

Jackson State Community College Purchasing Policies and Procedures Manual

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Jackson State Community College Purchasing Procedures Manual

Introduction

The following statements define the purchasing policies and procedures at Jackson State Community College in accordance with the Tennessee Board of Regents Policy No. 4:02: 10:00 and are subject to any and all provisions contained herein. This manual will be revised as necessary to fit the needs of Jackson State Community College operational activities and as necessary to be in conformity with the policies of the College and University System of Tennessee.

Whenever possible, the various steps concerning purchasing have been arranged in a logical manner. All employees should familiarize themselves with the contents of this manual so that the procurement of goods and services can be processed in an orderly manner. Jackson State Community College reserves the right to refuse the liability encumbered for any purchases that are not within the scope of the policies and procedures outlined in this manual.

The authority for all procurement activities rests in the Office of the President or designee. At Jackson State Community College, the Vice President for Financial and Administrative Affairs (VPFAA) has been designated the authority for procurement activities. Any questions concerning the use of this manual should be directed to the VPFAA or the Director of Purchasing for interpretation.

SECTION I

DEFINITIONS

Calendar Day - All days in a month, including weekends and holidays. In the event a final calendar day falls on a weekend, holiday or other day where offices are closed, the next business day becomes the final calendar day.

Commodity Codes/Classes - The National Institute of Government Purchasing (NIGP)

Contracting Party/Contractor - A person or legal entity with the independent legal capacity to contract or sue and be sued that has been awarded a contract through proper authority.

Cooperative Purchasing Agreement - A written contract procured for the benefit of two or more governmental entities to make purchases of goods or services.

Debarment - A excluding a vendor from participation in procurements or contracts.

Emergency Purchase - A purchase made during an actual emergency arising from unforeseen causes without the issuance of a competitive solicitation.

Fully Executed Contract - A signed contract that has been duly approved by all necessary State signatories as required by policies, procedures, and laws.

General Services Administration - The procuring agency of the U.S. Federal Government.

Gift - A voluntary transfer of goods or services to the Institution made gratuitously and without consideration.

Grant - Any grant of money awarded to the Institution, for the furnishing by the Institution of assistance, whether financial or otherwise, to any person or entity to support a program authorized by law. The term "Grant" does not include an award with the primary purpose of procuring an end product, whether in the form of supplies, services, or construction, or any contract resulting from such an award that should otherwise be provided on a competitive basis.

Immediate Family - A spouse, parent, sibling or child.

Institution - Any of the community colleges, colleges of applied technology and System Office departments within the Tennessee Board of Regents.

Invitation to Bid (ITB)/Request for Quotation (RFQ) - A procurement method where a contract is awarded to one or more bidders based on the lowest Responsive and Responsible bid which meets the required specifications, taking into consideration quantifiable factors including but not limited to the conformity of the goods and/or services to the specifications, and discount allowed for prompt payment or other reason(s), transportation charges, and the date of delivery specified in the solicitation.

JSCC - Jackson State Community College

Proposal - A Proposer's response to an Institution's solicitation for goods and/or services.

Proposer - Any person or legal entity with the legal capacity to enter into contracts and sue and be sued who responds to a written solicitation for goods or services issued by the Institution.

Proprietary Purchase - The procurement of a good or service that is protected under trade secret, patent, trademark, or copyright law by a vendor having exclusive legal right to provide, manufacture, or sell the good or service.

Purchase Order - A written or electronic document issued by the Institution's Procurement Office to a supplier authorizing a purchase.

Registered Vendors List - A list of potential bidders who have successfully completed the Institution's vendor registration process.

Request for Information - A solicitation sent to a broad base of potential suppliers for the purpose of developing strategy, building a database, or preparing for a Request for Proposals or a Request for Quotation.

Request for Proposals (RFP) - A written solicitation for written proposals to provide goods or services to the Institution.

Respondent - A person providing a written response to a solicitation.

Response - A respondent's written response to a solicitation.

Responsible Bidder/Proposer - A vendor who has the capacity in all material respects to perform fully the contract requirements, and the integrity and reliability that will assure good faith performance.

Small Dollar Purchases - The procurements of goods or services totaling less than the amount required for competitive bids.

Sole Source Purchase - Procurement of a good or service from a single uniquely qualified vendor.

Solicitation - A written document that facilitates the award of a contract to Contracting Parties for goods or services. Examples of solicitations include, but are not limited to, an Invitation to Bid/Request for Quotation, a Request for Information, and a Request for Proposal.

Solicitation Coordinator - The Institution's procurement professionals who acts as the primary point of contact and manages the procurement.

State - The State of Tennessee, including its departments, agencies, and entities that fall under its purview.

State Agency - The departments, agencies, and entities of the State of Tennessee.

Statewide Contract - A contract for goods or services established by the Chief Procurement Officer that all State Agencies must utilize and that may be used by local governments, higher education and not-for-profit entities.

Supplier - A person or legal entity who has the legal capacity to enter into contracts and who supplies goods or services to the Institution through a contract or a purchase order. A “supplier” includes all persons or legal entities referenced as “vendors” in this policy.

TBR System Office - The central administrative offices of the Tennessee Board of Regents.

Term Contract - A contract for goods or services in which a source or sources of supply are established for a specified period of time at an agreed upon price or prices.

SECTION II

POLICIES & GUIDELINES

1. **Purchasing Authority** - The authority to approve procurements of goods and services is delineated in TBR Policy.

2. General Procurement Policies.

A. Procurement Generally

- 1) Procurements of goods or services shall be in compliance with all applicable federal and state requirements and TBR Policies and Guidelines.
- 2) All procurement of goods and services shall be based upon the principle of competitive bidding except when an alternate procurement method is justified in writing and approved by the appropriate authority, as required by TBR Policy.
- 3) A complete record shall be maintained of each procurement transaction to provide a clear audit trail.

B. Procurement Procedure

- 1) The TBR Office of Business and Finance and the Office of General Counsel in conjunction with the Council of Buyers shall maintain a procurement procedure, which may be in electronic format, setting forth all processes and procedures for the procurement of goods and services to ensure that all procurements are in compliance with federal and state laws, regulations, and all applicable TBR Policies and Guidelines.
- 2) All Institutional procurements shall be in compliance with the procurement procedures.
- 3) Each Institution shall maintain a procurement policy, which may be in electronic format, setting forth any procedures of the Institution in addition to or necessary to comply with this Policy.

C. Council of Buyers

- 1) The Chancellor has established a Council of Buyers that shall be chaired by the Chief Procurement Officer for the TBR System Office and shall be comprised of at least

one (1) procurement representative from each community college and the Tennessee Colleges of Applied Technology.

- 2) The Council should meet quarterly, or at minimum semi-annually, or upon request of the Chancellor or designee.
- 3) The Council of Buyers shall develop procurement initiatives, procedures and recommendations which shall be submitted to the Chancellor or designee, related to the following:
 - a. Development of uniform procedures, forms, and general conditions governing procurements which may be feasible and practicable for use by all Institutions.
 - b. Strategic sourcing initiatives to foster cooperation and cost savings efficiencies.
 - c. Consideration of the feasibility and advantages of term contracts for the System and of designation of certain Institutions as responsible procurement agents for specific materials, supplies, equipment, and/or services for the System.
 - d. Formulation of a uniform code of ethics for governing the professional conduct of employees responsible for procurement.
 - e. Any other matters referred to the Council by the Chancellor or designee.

D. **Exceptions** - The Chancellor or designee may approve exceptions to the requirements of this Policy in appropriate cases.

SECTION III

GENERAL PROCEDURES

1. **Introduction** - The purpose of this section is to provide guidance and detailed procedures concerning procurement methods, administration, award and management. This applies to the Tennessee Board of Regents (TBR) System.

2. **Code of Ethics.**
 - A. **Statement of Policy:** Employees must discharge their duties and responsibilities fairly and impartially. They also should maintain a standard of conduct that will inspire public confidence in the integrity of the institution.

 - B. This Code of Ethics shall be applicable to all employees in the Tennessee Board of Regents System who are primarily responsible for the purchase of goods and/or services.

 - C. All purchases shall be consistent with the policies of the Tennessee Board of Regents and the Institution. All purchases of \$10,000 or more shall be based on the principles of competitive bidding consistent with policies of the Board and the institution or school.

 - D. Employees shall grant competitive bidders equal consideration, regard each transaction on its own merits, and foster and promote fair, ethical and legal trade practices.

 - E. It shall be a breach of ethical standards for any employee who is involved in procurement to become or be, while such an employee, the employee of any party contracting with the particular governmental body by which the employee is employed.

 - F. Any attempt to realize personal gain through public employment, inconsistent with the responsible discharge of that public employment, is a breach of public trust.

 - G. Employees shall avoid misrepresentation, and demand honesty in sales representations whether offered through the medium of a verbal or written statement, an advertisement, or a sample of a product.

 - H. Employees shall be receptive to competent counsel from colleagues, and be willing to submit any major controversy through the appropriate appeals processes.

 - I. Employees shall not use original vendor designs, drawings, specifications, etc. for competitive bid purposes without consent the original vendor.

3. Conflict of Interest.

- A. It shall be a breach of ethical standards for any employee, in the performance of their official duties, to participate directly or indirectly in any proceeding or application, request for ruling or other determination, claim or controversy, or other particular matter pertaining to any contract, or subcontract, and any solicitation or proposal thereof, in which to their knowledge:
- 1) They, or any member of their immediate family has a substantial financial interest;
or
 - 2) A business or organization in which they or any member of their immediate family has a substantial financial interest as an officer, director, trustee, partner or employee, is a party; or
 - 3) Any other person, business, or organization with whom they or a member of their immediate family is negotiating or has an agreement concerning prospective employment is a party.
- B. The determination of whether a substantial financial interest exists shall be based upon the criteria identified in Section VI.A.1.b.(2) of **TBR Policy No. 1:02:03:10**, Conflict of Interest.
- C. Direct or indirect participation shall include, but not be limited to, involvement through decision-making, approval, disapproval, recommendation, preparation of any part of a purchase request, influencing the content of any specification or purchase standard, rendering of advice, investigation, auditing or in any other advisory capacity.
- D. **Gratuities.** It shall be a breach of ethical standards for any employee or former employee to solicit, demand, accept, or agree to accept from another person, a gratuity or an offer of employment, in connection with any decision, approval, disapproval, recommendation, preparation of any part of a purchase request, influencing the content of any specification or purchase standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling or other determination, claim or controversy, or other particular matter, pertaining to any contract or subcontract and any solicitation or proposal thereof.
- E. **Contemporaneous Employment Prohibited.** It shall be a breach of ethical standards for any employee of the Institution who is involved in purchasing to become or be, while such an employee of the Institution, the employee of any party contracting with the particular governmental body by which the employee is employed.

4. **Purchasing Authority.**

- A. Procurement of goods and services made in accordance with the process provided herein may be approved by Presidents of Institutions, with the following exceptions.
- B. Except as provided in TBR Policy, the authority of the Presidents shall not include:
 - 1) The purchase or lease of real property;
 - 2) Any purchase totaling more than \$249,999.99 annually;
 - 3) The purchase of insurance; or
 - 4) Purchases for capital outlay projects from any fund source whatsoever.
 - Purchases as noted above, which are not within the authority of the President, require additional approval(s) by the TBR System Office, Fiscal Review, or the State Building Commission (SBC), etc. as appropriate.
- C. Purchase orders issued pursuant to purchase orders and/or contracts which have already received approval by the TBR System Office do not require additional submission to the TBR System Office when the purchase orders clearly specify the goods and services of the contracts or any approved amendments thereto.

This exception does not include purchase orders issued from University of Tennessee, State of Tennessee, General Services Administration (GSA) or Cooperative contracts, unless notified otherwise by the TBR System Office.
- D. Goods, Materials and Supplies - Procurement of goods, materials, and supplies under this policy shall not require a monitoring plan, but shall comply with TBR and Institution internal controls and audit procedures.
- E. In any instance in this policy in which the Chancellor, President, Chief Business Officer, or Chief Procurement Officer is specified to have approval authority, such officer may delegate the approval authority, as specified in TBR Policy to designees.

5. **Procurements Generally.**

- A. The procedures set forth in this section shall apply to all procurements of goods or services.
 - 1) In cases where TBR policies and procedures do not address a specific procedure for purchase of a particular item, federal and state requirements will govern, as applicable.
 - 2) All purchases shall be based upon the principle of competitive bidding except as may be otherwise provided herein. It is the responsibility of the Chief Procurement Officer to ensure that the competitive bid process is fair and open. Required

documentation related to competitive bidding shall be routed through the Institution's procurement/contracts office, prior to the purchase, to ensure compliance with applicable policies and guidelines.

- 3) No procurement shall be divided or split to circumvent the proper procurement process. For example, if seven items totaling \$12,000 are needed for a particular project or purpose and can be obtained from a single source of supply, these items should be obtained via a competitive process instead of multiple Small Dollar Purchases. Similarly, if purchases that fall within the Small Dollar Purchase authority are of a recurring nature and the aggregate total is expected to exceed the amount allowable for Small Dollar Purchases, the procurement is presumed to exceed the Small Dollar Purchase authority and a competitive procurement method must be used (e.g., RFQ, ITB or informal quotes). If an estimate of total expenditures cannot be determined, but may exceed the bid threshold, a competitive process should be followed.

B. Purchases from Small/Minority/Women/Service Disabled Veteran Owned Businesses:

- 1) All TBR Institutions, in accordance with state and federal law, shall actively promote and encourage diversity participation with small, minority, women and service disabled veteran owned businesses.
- 2) Institutions shall encourage business to seek certification by the Governor's Office of Diversity Business Enterprise (GoDBE), as applicable.
- 3) Jackson State Community College shall actively solicit bids from small, minority-owned, woman-owned, and dis-abled veteran owned businesses in order to obtain a fair proportion of goods and services from such businesses, whenever possible.

C. Limitations of Liability

- 1) The Chancellor, President, or their respective designee(s) may authorize the procurement of goods and services with a limitation of a contractor's liability.
- 2) Unless authorized by the Chancellor or the Chancellor's designee, no contract shall limit a contractor's liability to an Institution in an amount less than two (2) times the maximum liability, estimated liability, or maximum revenue of a contract.
- 3) A limitation of liability in a contract with an Institution shall not be permitted for the following:

- a. Liability for intellectual property or to any other liability, including, without limitation, indemnification obligations for infringement of third-party intellectual property rights;
 - b. Claims covered by any specific provision in a contract with the Institution providing for liquidated damages; or
 - c. Claims for intentional torts, criminal acts, fraudulent conduct, or acts or omissions that result in personal injuries or death.
- 4) A limitation of liability included in a contract with an Institution shall not waive or limit the Institution's legal rights, sovereign immunity, or any other immunity from suit provided by law.
- 5) Notwithstanding the above, the Chancellor, President, or their respective designee(s) may authorize:
 - a. The acquisition of software for use restricted solely to academic teaching or research upon terms that may limit the contractor's liability or warranties in an amount less than two (2) times the maximum liability; provided, that in no event, shall the liability of the contractor be limited for intentional torts, criminal acts or fraudulent conduct; and
 - b. The acquisition of software or services, materials, supplies and equipment for free or at nominal cost upon terms that may limit the contractor's liability or warranties in an amount less than two (2) times the maximum liability; provided, that in no event, shall the liability of the contractor be limited for intentional torts, criminal acts or fraudulent conduct. T.C.A § 12-3-1210.
- 6) The provisions of this Section are not required to be followed for contracts of adhesion; for such contracts, the provisions of G-030, Contracts of Adhesion, may be applied.

6. **Procurement Methods.**

The following methods may be used to procure goods and/or services:

- A. **Small Dollar Purchases.** Institutions may make non-recurring purchases totaling less than \$10,000, cumulatively in expense or revenue, without documenting any quotes or proposals from multiple vendors. Purchasers should take appropriate steps, such as conducting price comparisons or processing appropriate agreement documents to ensure that such Small Dollar Purchases are made based upon terms, conditions and pricing that are in the best interest of the Institution.

- B. Informal Solicitations. Except as provided in Section I. above, Institutions may make purchases totaling less than \$50,000 in expense or revenue based upon written, telephone or electronic bids. For purchases totaling \$10,000 - \$49,999.99, bids must be solicited from at least three (3) Responsive/Responsible Bidders/Proposers. Informal bids do not require an original signature, and bids may be written, electronically transmitted or telephoned. Complete file documentation shall be maintained.
- C. Formal Solicitations. A formal solicitation process shall be used when the estimated aggregate total of the expense or revenue is \$50,000 or more, including renewal terms of multi-year awards. Written sealed bids must be solicited from fifteen (15) vendors or the number of vendors on the Registered Vendors List--whichever is less and to all that request the specific ITB/RFQ/RFP. The Chief Procurement Officer must approve the use of less than fifteen (15) vendors. In addition, if the annual estimated aggregate total of the purchase is \$100,000 or more, solicitations must be sent in a manner that verifies proof of delivery.

The types of formal solicitations are provided below.

- 1) **Request for Information (RFI)**. An RFI may be used to gather information regarding the capabilities, including technical aspects and services offered, by various Suppliers/vendors for particular goods or services. The information resulting from the RFI shall typically be followed by a competitive process for the actual procurement.
- 2) **Invitation to Bid (ITB)/Request for Quotation (RFQ)**.
 - a. Goods, materials, and supplies (cumulatively called "goods") should be awarded to the lowest Responsive and Responsible Bidder pursuant to an ITB/RFQ.
 - b. An ITB/RFQ may be used to procure services, if the specifications for delivery of such services are defined to a level of detail such that award is made to the lowest Responsive and Responsible Bidder. Examples of this type of services may include, but are not limited to:
 - pest control;
 - security services;
 - moving and hauling;
 - refuse collections;
 - charter services;
 - printing services, and
 - maintenance services
 - c. At a minimum, Institutions shall use the attached ITB/RFQ Standard Purchasing Terms and Conditions (**See EXHIBIT A**).

3) **Request for Proposals (RFP).**

- a. For competitive procurements of goods and/or services, where cost is not the only determining factor for award, a Request for Proposal using the Standard RFP Template (See Exhibit 4) should be used.
- b. An RFP shall specify all steps and evaluation criteria as necessary to finalize selection of the successful proposer.
- c. A multi-step RFP process should be used when additional steps are necessary to qualify and/or demonstrate the goods and/or services proposed.

4) **Determining Type of Solicitation.**

- a. For competitive procurement of goods, an ITB/RFQ is appropriate, and in general, a purchase order may be used to finalize the purchase.
- b. Except as permitted under Section 5.C.2.a, for competitive procurement of services, an RFP is more appropriate, and a purchase order is generally not sufficient to serve as the written contract for the services.
- c. For procurement of services which will require TBR System Office approval, the Standard RFP Format shall be used.

D. **Reverse Auction.** A reverse auction process allows for specified goods or services to be made electronically during a specified time period. When conditions are favorable, Institutions may elect to use a reverse auction procurement method to achieve maximum competition among qualified Respondents, and to obtain the highest level of quality at the lowest price for goods or services. An award shall be made to the lowest Responsive and Responsible bidder.

E. **Procurements Under another State Entity's Bid Process.** Institutions may purchase goods or services using the competitive procurement process of another state entity. The process of the other state entity, except for the Central Procurement Office, must have specified that other Institutions would be permitted to purchase under the process. Institutions may purchase goods or services using the competitive procurement process of the Central Procurement Office which do not so specify. Institutions are strongly encouraged to include language in their competitive processes to allow extension of their process for use by other TBR and/or UT institutions as well as state departments. This Section does not preclude Institutions from using a Statewide Contract as a bid in accordance with its competitive bidding process.

F. **General Services Administration (GSA) Contracts.** When a vendor maintains a General Services Administration (GSA) agreement with the United States of America, or any agency thereof, the Institution's procurement office may directly negotiate with that vendor for the commodity/services provided for in the GSA agreement. The price shall not be higher than that contained in the contract between the General Services Administration and the vendor

affected.

- G. **State Manufactured Goods and Services.** Institutions are required to purchase goods and services from other State agencies, e.g. Department of Correction, Blind Services, Tennessee Rehabilitative Initiative in Correction (TRICOR), Tennessee Business Enterprises, and Community Rehabilitation Agencies (CMRA) / TRUST in Tennessee, whenever such items or services are available therefrom and meet the desired conditions and standards. Such contracts may be based upon non-competitive negotiation.
- H. **Procurements under Cooperatives.** Pursuant to the Tennessee Interlocal Cooperation Act, T.C.A. § 12-9-101, Institutions may purchase goods and services through TBR System Office approved Cooperative Purchasing Agreements. The current approved list of TBR contracted cooperatives may be found at: <http://www.tbr.edu/purchasing/cooperatives>.
- I. **Emergency Purchases.** Institutions may make purchases of goods or services, without utilizing formal solicitation procedures, to meet bona fide emergencies arising from any unforeseen cause. Bona fide emergency purchases must be approved by the Jackson State Community College (JSCC) President, or their designee, and the JSCC Vice President for Financial and Administrative Affairs. A written report on the circumstances of any such emergency justifying the purchase shall be prepared and maintained by the institution. Emergency purchases must be made on a competitive basis and processed by the Institution's procurement office, if practicable.
- J. **Competitive Negotiation/Alternative Competitive Procurement Method.**
- 1) A competitive negotiation process may be used only in cases when the Institution is unable to obtain needed goods and/or services by a traditional competitive bid process. Reasons to use a competitive negotiation process include:
 - a. Public need will not permit the delay incident to the RFP process;
 - b. No acceptable proposals have been received after the RFP process;
 - c. Rates payable for the services are regulated by law;
 - d. Other circumstances as approved by the TBR System Office.
 - 2) The requesting party shall work with the Institution's procurement office to define the process to ensure the safeguarding of the information and provide fairness to the vendors in the process. |
 - 3) Use of the competitive negotiation process requires prior approval of the Chancellor, President, or their designee.
 - 4) File documentation specific to each use of competitive negotiation shall be maintained.

K. Non-Competitive Procurements

- 1) **Contracting with Another State/Governmental Entity.** Personal, professional and consultant service contracts may be obtained by non-competitive negotiation when the contractor is a State Agency, a political subdivision of the state, or any other public entity in Tennessee, or an entity of the federal government.

- 2) **Sole Source and Proprietary Purchases:**

A Sole Source or Proprietary Purchase may be allowed whenever specifications are not so worded or designed to provide for competitive bidding.

- a. A **Sole Source Purchase** is only available from a single Supplier. Sole Source products or services are unique and possess specific characteristics. Properly documented and authorized sole source purchases may be procured utilizing noncompetitive negotiation. For Sole Source Purchases of goods or services costing \$10,000 or more, the person responsible for the requesting the purchase shall be required to justify the necessity the Sole Source Purchase in writing by completing the **TBR Justification for Non-Competitive Purchases and Contracts Form** (See EXHIBIT B). The SciQuest Requisition for Purchase must also be approved by the JSCC President and Vice President for Financial and Administrative Affairs.

In addition to the Justification for Non-Competitive Purchases and Contracts Form, the following additional documentation may also be required as a part of the Sole Source Purchase request:

- A letter from the Supplier, which details the basis for non-competitive procurement, based upon the factors listed in Section b.(4) below.
 - Letter(s) from business and industry which supports the purchase of a particular good or service as industry or business standard.
 - A letter from the manufacturer specifying their distribution practices, i.e. available only directly or through distributors.
(Note: All letters mentioned in this section are to be provided on the originator's company letterhead and must be signed by an authorized official of the company.)
- b. A **Proprietary Purchase** is for goods or services that are produced and marketed by a vendor having the exclusive right to manufacture and sell the product. Marketing of these products may be controlled by franchises that may include competitive sales at wholesale or retail levels. Therefore, Proprietary Purchases allow for the competitive procurement process to be

used that specifies a particular good or service.

c. Factors to be considered in determining Sole Source and Proprietary Purchases include the following:

- Whether the vendor possesses exclusive and/or predominant capabilities or the items contain a patented or copyrighted feature providing superior utility not obtainable from similar products;
- Whether the product or service is unique and easily established as one of a kind;
- Whether the program requirements can be modified so that competitive products or services may be used;
- Whether the product is available from only one source and not merchandised through wholesalers, jobbers, and retailers;
- Whether items must be interchangeable or compatible with items that are already in-place items;
- Whether the cost of conversion, including but not limited to disruption, retraining, and replacement precludes bidding competitively;
- Whether the product is to be used in an instructional setting and the intent is to provide instruction on the specific product or diversity of products;
- For personal, professional and consultant services, whether the use of non-competitive negotiation is in the best interest of the Institution;
- Other justification(s) as approved by the Chancellor, President, or their designee.

- 3) **Purchases for Resale in Auxiliary Enterprises.** Certain items for resale for which customers have expressed a preference, and/or promotional items procured under accepted retail merchandising practices, may be purchased without adherence to requirements for minimum notice and number of bids. Appropriate documentation shall be maintained which supports the action taken.

Textbooks and other course related materials may be purchased without adherence to the Policy on Minimum Notice and Number of Bids. All textbook ordering lists and authorization forms must be maintained for audit purposes.

L. **Special Purchase Categories**

1) **Purchases for Libraries:**

- a. Each Institution shall be responsible for developing procurement policies and procedures for its library.
- b. Purchases of books, electronic or hard copy, are capital expenditures and can be made without formal bids or quotations.
- c. Purchases of electronic journals, subscriptions, and databases for libraries shall be procured through the Institution's procurement or contract office in instances when a competitive process can be used or when Fiscal Review Committee is required.
- d. In addition, any required electronic or written agreements to license journals, subscriptions, or databases shall be routed through the Institution's procurement or contracts office for review and approval prior to use.
- e. Appropriate documentation must be maintained for purchases to support Sole Source Purchase.
- f. Library purchases for electronic media may be subject to Accessibility Standards (**See Sub-Section 14. Accessibility**).

2) **Grant Purchases**

- a. Purchases utilizing grant funding shall comply with the conditions of the grant and applicable state and federal guidelines.
- b. State grant purchases for goods or services shall not be made from vendors on the State of Tennessee Debarred Vendors List:
<https://www.tn.gov/generalservices/procurement/central-procurement-office-cpo-/local-units-of-governments-/procurement-information.html>.
- c. Federal grant purchases for goods or services shall not be made from vendors on the List of Parties Excluded from Federal Procurement and Non-Procurement Programs, available at <https://www.sam.gov/SAM>.

3) **Utility Contracts**

- a. Institutions shall purchase or contract for all telephone, electric light, gas, power, postal and other services for which a rate for the use thereof has

been established by a public authority in such manner as the Institution deems to be in the best interest of the State of Tennessee.

- b. Each such purchase or contract shall be made on a competitive basis, whenever possible unless it has been determined that such purchase is single source. If such purchase has been determined to be single source, the purchase shall then be made pursuant to the section above related to Non-Competitive Negotiation.

4) **Gifts**. Gifts do not require a procurement process subject to this policy. See TBR Policy 4:01:04:00 Solicitation and Acceptance of Gifts.

5) **Outsourcing**. Institutions are encouraged to determine whether some services can be delivered more economically by the private rather than the public sector. The following process is hereby permitted and encouraged:

- The state's cost of the service may be ascertained and kept confidential as part of the evaluation process. This cost must be finally determined and provided to the Chancellor, President, as appropriate, in a sealed envelope prior to bid/proposal due date.
- The service may be the subject of an ITB/RFQ/RFP, as appropriate, which approximately describes the services provided by the TBR/Institution.
- The ITB/RFQ/RFP may require that if the proposer's/bidder's price exceeds the state's confidential cost, the proposal/bid may be rejected.

7. **Procurement Processes - Initiating a Purchase.**

A Purchase Requisition or other appropriate documentation may be used by an Institutional department to request the Procurement Office procure a given good and/or service. All Purchase Requisitions require sufficient detail, as specified by the Institution's Procurement Office, to allow the proper processing to acquire the good and/or service (e.g. quantity, description, vendor, delivery instructions, etc.).

Purchase requisitions will result in one or more of the following:

A. Purchase Order

A purchase order means a written or electronic document issued by the Institution's Procurement Office to a Supplier authorizing a purchase. Sending a purchase order to a Supplier constitutes a legal offer to buy products and/or services. Acceptance of a purchase order by a Supplier forms a contract between the Institution and the Supplier. Delivery by

the Supplier constitutes acceptance of the purchase order. See Exhibit 6 for the Purchase Order (PO) Terms and Conditions.

All JSCC Purchases of Goods and Services greater than \$50 require a purchase order (PO) to be issued. The first step for the issuance of a PO is to enter a requisition for purchase into the JSCC electronic SciQuest Purchasing system. The SciQuest requisition for purchase must be approved by all required Approvers in SciQuest.

B. Contract

A contract is a written agreement between 2 or more parties. Contracts/Agreements entered into by TBR Institutions must conform to **TBR Policy No. 4.02.02.00**.

C. Procurement Card Purchase

A procurement card purchase is an acquisition of goods and/or services using a payment method whereby purchasers are empowered to deal directly with Suppliers for purchases using a credit card issued by a bank or major credit card provider. Generally, a pre-established credit limit is established for each card issued. Procurement card purchases are subject to the requirements of Institution/TBR policies and applicable state laws.

D. Competitive Bid Solicitations

Whenever a purchase necessitates a competitive solicitation, the solicitation will be one of the following:

- 1) Informal Bid process (purchases of \$10,000.00 - \$49,999.99) or Formal bid process (purchases of \$50,000 and above).
- 2) Formal bid process will take the form of a Request for Quotation/Invitation for Bid (**RFQ/ITB**) or Request for Proposal (**RFP**), which may involve a multi-step process in order to determine the successful proposer.

A COMPLETE DESCRIPTION OF THE FORMAL COMPETITIVE BID PROCESS IS LISTED IN TBR PURCHASING POLICY 4.02.10.00 / PROCEDURES / 7. PROCUREMENT PROCESS / 5. COMPETITIVE SOLICITATIONS. These steps and components are required in a competitive solicitation, regardless of its form.

- 3) **Exemptions** - Certain procurements/payments may be exempted from the Competitive Bid processes/procedures. These include but are not limited to the following:
 - a. Telephone bills
 - b. Utility bills, including connection fees
 - c. Internet Connection Fees
 - d. Freight charges

- e. Postage charges
- f. Notary public fees
- g. Fees in connection with titles or title searches
- h. Vehicle rental while on approved travel
- i. Tuition, fees, and supplies for state employees
- j. Emergency medical expenses

8. **Protested Bids** - Protest procedures shall be included, or a link thereto, in all Formal Bids (ITBs/RFQs/RFPs).

A. **Right to Protest** - An Aggrieved Respondent may protest, in writing, to the Chief Procurement Officer within seven (7) Calendar Days from the date of notice to award. Protests must be received by the Institution's Procurement Office no later than the close of business of the seventh Calendar Day.

