the same day of travel, but may vary from day to day.

If the traveler is attending a conference, seminar, or workshop and the registration fee includes one or more meals, the traveler shall not be reimbursed for other meals purchased during the same meal period, except for a breakfast purchased when a continental breakfast is included as part of the registration fee, or because of special dietary needs.

Type of Reimbursement	Breakfast (4:00 a.m. to 8:00 a.m.)	Lunch (10:00 a.m. to 2:00 p.m.)	Dinner (6:00 p.m. to midnight)	All Day
Per Diem	\$7.00	\$8.00	\$15.00	\$30.00
Actual Cost (in state)	\$9.00	\$12.00	\$19.00	\$40.00
Actual Cost (out of state)	\$12.00	\$18.00	\$30.00	\$60.00

(2) **Allocation of expenses.** Reimbursement for meal expenses requires an allocation for breakfast, lunch, and/or dinner. However, if the traveler is in travel status during more than one meal period in a day, the employee may combine the maximum limits for those meal periods without allocation.

(3) **Meal gratuities.** A traveler who claims reimbursement on an actual cost basis shall be reimbursed for meal gratuities, not to exceed fifteen percent of the total reimbursable meal expense. The amount of the gratuity shall not count against the applicable maximum amount for reimbursements on an actual cost basis. There shall be no separate reimbursement for meal gratuities where meal reimbursement is made on a per diem basis.

(F) Reimbursement of Lodging Expenses.

(1) **Commercial lodging.** A traveler shall be reimbursed for lodging expenses incurred in commercial establishments while traveling on Consortium business, as long as the costs are determined to be reasonable.

(2) **Noncommercial, private lodging.** A traveler shall be reimbursed for lodging in a noncommercial, private dwelling at fifteen dollars per traveler, per calendar day, except when lodging with the traveler's parents or children, including stepparents and stepchildren.

(G) Reimbursement of Miscellaneous Travel Expenses.

(1) **Communication expenses.** A traveler shall be reimbursed for communication expenses related to and incurred while traveling on Consortium business, including telephone, facsimile, and postage charges. Reimbursement shall be at actual cost, provided the cost is reasonable. A traveler shall be reimbursed for the cost of personal telephone calls made while traveling overnight, not to exceed ten dollars per day.

(2) **Non-meal gratuities.** A traveler shall be reimbursed for non-meal gratuities incurred while traveling overnight on Consortium business, including tips for porter, housekeeping, and taxi services. Reimbursement shall be at actual cost, at a total cost not to exceed five dollars for all non-meal gratuities per day.

(3) **Alcohol and entertainment.** A traveler shall not be reimbursed for alcohol or entertainment expenses.

(H) Travel Expense Report.

(1) **Reporting requirement.** A traveler shall be reimbursed for travel expenses incurred in accordance with this policy upon submission of a completed Travel Expense Report to the Consortium Board (Attachment B). The Travel Expense Report shall be signed by the Board Chairperson of designee.

(2) **Reporting deadline.** A traveler shall submit a Travel Expense Report no later than sixty days after the travel expense was incurred.

(3) **Receipts.** A traveler shall attach to the Travel Expense Report original itemized receipts for all transportation, meal, lodging, and miscellaneous expenses for which reimbursement is sought, except for meal expenses when a per diem reimbursement is claimed. Receipts are not required for non-meal gratuities of five dollars or less per day. Failure to provide receipts or additional forms of requested verification shall be cause to disallow a request for reimbursement, except when a per diem reimbursement is claimed.

Effective Date: May 19, 2015

Attachment A – Travel and Conference Approval Form

Attachment B – Travel Expense Report

**CONSORTIUM OF OHIO COUNTY
LAW LIBRARY RESOURCES BOARDS
TRAVEL EXPENSE REPORT**

Note: The traveler is required by Rule 126-1-02 of the Administrative Code, and Supreme Court of Ohio Administrative Policy 52-Travel to complete this report and to provide all receipts and other relevant information required by the employing agency or the Office of Budget and Management to verify your travel expenses. The report, receipts, and other information you provide will be used to determine your eligibility for reimbursement of travel expenses and to process your reimbursement. The information you provide in the report will be entered into OAKS. The report, the information contained in the report, and the information entered in OAKS from the report are public information which may be released to anyone requesting the information. Additionally, the report and the information contained in it or entered into OAKS from the report are subject to an audit by your agency, OBM, the Auditor of State or other authorized party and may be used in a review, investigation, inquiry or legal proceeding or action related to your reimbursement.

Traveler's Name												Reporting Category	
Title		Home Address (Number, Street, City, Zip)										State of Ohio OAKS User ID	
Department, Board, Commission or Task Force		Headquarters (City & County)				In-State or Out-of-State <input type="checkbox"/> <input type="checkbox"/>		Phone Number (to reach if questions)					
2014 Mo/Day	ITINERARY			LIVING EXPENSES				TRANSPORTATION EXPENSE			MISCELLANEOUS		
	Travel Points	Time		Meals	Lodging	Lodging Taxes/Fees	Total	Automobile Miles	Common Carrier Mode	Amount	Other (tolls, tips, parking)	Services & Spec. Purch. (Internet)	Conference Meals
	FROM	DEP											
	TO	ARR											
	FROM	DEP											
	TO	ARR											
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	TO	ARR											
Column Totals													
Purpose of Travel				EMPLOYEES ONLY: Less				0.57.5 = Total Personal Auto Mileage Allowance					
Date	Names of Other State Employees Traveling in Same Car.	EMPLOYING AGENCY	Total Living, Common Carrier, Other and Miscellaneous Expenses										
			Total Reimbursement Claimed (Block (1) Plus Block (2))										
			Travel Advance Received for Out-of-State Travel										
			Total Reimbursement to be Paid to Individual(s)/Paid back to the Court (Block (3) Minus Block (4))										
I certify that the expenses identified in this report are limited to those which I actually incurred on state business or, in the case of a request for an advance of the travel expenses, to those which I reasonably expect to incur on state business and that these expenses meet the requirements of Rule 126-1-02 of the Administrative Code or applicable collective bargaining contract. In the event that I am driving a privately owned motor vehicle on state business, I certify that I am insured under a policy of liability insurance meeting the requirements of Section 4509.51 of the Revised Code.			TRAVELER'S SIGNATURE				DATE	BOARD CHAIR / DESIGNEE		DATE			

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Eff. Date: