

Purchasing 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. Descriptions of requirements are brief and an effort has been made to avoid repetition. All employees should familiarize themselves with the contents of this policy 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 policy.

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

SECTION I

PURCHASING PROCEDURES

COMPETITIVE BIDDING AND SPECIFICATIONS

All purchases shall be based upon the principle of competitive bidding except as herein provided. Whenever possible, all specifications for materials, supplies, equipment and services shall be worded or designed to permit open and competitive bidding for the supplying of the articles, commodities or services to which they apply. Open and competitive bidding must utilize one of the following purchasing techniques:

- A. Specifications based on brand names and produce numbers, reference to brand names, trade names, model numbers or other descriptions peculiar to specific brand products is made to establish a required level of quality and functional capabilities; it is not intended to exclude other products of that level. Comparable products of other manufacturers will be considered if proof of comparability is contained in the bid. It shall be the responsibility of the vendors, including vendors whose product is referenced, to furnish with the bid the specifications, catalog pages, brochures or other data needed to 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 a bid;
- B. Specifications based on standard specifications;
- C. Specifications based on qualified products list;
- D. Specifications based on catalogs, price lists, or price schedules;
- E. Multi-step sealed bidding - The use of a multistep sealed bidding process is required in the acquisition of institutional computer systems involving the purchase of hardware and the development of application software. The multistep bidding process may also be used for the procurement of other products or services, when it is not practical to prepare initially definitive specifications which will be suitable to permit an award based on price. Purchase of materials or services, for which the State of Tennessee Department of General Services, Purchasing Division, has awarded a contract through the competitive bidding process, will be made without adherence to Minimum Notice and Number of Bids, if so desired, provided the vendor meets the bid specifications.

INVITATIONS TO BID

Invitations to bidders shall specify:

- A. The time and place that bids will be received and opened;
- B. The articles or services for which such bids are to be submitted and the specifications for such articles or services;

- C. The amount or number of articles or services required;
- D. The time of delivery;
- E. The amount, if any, of any bid bond or certified checks to accompany the bid;
- F. The amount, if any, of any performance bond which will be required if the vendor is the successful bidder,
- G. The date bid evaluations will be available for viewing; and
- H. Any other requirements, conditions, or information deemed necessary to the purchase.

MINIMUM NOTICE AND NUMBER OF BIDS

The number of bids required and the notice to bidders for solicitation of bids shall be as follows:

- A. If purchases are estimated at \$50,000 more, written sealed bids must be solicited from at least fifteen (15) qualified vendors or the number of vendors on the Vendors List if less than fifteen (15). The Director of Purchasing must approve the solicitation of less than 15 bids. Invitations to bid must be mailed at least fourteen (14) days, (ten days where all vendors are local) before the date the bids are scheduled to be opened if the amount is \$50,000 or more, or at least seven (7) days before the date the bids are scheduled to be opened if the amount is at least \$10,000 but less than \$50,000.
- B. Unless approved by the Vice President for Financial and Administrative Affairs, all sealed bids will be opened in the office of the Director of Purchasing at 2:00 p.m. on the date specified for opening.
- C. If purchases are estimated to be at least \$10,000 but less than \$50,000, written or telephone bids must be solicited from at least three (3) qualified vendors, with at least seven (7) days notice before the date of issuing the purchase order. With prior approval of the Vice President for Financial and Administrative Affairs, telephone bids may be solicited in this category. However, written confirmation of these telephone bids must be received in the Director of Purchasing's Office within three (3) days of the request for the telephone quotation and prior to issuance of the purchase order, except upon previous approval of the Vice President for Financial and Administrative Affairs.
- D. If the estimated amount of the purchase is less than \$10,000, the purchase may be negotiated.
- E. Any items in categories (A) through (C) above require an approved Requisition for Purchase to be entered into the electronic SciQuest Purchasing system (see Section III: Explanation of Forms) and the subsequent issuance of a Purchase Order by the Director of Purchasing.

BID WITHDRAWAL, BID REVISION, AND BID REJECTION

Before bid opening, a vendor may be permitted to withdraw a bid entirely and/or submit a substitute bid. The vendor making such a request must submit suitable identification.

After bid opening, a vendor will be permitted to withdraw a bid only where there is obvious clerical error in the bid, or where enforcement of the bid would impose unconscionable hardship due to an error in the bid. Withdrawal will be considered only upon written request from the vendor.

In cases of errors in the extension of prices in the bid, the unit price will govern.

A bid may not be revised after bid opening.

When it becomes necessary to reject all bids, the reason for such rejection must be set out in complete detail and made available to all bidders.

Action to reject all bids shall be taken only for unreasonably high prices, errors in the invitation to bid, cessation of need, unavailability of funds, or any other reason approved by the Vice President for Financial and Administrative Affairs.

ACCEPTANCE OF BIDS

All bids shall be subject to rejection by the institution. If awarded, the contract for purchase shall be awarded to the lowest qualified and responsible bidder, taking into consideration quantifiable factors including, but not limited to, the apparent ability of the bidder to perform the proposed contract, the conformity to the articles or services to the specifications, any discount allowed for prompt payment or for any other reason, transportation charges, and the date of delivery specified in the invitation to bidders.

A bond for the faithful performance of any contract may be required at the discretion of the institution complete written record on all procedures and justification shall be maintained on each purchasing transaction in order to provide a clear audit trail on the purchase.

Bids must be received in the specified location on or before the date and hour designated for bid opening. Late bids will not be considered in contract award.

All bids received shall be publicly opened and examined by the Director of Purchasing at the time and place specified in the invitation to bidders. All bids conforming to the invitation together with the name of the bidder shall be recorded, become a matter of public record, and remain open to public inspection after award.

Each bid should give the full name and business address of the bidder. Unsigned bids may be rejected. The person signing the bid must show his title, and if requested by the institution, must furnish satisfactory proof of his or her authority to bind his or her company in the contract. Bids must be written with typewriter, ink, or indelible pencil; otherwise they may not be considered. Purchase orders will be issued to the firm name appearing on the bid.

Alternate bids will not be considered unless specifically called for in the bid.

PROTESTED BIDS

The appeal procedure for purchasing decisions is as follows:

A. Right to Protest

An aggrieved bidder may submit a protest in writing to the Director of Purchasing within ten (10) days after he or she knows or should have known the facts giving rise to the protest.

B. Authority to Resolve Protest

The Director of Purchasing shall review all bid protests and communicate his/her decision in writing to the Vice President for Financial and Administrative Affairs. If a protest is not resolved to the satisfaction of the aggrieved bidder, the aggrieved bidder may request an opportunity to meet with the Vice President for Financial and Administrative Affairs to present his or her grievance. Protests shall be submitted to the Vice President for Financial and Administrative Affairs within the (10) days of a written decision of the Director of Purchasing. In consultation with the President, he shall review the appeal. If the Vice President's decision does not resolve the issue, the aggrieved bidder may appeal to the Chancellor. A request for this action must be made in writing within ten (10) days of the date of the decision of the Vice President for Financial and Administrative Affairs. The determination of the Chancellor is final and shall be given in writing and submitted to the protestor.

C. Stay of Procurement During Protest

An aggrieved bidder may request a stay of award prior to award of the contract. Upon notification of a request for a stay to the Director of Purchasing, the proposed acquisition shall not proceed until the protest has been resolved, unless the Chancellor or his/her designee makes a written determination that continuation of the bid process or the award of the contract without delay is necessary to protect substantial interests of the institution based upon recommendation from the Vice President for Financial and Administrative Affairs.

D. The Tennessee Claims Commission has exclusive jurisdiction to determine all monetary claims against the state for the negligent deprivation of statutory or constitutional rights.

TIE BID PROCEDURES

A tie bid exists where two or more bidders offer products that meet all specifications, terms and conditions at identical prices, including cash discount offered. In such case, a tie bid will be broken by the following methods, in descending order of preference:

A. Instate business will be given preference;

- B. Small and minority businesses will be given preference;
- C. Award item(s) to vendor who was low bidder on other item(s) being bid per the same requisition;
- D. By lot or coin toss (properly witnessed and documented).

MULTI-STEP SEALED BIDS

- A. In the invitation to bid, the Director of Purchasing shall provide the bidder with information describing the functional requirements of the system, purpose of the procurement, technical requirements, bidder qualifications, and any other information considered relevant to the goods or services being acquired.
- B. The bidder shall submit a technical offer sufficient in detail to constitute the technical specifications of the purchase.
- C. As specified in the invitation to bid, all technical offers must be received by the institution at the designated time and will be opened in the same manner as a competitive sealed bid. Technical offers shall not be made public until the inspection period following evaluation of the bids submitted with prices.
- D. Acceptability of technical offers shall be determined by an evaluation team appointed by the Vice President for Financial and Administrative Affairs. All technical offers will be evaluated based on the criteria of the invitation to bid and other information learned during the technical evaluation process. All vendors whose technical offers are deemed acceptable will be invited to participate in a confidential discussion of unpriced technical offers. Offers not deemed acceptable will not proceed to the pricing phase.
- E. At the conclusion of the evaluation phase of the multistep sealed bidding process, bidders will be required to submit a bid price clearly defining the cost of their technical offer in accordance with the invitation to bid.
- F. Each contract shall be awarded to the lowest responsible and responsive bidder whose bid meets the requirements and criteria set forth in the invitation to bid.

PURCHASES OF GOODS & SERVICES LESS THAN \$50

If the items to be purchased are in the amount of less than \$50, the following 3 alternatives may be used:

- A. An employee of Jackson State Community College has the authority to purchase goods or services required for use in the performance of his 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.

- B. An employee of Jackson State Community College may purchase goods or services in the amount of \$20 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 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.
- C. An employee of Jackson State Community College may purchase goods or services in the amount over \$20 but less than \$50 on a cash basis. The employee can be reimbursed by the Business Office by completing a Check Requisition (See **ATTACHMENT A**) 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, etc. as required for any other Check Requisition or Requisition for Purchase.

NOTE - All purchases over \$50 must have a Requisition For Purchase entered into the electronic SciQuest Purchasing system. (**ATTACHMENT B is an example of the SciQuest Requisition For Purchase**). The SciQuest Requisition must be approved by all required Approvers in SciQuest (see Section III / Requisition for Purchase for the list of SciQuest Approvers).

RECEIVING REPORTS

When any supplies, equipment, or materials are received by Jackson State Community College, the receiving agent shall make a written certification that the supplies, equipment, or materials were equal in quality and quantity to those requisitioned. Complete records on all receiving reports shall be maintained in order to provide a clear audit trail on the receipt of all purchases.

VENDORS LIST

Jackson State Community College shall maintain a list of vendors which shows the types or classes of materials, supplies, equipment or services which the person, firm or corporation is willing and able to furnish to the institution. The institution may require the person, firm or corporation to submit sufficient information to demonstrate ability to perform any future commitment prior to inclusion on the bidders list. When purchases are requisitioned, the originator of the requisition should provide a list of bidders where applicable. The Director of Purchasing reserves the right to add or delete from this list.

REMOVAL FROM VENDORS LIST

Vendors who fail to respond to a reasonable number of bids or fail to provide adequate goods or services shall be removed from the Vendors List. Reported failure to comply with bids, awards,

and/or orders becomes a part of the bidder's file. If a qualified bidder repeatedly fails to respond to Invitations to Bid, the bidder will be removed from all commodity groups. Examples of failure to comply include but are not limited to:

- Over shipments
- Under shipments
- Early Shipments
- Late Shipments
- Damaged Products
- Defective Products
- Shipments not in Conformance with Specifications
- Unauthorized Substitutions
- Billing Errors
- Service Deficiencies
- Failure to Ship

Other principal causes for temporary or permanent removal from the bid list are:

- Unethical Practices
- Misrepresentation of Merchandise

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.

TERM CONTRACTS AND STATE MANUFACTURED ITEMS

When the Department of General Services (generally termed "State Contract") has executed a term contract for materials, supplies or equipment, all such purchases shall be pursuant to the term contract unless Jackson State Community College can purchase the materials, supplies, or equipment at a price lower than the term contract price. Jackson State Community College is required to purchase items and services from other State agencies, (e.g., Department of Correction, Blind Services), when such items or services are available therefrom and meet the desired conditions and standards.

PURCHASES FROM SMALL, MINORITY AND WOMAN-OWNED BUSINESSES

Jackson State Community College shall actively solicit bids from small, minority-owned and woman-owned businesses in order to obtain a fair proportion of goods and services from such businesses, whenever possible. On an annual basis, information regarding small and minority owned business purchasing will be filed with the Department of General Services, which will consolidate this information into a report to the Legislature.

EMERGENCY PURCHASES

Purchases of specific materials, supplies, equipment or services may be made in the open market for immediate delivery only to meet bona fide emergencies arising from any unforeseen cause. All bona fide emergency purchases must be approved by the Vice President for Financial and

Administrative Affairs, and a written report on the circumstances of any such emergency justifying the purchase shall be prepared and maintained by the institution. All emergency purchases shall, if practicable, be made on the basis of competitive bids.

SPECIAL PURCHASE CATEGORIES

A. Sole Source or Proprietary Purchases for Goods or Services Costing \$10,000 or more

Sole Source or Proprietary purchases for Goods or Services Costing \$10,000 or more may be *allowed pursuant to the following:*

Sole Source Procurement - Sole source purchases are made only when items are unique and possess specific characteristics that can be filled by only one source.

Proprietary Purchase - A proprietary product is one that is manufactured and marketed by a person or persons having the exclusive right to manufacture and sell the product. Marketing is generally controlled by franchises that may include competitive sales at wholesale or retail levels. When it is found that bids may be obtained from different franchises, bid invitations must be issued unless the estimated purchase is less than \$10,000.

Factors to be considered in sole source and proprietary purchases include the following:

1. Whether the vendor possesses exclusive and/or predominant capabilities or the items contain a patented feature providing superior utility not obtainable from similar products.
2. Whether the product or service is unique and easily established as one of a kind.
3. Whether the program requirements can be modified so that competitive products or services may be used.
4. Whether the product is available from only one source and not merchandised through wholesalers, jobbers, and retailers.
5. Whether items must be interchangeable or compatible with items already in-place.
6. Whether the cost of conversion, including but not limited to disruption, retraining, and replacement precludes bidding competitively.
7. 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.
8. Other justifications as approved by the Chancellor.

All properly “authorized” sole source may be procured utilizing noncompetitive negotiation.

Whenever specifications are not worded or designed to enable competitive bidding for Goods or Services costing \$10,000 or more; or if they specify a single brand, the person responsible for the

recommendation shall be required to justify the necessity for the specifications in writing by completing the TBR **Sole Source & Proprietary Purchase Justification Form** (See **ATTACHMENT D**). This purchase request must also be approved by the Vice President for Financial and Administrative Affairs.

B. Purchases for Resale in Auxiliary Enterprises

1. Purchases of items for resale shall be made as follows:
2. 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.
3. 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 the Policy on Minimum Notice and Number of Bids. Appropriate documentation shall be maintained to support the action taken.

C. Purchases for Libraries

Excluding Materials and Supplies Identified for Consumption by the Purchases of materials for additions to a library collection include cost of books, catalogs, periodicals, binding, audiovisual media, and other general publications. These items are capital expenditures. Each institution shall be responsible for developing purchasing policies and procedures for the library. These purchases may be made without formal bids or quotations, and appropriate documentation shall be maintained to support sole source procurement.

D. Acquisition of Computer Systems

Acquisition of computer systems involving the purchase of hardware with the development of application software shall be made in accordance with TBR Guidelines on Acquisition of Data Processing Equipment/Software/Services, and TBR Guidelines on Procedures for Multistep Sealed Bidding.

E. Physical Plant Purchases

Purchases of daily operating commodities for the campus Physical Plant may be made without a formal purchase order by the Director of Physical Plant Operations. These transactions must not exceed \$300 for any single purchase. Any items requested between \$300 and \$10,000 fall into regular purchasing guidelines, and a formal purchase order is required. Individual purchases made by this department are paid for with a Check Request Form, and are subject to the approval of the Vice President for Financial and Administrative Affairs.

CREDIT CARD PURCHASES

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

1. VISA Card – Main Campus
2. VISA Card – Athletics
3. WalMart Card – Main Campus

4. Kroger Card – Main Campus

- B. The Complete Jackson State Credit Card Policy can be found at: J-Web, Work Life, Financial and Administrative Affairs, Purchasing, Credit Card Procedures.

COORDINATION OF PURCHASING FUNCTIONS AMONG SYSTEM INSTITUTIONS & SCHOOLS

In all contracts and other bid processes consideration should be given to wording that would allow member institutions and schools to purchase under the terms and conditions of the bid of the individual institution or school. In appropriate circumstances, consideration should also be given to wording that would allow UT institutions to purchase under the terms and conditions of the bid of a TBR institution. 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.

LIFE-CYCLE COSTS

An institution shall, in a case where the State Board of Standards has adopted a rule requiring lifecycle costs to be used by the Commissioner of the Department of General Services in contracting for major energy consuming products, and may, in a case where a lifecycle cost and/or energy efficiency standard has been developed for a product by the federal government, apply such lifecycle cost and/or energy efficiency standard in the determination of the lowest qualified and responsible bidder.

DISPOSAL OF SURPLUS PERSONAL PROPERTY

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. For further information see JSCC's Inventory and Surplus Property Manual.

PROHIBITED TRANSACTIONS

No personal items shall be purchased through the institution or from funds of the institution for any employee of the institution or any relative of any employee. A request to purchase items that are normally considered personal items (e.g. clothing), but are needed for business purposes, must receive presidential approval. 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 his approval.

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. Whenever any contract is awarded

contrary to the provisions of these policies and procedures, the contract shall be void and of no effect. If the violation was intentional, the employee responsible for the purchase shall be liable for any state funds paid contrary to these policies and procedures.

EXCEPTIONS

Any exceptions to the policies and procedures established herein shall be subject to approval of the Chancellor.

SECTION II
POLICY ON APPROVAL OF CONTACTS & AGREEMENTS

The following policy on approval of agreements will apply to Jackson State Community College as authorized by the Tennessee Board of Regents as an approval process for institutions to enter into Contracts and Agreements with second or third parties:

A. COMPETITIVE NEGOTIATION

A contract may be entered into by competitive negotiation only in cases when the institution is unable to obtain needed goods and/or services by the competitive bid process. The Vice-President of Financial and Administrative Affairs shall prescribe the procedures under which negotiation is to be conducted. These procedures shall provide for the safeguarding of the information and provide fairness to the vendors in the negotiation process. In the event it appears the competitive negotiation process is to be implemented, such an action must be approved by the Vice-President of Financial and Administrative Affairs. Once the negotiations have been concluded, a recommendation shall be made by the negotiating team to the Vice-President of Financial and Administrative Affairs, and he shall approve the results prior to entering into a contract.

B. UTILITY CONTRACTS

The institution shall purchase or contract for all telephone, telegraph, 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 Commissioner deems to be in the best interest of the State of Tennessee. Each such purchase or contract shall be made on a competitive basis, whenever possible, in accordance with the TBR Purchasing Policy, 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 Special Purchase Policy · Sole Source and Proprietary Purchases of the TBR.

C. CONTRACT AND AGREEMENT CONFORMANCE WITH TBR GUIDELINES

1. All agreements and contracts involving or related to the purchase or lease of real property exceeding \$15,000 per year or for more than (5) five years, the purchase or lease of data processing equipment exceeding \$50,000, the purchases related to capital outlay projects, shall be expressly subject to the approval of the Chancellor.
2. No agreement of any nature which requires the expenditure of funds shall extend beyond the end of the fiscal year in which it is entered into unless expressly subject to the condition that the institution shall have the right to terminate the agreement at the end of any fiscal year in the event that sufficient funds are not appropriated by the General Assembly and/or budgeted for continuation of the agreement.

3. No agreement of any nature shall be entered into which:
 - (a) provides the institution shall indemnify or hold harmless any other party;
 - (b) provides that the institution shall pay taxes of any nature;
 - (c) provides for the payment of interest, late charges, or penalties of any nature by the institution; or
 - (d) contains any provision concerning default by the institution, commencement of any legal proceeding, or payment of attorney's fees.
4. All agreements, contracts and subcontracts shall contain all necessary nondiscrimination requirements provided by Federal or State laws and regulations.
5. No contract for purchase of materials, supplies, equipment or services shall be awarded pursuant to these procedures unless funds have been appropriated and are available for the purchase. No contract shall be entered into in addition to the contract resulting from acceptance and issuance of a purchase order except pursuant to TBR Policy on Approval of Agreements.
6. All agreements and contracts not expressly requiring the approval of the Chancellor may become effective upon the approval of the President of an institution subject to the general requirements of this policy. In the event there is any question as to whether an agreement or contract should be submitted for the approval of the Chancellor, the President should direct the inquiry to the Chancellor of the General Counsel. The General Counsel shall provide assistance to the institution in drafting agreements and contracts, and shall recommend to the Chancellor any standard form agreements or contracts for use by the institutions in the System which are deemed necessary or feasible.

Section III:

EXPLANATION OF FORMS

- A. **Check Requisition Form (See ATTACHMENT A)** - The Check Requisition form is to be used to request a check in payment of an obligation that would not normally be purchased through a requisition for purchase and subsequent issuance of a purchase order. This form can be used in the following situations:
 1. To reimburse employees who have made purchases for Jackson State Community College in the amount of \$50 less when accompanied by proof of purchase.
 2. To request the withdrawal of funds being held by Jackson State Community College in an agency account; example of this situation would be the withdrawal of funds by the Jackson State Community College Biology Club.
 3. Transactions involving the United States Postal Service.
 4. Transfer of funds between Jackson State Community College bank accounts.
 5. Other uses as approved by the Vice President for Financial and Administrative Affairs.
- B. **Requisition For Purchase** - A Requisition For Purchase will be entered into the JSCC electronic SciQuest system when an employee desires to purchase goods and services 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 for such goods and services. The electronic SciQuest system will automatically route the Requisition to all designated Approvers for the Fund#s/Org#s listed in the FOAP# of the Requisition. **(ATTACHMENT B is an example of the SciQuest Requisition For Purchase).**

JSCC SciQuest Approvers include:

1. Deans in academic areas
2. Directors in non-academic areas
3. Vice Presidents for some specific Organization #'s
4. Sponsored Program Coordinator for all Grant Fund #'s
5. Curriculum and Adjunct Services Coordinator for the TAF Org#
6. Director of Purchasing - all requisitions.
7. Vice President of Financial and Administrative Affairs for all requisitions of \$3000 and greater
8. President for all requisitions of \$5000 and greater

After all required approvals have been entered, the electronic SciQuest Purchasing system will perform a final Banner budget check and the Purchase Order will be issued.

The purchase of the goods or services desired will be in accordance with the policies and procedures outlined in Section I.

- C. **Purchases from Agency Accounts** - A paper Requisition For Purchase will be issued for purchases made from Agency Accounts. The Requisition For Purchase form is found in the JWEB / Employee Forms/Docs. This Requisition must be signed/approved by appropriate Agency budget manager, the Dept. Dean or Director, and the Vice President of Financial and Administrative Affairs.
- D. **Purchase Order** - After all required approvals have been entered into the Requisition, the electronic SciQuest system will issue the Purchase Order. The SciQuest system will automatically fax or email the Purchase Order to the vendor if the Requisition was originally entered as "**Regular Order / Distribute to vendor**". The Purchase Order will not be distributed to the vendor where the Requisition was entered as: "**P-Card Order**" or "**Standing Order**". (**ATTACHMENT C-1 is an example of the SciQuest Summary Purchase Order; ATTACHMENT C-2 is an example of the Purchase Order that SciQuest distributes to the vendor**).

The Purchase Orders (and corresponding Requisitions for Purchase) are electronically stored in the JSCC SciQuest system. The Requestor that originally entered the Requisition can view the complete Requisition and Purchase Order (including all approvals, added notes, added comments, history, etc.) in the SciQuest system; the Requestor can also print copies of the Requisition and Purchase Order if needed.

Purchase Orders charged to Agency Accounts do not flow through SciQuest. These PO's will be keyed directly into Banner by the Director of Purchasing, and the Purchase Order will be issued on the paper PO form.

- E. **Travel Purchase Orders** - A paper Purchase Order is issued for all approved Travel Authorizations to encumber the funds. A White copy of this "Travel" Purchase Order will be sent to the Traveler.

- F. **Processing Payments of Invoices** - Invoices will be received in the Vice President for Financial and Administrative Affairs office. The invoice is stamped on the date it is received and forwarded to the Accounts Payable Clerk. The Accounts Payable Clerk will determine and direct invoices to appropriate authorized personnel in the department that requisitioned the goods or services shown on the invoice. When the authorized person of the initiating department is satisfied that the goods or services have been received, and meet the specifications requested by the Purchase Order issued for the purchase of said goods and services, the invoice should be approved for payment and returned to the Accounts Payable office. When the invoice is approved and returned to the Accounts Payable office, ~~a copy of the purchase order should accompany the invoice.~~
- G. **Sole Source & Proprietary Purchase Justification Form (See ATTACHMENT D)** - Whenever specifications are not worded or designed to enable competitive bidding for Goods or Services costing \$10,000 or more; or if they specify a single brand, the person responsible for the recommendation shall be required to justify the necessity for the specifications in writing by completing this TBR form. The Vice President for Financial and Administrative Affairs must also approve all Sole Source Purchases.

Section IV

Minimum General Bid Requirements

The following Minimum General Bid Conditions have been developed by the TBR Council of Buyers and approved by the Chancellor.

A. PREPARATION AND SUBMISSION OF BID

1. Failure to examine any drawings, specifications, or instructions will be at the bidder's risk.
2. 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.
3. Discounts other than "Time" or "Cash" offered should be deducted from the unit price.
4. 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. The articles on which the proposals are submitted must be equal or superior to that specified. Informative and Descriptive Literature: Bidders must furnish all information requested in the space provided in the bid form unless otherwise specified by Institution. When applicable, bidders must submit for bid evaluation, cuts, sketches, descriptive literature and technical specifications covering the product(s) offered. References to literature submitted with a previous bid or on file with the Institution will not be sufficient.
5. Samples: Samples of items when called for, must be furnished free of expense, and if not destroyed will, upon request, be returned at the bidder's expense. Requests for the return of samples must be made within ten (10) days of bid opening. Each sample must be labeled with the bidder's name, manufacturer's brand name and number, bid number and item reference.

6. 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.
 7. Transportation and delivery charges should be included in the price and be fully prepaid by the vendor to the destination specified in the bid.
 8. New materials and supplies must be delivered unless otherwise specifically stated in the bid.
 9. Alternate/multiple bids will not be considered unless specifically called for in the bid.
 10. 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. This requirement shall not alter or impact the pricing proposed by the vendor in its bid package.
 11. Brand and Trade names. The bidder must show brand or trade names of the articles bid, when applicable.
 12. Bids must be signed and sealed with the Bid No. on the outside of the envelope.
 13. SIGNATURE ON BIDS. Each bid should give the full name and business address of the bidder. Unsigned bids will be rejected. The person signing the bid must show his title, and if requested by the institution, must furnish satisfactory proof of his or her authority to bind his or her company in contract. Bids must be written with typewriter, ink, or indelible pencil; otherwise they may not be considered. Purchase order will be issued to the firm name appearing on the bid.
 14. 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.
 15. Only bids submitted on bid forms furnished by the Institution will be considered, except that the Institution reserves the right to consider telephone, e-mail or faxed bids for purchase under \$50,000 if received by the deadline and confirmed in writing within five (5) days on Institution forms.
- B. **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. 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.
- C. **INSPECTION.** All bids will be opened and read publicly and are subject to public inspection after the award. Bidders may be present at opening.
- D. **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.
1. 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, and the delivery terms will be taken into consideration.
2. The Institution reserves the right to order up to 10% more or less than the quantity listed in the bid.
 3. 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.
 4. 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.
 5. 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.
- E. **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. Discount periods of less than ____ days will not be considered in the award.
- A. **DEFAULT OF SELECTED VENDOR.** In case of vendor default, the Institution may procure the articles or services from other sources and hold the vendor responsible for any resulting cost.
- B. **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.
- C. **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.
- D. **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 American Disabilities Act of 1990 and the related regulations to each. Each 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.
- E. **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. 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 years from final payment, and these records shall be subject to audit by the State.

- F. **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

- G. **ILLEGAL IMMIGRANTS.** By acceptance of this purchase order, the vendor is attesting that the vendor will not knowingly utilize the services of illegal immigrants and will not knowingly utilize the services of any subcontractor that does so in delivery of the goods/services under this order. If the vendor is discovered to have breached this attestation, the vendor shall be prohibited from supplying goods and services to any TBR institution / state for a period of one (1) year from the date of discovery of the breach. (Rules of Finance and Administration, 0620).
- H. **TENNESSEE SALES AND USE TAX.** Pursuant to the TCA §12-4-120, before the Purchase Order and/or Contract resulting from this bid is issued, the apparent successful Proposer must be registered with the TN 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 or provided proof that the TN Dept. of Revenue has determined that the Proposer is exempt from such registration. The foregoing is a mandatory requirement of an award of a contract pursuant to this solicitation.

Section V

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 institutions and schools.

B. General Standards of Ethical Conduct

1. Any attempt to realize personal gain through public employment, inconsistent with the responsible discharge of that public employment, is a breach of public trust.
2. Employees shall base all purchases on the principles of competitive bidding consistent with policies of the Board and the institution or school.
3. Employees shall grant all competitive bidders equal consideration, regard each transaction on its own merits, and foster and promote fair, ethical and legal trade practices.
4. Employees shall avoid misrepresentation and sharp practices, 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.
5. Employees shall be receptive to competent counsel from colleagues, and be willing to submit any major controversy through the appropriate appeals processes.
6. Employees shall accord prompt and courteous reception, insofar as conditions permit, to all who call on legitimate business missions.

7. Employees shall not use without consent the original designs developed by a vendor for competitive purposes.

C. Conflict of Interest

It shall be a breach of ethical standards for any employee, in the performance of his or her 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 purchase, contract, or subcontract, and any solicitation or proposal thereof, in which to his or her knowledge:

1. He or she or any member of his or her immediate family has a substantial financial interest; or
2. A business or organization in which he or she or any member of his or her immediate family has a substantial financial interest as an officer, director, trustee, partner of employee, is a party; or
3. Any other person, business, or organization with whom he or she or a member of his or her immediate family is negotiating or has an arrangement concerning prospective employment is a party.

The determination of whether a substantial financial interest exists shall be based upon the criteria identified in TB R Policy No. 1:02:03: 10, Conflict of Interest, Item 4 (B) 1-3. Direct or indirect participation shall include, but not be limited to, involvement through decision, approval, disapproval, recommendation, preparation of any part of a purchase request, influencing the content of any specifications 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 who is involved in purchasing 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.

Section VI

Tennessee Colleges of Applied Technology

Jackson State Community College is the Lead Institution for the following Tennessee Colleges of Applied Technology (TCAT):

TENNESSEE COLLEGE OF APPLIED TECHNOLOGY @ COVINGTON
TENNESSEE COLLEGE OF APPLIED TECHNOLOGY @ CRUMP
TENNESSEE COLLEGE OF APPLIED TECHNOLOGY @ JACKSON
TENNESSEE COLLEGE OF APPLIED TECHNOLOGY @ MCKENZIE
TENNESSEE COLLEGE OF APPLIED TECHNOLOGY @ NEWBERN
TENNESSEE COLLEGE OF APPLIED TECHNOLOGY @ PARIS
TENNESSEE COLLEGE OF APPLIED TECHNOLOGY @ RIPLEY
TENNESSEE COLLEGE OF APPLIED TECHNOLOGY @ WHITEVILLE

In accordance with the Tennessee Board of Regents policy 4:02: 10:00, and the purchasing agreement with Jackson State Community College, each Tennessee Colleges of Applied Technology establishes its own purchasing procedures. These procedures may vary from TCAT to TCAT, but the general purchasing policy is taken from this manual.

Each TCAT is responsible for commodities purchasing under the \$50,000 limit. All items exceeding this amount are purchased by the Director of Purchasing at the Lead Institution. TCAT's are responsible for bidding items when the dollar amounts require it and are audited at their individual site on these items.

The Lead Institution works as closely with the TCAT's as necessary to ensure that correct procedures are followed and that a clean and easily followed audit trail is maintained.

Section VII

Quarterly Purchasing Reports

The following three (3) reports will be prepared and transmitted to the TBR Purchasing Office on a quarterly basis:

- (A) **Contracts Report** - Report Contracts for Services of \$5000 or more (for Jackson State Community College).
- (B) **Diversity Report** - Report all Services acquired via a Request For Proposal (for Jackson State Community College & the 8 Tennessee Colleges of Applied Technology).
- (C) **Small/Minority/Women-Owned Business Report** – Report all Solicitations, Responses, Awards to Small, Minority, Women Owned and Disabled Veteran Owned Businesses (for Jackson State Community College & the 8 Tennessee Colleges of Applied Technology).

**JACKSON STATE COMMUNITY COLLEGE
CHECK REQUISITION**

ACCT TITLE _____

[illegible]

VICE PRESIDENT/Financial & Administrative Affairs

Summary - Requisition 47183409

Page 1 of 2

ATTACHMENT B**Summary - Requisition 47183409**

General		Shipping	Billing
Status	✓ Completed (2/4/2014 6:42 AM)	Ship To Attn: Dart Hemrick RM: 133B BLG: Administration 2046 North Parkway Jackson, TN 38301 United States	Bill To Accounts Payable Jackson State Community College 2046 North Parkway Jackson, TN 38301 United States
Submitted	2/1/2014 10:22 AM		
Cart Name	2014-02-01 dhemrick 01		
Description			
Prepared by	Dart Hemrick		
Purchase Order	P0034032		Billing Options Accounting Date 2/1/2014
PO Clauses	no clause		
PO Type	Regular Order Regular Order Distribute to Vendor		

Accounting Codes				
Chart	Fund	Organization	Account	Program
J Jackson State Community College	110001 Undesignated E and G	403010 Purchasing	74500 Office Supplies	450 Institutional Support

Internal Notes and Attachments		External Notes and Attachments	
Internal Note	Office Supplies for Purchasing.	Note to all Suppliers	no note
Internal Attachments		Attachments for all suppliers	

Supplier / Line Item Details**Staples**

Contract TBR_102
PO Number P0034032
PO Clauses
no clause

Product Description	Catalog No	Size / Packaging	Unit Price	Quantity	Ext. Price
1 ✓ Cardinal SuperLife EasyOpen Locking Slant-D Ring Binder, Black, 775-Sheet Capacity, 4" (Ring Diameter)	515284	EA	21.26 USD	2 EA	42.52 USD
Manufacturer Name Cardinal	Requested Delivery Date	Internal Note no note			
Manufacturer Part 14042	Commodity Code 615	Internal Attachments			
Supplier Part Auxiliary ID	Office Supplies, General	External Note no note			
2 ✓ Staples Gummed Clasp Envelopes, 9"W x 12"H, 187021 Brown Kraft, 100/Bx	187021	BX	5.51 USD	1 BX	5.51 USD
Manufacturer Name STAPLES	Requested Delivery Date	Internal Note no note			
Manufacturer Part 187021/19270		Internal Attachments			
Number		External Note no note			

<https://solutions.sciquest.com/apps/Router/ReqSummaryPrinterFriendly?ReqId=47183409...> 2/22/2014

Summary - Requisition 47183409

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ATTACHMENT B

Supplier Part Auxiliary ID	187021	Commodity Code	615 Office Supplies, General					
3	✓ Staples Copy Paper, LETTER-Size, 92/104 US/Euro Brightness, 20 lb., 8 1/2" x 11", 5,000 Sheets/Ct ↕		135848	CT	34.06 USD	1 CT	34.06 USD	
Manufacturer Name	STAPLES	Requested Delivery Date		Internal Note	no note			
Manufacturer Part Number	STP135848	Commodity Code	645	Internal Attachments				
Supplier Part Auxiliary ID	135848		Paper for Office and Print Shop Use	External Note	no note			
4	✓ Post-it Printed Arrow Flags, "Initial Here", Blue/Black, 1" x 1 3/4", 100/Pk ↕		605113	PK	5.23 USD	1 PK	5.23 USD	
Manufacturer Name	3M Corporation	Requested Delivery Date		Internal Note	no note			
Manufacturer Part Number	MMM680IH2	Commodity Code	080	Internal Attachments				
Supplier Part Auxiliary ID			Awards, Badges, Recognitions, Plaques	External Note	no note			
5	✓ Staples 2014 Full Line Catalog ↕		279102	EA	0.00 USD	1 EA	0.00 USD	
Manufacturer Name	STAPLES	Requested Delivery Date		Internal Note	no note			
Manufacturer Part Number	279102	Commodity Code	080	Internal Attachments				
Supplier Part Auxiliary ID			Awards, Badges, Recognitions, Plaques	External Note	no note			
					Supplier subtotal	87.32		
					Shipping	0.00		
					Handling	0.00		
					Supplier total	87.32USD		
Shipping, Handling, and Tax charges are calculated and charged by each supplier. The values shown here are for estimation purposes, budget checking, and workflow approvals.					Subtotal	87.32		
					Shipping	0.00		
					Handling	0.00		
					Total	87.32 USD		

Summary - PO P0034032

Page 1 of 3

ATTACHMENT C-1**Summary - PO P0034032**

PO/Reference No. P0034032

Supplier Staples

General Information

PO/Reference No. **P0034032**
 Revision No. 0
 Priority Normal
 Supplier Name Staples
 Address 3040 Route 50 North
 N Saratoga Springs,
 NY 12866 US
 Supplier Fax No. +1 (877) 609-7770
 Purchase Order Date 2/4/2014
 Total 87.32 USD
 Requisition Number 47183409
 A/P status Open
 PO Type Regular Order
 Regular Order
 Distribute to Vendor

Shipping Information

Ship To
 Attn: Dart Hemrick
 RM: 133B
 BLG: Administration
 2046 North Parkway
 Jackson, TN 38301
 United States
 ShipTo Address JSCC
 Code

Billing/Payment

Bill To
 Accounts Payable
 Jackson State Community College
 2046 North Parkway
 Jackson, TN 38301
 United States
 BillTo Address JSCCAP
 Code

Delivery Options

Expedite **X**
 Ship Via Best Carrier-Best
 Way

Billing Options

Accounting Date 2/1/2014
 Payment Terms
 F.O.B. N/A

End User Information

Owner Name Dart Hemrick
 Owner Phone +1 (731) 425-2636
 Owner Email dhemrick@jssc.edu

Internal Information

Internal Attachments

Internal Note Office Supplies for
 Purchasing.

Distribution Information**Distribution Methods**

The system will distribute purchase orders using the method(s)
 indicated below:

Distribution Options

Supplier Terms and
 Conditions

Supplier Information**Supplier Information**

Quote number
 Note to Supplier *no note*
 Attachments for supplier
 PO Clauses
no clause

Accounting Codes

Fund	Organization	Account	Program	Activity	Location
110001 Undesignated E and G	403010 Purchasing	74500 Office Supplies	450 Institutional Support	<i>no value</i>	<i>no value</i>

Line Item Details

Product Description	Catalog No	Size / Packaging	Unit Price	Quantity	Ext. Price
1 ✓ Cardinal SuperLife EasyOpen Locking Slant-D Ring Binder, Black, 775-Sheet Capacity, 4" (Ring Diameter) ↗	515284	EA	21.26 USD	2 EA	42.52 USD

Contract: TBR_102

<https://solutions.sciquest.com/apps/Router/POSummaryPrinterFriendly?poId=35741307&t...> 2/22/2014

Summary - PO P0034032

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ATTACHMENT C-1

Manufacturer Name	Cardinal	Requested Delivery Date		Requisition Number	47183409
Manufacturer Part Number	14042	Commodity Code	615 Office Supplies, General	External Note	no note
Supplier Part Auxiliary ID		PO Clauses		Attachments for supplier	
		no clause		Internal Attachments	
				Internal Note	no note
2 ✓ Staples Gummed Clasp Envelopes, 9"W x 12"H, 187021 Brown Kraft, 100/Bx ↕					
Manufacturer Name	STAPLES	Requested Delivery Date		Contract: TBR_102	
Manufacturer Part Number	187021/19270	Commodity Code	615 Office Supplies, General	Requisition Number	47183409
Supplier Part Auxiliary ID	187021	PO Clauses		External Note	no note
		no clause		Attachments for supplier	
				Internal Attachments	
				Internal Note	no note
3 ✓ Staples Copy Paper, LETTER-Size, 92/104 US/Euro Brightness, 20 lb., 8 1/2" x 11", 5,000 Sheets/Ct ↕					
Manufacturer Name	STAPLES	Requested Delivery Date		Contract: TBR_102	
Manufacturer Part Number	STP135848	Commodity Code	645 Paper for Office and Print Shop Use	Requisition Number	47183409
Supplier Part Auxiliary ID	135848	PO Clauses		External Note	no note
		no clause		Attachments for supplier	
				Internal Attachments	
				Internal Note	no note
4 ✓ Post-it Printed Arrow Flags, "Initial Here", Blue/Black, 1" x 1 3/4", 100/Pk ↕					
Manufacturer Name	3M Corporation	Requested Delivery Date		Contract: TBR_102	
Manufacturer Part Number	MMM680IH2	Commodity Code	080 Awards, Badges, Recognitions, Plaques	Requisition Number	47183409
Supplier Part Auxiliary ID		PO Clauses		External Note	no note
		no clause		Attachments for supplier	
				Internal Attachments	
				Internal Note	no note
5 ✓ Staples 2014 Full Line Catalog ↕					
Manufacturer Name	STAPLES	Requested Delivery Date		Contract: TBR_102	
Manufacturer Part Number	279102	Commodity Code	080 Awards, Badges, Recognitions, Plaques	Requisition Number	47183409
Supplier Part Auxiliary ID		PO Clauses		External Note	no note
		no clause		Attachments for supplier	
				Internal Attachments	
				Internal Note	no note

Shipping, Handling, and Tax charges are calculated and charged by each supplier. The values shown here are for estimation purposes, budget checking, and workflow approvals.

Subtotal	87.32
Shipping	0.00
Handling	0.00

<https://solutions.sciquest.com/apps/Router/POSummaryPrinterFriendly?poId=35741307&t...> 2/22/2014

Summary - PO P0034032

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ATTACHMENT C-1

Total

87.32 USD

Fax

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ATTACHMENT C-2



Jackson State Community College

2046 North Parkway
Jackson, TN 38301

Purchase Order		
Purchase Order Date	PO/Reference No.	Revision No.
Feb 4, 2014	P0034032	0
Buyer Information		
Contact	Jackson State Community College Purchasing Department	
Email	dhemrick@jscc.edu	
Phone	+731 (425) 2636	
PO Type	Regular Order	

Order acceptance instructions:

Please supply the following items or services in accordance with terms of your quotation to JACKSON STATE COMMUNITY COLLEGE, Jackson, Tennessee. ALL DELIVERY CHARGES ARE TO BE PREPAID AND INCLUDED IN THE PRICES SHOWN UNLESS OTHERWISE INDICATED BELOW. Cash discounts, when authorized, will be computed from the date of delivery or from the date correct invoices are received, whichever is later.

Supplier Information		Delivery Information	
Supplier Name	Staples	Delivery Address	
There are no clauses associated with this Purchase Order.		JacksonState	
Address	3040 Route 50 North N Saratoga Springs, NY 12866 US	Attn:	Dart Hemrick
Fax	+1 (877) 609-7770	2046 North Parkway Jackson, TN 38301	
		Delivery Information	
		Requested Delivery Date	
		Expedite	No
		Ship Via	Best Carrier-Best Way

Shipping Instructions	
Supplier Terms and Conditions	

Line No.	Product Description	Catalog No.	Size / Packaging	Unit Price	Quantity	Ext. Price
1 of 5	Cardinal SuperLife EasyOpen Locking Slant-D Ring Binder, Black, 775-Sheet Capacity, 4" (Ring Diameter)	515284	EA	21.26 USD	2 EA	42.52 USD
	Supplier Part Auxiliary ID					
	Commodity Code	615 Office Supplies, General				
	PO Clauses		Refer below			
2 of 5	Staples Gummed Clasp Envelopes, 9"W x 12"H, Brown Kraft, 100/Bx	187021	BX	5.51 USD	1 BX	5.51 USD
	Supplier Part Auxiliary ID		187021			
	Commodity Code	615 Office Supplies, General				
	PO Clauses		Refer below			
3 of 5	Staples Copy Paper, LETTER-Size, 92/104 US/Euro Brightness, 20 lb., 8 1/2" x 11", 5,000 Sheets/Ct	135848	CT	34.06 USD	1 CT	34.06 USD
	Supplier Part Auxiliary ID		135848			


<https://solutions.sciquest.com/apps/Router/POFax?poId=35741307&tmstmp=1393089293...> 2/22/2014

Fax

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ATTACHMENT C-2

4 of 5	Commodity Code	645 Paper for Office and Print Shop Use				
	PO Clauses	Refer below				
	Post-it Printed Arrow Flags, "Initial Here", Blue/Black, 1" x 1 3/4", 100/Pk	605113	PK	5.23 USD	1 PK	5.23 USD
	Supplier Part Auxiliary ID					
	Commodity Code	080 Awards, Badges, Recognitions, Plaques				
5 of 5	PO Clauses	Refer below				
	Staples 2014 Full Line Catalog	279102	EA	0.00 USD	1 EA	0.00 USD
	Supplier Part Auxiliary ID					
	Commodity Code	080 Awards, Badges, Recognitions, Plaques				
	PO Clauses	Refer below				
Total						87.32 USD

Billing Information	Billing Address
Charge to PO Listed Above	JacksonState Accounts Payable Jackson State Community College 2046 North Parkway Jackson, TN 38301
	Approval Signature 

ATTACHMENT D**INSTITUTION NAME****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 used 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 Section XV(B) of TBR Policy No. 4:02:10:00):

(Signature of person completing form)

Date

(TBR 10/05)