B. A COMPLETE DESCRIPTION OF THE BID PROTEST PROCESS IS LISTED IN TBR PURCHASING POLICY 4.02.10.00 / PROCEDURES / 8. PROTEST BIDS.

9. **Reports** - Reports shall be submitted to the TBR System Office as follows:

A. Small/Minority/Women/Veteran-Owned Business Report. This quarterly report, required by T.C.A. § 12-3-1107, consists of transactions with minority-owned, women-owned, small, service disabled veteran-owned businesses shall be reported to the TBR System Purchasing and Contracts Office on a quarterly basis (January March, April June, July-September, and October December). A comprehensive report is submitted to the Governor's Office of Diversity Business Enterprise (GoDBE).

B. Contracts Report. This quarterly report consists of contracts for all personal, professional, and consulting contracts exceeding \$5,000. This report shall also include non-competitive contracts with a value of \$50,000 and greater. This report shall be reported to the TBR System Purchasing and Contracts Office. A comprehensive report is then submitted to the State's Fiscal Review Committee.

C. ITB/RFQ/RFP Diversity Report. This quarterly report consists of contracts/purchase orders issued from request for quotations and request for proposals for goods and/or services pursuant to T.C.A. § 12-3-1107 and shall be reported to the TBR System Purchasing and Contracts Office. A comprehensive report is then submitted to the Governor's Office of Diversity Business Enterprise (GoDBE).

D. Senate, Finance, Ways and Means Report. This annual report consists of a list of all contracts (both goods and services) with a value of \$50,000 or greater (both revenue and expenditure contracts). This request includes all contracts currently active. This shall be reported to the

TBR Business and Finance Office. A comprehensive report is then submitted to the Senate Finance, Ways and Means Committee.

10. **Vendors / Vendor Registration.**

- A. Jackson State Community College shall maintain a process by which prospective vendors may register to conduct business with the Institution.
- B. The Institution's vendor registration shall include the business's owner ship type:
 - 1) Majority Owned
 - 2) Non-Profit
 - 3) Small Business
 - 4) Woman Owned Business
 - 5) Minority Owned Business
 - 1) African American
 - 2) Native American
 - 3) Hispanic American
 - 4) Asian American
 - 5) Dis-abled Veteran Owned Business
- ii. The Institution's registration system shall enable the Institution to generate a list of vendors who have registered to provide specific commodity classes.
- iii. The Institution may require the vendor to submit information (other than the vendor application) which demonstrates its ability to provide certain goods or services prior to inclusion on the list of vendors.
- iv. Tennessee Statutory Vendor Requirements/Registration
 - 1. Illegal Immigrants - No vendor may enter into a contract to supply goods or services to the Institution without first attesting in writing that the vendor will not knowingly utilize the services of illegal immigrants in the performance of the contract, and will not knowingly utilize the services of any subcontractor who will utilize the services of illegal immigrants in the performance of the contract. T.C.A. § 50-1-103.
 - 2. Sales and Use Tax - No vendor may enter into a contract to supply goods or services to an entity without first registering registered or receiving an exemption from the Department of Revenue for the collection of Tennessee sales and use tax. T.C.A. § 67-6-601-608.
 - 3. Pursuant to T.C.A § 62-6-101 et seq., construction bids with an estimated total of \$25,000 or greater require bidders to provide its TN contractor's licensure information, including classification and date of expiration with its bid response.

E. Removal from Vendors List

- 1) Vendors who fail to provide adequate goods and/or services may be removed from the vendors list.
- 2) Reported failure to comply with bids, awards, and/or orders, etc. shall be documented and maintained. Examples of failure to comply include but are not limited to:
 - a. Over, under and/or late shipments;
 - b. Failure to ship;
 - c. Damaged and/or defective products;
 - d. Shipments not in conformance with specifications;
 - e. Unauthorized substitutions.
 - f. Other principal causes for removal from the vendor list are:
 - g. Billing Errors;
 - h. Service Deficiencies;
 - i. Failure to Ship
 - j. Unethical Practices;
 - k. Misrepresentation of Merchandise;
 - l. Unwillingness to amend impermissible clauses;
 - m. State or federal debarment status.
- 3) Other principal causes for temporary or permanent removal from the bid list are:
 - a. Unethical Practices.
 - b. Misrepresentation of Merchandise.
- 4) Failure of a vendor to perform satisfactorily in any of the above areas may result in a vendor's liability for damages to the Institution.

11. Receiving - Freight, Shipping, Receipt, Storage and Inspection of Goods.

- A. Freight and Shipping. There are two (2) types of shipping: FOB Destination and FOB Origin.

Free On Board (FOB). "FOB" is an acronym for "free on board" when used in a sales contract. The seller agrees to deliver merchandise, free of all transportation expense, to the place specified by the contract.

- 1) FOB Destination. Under "FOB Destination," title and risk remain with the seller until it has delivered the goods to the location specified in the contract. FOB Destination is the standard method for institutional shipments.

- 2) FOB Origin. "FOB Origin" means that title and risk pass to the buyer at the moment the seller delivers the goods to the carrier. The parties may agree to have title and risk pass at a different time or to allocate shipping charges by a written agreement. In order to agree to FOB Origin, the vendor or Institution must provide shipment protection for the Institution's interest.

B. Receipt. Upon receipt of supplies, materials, and equipment, the receiving Institution shall:

- 1) Receiving Report - When any supplies, equipment, or materials are received by Jackson State Community College, the receiving employee shall promptly make a written certification that the items received were equal in quality and quantity to those purchased by entering verification on the receipt documents (hard-copy or eProcurement). The Institution's copy of the Purchase Order may be used to verify goods or services received.
- 2) Verify that the shipping documentation names the Institution as the actual consignee and that the number of cartons, crates, etc., listed is the same as the amount received.
- 3) Examine containers for signs of external damage or pilferage. If signs of damage or pilferage are obvious or suspected, it must be noted on each copy of the freight bill and signed (not initialed) by the delivering driver.
- 4) Sign the freight bill and retain a copy for Institution's records. The notation "SUBJECT TO FURTHER INSPECTION" may accompany the Institution or central receiving's signature.
- 5) Count and inspect the internal contents of all boxes, crates or cartons to determine that the material received matches the description listed on the packing slip, receiving documents, and/or purchase order, in regard to quantity, quality, size, color, model number, specifications, etc. and record in the Institution's eProcurement system.
- 6) Discrepancies - If any discrepancies (i.e. wrong item(s), overages, shortages, damages) exist, they must be noted on the packing slip, receiving report, and/or purchase order. Appropriate corrective action shall be taken for all discrepancies.
- 7) All receiving records should indicate the quantity and date received and any other information pertinent to the receiving process.
- 8) The material received must be retained or sent to the proper department. Damaged goods deemed unacceptable are to be retained for further disposition.

- 9) Complete records on all receiving reports shall be maintained in order to provide a clear audit trail on the receipt of all purchases.

12. **Contract Monitoring** - Service Contracts.

- A. All service contracts shall contain a provision that states that the contractor's activities shall be subject to monitoring by the Institution and/or state officials. These contract types include, but are not limited to:
 - 1) Personal Service
 - 2) Professional Service
 - 3) Software Related Agreements
 - 4) Grants, including subcontracts
 - 5) Memorandums of Understanding
- B. **Monitoring Plan**. Institutions shall maintain a monitoring plan for all service contracts to ensure the following:
 - 1) Contract performance in terms of progress and compliance with contract provisions;
 - 2) Communication with Contractor to ensure maximum performance and intended results;
 - 3) Financial obligations of the Institution do not exceed the contract pricing;
 - 4) Deliverables are received;
 - 5) Appropriate approval and remittance of payments for acceptable work are in accordance with contract provisions and applicable law;
 - 6) Maintenance of records for each contract that documents activities such as procurement, management, and sub-recipient monitoring, if applicable; and
 - 7) Evaluation of contract results in terms of the achievement of organizational objectives.
- C. **Goods, Materials and Supplies**. Procurement of goods, materials, and supplies under this policy shall not require a monitoring plan, but shall comply with TBR and Institution internal controls and audit procedures.

13. **Surplus Property**.

- A. Surplus property is personal property which has been determined obsolete, outmoded, unusable or, no longer usable by the Institution, or property for which future needs do not justify the cost of maintenance and/or storage.
- B. Surplus property is personal property which has been determined obsolete, outmoded, unusable or no longer usable by the institution, or property for which future needs do not justify the cost of maintenance and/or storage. Disposal of such property must be in

accordance with Tennessee Board of Regents Policy No. 4:02:20:00, Disposal of Surplus Personal Property.

14. Accessibility.

- A. Institutions shall seek to afford persons with disabilities the opportunity to use Informational/instructional and technologies to acquire the same information, engage in the same interactions, and enjoy the same services as a person without a disability in an equally effective and equally integrated manner, with substantially equivalent ease of use.
- B. Institutions shall include language in applicable procurements that the products/services, including any updates, provided to the Institution will meet the accessibility standards set forth in WCAG 2.0 AA (also known as ISO standard, ISO/IEC 40500:2012), EPub 3 and Section 508 of the Vocational Rehabilitation Act.
- C. When signature is required by the Institution, to demonstrate that the vendor's product complies with the aforementioned accessibility standards, the vendor shall verify accessibility by completing the Vendor Product Accessibility Statement and Documentation Form (**See EXHIBIT C**). If the vendor is not compliant with the aforementioned accessibility standards, the vendor shall describe by using the Accessibility Conformance and Remediation Form its plan for product/service compliance.

15. Fiscal Review.

- A. Certain procurements/contracts must be also filed with and reviewed by the State's Fiscal Review Committee. This includes procurements/contracts that meet **all** of the following criteria:
 - 1) Contracts that are non-competitive; and
 - 2) Contracts that have the potential of being for a period of more than one year; and
 - 3) Contracts that exceed \$250,000 in total value (including all potential renewals).
- B. For all procurements/contracts that meet these criteria, the Institution shall work with the TBR System Office to produce/coordinate the documentation required for Committee submittal/review.

16. Bonds - The Institution may require that vendors provide the following types of bonds:

- A. Performance Bonds
- B. Bid Bonds (Surety Bonds)
- C. Payment Bonds
- D. Protest Bonds

**A COMPLETE EXPLANATION OF EACH OF THESE BONDS IS LISTED IN TBR PURCHASING POLICY
4.02.10.00 / PROCEDURES / 16. BONDS.**

- 17. Strategic Sourcing Group** - The Strategic Sourcing Group, primarily a subset of the Council of Buyers, shall seek opportunities to improve system-wide efficiencies by leveraging purchasing and sourcing resources across the TBR system. The Group shall seek advice and input from key functional areas in which the procurement and sourcing needs are often common and substantial.

The Group's activities shall include, but not be limited to:

- A. Developing a framework of shared governance and accountability to ensure the System's approach to strategic sourcing is effective, responsive, and sustainable;
- B. Establishing new collective agreements and enhancing existing agreements to ensure that procurements are in the best interest of the System
- C. Serving in an advisory capacity for system-wide agreements.

18. Prohibited Transactions.

- A. No personal items shall be purchased through the Institution or from funds of the Institution for any employee of the Institution or any Immediate Family member of any employee.

Personal Items - Business Purposes Exception - A request to purchase items that are normally considered personal items (e.g. clothing, etc.), but are needed for business purposes, must receive approval by the JSCC President. Therefore, any request to purchase personal items for employees with institutional funds requires a business purpose justification statement. The amount of the item should be no more than \$25 per item. The requisition along with the business purpose justification must be presented to the President for approval.

- B. No employee of an Institution responsible for initiating or approving requisitions shall accept or receive, directly or indirectly, from any person, firm or corporation to whom any contract may be awarded, by rebate, gift or otherwise, any money or anything of value whatsoever, or any promise, obligation or contract for future awards or compensation.
- C. Whenever any contract is awarded contrary to the provisions of TBR Purchasing Policy 4:02:10:00, the contract may be void and of no effect, and if the violation was intentional, the employee responsible for the purchase may result in disciplinary proceedings under TBR and Institutional policies.

19. **Written Procurement Policy** - Each institution shall maintain a written procurement policy (may be in electronic format) which sets forth any procedures of the Institution which are in addition to and necessary to comply with this policy.

20. **Exceptions** - Any exceptions to the procedures outlined in this policy shall be subject to the approval of the Chancellor or designee and shall be requested in writing by the President or designee. Exceptions shall be made on a case-by-case basis. If an exception is made, a written determination signed by the Chancellor or designee shall be included in the procurement file.

21. **Coordination of Purchasing & Contracts Among Institutions.**
Wherever possible, in bid purchases and contracts, consideration should be given to wording that would allow other TBR member institutions to purchase under the terms and conditions of the bid and contract of Jackson State Community College (JSCC). In appropriate circumstances, consideration should also be given to wording that would allow UT institutions to purchase under the terms and conditions of JSCC. Also, TBR institutions shall also be permitted to purchase under the terms and conditions of a bid of the UT System if the bid authorizes TBR institutions to do so.

Section IV
PURCHASING PROCEDURES
SPECIFIC TO JACKSON STATE COMMUNITY COLLEGE

1. **Purchases of Goods and Services.**

A. **Purchases of Goods and Services in the Amount of \$50 or Less** - If the total of the items to be purchased are in the amount of \$50 or less, the following 3 alternative purchasing methods may be used in lieu of issuing a purchase order:

- 1) An authorized employee of Jackson State Community College has the authority to purchase goods or services required for use in the performance of their duties in the amount of \$20 or less through charge accounts at certain outlets approved by the Vice President for Financial and Administrative Affairs. Any purchase made at one of these outlets in the amount of \$20 or less does not require the issuance of a purchase order.
- 2) An authorized employee of Jackson State Community College may purchase goods or services in the amount of \$50 or less on a cash basis. The employee can be reimbursed in the Business Office through a Petty Cash Voucher. The reimbursement must be accompanied by an invoice or sales ticket or receipt for the goods or services purchased, and Jackson State Community College will not pay sales tax on such purchases. A sales tax exemption number is available in the Business Office and will be provided to any employee who elects this method of purchasing items.
- 3) An authorized employee of Jackson State Community College may purchase goods or services in the amount over \$20 but no greater than \$50 on a cash basis. The employee can be reimbursed by the Business Office by completing a Check Requisition made out to themselves. The receipt for all items or services purchased must be attached to the Check Requisition. The Check Requisition must be signed/approved by the same Directors, Deans, Vice-Presidents, in accordance with the Purchasing Authority Limits.
- 4) Purchases of goods or services of \$50 or less may be made from authorized JCCC vendors and charged to JSCC without the necessity of a Purchase Order. These purchases will be paid by the submission of a **Check Requisition**. The "**Guidelines for Submitting Check Requisition Forms**" are located in J-Web / Work Actions / Forms-Documents-Policies / Policies/Procedures / Chapter 4: Business and Finance / Guidelines for Check Requisitions.

NOTE - The Check Requisition Form can be found at: J-Web / Work Actions / Forms-Documents-Policies / list all forms/documents / Business Services / Check Requisition Form.

B. **Purchases of Goods & Services in the Amount of \$50 or More** - All JSCC Purchases of Goods and Services greater than \$50 require a Purchase Order (PO) to be issued. The first step for the issuance of a PO is to enter a Requisition for Purchase into the JSCC electronic SciQuest Purchasing system. The Requisition for Purchase must be approved electronically by all required JSCC Approvers in the SciQuest system.

1) **Requisition For Purchase** - A Requisition For Purchase must be entered into the JSCC electronic SciQuest Purchasing system to purchase goods and services over **\$50** when Jackson State Community College will be responsible for the liability for such purchases. The Requisition for Purchase must be entered by the designated department SciQuest Requestor.

a. **Vendor** - Select the vendor by either clicking on one of the 7 Punchout Catalog Vendors available on the SciQuest home page or by clicking “non-catalog item” and then entering the vendor name in the “Enter Supplier” block. If the vendor has multiple PO addresses, the primary PO address will be listed as the “Fulfillment Address”. Other PO addresses can be selected by clicking “select different fulfillment center”. Requestors can also enter a new fax number or email address for the PO to send to by clicking “+ Distribution Methods” and then clicking the box that reads “Check this box to customize order distribution information.” You can then enter the new fax # or email address for the PO to send to.

b. **Enter the Items to Purchase.**

- **Items for Punchout Catalog Vendors** - Search for and select the items and quantity of each item to purchase, then add to your cart. When all items have been selected, then most catalogs have a “Review & Checkout” button and then “Submit Order” button that should be clicked. After clicking “Submit Order”, the Requestor will be returned back into the SciQuest requisition to complete the remaining information.
- **Items for Non Catalog Vendors** - To enter items from vendors that are not in one of the Punchout Catalogs, select “non-catalog item” on the SciQuest home page. Enter the vendor per instructions in a. above and then enter the Product Description, Catalog No. (enter N/A if there is no Catalog No.), Quantity, and Price Estimate (unit price). If multiple items are needed, then select “Save and Add Another” then enter the information on the next item. When all items have been entered then select “Save and Close”.

c. **Commodity Codes** - Per TBR purchasing guidelines, a Commodity Code must be selected for each Item listed on the Requisition for Purchase.

- Reopen the requisition by clicking on the \$ amount listed beside the shopping cart at the top right corner of SciQuest home page.
- Click “View My Cart”. Each item entered on the requisition will be listed.
- Click on the magnifying glass In the “Commodity Code” section.

- Enter the Commodity Code or search for a Commodity Code by entering an item name in the “Description contains” block.
 - Click Search.
 - Select the correct Commodity Code.
 - Click “Proceed to Checkout”, to return to the SciQuest Requisition.
- d. General Section / PO Types - There are 4 PO Types that can be selected in the General Section of the SciQuest Requisition:
- Regular Order - SciQuest automatically sends the PO to the vendor.
 - Standing Order - Standing/Blanket PO’s. These PO’s are not sent to the vendor.
 - P-Card - Select this PO type when a College credit card will be used to complete the purchase. These PO’s are not sent to the vendor.
 - Do Not Distribute - This PO type should be selected when the PO does not need to be sent to the vendor. This PO type is usually selected when JSCC already has received the vendor’s invoice.
- e. Shipping - Enter the deliver to information in this section.
- f. Billing - The Requestor does not enter any data in this section. All of the billing / JSCC Accounts Payable information is already listed. All invoices for JSCC will be sent directly to Accounts Payable.
- g. Accounting Codes / FOAP Number information - The complete FOAP (Fund #, Organization #, Account #, and Program #) that the purchase should be charged to must be entered into the “Accounting Codes” section of the SciQuest Requisition. If the purchase should be charged to multiple FOAP Numbers, then extra FOAP lines can be added by clicking the “edit” button and then clicking “add split”. Select either “% of price” or “Amount of Price”. Then enter each FOAP and either the percentage of the total \$ or the exact dollar amount for each FOAP.
- h. Documents & Explanatory Notes - All documents pertaining to the purchase of specific goods and services should be attached in the SciQuset requisition in the Internal Notes and Attachments or the External Notes Attachments section. Any notes needed to list or explain the attached documents or explain other aspects of the purchase should also be entered into these sections.
- Internal Notes and Attachments - These are notes and attached documents that authorized JSCC staff can view. The vendor will not be able to see notes entered into the Internal section, and the vendor will not receive documents attached in the Internal section. A list of documents that should be attached in the Internal Section are:

- Budget Documents
 - Sole Source Vendor Documentation
 - Contract documents relevant to the purchase but not meant for the vendor
 - Multiple Bids that were obtained per the Informal or Formal Bid process (see above Section III / 6. Procurement Methods / B. and C.)
 - Written approval by the JSCC President for any new Requisitions/PO's entered after the fiscal year PO cutoff date at the end of April each year.
 - Any other documents relevant to the purchase but not meant for the vendor.
- External Notes and Attachments - These are notes and attached documents that authorized JSCC staff can view. These notes will be printed on the Purchase Order that is sent directly to the vendor and all documents attached in the External Section will be sent to the vendor with the Purchase Order. A list of documents that should be attached in the External Section are:
 - The vendor's quote
 - Specifications of the product or service
 - Informal or Formal bid documents that were received and accepted from this vendor
 - A contract between JSCC and this vendor for these particular goods or services.
 - Any other documents relevant to the purchase that should fax/email to the vendor with the Purchase Order.

NOTE - Do not attach any documents in the External Section when one of the special SciQuest punch out catalogs are being used. The PO will not be sent to the catalog vendor if documents are attached in the external section.

- i. Final Review - After all data has been entered into the Requisition, click "Final Review". The Requestor should review all of the data that was entered into the SciQuest Requisition. The Requestor should revise any information that is incorrect.
- j. Submit Requisition - When all of the information listed in the Requisition is correct, then click the "Submit Requisition" button at the top right corner. SciQuest will then show a screen that confirms that the Requisition has been submitted, and it will list the Requisition Number.

- k. Initial Budget Check - The SciQuest Purchasing system automatically performs an initial Banner Budget check to ensure adequate funds are available before routing to approvers.
- l. Approval - The SciQuest Purchasing system automatically routes the Requisition to all designated Fund #'s and/or Org #'s Approvers for the FOAP listed in the Requisition. JSCC SciQuest Approvers include:
 - Director of Purchasing - all requisitions.
 - Deans in academic areas
 - Directors in non-academic areas
 - Vice Presidents for specific Organization #'s that report directly to them and Organization #'s for their departments that are \$1500 and greater
 - Sponsored Program Coordinator for all Grant Fund #'s
 - Curriculum and Adjunct Services Coordinator for the TAF Org#
 - JSCC Vice President of Financial and Administrative Affairs for all requisitions of \$3000 and greater
 - JSCC President for all requisitions of \$5000 and greater
- m. Final Budget Check - After all required approvals have been entered, the electronic SciQuest Purchasing system will perform a final Banner Budget check.

- 2) Purchase Orders - After all required approvals have been entered and after the Final Budget Check, the Banner and SciQuest systems will issue the Purchase Order (PO). PO's are automatically assigned a PO # by Banner. All JSCC PO #'s begin with "P" and include 7 numbers (example: P0058952).

If the PO Type entered in the Requisition was "Regular Order", the SciQuest system will automatically fax or email a copy of the Purchase Order, the JSCC PO Terms and Conditions, and all documents attached in the External Attachments section of the requisition to the vendor.

- 3) Electronic Storage of Requisitions for Purchase and Purchase Orders - All Requisitions for Purchase and Purchase Orders (including all attached documents) are electronically stored in the SciQuest Purchasing system. The Director of Purchasing, the Requestor that originally entered the Requisition, and authorized SciQuest User that has "Auditor Role" authority can view and print the complete Requisition for Purchase and the Purchase Order in the SciQuest system.

**** See Section IV. 7. Purchases from Agency (Club) Accounts. for purchasing procedures from Agency (Club) Accounts.**

- 2. Adding New Vendors. New vendors may be added by 2 methods:

- A. Manual Entry - The JSCC Director of Purchasing can enter new vendors directly into Banner and sync them into the SciQuest Purchasing system. The JSCC employee that requests a

new vendor must supply the following 2 completed New Vendor documents to the Director of Purchasing:

- 1) Federal W-9 Request for Taxpayer Identification Number and Certification Form.
- 2) Supplemental Vendor Information Sheet.
- 3) Copies of the Federal W-9 Form and Supplemental Vendor Information Sheet can be provided by the JSCC Director of Purchasing.

B. Sync from TBR's SciQuest TSM System - If the vendor is already completely setup and approved in the TBR's SciQuest TSM System, then the JSCC Director of Purchasing can sync the vendor directly into the JSCC Banner and SciQuest vendor database. SciQuest Requestors should contact the JSCC Director of Purchasing to inquire if a new vendor is approved in the TBR's TSM system.

3. Procurement/Credit Cards.

A. Jackson State Community College has the following 4 Credit Cards:

- 1) MasterCard - Main Campus / General **
- 2) MasterCard - Main Campus / Athletics
- 3) Walmart Card - Main Campus, Humboldt Center, Lexington Center, Savannah Center, and Paris Location
- 4) Kroger Card - Main Campus

** The JSCC MasterCard should only be used when the vendor will not accept the JSCC Purchase Order and will not invoice JSCC for payment by check.

B. A Purchase Order must be issued for all credit card purchases over **\$50**.

C. The JSCC Credit Cards can only be checked out by and used by authorized full time employees of Jackson State Community College. The JSCC Credit Cards cannot be checked out or used by Students (Including Student workers), Adjunct Faculty, or any part time employee.

D. The complete Jackson State Credit Card Policy can be found at: J-Web / Work Actions / Forms-Documents-Policies / Policies/Procedures / Chapter 4: Business and Finance / Credit Card Procedures.

4. Sales Tax. Jackson State Community College is an institution of the State of Tennessee. Per Tennessee Law, State institutions are not allowed to pay Sales Tax on the purchase of goods or services. The JSCC Director of Purchasing maintains a copy of the "**State of Tennessee Department of Revenue Sales and Use Tax Certificate of Exemption**".

Exceptions:

- A. Items Purchased to Resale to the Public - Sales Tax must be paid for any items purchased by the College that will be resold to the public (example: concession items purchased to resell at athletic events).
 - B. Agency (Club) Account Purchases - Sales Tax must be paid on all items purchased from Agency/Club Account funds.
5. **Food and Drink Purchases.** In order to ensure that meals or refreshments provided by the College meet specific criteria established by the Tennessee Board of Regents, a completed and approved Business Meal Purchase Approval form must be submitted for approval prior to ordering or purchasing meals, food, drinks, or food supplies for any meeting or gathering to be paid for with unrestricted institutional funds.
- A. Business Meal Approval Procedure - The Complete Jackson State Business Meal Approval Procedure can be found at: J-Web / Work Actions / Forms-Documents-Policies / Policies/Procedures / Chapter 4: Business and Finance / Business Meal Approval Procedure.
 - B. Business Meal Purchase Approval Form - The Complete Jackson State Business Meal Approval Procedure can be found at: J-Web / Work Actions / Forms-Documents-Policies / Policies/Procedures / Chapter 4: Business and Finance / Business Meal Purchase Approval Form.
 - C. Exceptions - The following Food and Drink purchases do not require a Business Meal Form:
 - 1) Food & Drinks purchased for Students and Student Activities - Charged to FOAP # 200001-323030-74503-400
 - 2) Food & Drinks purchased from Org # 211100 / International Education Funds
 - 3) Food & Drinks provided and paid for with JSCC Foundation funds
 - 4) Food & Drinks provided by and paid for with Agency (Club) funds.
 - D. All Food & Drink purchases must be charged to Account # **74503**.
6. **Purchases of Computer Systems, Hardware and Software.** Acquisition of computer systems, computer hardware and/or software shall be made in accordance with TBR Guidelines on Acquisition of Data Processing Equipment/Software/Services, and all TBR Purchasing Guidelines and Procedures, and the JSCC Director of OIT must approve all such purchases.
7. **Purchases from Agency (Club) Accounts.**
- A. The JSCC Purchasing Dept. does not normally issue Purchase Orders for goods or services purchased with Agency (Club) Account funds. A paper Requisition for Purchase Form must be issued for purchases made from Agency (Club) Accounts. This Requisition for Purchase Form must be signed/approved by appropriate Agency budget manager, the Dept. Dean or Director, and the Vice President of Financial and Administrative Affairs.

The Requisition for Purchase form is found in the J-Web / Work Actions / Forms-Documents-

Policies / list all forms/documents / Purchasing / Purchase Requisition Form.

- B. Payment for Agency (Club) Account purchases should be made by submitting a completed Check Requisition Form. A copy of the completed/approved Requisition for Purchase Form should be attached to the Check Requisition Form.
- C. Agency (Club) Use of JSCC Credit Cards.
 - 1) The Agency (Club) is permitted to use the JSCC MasterCard only in cases where the Agency (Club) is required to order the items by either phone or on line with a credit card. The JSCC employee completing this Agency (Club) Account purchase must present the completed/approved paper Requisition for Purchase Form when he/she checks out the MasterCard.
 - 2) The Agency (Club) is permitted to use the JSCC Walmart and Kroger credit cards for purchases from these locations. The JSCC employee completing this Agency (Club) Account purchase must present the completed/approved paper Requisition for Purchase Form when he/she checks out the Walmart or Kroger credit card.
 - 3) The Agency (Club) must follow all JSCC Credit Card policies. The complete Jackson State Credit Card Policy can be found at: J-Web / Work Actions / Forms-Documents-Policies / Policies/Procedures / Chapter 4: Business and Finance / Credit Card Procedures.
- D. Sales Tax - Sales Tax on all purchases paid for with Agency (Club) Funds.

8. **Revise, Close/Cancel Purchase Orders.**

- A. Revise Purchase Orders - When a Change Order (PO revision) is needed, the JSCC Requestor or Primary Approver responsible for the PO must send an email detailing all required revisions to the JSCC Director of Purchasing. The Director of Purchasing will enter the PO Change Order directly into Banner.
- B. Close/Cancel Purchase Orders - If a Purchase Order needs to be closed/cancelled, the JSCC Requestor or Primary Approver responsible for the PO must send an email to the JSCC Director of Purchasing requesting for the PO to be closed/cancelled. The Director of Purchasing will close/cancel the PO in Banner.

9. **Fiscal Year-End Processes for Purchase Orders.** The Jackson State Community College fiscal year ends on June 30. With very few exceptions, all JSCC Purchase Orders must be closed by the end of each fiscal year.

- A. Cutoff date for new Purchase Orders - In preparation for the year-end Fiscal closing, entry of Requisitions for new Purchase Orders will be cutoff at the end of April each year. An exact

date for the year-end PO cutoff will be emailed to all JSCC SciQuest users during the first week of April.

- 1) Only emergency PO's will be allowed after the April PO cutoff date, and all PO's after the cutoff date must have the written approval of the JSCC President. This written approval of the President must be attached in the Internal Attachments section of the SciQuest Requisition.
- 2) Regular entry of new Requisitions/PO's will re-open during the first week of July after all fiscal year-end closing has been completed.

- B. Closing of all current fiscal year Purchase Orders - With very few exceptions, all JSCC Purchase Orders must be closed by the end of each fiscal year (June 30 or the end of the Accounts Payable accrual cycle).

Beginning the first week of May, the JSCC Director of Purchasing will email an “**Open PO Encumbrance Report**” to all JSCC Faculty and Staff that have open Purchase Orders (including Travel PO's) listed under their name. During May, the JSCC Director of Purchasing will email a new Open PO Encumbrance Report each week. Beginning the first week of June, a new Open PO Encumbrance Report will be emailed to Faculty and Staff that open PO's at least every other day.

- 1) Faculty and Staff that have open PO's under their name should work to get these PO's closed as soon as possible, but they must be closed by June 30. This may involve:
 - a. Contacting the vendors to ensure that the items on the PO's are delivered and invoiced before June 30, and to ensure that the invoice is checked and approved for payment and sent to JSCC Accounts Payable on or before June 30, or
 - a. Ensuring that all Travel Claims are turned in, so they can be processed and the Travel PO closed.
- 2) Purchase Orders that Roll into the next fiscal year - Occasionally, there may be a PO that needs to roll into the next fiscal year. The primary reason for a PO to roll is when products ordered on the PO did not ship in time to receive the products and process the invoice for payment by the fiscal year-end date. If it is determined that the goods ordered on a PO will not deliver by the fiscal year-end date, then the PO's Primary Approver (usually the Dept. Dean or Director) should send an email to the JSCC Vice President of Financial and Administrative Affairs requesting for the PO to roll into the next fiscal year. This email should list the following: PO #, vendor name, product description of items ordered, total \$ of the PO, and list the reason why the ordered products will not deliver to JSCC by the fiscal year-end date. If the Vice President of Financial and Administrative Affairs approves the PO to roll, then the approval email must be forwarded to the JSCC Director of Purchasing to add the PO # to the year-end PO Roll list for JSCC Accounting.

Section V.

EXHIBITS / EXAMPLE DOCUMENTS

EXHIBIT A

INVITATION TO BID / REQUEST FOR QUOTATION STANDARD PURCHASING TERMS & CONDITIONS

1. PREPARATION AND SUBMISSION OF BID.

- a. Failure to examine any drawings, specifications, or instructions will be at the bidder's risk.
- b. BID SUBMITTAL / SIGNATURE: Bid shall give the full name and business address of the bidder. If the bidder is a corporation, the name shall be stated as it is in the corporate charter. Bids must be signed in ink by the bidder's authorized agent. Unsigned bids will be rejected. Bids are to be sealed and the outside of the envelope is to reference the bid number. The person signing the bid must list their title, and if requested by the institution, must furnish satisfactory proof of authority to bind their company in contract. Bidder understands that by submitting a bid with an authorized signature, it shall constitute an offer to the institution. Bids must be typewritten or in ink; otherwise they may not be considered. Purchase orders will be issued to the firm name appearing on the bid.
- c. Bids are to be received in the location designated on the bid no later than the specified date and time. Late bids will NOT be opened or considered.
- d. No erasures permitted. Errors may be crossed out and corrections printed in ink or typewritten adjacent to error and must be initialed in ink by person signing bid.
- e. Discounts other than "Time" or "Cash" offered should be deducted from the unit price.
- f. Specifications: Reference to available specifications shall be sufficient to make the terms of the specifications binding on the bidder. The use of the name of a manufacturer, or any special brand or make in describing an item does not restrict the bidder to that manufacturer or specific article, unless specifically stated. Comparable products of other manufacturers will be considered if proof of compatibility is contained in the bid. Bidders are required to notify the Institution's RFQ Coordinator whenever specifications/procedures are not perceived to be fair and open. All suggestions or objections shall be made in writing and received by the RFQ Coordinator at least three (3) working days prior to the bid opening. The articles on which the bids are submitted must be equal or superior to that specified. Informative and Descriptive Literature: The bidder must show brand or trade names of the articles bid, when applicable. It shall be the responsibility of the vendor, including vendors whose product is referenced, to furnish with the bid such specifications, catalog pages, brochures or other data as will provide an adequate basis for determining the quality and functional capabilities of the product offered. Failure to provide this data may be considered valid justification for rejection of bid.
- g. Samples: Samples of items when called for, must be furnished free of expense, and if not destroyed will, upon vendor's request within ten (10) days of bid opening, be returned at the bidder's expense. Each sample must be labeled with the bidder's name, manufacturer's brand name and number, bid number and item reference.
- h. Time of Performance: The number of calendar days in which delivery is to be made after receipt of order shall be stated in the bid and may be a factor in making an award, price notwithstanding. If no delivery time is stated in the bid, bidder agrees that delivery is to be made within two weeks (10 business days) of order.
- i. Transportation and delivery charges should be included in the price and be fully prepaid by the vendor to the destination specified in the bid. Bid prices shall include delivery of all items F.O.B. destination.
- j. New materials and supplies must be delivered unless otherwise specifically stated in the bid.
- k. Alternate/multiple bids will not be considered unless specifically called for in the bid.

- l.** Bond requirements. The institution reserves the right to require that the selected vendor post a performance and/or payment bond in such amount as deemed reasonable by the institution. Any bond requirement should be included in the bid, itemized separately.
- m.** Only bids submitted on bid forms furnished by the Institution will be considered, except that the Institution reserves the right to consider telephone, faxed or electronically submitted bids for purchases totaling less than \$25,000 if received by the deadline and confirmed in writing within five (5) days on Institution forms.
- n.** By signing this bid where indicated, the bidder agrees to strictly abide by all state and federal statutes and regulations. The bidder further certifies that this bid is made without collusion or fraud.
- o.** Failure to Bid/Error in Bid. Failure to bid without advising the Institution that future invitations for bids are desirable may result in removal from Institution's bidders' list covering this category of items. In case of error in the extension of prices in the bid, the unit price will govern. Late bids will NOT be opened or considered. Bidders are cautioned to verify their bids before submission, as amendments received after the bid deadline will not be considered. No bid shall be altered, amended or withdrawn after opening. After bid opening, a bidder may withdraw a bid only when there is obvious clerical error such as a misplaced decimal point, or when enforcement of the bid would impose unconscionable hardship due to an error in the bid resulting in a quotation substantially below the other bids received. Bid withdrawals will be considered only upon written request of the bidder.

2. INSPECTION. All bids will be publicly opened and are subject to public inspection after the award. Bidders may be present at bid opening.

3. ACCEPTANCE AND AWARD. The Institution reserves the right to reject any and all bids and to waive any informality in bids and, unless otherwise specified by the bidder to accept any item in the bid. Action to reject all bids shall be taken for unreasonably high prices, errors in the bid documents, cessation of need, unavailability of funds, or any other reason approved by the Tennessee Board of Regents.

- a.** Contracts and purchases will be made with the lowest, responsible, qualified bidder. The quality of the articles to be supplied, their conformity with the specifications, their suitability to the requirements of the Institution, cash discount offered and the delivery terms will be taken into consideration.
- b.** The Institution reserves the right to order up to 10% more or less than the quantity listed in the bid.
- c.** If a bidder fails to state a time within which a bid must be accepted, it is understood and agreed that the Institution shall have sixty (60) days to accept.
- d.** A written purchase order mailed or otherwise furnished, to the successful bidder within the time period specified in the bid results in a binding contract without further action by either party. The contract may not be assigned without written Institution consent.
- e.** If the appropriate space is marked on the bid, other state institutions of higher education may purchase off the contract during the same period as the Institution.

4. DISCOUNT PERIOD. Time in connection with discount offered will be computed from the date of delivery at destination, or from the date correct invoices are received, whichever is later.

5. DEFAULT OF SELECTED VENDOR. In case of vendor default, the Institution may procure the articles or services from other sources and hold the defaulting vendor responsible for any resulting cost.

6. INSPECTION OF PURCHASES. Articles received which are not equivalent will not be accepted and will be picked up by the vendor or returned to vendor, shipping charges collect. Institution shall have a reasonable period in which

to inspect and accept or reject materials without liability. If necessity requires Institution to use nonconforming materials, an appropriate reduction in payment may be made.

7. TAXES. Institution is tax exempt; do not include taxes in quotation. Vendors making improvements or additions to, or performing repair work on real property for Institution are liable for any applicable sales or use tax on tangible personal property used in connection with the contract or furnished to vendors by the state for use under the contract.

8. NONDISCRIMINATION. The Institution and bidder agree to comply with Titles VI and VII of the Civil Rights Act of 1964, Title IX of the Education Amendments of 1972, Section 504 of the Rehabilitation Act of 1973, Executive Order 11,246, the Americans with Disabilities Act of 1990 and the related regulations to each. Each party assures that it will not discriminate against any individual including, but not limited to employees or applicants for employment and/or students, because of race, religion, creed, color, sex, age, disability, veteran status or national origin.

9. PROHIBITIONS/NO VENDOR CONTRACT FORM/TENNESSEE LAW/AUDIT. Acceptance of gifts from vendors is prohibited. TCA §12-3-106. Bidding by state employees is prohibited. TCA §12-4-103. The bidder warrants that no part of the total contract amount shall be paid directly or indirectly to any officer or employee of the State of Tennessee. The contract documents for purchase under this bid request shall consist of the successful bidder's bid and the Institution's purchase order. **Bidders may not require any other written contract terms or conditions, nor may any other terms and conditions be imposed by means of subsequent documents, such as invoices, warranty agreements, license agreements, etc. Should the bidder request exceptions to terms and conditions and/or those proposed by the bidder vary from the bid and TBR Policies and Guidelines, Institution may render the bid unresponsive and subject the bid to rejection. The contract shall be governed by Tennessee law.** For all awards other than for a firm, fixed price, vendor shall maintain books and records for a period of three (3) years from final payment, and these records shall be subject to audit by the State.

10. PURCHASING POLICIES/BID PROTESTS. This bid request and any award made hereunder are subject to the policies and guidelines of the Tennessee Board of Regents (www.tbr.state.tn.us) and Institution (available upon request). Bid protest procedures are available at:

http://www.tbr.state.tn.us/policies_guidelines/business_policies/4-02-10-00.htm

11. PROHIBITION ON HIRING ILLEGAL IMMIGRANTS. Tennessee Public Chapter No. 878 of 2006, TCA 12-4-124, requires that Contactor attest in writing that Contractor will not knowingly utilize the services of illegal immigrants in the performance of this Contract and will not knowingly utilize the services of any subcontractor, if permitted under this Contract, who will utilize the services of illegal immigrants in the performance of this Contract. The attestation shall be made on the form, Attestation re Personnel Used in Contract Performance ("the Attestation"), which is attached and hereby incorporated by this reference.

If Contractor is discovered to have breached the Attestation, the Commissioner of Finance and Administration shall declare that the Contractor shall be prohibited from contracting or submitting a bid to any Tennessee Board of Regents institution or any other state entity for a period of one (1) year from the date of discovery of the breach. Contractor may appeal the one (1) year by utilizing an appeals process in the Rules of Finance and Administration, Chapter 0620.

12. SALES AND USE TAX. Before the Purchase Order/Contract resulting from this RFQ is signed, the apparent successful bidder must be registered with the Department of Revenue for the collection of Tennessee sales and

use tax. The State shall not approve a contract unless the Proposer provides proof of such registration. The foregoing is a mandatory requirement of an award of a contract pursuant to this solicitation.

13. PAYMENT. The Seller shall be paid, upon the submission of invoices or vouchers, the prices stipulated herein for supplies delivered and accepted or services rendered in completion, less deductions, if any, in accordance with the provisions of the Tennessee Prompt Pay Act of 1985. The Seller agrees that Institution shall issue payment for all goods/services under this Purchase Order via ACH Payment and Seller agrees that no payment shall be made prior to the vendor's completion of the Substitute W-9/ACH Authorization Form.

14. SERVICE AND SOFTWARE ACCESSIBILITY STANDARDS. Unless otherwise disclosed to Institution in writing, the Seller warrants and represents that the Products/Services, including any updates, provided to the Institution will meet the accessibility standards set forth in WCAG 2.0 AA (also known as ISO standard, ISO/IEC 40500:2012), EPub 3 and Section 508 of the Vocational Rehabilitation Act.

15. DATA PRIVACY AND SECURITY. Personal Information (PI) includes but is not limited to that information protected by HIPAA, the HITECH Act, FERPA, or Gramm-Leach-Bliley) or such information which would allow a third party to gain access to the personal, medical or financial records of any of any party. Vendor represents and warrants that its collection, access, use, storage, disposal and disclosure of PI complies with all applicable federal and state privacy and data protection laws. Vendor represents and warrants that Vendor will maintain compliance with the SSAE 16 standard, and shall undertake any audits and risk assessments Vendor deems necessary to maintain compliance with SSAE16. If PI provided by Customer to Vendor is subject to FERPA. Vendor agrees that in its handling of FERPA data it will perform as a school official as that term is defined by FERPA regulations. Vendor acknowledges that its improper disclosure or re-disclosure of PI covered by FERPA may, under certain circumstances, result in Vendor's exclusion from eligibility to contract with Customer for at least five (5) years. Vendor shall provide Customer with the name and contact information for an employee of Vendor who shall serve as Customer's primary security contact and shall be available to assist Customer twenty-four (24) hours per day, seven (7) days per week as a contact in resolving obligations associated with any security incident in which it is reasonably suspected that there has been a breach of information security. Vendor shall immediately mitigate or resolve any Security Incident, at Vendor's expense and in accordance with applicable privacy rights, laws, regulations and standards. Vendor shall reimburse Customer for actual costs incurred by Customer in responding to, and mitigating damages caused by, any Security Incident, including all costs of notice and/or remediation incurred under applicable law as a result of the Security Incident.

31. CLICK-WRAP AGREEMENTS. By acceptance of this Purchase Order, the Vendor agrees that click-wrap agreements shall not be binding upon the Institution. No employee has the actual or apparent authority to enter into click-wrap agreements on behalf of the Institution without the approval of the Institution's Procurement and/or Contracts Office. No employee has the authority to modify, amend, or supplement this Purchase Order through a click-wrap agreement. This Purchase Order can only be modified, amended, or supplemented under these terms through a written Change Order/Amendment approved in accordance with the Institution's and TBR's rules, policies, and procedures.

ATTESTATION RE PERSONNEL USED IN CONTRACT PERFORMANCE

CONTRACT NUMBER:	
CONTRACTOR LEGAL ENTITY NAME:	
FEDERAL EMPLOYER IDENTIFICATION NUMBER: (or Social Security Number)	

The Contractor, identified above, does hereby attest, certify, warrant, and assure that the Contractor shall not knowingly utilize the services of an illegal immigrant in the performance of this Contract and shall not knowingly utilize the services of any subcontractor who will utilize the services of an illegal immigrant in the performance of this Contract.

SIGNATURE & DATE:

NOTICE: This attestation MUST be signed by an individual empowered to contractually bind the Contractor. If said individual is not the chief executive or president, this document shall attach evidence showing the individual's authority to contractually bind the Contractor.

EXHIBIT B

TENNESSEE BOARD OF REGENTS

JUSTIFICATION FOR NON-COMPETITIVE PURCHASES AND CONTRACTS

- (1) Description of service to be acquired:

- (2) Explanation of the need for or requirement placed on the procuring institution to acquire the service:

- (3) Name and address of the proposed contractor's principal owner(s):

- (4) Evidence that the proposed contractor has experience in providing the same or similar service and evidence of the length of time the contractor has provided the same or similar service:

- (5) Explanation of whether the service was ever bought by the procuring institution in the past, and if so, what method was used to acquire it and who was the contractor:

- (6) Description of procuring institution's efforts to use existing institutional employees and resources or, in the alternative, to identify reasonable, competitive, procurement alternatives (rather than to use non-competitive negotiation):

- (7) Justification of why the state institution should acquire the service through non- competitive negotiation (list the applicable factor(s) from TBR Policy 4:02:10:00, Section 11.b.(4):

(Signature of person completing form)

Date

EXHIBIT C

Vendor Product Accessibility Statement and Documentation

Purpose of Accessibility Statement

An Accessibility Statement is an important component in an organization's overall accessibility strategy. An effective Accessibility Statement includes several key components including:

- A clear statement of commitment to ensuring equal access for all users
- A summary of the overall level of conformance with accessible information and technology standards
- Information for users with disabilities regarding product/service accessibility features and gap
- A mechanism to allow users to provide accessibility feedback
- Links to resources (internal or external) that provide additional or related information

The *Key Components* section of this document describes each of these components in more detail and provides specific examples and recommendations that clarify the role and importance of each component.

Key Components

Commitment Statement

- Clearly convey awareness of Information Material and Technology (IMT) accessibility.
- Emphasize commitment to ensuring the accessibility of the IMT product/service.
- Note ongoing efforts to monitor for and remediate accessibility issues as they are identified.

Compliance Status

- Indicate the specific IMT accessibility standards that are targeted for compliance. For example, specify "Section 508", the "Web Content Accessibility Guidelines (WCAG) 2.0, level A & AA" and or EPub3 Accessibility Guidelines (note – response to all three standards is required).
- Note any other best practices or guidelines utilized during design and development (if applicable).
- List any third-party agencies with whom you have worked to evaluate accessibility support.
- Describe any formal testing process you use to determine accessibility support.
- Indicate if you conduct user testing with persons with disabilities to verify accessibility support.
- Provide an Access Development/Remediation Plan and timeline for resolving existing product accessibility gaps.

Product Usage Information for Users with Disabilities

- Describe any product features that may improve accessibility for users with disabilities including:
 - Accessibility-specific features (e.g. the ability to adjust font size and color/contrast settings for text or the availability of closed captions for videos)
 - General product features that may especially benefit users with disabilities (e.g. an 'HTML 5' mode optimized for mobile platforms that also improves keyboard-only navigation).
- Describe any high-impact product accessibility gaps along with suggested interim workarounds that allow users to complete key tasks until the gaps are resolved. For example, if a technical

support website isn't compatible with screen readers used by persons who are blind, appropriate interim workarounds might include:

- Alternative business processes that bypass the accessibility barrier (e.g. providing phone-based support until the web-based support site is accessible)
- Use of a third-party product to replace or supplement inaccessible product functions (e.g. indicating that users may submit or check the status of technical support tickets via email).
- Describe accessibility features provided by your communication channels (e.g. a deaf or hard-of-hearing user may contact you via a TTY line or access support personnel familiar with telephone relay services).

Feedback Mechanism

- Indicate whether you have specific resources devoted to handling accessibility questions/concerns and provide the contact information for these resources.
- Provide a specific mechanism for users to contact in order to:
 - Request accessibility-related assistance
 - Report accessibility problems
 - Request information in accessible alternate formats

Required Documentation

- Provide documentation on
 - accessibility testing results and
 - written documentation on how the IMT product/service meets applicable technical accessibility standards (Section 508, WCAG 2.0 A&AA guidelines, EPUB3) and
 - your most recent Voluntary Product Accessibility Templates (VPATs) and
 - Include the ROCC Accessibility Conformance and Remediation Form when standards conformance is not fully achieved
- Provide links to any other internal accessibility documentation (e.g., accessibility information within general product documentation, FAQs, best practices, tutorials, case studies, or white papers).

Implementation Recommendations

Ensure that the Accessibility Statement is Easily Located on Company Website.

- Provide a hyperlink that points to the Accessibility Statement and meets the following criteria:
 - Descriptive (e.g. 'Accessibility' or 'Disability Access')
 - Prominently positioned (e.g. on the landing page, help/support page, and/or site map)
 - Easily identified (e.g. adequate text size and color/contrast, not the last link in a complex page)

Keep the Information in the Accessibility Statement, Documentation and VPAT Current.

- Since accessibility support changes over time due to product updates, accessibility evaluations, and remediation activities, regularly review and update the Accessibility Statement so it remains up-to-date.
- Include a revision date for the Accessibility Statement so end users know whether the info is current.

Accessibility Conformance and Remediation Form

Instructions

This form serves as means for auditors and vendors to document accessibility gaps associated with AIMT products and to indicate plans for addressing these gaps in the future.

We ask that you complete the **form** provided on the next page as follows:

1. **Product/Vendor Information:** Provide the information requested
2. **Issue Description:** List each major accessibility issue for the product Including the following:
 - Gaps identified from the Accessibility Standards and Voluntary Product Accessibility Template (VPAT)
 - Gaps identified in other product support documentation
 - Gaps identified by a third-party accessibility evaluation report (if available)
3. **Current Status:** Enter one of the following values:
 - Open: The issue has not yet been resolved
 - Closed: The issue has already been resolved
 - I/P: The issue is currently under investigation
 - Other
4. **Disposition:** Enter one of the following values:
 - Planned: The issue will be resolved
 - Deferred: The issue will not be resolved
 - I/P: The issue is currently under investigation
 - Other
5. **Remediation Timeline:** Enter when you anticipate that the issue will be resolved
6. **Available Workarounds (for vendor only):** Describe the business processes vendor will offer or third-party products that should be considered to work around the issue until full remediation
7. **Comments (optional):** Provide details/description regarding the issue
8. **Additional Information (optional):** Provide any additional discussion regarding accessibility plans

Vendor/Product Information

Vendor Name	
Product Name	
Product Version	
Completion Date	
Contact Name/Title	
Contact Email/Phone	

Specific Issues

Issue Description	Current Status (Open, Closed, I/P)	Disposition (Planned, Deferred, I/P)	Remediation Timeline	Available Workarounds	Comments
Images on the landing page lack equivalent alternate text	Open	Planned	Q3, 2015 release (v1.2)		Functional images will receive descriptive alternate text; decorative images will receive null alternate text.

Additional Information: