

STATE OF TENNESSEE
PROCUREMENT COMMISSION
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- AGENDA -

PROCUREMENT COMMISSION MEETING #035
THURSDAY, November 14, 2019, 2:00 p.m.
TN TOWER, 3RD FLOOR, NASHVILLE ROOM

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IV. New Business:	
Proposed changes to the following Central Procurement Office documents (see attached documentation):	
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• Discussion: Tennessee Procurement Commission Bylaws and Rules of Procedure, consideration of addition for conflict of interest statement	--
• Consent to Cancel December 19, 2019 Procurement Commission Meeting - next meeting would be January 16, 2020	--
VII. Adjournment	--

**MINUTES OF JULY 18, 2019
MEETING**

MINUTES
PROCUREMENT COMMISSION MEETING #034
THURSDAY, JULY 18, 2019, 2:00 p.m.
TN TOWER, 3RD FLOOR, NASHVILLE ROOM

Members in Attendance:

Justin P. Wilson, Comptroller of the Treasury; Christi W. Branscom, Commissioner, Department of General Services; Mike Perry, Chief Procurement Office; Stuart McWhorter, Commissioner, Department of Finance and Administration

Others in Attendance:

Buddy Lea, Christy Allen, Bryan Chriske, Toni Stewart, John Bissell, Paul Krivacka, Jenny Young, Randy Dean, Don Ivancic, Nick Fielder, Brittany McKnight, Laura Hartsfield, Kevin Wieck, Davis Nwankwo

I. Call to Order:

Commissioner Branscom called the meeting to order and recognized that a quorum of Procurement Commission ("Commission") members was present.

IV. Minutes from the April 1, 2019 Meeting:

Commissioner Branscom presented the April 1, 2019, minutes for approval. Comptroller Wilson stated his office had reviewed minutes and moved adoption of the April 1, 2019 Procurement Commission meeting minutes as presented. Commissioner McWhorter seconded the motion; whereupon the minutes were approved.

V. Consent Agenda Items.

Commissioner Branscom presented the Consent Agenda items (1) through (5) for approval. Mr. Paul Krivacka, Lead Attorney/Director of Category Management, Central Procurement Office stated he was available for any questions.

Commissioner Branscom asked if there were any comments or questions on any of the items on the consent agenda. Seeing none, Comptroller Wilson made a motion to approve Consent Agenda items (1) through (5). Commissioner McWhorter seconded the motion; whereupon Consent Agenda items (1) through (5) were approved.

VI. New Business:

Mr. Krivacka presented the following New Business agenda items:

Mr. Krivacka noted that there were (5) New Business items, some of which could be taken together. He stated that items (4) and (5) were similar and he asked to take those items together.

Mr. Krivacka proceeded to present agenda item (1):

(1) Global – eForms instruction change

Mr. Krivacka summarized the following points with regard to the Global – eForms instruction change proposal:

- The CPO has been working with Edison to automate the formal request approval process from a manual process to one performed within Edison.
- While a few individual request items have been previously approved with revised instructional text to submit the e-Forms into Edison for approval, this proposal will globally apply revised instructions to all e-Forms once the Edison functionality is available.

Seeing no discussion on agenda item (1), Comptroller Wilson, made a motion to approve the Global – eForms instruction change as presented. The motion was seconded by Commissioner McWhorter. All members voted in favor – none opposed.

Mr. Krivacka proceeded to present agenda item (2):

(2) Limitation of Contractor’s Liability

Mr. Krivacka summarized the following point with regard to the Limitation of Contractor’s Liability proposal:

- Adds the following clarification (requested by the Advisory Council vendor community representative):

“For clarity, except as otherwise expressly set forth in this Section, Contractor’s indemnification obligations and other remedies available under this Contract are subject to the limitations on liability set forth in this Section.”

Seeing no discussion, Comptroller Wilson made a motion to approve the Limitation of Contractor’s Liability as presented. The motion was seconded by Commissioner Branscom. All members voted in favor – none opposed.

Mr. Krivacka then proceeded to present agenda item (3):

(3) E.#. Intellectual Property Indemnity

Mr. Krivacka summarized the following points with regards to the E.#. Intellectual Property Indemnity proposal:

- This proposal will add a new option for IP Indemnity that adds two additional paragraphs to the standard IP Indemnity. This, or something substantially similar, is often requested by the vendor community during negotiations and adoption of this proposal will obviate the need for an approved rule exception request.
- This proposal has been reviewed by the Legal Team staff attorney who specializes in IP issues.

Seeing no discussion on agenda item (3) Commissioner McWhorter made a motion to approve the E.#. Intellectual Property Indemnity as presented. The motion was seconded by Comptroller Wilson. All members voted in favor – none opposed.

Mr. Krivacka stated that agenda items (4) and (5) are related and ask that these items be taken together. Commissioner Branscom asked Mr. Krivacka to proceed to agenda items (4) through (5):

Mr. Krivacka then proceeded to present agenda items (4) and (5):

- (4) RFP Template – Negotiations
- (5) *Procurement Procedures Manual* section 5.12. Negotiation

Mr. Krivacka presented the following points with regard to the RFP Template – Negotiations and Procurement Procedures Manual section 5.12. Negotiation proposal:

- Item 4 revises the RFP Template to provide clarity to potential respondents that negotiations may include terms and conditions or pricing negotiations.
- This proposal will also change certain terminology from “redlines” to “terms and conditions negotiations” to make clear that negotiations may include terms and conditions.
- Item 5 is a minor clean-up to the Manual to remove the distinction between procurements that involve a solicitation coordinator or both a solicitation coordinator and an evaluation committee.
- In either type of procurement. the Solicitation Coordinator will be the contact person to coordinate negotiations between a respondent -- so the distinction is not needed.

Comptroller Wilson stated that as he understands this will make it clearer that if you have negotiations, this puts everything on the table. Mr. Krivacka confirmed. Comptroller Wilson requested confirmation that if there are any rule exception requests that those requests would go through the normal rule exception process. Mr. Krivacka affirmed.

Seeing no further discussion on agenda items (4) and (5), Comptroller Wilson made a motion to approve RFP Template – Negotiations and Procurement Procedures Manual section 5.12. Negotiation as presented. The motion was seconded by Commissioner McWhorter. All members voted in favor – none opposed.

IV. Reports:

Mr. Krivacka presented the following standard reports for acknowledgement and for informational purposes:

- 1) Certification Related Items
- 2) Limitation of Liability
- 3) Memorandum of Understanding (MOU)
- 4) Correction of Errors

Mr. Krivacka stated that there are 4 standard reports presented in the agenda packet. Certification Related Items involve goods and services that have been recertified. The Limitation of Liability Report involves instances where the limitation of liability language has been modified. The Memorandum of Understanding Report involves situations where the State has utilized the Memorandum of Understanding process on contracts to add lines, change lines, or modify goods or services in accordance with the terms of the contract. Finally, the Correction of Errors report involves a change to the URL in CPO policies. Commissioner Branscom stated that the reports would be accepted.

V. Other Business:

Consent to Cancel the August 15, 2019 Procurement Commission Meeting:

Comptroller Wilson, Commissioner Branscom and Commissioner McWhorter gave their verbal consent to cancel the August 15, 2019 Procurement Commission meeting. This means that the next meeting will be September 19, 2019.

VI. Adjournment:

Seeing no other business, a motion for adjournment was made by Commissioner Branscom and seconded by Comptroller Wilson. All members voted in favor – none opposed; whereupon the July 18, 2019 Procurement Commission meeting was adjourned.

**INTERAGENCY AGREEMENT (“IA”)
MODEL AND INTERAGENCY
AGREEMENT – GRANT MODEL
INSTRUCTIONS**

REQUEST: Revise the Interagency Agreement (IA) and Interagency Agreement – Grant Models as follows:

INTERAGENCY AGREEMENT (IA) MODEL

This model provides the format and content for drafting an interagency agreement between (1) two Tennessee state agencies, neither of which has the separate legal capacity to contract or sue and be sued; or (2) a Tennessee state agency and a campus or institute of the University of Tennessee (UT) system, an institution governed by the Tennessee Board of Regents (“TBR”), or a State University or Locally Governed Institution (“LGI”). For a listing of all UT campuses and institutes, please consult <https://tennessee.edu/>. For a listing of all TBR institutions, please consult <https://www.tbr.edu/institutions/our-institutions>. State Universities or LGIs include the University of Memphis, Tennessee Technological University, Austin Peay State University, East Tennessee State University, Tennessee State University, and Middle Tennessee State University. The use of this model is optional and serves as a guide. This model should NOT be used where the funding source is a grant. Questions regarding whether this model should be used should be directed to the Central Procurement Office. Please also refer to Department of Finance and Administration – Policy 18 “Interunit Journals” for additional information, as applicable.

INTERAGENCY AGREEMENT – GRANT MODEL

This model provides the format and content for drafting a cost-reimbursement grant agreement between (1) two Tennessee state agencies, neither of which has the separate legal capacity to contract or sue and be sued; or (2) a Tennessee state agency and a campus or institute of the University of Tennessee (“UT”) system, an institution governed by the Tennessee Board of Regents (“TBR”), or a State University or Locally Governed Institution (“LGI”). For a listing of all UT campuses and institutes, please consult <https://tennessee.edu/>. For a listing of all TBR institutions that can use this model please consult <https://www.tbr.edu/institutions/our-institutions>. State Universities or LGIs include the University of Memphis, Tennessee Technological University, Austin Peay State University, East Tennessee State University, Tennessee State University, and Middle Tennessee State University. All agreements must comply with the requirements of the Central Procurement Office’s Grant and Subrecipient Monitoring Policy (Policy Number 2013-007) and the U.S. OMB’s Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, as applicable. Please refer to Department of Finance and Administration – Policy 18 “Interunit Journals” for additional information, as applicable.

INSURANCE OPTIONS INSTRUCTIONS

REQUEST: Revise the Insurance Options instructions in the FA Template, No Cost Template, and Grant Contract (“GR”) templates as follows:

FA Template:

Insurance Options

Commercial General Liability, Workers’ Compensation and Employer Liability Insurance, and Automobile Liability Insurance are included as Mandatory Terms and Conditions. An approved Rule Exception Request (Risk) is required for any deviations from insurance requirements, including any request to remove the Commercial General Liability and Workers’ Compensation and Employer Liability insurance types. Automobile Insurance may be removed without an approved Rule Exception Request if vehicles will not be used to perform the Scope.

Certain situations call for adjusting the coverage requirements to provide adequate protection to the State. If the procurement involves activities that present either a higher risk (e.g., heavy machinery, frequent use of automobiles, medical industry, etc.) or a unique risk (e.g., internet-based services, employee-committed crime, etc.), please consult with the CPO Risk Manager to determine if a deviation from the default coverage requirements is appropriate. Enter any revised coverage amounts as “**written amount** Dollars (\$**NUMBER AMOUNT**)” and obtain an approved Rule Exception Request (Risk). If additional insurance coverage is appropriate, add as new subsections and number accordingly.

Option 3: Low Risk Insurance for Independent Contractors

Certain situations may arise where the Contract is with an Independent Contractor or otherwise presents a low risk procurement where standard Template Insurance requirements may not be appropriate but where best practices would still dictate some level of insurance verification. This option, if approved by CPO, replaces the D.32. Insurance provision in its entirety. An approved Rule Exception Request (Risk) is required to use this option. Please consult the CPO Risk Manager if you have any questions.

NO COST (NC):

Insurance Options

Commercial General Liability, Workers’ Compensation and Employer Liability Insurance, and Automobile Liability Insurance are included as Mandatory Terms and Conditions. An approved Rule Exception Request (Risk) is required for any deviations from insurance requirements, including any request to remove the Commercial General Liability and Workers’ Compensation and Employer Liability insurance types. Automobile Insurance may be removed without an approved Rule Exception Request if vehicles will not be used to perform the Scope.

Certain situations call for adjusting the coverage requirements to provide adequate protection to the State. If the procurement involves activities that present either a higher risk (e.g., heavy machinery, frequent use of automobiles, medical industry, etc.) or a unique risk (e.g., internet-based services, employee-committed crime, etc.), please consult with the CPO Risk Manager to determine if a deviation from the default coverage requirements is appropriate. Enter any revised coverage amounts as “**written amount** Dollars (\$**NUMBER AMOUNT**)” and obtain an approved Rule Exception Request (Risk). If additional insurance coverage is appropriate, add as new subsections and number accordingly.

Option 1: Workers’ Compensation and Employer Liability Insurance – Low Risk Option

Consider the risk of each contract (value, type of services or work provided). Option 1 should only be used where the risk of the Contractor Employee injury is low. An approved Rule Exception Request (Risk) is required to use this option. Please consult the CPO Risk Manager if you have any questions.

Option 3: Low Risk Insurance for Independent Contractors

Certain situations may arise where the Contract is with an Independent Contractor or otherwise presents a low risk procurement where standard Template Insurance requirements may not be appropriate but where best practices would still dictate some level of insurance verification. This option, if approved by CPO, replaces the D.32. Insurance provision in its entirety. An approved Rule Exception Request (Risk) is required to use this option. Please consult the CPO Risk Manager if you have any questions.

GRANT TEMPLATE:

Option 6: Low Risk Insurance for Independent Contractor Grantees

Certain situations may arise where the Contract is with an Independent Contractor Grantee or otherwise presents a low risk procurement where standard Template Insurance requirements may not be appropriate but where best practices would still dictate some level of insurance verification. This option, if approved by CPO, replaces Section E.#. Insurance in its entirety, up to Option 2. An approved Rule Exception Request (Risk) is required to use this option. Please consult the CPO Risk Manager if you have any questions.

**NO COST (“NC”) AND REVENUE (“RV”)
SUMMARY COVER SHEET**

REQUEST: Revise the No Cost and Revenue contract summary cover sheets as follows:

			
<h2>NO COST CONTRACT</h2> <p>(no cost contract, involving no monetary obligation between the parties, with an individual, business, non-profit, or government entity of another state or country)</p>			
Begin Date	End Date	Agency Tracking #	Edison ID
		-	
Contractor Legal Entity Name			Edison Vendor ID (optional)
Service Caption			
Ownership/Control <input type="checkbox"/> Minority Business Enterprise (MBE): <input type="checkbox"/> African American <input type="checkbox"/> Asian American <input type="checkbox"/> Hispanic American <input type="checkbox"/> Native American <input type="checkbox"/> Woman Business Enterprise (WBE) <input type="checkbox"/> Service-Disabled Veteran Enterprise (SDVBE) <input type="checkbox"/> Disabled Owned Businesses (DSBE) <input type="checkbox"/> Small Business Enterprise (SBE): \$10,000,000.00 averaged over a three (3) year period or employs no more than ninety-nine (99) employees. <input type="checkbox"/> Government <input type="checkbox"/> Non-Minority/Disadvantaged <input type="checkbox"/> Other:			
Selection Method & Process Summary (mark the correct response to confirm the associated summary)			
<input type="checkbox"/> Competitive Award	Describe the competitive award process used. Include Solicitation Number, if applicable:		
<input type="checkbox"/> Other	Describe the non-competitive award process used and submit a Special Contract Request with the applicable method described, in addition to selecting the No Cost contract type.		
<i>CPO USE - NC</i>			



REVENUE CONTRACT

(state revenue contract with an individual, business, non-profit, or government entity of another state or country and from which the state receives monetary compensation)

Begin Date	End Date	Agency Tracking #	Edison ID
		-	
Procuring Party Legal Entity Name		Procuring Party Registration ID	
Service Caption			
Ownership/Control			
<input type="checkbox"/> Minority Business Enterprise (MBE):			
<input type="checkbox"/> African American <input type="checkbox"/> Asian American <input type="checkbox"/> Hispanic American <input type="checkbox"/> Native American			
<input type="checkbox"/> Woman Business Enterprise (WBE)			
<input type="checkbox"/> Service-Disabled Veteran Enterprise (SDVBE)			
<input type="checkbox"/> Disabled Owned Businesses (DSBE)			
<input type="checkbox"/> Small Business Enterprise (SBE): \$10,000,000.00 averaged over a three (3) year period or employs no more than ninety-nine (99) employees.			
<input type="checkbox"/> Government <input type="checkbox"/> Non-Minority/Disadvantaged <input type="checkbox"/> Other:			
Selection Method & Process Summary (mark the correct response to confirm the associated summary)			
<input type="checkbox"/> Competitive Award	Describe the competitive award process used. Include Solicitation Number, if applicable:		
<input type="checkbox"/> Other	Describe the non-competitive award process used and submit a Special Contract Request with the applicable method described, in addition to selecting the Revenue contract type.		
<i>CPO USE - RV</i>			

**GU MODEL E.#. ANNUAL REPORT AND
AUDIT**

REQUEST: Revise the Annual Report and Audit term in the GU Model as follows:

Annual Report and Audit

 | This provision is rarely appropriate in a fee-for-service contract.

Add the following **ONLY** if the contractor is a *subrecipient* (refer to Policy Number 2013-007 Grant Management and Subrecipient Monitoring Policy and Procedures).

<p>E.#. <u>Annual Report and Audit.</u> The Contractor shall prepare and submit, within nine (9) months after the close of the reporting period, an annual report of its activities funded under this Contract to the commissioner or head of the contracting agency, the Tennessee Comptroller of the Treasury, and the Commissioner of Finance and Administration. The annual report for any Contractor that receives seven hundred fifty thousand dollars (\$750,000) or more in aggregate federal and state funding for all its programs shall include audited financial statements. All books of account and financial records shall be subject to annual audit by the Tennessee Comptroller of the Treasury or the Comptroller's duly appointed representative. When an audit is required, the Contractor may, with the prior approval of the Comptroller, engage a licensed independent public accountant to perform the audit. The audit contract between the Contractor and the licensed independent public accountant shall be on a contract form prescribed by the Tennessee Comptroller of the Treasury. Any such audit shall be performed in accordance with generally accepted government auditing standards, the provisions of OMB Circular A-133 Subpart F, if applicable, and the <i>Audit Manual for Governmental Units and Recipients of Grant Funds</i> published by the Tennessee Comptroller of the Treasury. The Contractor shall be responsible for reimbursement of the cost of the audit prepared by the Tennessee Comptroller of the Treasury, and payment of fees for the audit prepared by the licensed independent public accountant. Payment of the audit fees of the licensed independent public accountant by the Contractor shall be subject to the provisions relating to such fees contained in the prescribed contract form noted above. Copies of such audits shall be provided to the designated cognizant state agency, the State Contracting Department, the Tennessee Comptroller of the Treasury, and the Department of Finance and Administration and shall be made available to the public.</p>

**RULE EXCEPTION REQUEST –
ADVANCE PAYMENTS**

Rule Exception Request – Advance Payments

Advance Payments prior to receipt of goods or performance of services are generally discouraged by the State. To request approval for an Advance Payments provision, complete and upload this document and route for approvals by selecting the RER e-Form for Advance Payments in Edison. Note: This RER is not required for software licenses or maintenance and support agreements. For additional guidance, please see the e-Forms Job Aid available online at the following: <https://www.teamtn.gov/cpo/learning-development/cpo-job-aids.html>.

APPROVED	APPROVED	APPROVED
[Upload this RER to e-Forms in Edison. Approval will be captured in Edison Workflow.]	[Upload this RER to e-Forms in Edison. Approval will be captured in Edison Workflow.]	[Upload this RER to e-Forms in Edison. Approval will be captured in Edison Workflow.]
FINANCE & ADMINISTRATION	CHIEF PROCUREMENT OFFICER	COMPTROLLER OF THE TREASURY

Agency request tracking #	
1. Procuring Agency	
2. Edison contract ID #	
3. Scope of Goods or Services Caption:	
4. Please select the Contract Type.	<input type="checkbox"/> Grant Contract ("GR") <input type="checkbox"/> Governmental Grant ("GG") <input type="checkbox"/> Other
5. Recipient Name	
6. Contract's Effective Date	
7. Term (with ALL options to extend exercised)	months
8. Contract's Maximum Liability (with ALL options to extend exercised)	\$
9. Funding Source	<input type="checkbox"/> State <input type="checkbox"/> Federal <input type="checkbox"/> Interdepartmental <input type="checkbox"/> Other _____
10. Advance Payment Type requested	<input type="checkbox"/> Partial Advance Payment <input type="checkbox"/> Periodic Advance Payment <input type="checkbox"/> Total Advance Payment <input type="checkbox"/> Other _____
11. Description of Advance Payment Methodology and Amounts requested Please provide red-lines or track changes to highlight any deviations from template language.	
12. Justification	
Signature of Agency head or designee and date [Either upload signed RER to e-Forms in Edison or capture authorized agency approval in Edison Workflow]	

**OPTION: ADVANCE PAYMENT –
SOFTWARE LICENSES OR
MAINTENANCE AND SUPPORT
AGREEMENTS – NEW**

REQUEST: Add the following as new optional language to the configurator, Purchase Order Terms and Condition, Fee for Goods or Services Contract Template (FA).

Payment Methodology

Option: Advance Payment – Software Licenses or Maintenance and Support Agreements.

Replace contract section C.3. with the following if the contract will result in an advance payment as a result of software licenses or maintenance and support agreements.

- C.3. Payment Methodology. The Contractor shall be compensated based on the payment methodology for goods or services authorized by the State in a total amount as set forth in Section C.1.
- a. The Contractor’s compensation shall be paid in advance in accordance with this Contract.
 - b. The Contractor shall be compensated based upon the following payment methodology:

Goods or Services Description	Amount (per compensable increment)
Milestone	\$ Number
Unit	\$ Number each
Job Title /Activity	\$ Number per Hour /Day /etc.
Use & Repeat Rows Above as Necessary	

Add Contingently Required Subsections as Appropriate (refer to instructions for details)

**SECTION C. PAYMENT
METHODOLOGY GRANT CONTRACT
("GR") AND GOVERNMENTAL GRANT
("GG") INSTRUCTIONS – NEW**

REQUEST: Revise the “Payment Methodology” instructions included in Section C. of the Grant Contract (“GR”) and Governmental Grant (“GG”) Template as follows:

GR:

Payment Methodology

Pursuant to Central Procurement Office Policy 2013-007, any Grantor State Agency seeking to effect a partial, periodic, or total advance payment shall submit a Rule Exception Request – Advance Payments to justify the advance payment.

GG:

Payment Methodology

Pursuant to Central Procurement Office Policy 2013-007, any Grantor State Agency seeking to effect a partial, periodic, or total advance payment shall submit a Rule Exception Request – Advance Payments to justify the advance payment.

GRANT CONTRACT (“GR”) TEMPLATE
D.19. AUDIT REPORT

REQUEST: Revise the Grant Contract (“GR”) Template as follows:

D.19. Audit Report. For purposes of this Section, pass-through entity means a non-federal entity that provides a subaward to a subrecipient to carry out part of a federal program.

The Grantee shall provide audited financial statements to the Tennessee Comptroller of the Treasury (“Comptroller”) if during the Grantee’s fiscal year, the Grantee: (1) expends seven hundred fifty thousand dollars (\$750,000) or more in direct and indirect federal financial assistance and the State is a pass-through entity; (2) expends seven hundred fifty thousand dollars (\$750,000) or more in state funds from the State; or (3) expends seven hundred fifty thousand dollars (\$750,000) or more in federal financial assistance and state funds from the State, and the State is a pass-through entity.

At least ninety (90) days before the end of its fiscal year, the Grantee shall complete Attachment [reference the Notice of Audit Report document] to notify the State whether or not Grantee is subject to an audit. The Grantee should submit only one, completed document during the Grantee’s fiscal year. Any Grantee that is subject to an audit and so indicates on Attachment [reference the Notice of Audit Report document] shall complete Attachment [reference the Parent Child Information document]. If the Grantee is subject to an audit, Grantee shall obtain the Comptroller’s approval before engaging a licensed, independent public accountant to perform the audit. The Grantee may contact the Comptroller for assistance identifying auditors.

The audit contract between the Grantee and the Auditor shall be on a contract form prescribed by the Comptroller. The Grantee shall be responsible for payment of fees for an audit prepared by a licensed, independent public accountant. Payment of the audit fees by the Grantee shall be subject to the provision relating to such fees contained within this Grant Contract. The Grantee shall be responsible for reimbursing the Comptroller for any costs of an audit prepared by the Comptroller.

All audits shall be performed in accordance with the Comptroller’s requirements, as posted on its web site. When a federal single audit is required, the audit shall be performed in accordance with U.S. Office of Management and Budget’s *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*.

A copy of the audit report shall be provided to the Comptroller by the licensed, independent public accountant. Audit reports shall be made available to the public. The Grantee shall also submit a copy of the Notice of Audit Report, Parent Child Form, and audit report to the State [contact listed in D.8. or to optional contact information]:

**SOUTH CENTRAL HUMAN RESOURCE
AGENCY PROCUREMENT POLICIES
AND PROCEDURES MANUAL FOR PC
APPROVAL**

South Central Human Resource Agency

Procurement Policies and Procedures Manual

Effective Date of Policy: _____

Date Last Amended: _____

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PROCUREMENT POLICY FOR SOUTH CENTRAL HUMAN RESOURCE AGENCY

BACKGROUND

South Central Human Resource Agency (SCHRA) was established pursuant to the Human Resource Agency Act of 1973, as amended, as a not-for-profit delivery system designed to implement human services programs. SCHRA is empowered to own and dispose of property both real and personal and to receive and administer funds and contributions from private and public sources which may be used in support of human resource programs, and other funds under State and Federal assistance programs.

PURCHASING POLICIES AND PROCEDURES

Overview of Purchasing

THE POLICIES DESCRIBED IN THIS SECTION APPLY TO ALL PURCHASES MADE BY SCHRA

SCHRA requires the practice of ethical, responsible, and reasonable procedures related to purchasing, agreements and contracts, and related forms of commitment. The policies in this section describe the principles and procedures that all staff must adhere to in the completion of their designated responsibilities.

The goal of these procurement policies is to ensure that materials and services are obtained in an effective manner and in compliance with the provisions of applicable federal statutes and grant requirements.

Responsibility for Purchasing

All Program Directors, or their designees, will have the authority to initiate purchases on behalf of their program, within the guidelines described here. Program directors will inform the Purchasing Department of all individuals that may initiate purchases or prepare purchase requisitions. This authorization is given once a fully executed copy of the Memorandum of Authorization (MOA) is received and placed on file in the Purchasing Department. A MOA is considered fully executed once it has been signed by the Designee, Designator, and the Executive Director. The Purchasing Department will maintain a current list of all authorized purchasers.

Employees may request specific items for the purpose of carrying out their work assignments by submitting a request (requisition) to their Program Director/Delegate for review and approval. After the purchase requisition is completed and approved it will be forwarded to the Purchasing Officer for review and completion.

The Purchasing Department will be responsible for processing purchase orders. The Director of Finance will be consulted on purchases and contractual commitments over \$10,000, and will make the final determination on any proposed purchases where budgetary or other conditions may result in denial.

Code of Conduct in Purchasing

(2 CFR Part 200.318(c)(1)) (45 CFR Part 75.327(c)(1))

Ethical conduct in managing the Agency's purchasing activities is essential. Staff must always be mindful that they represent SCHRA and share a professional trust with other staff and funding sources.

- Officers, Board members, employees, and agents will not solicit or accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts. The Board of Directors may establish standards to evaluate when a financial interest is not substantial or the value of an unsolicited gift is of nominal value. Substantial financial interest and nominal value, as approved by the Board of Directors, is defined as follows:
 - Substantial Financial Interest means a director or employee, or his or her immediate family {spouse, parent, child, brother, sister and spouse of parent, child, brother, or sister} owns/receives more than 1% of the benefiting business/profits.
 - Unsolicited gifts with a nominal value of \$25 or less may be accepted with the approval of the Executive Director.
 - Refer to CONFLICTS OF INTEREST section located in the SCHRA Personnel Policies and Procedures Manual for disciplinary actions for violations of these standards.
- Staff will discourage the offer of and decline individual gifts, favors, or gratuities that might influence the purchase of supplies, equipment, and/or services. Staff will notify their immediate supervisor if they are offered such gifts.
- No officer, Board member, employee, or agent will participate in the selection or administration of a contractor if a real or apparent conflict of interest would be involved. See the CONFLICTS OF INTEREST section located in the SCHRA Personnel Policies and Procedures Manual.
- A Vendor Conflict of Interest Certification form will be retained in the vendor file within the purchasing department. Vendors will update at a minimum annually or upon knowledge of any potential conflict.

Competition

(2 CFR Part 200.319) (45 CFR Part 75.328)

In order to promote open and full competition, purchasers will:

- Be alert to any internal potential conflicts of interest.
- Be alert to any noncompetitive practices among contractors that may restrict, eliminate, or restrain trade.
- Not permit contractors who develop specifications, requirements, or proposals to bid or propose on such procurements.
- Award contracts to bidders or proposers whose product or service is most advantageous in terms of price, quality, and other factors.
- Issue solicitations that clearly set forth all requirements to be evaluated.
- Reserve the right to reject any and all bids when it is in the Organization's best interest and properly documented *(2 CFR 200.318(c) (45 CFR 75.329(c))*.
- Not give preference to state or local geographical areas unless such preference is mandated by federal statute. *(2 CFR Part 200.319(b)) (45 CFR Part 75.328(b))*
- Only use "name brand or equivalent" description as a means to define the performance or requirements. *(2 CFR Part 200.319(c)(1)) (45 CFR Part 75.328(b))*

Nondiscrimination Policy

(2 CFR Part 3187.2)

Contractors who are the recipients of Agency's funds, or who bid or propose to perform any work or furnish any goods under agreements with SCHRA, will agree to these important principles:

- Contractors will not discriminate against any employee or applicant for employment because of race, religion, color, national origin, handicap, gender, or age, except where religion, gender (sex), or national origin is a bona fide occupational qualification reasonably necessary to the normal operation of the contractors.
- Contractors agree to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause. Notices, advertisements, and solicitations placed in accordance with federal law, rule, or regulation will be deemed sufficient for meeting the intent of this section.

Procurement Thresholds and Authorization Limits

All completed requisitions, purchase orders, authorization forms, etc. must be signed by the preparer and/or reviewed and approved by the designated approver. The following table summarizes the required approval levels, solicitation, and documentation:

Amount of Purchase	Required Approvals	Required Solicitation	Required Documentation
≤ \$10,000	<ul style="list-style-type: none"> • Program Director/Designee • Purchasing Officer • Executive Director 	<ul style="list-style-type: none"> • Price must be considered reasonable based on current market • Purchase can be made from a contractor successfully used in the past, with reasonable pricing • As much as possible, micro-purchases will be rotated among qualified suppliers, provided pricing is comparable 	<ul style="list-style-type: none"> • Receipt/bill of lading/packing slip or invoice approved by Program Director • Requisition • Purchase Order
\$10,001 ≤ \$25,000	<ul style="list-style-type: none"> • Program Director/Designee • Purchasing Officer • Executive Director 	<ul style="list-style-type: none"> • 3 quotes (catalogue, Internet, written, etc.) 	<ul style="list-style-type: none"> • Documentation of quotes obtained • How procurement decision was made • Other documentation required by Organization • Receipt/bill of lading/packing slip or invoice approved by Program Director • Requisition • Purchase Order

Amount of Purchase	Required Approvals	Required Solicitation	Required Documentation
> \$25,000	<ul style="list-style-type: none"> • Program Director/Designee • Purchasing Officer • Executive Director 	<ul style="list-style-type: none"> • Preferred 3 written bids (Request for Bids or Request for Proposals) after due diligence in advertisement 	<ul style="list-style-type: none"> • Copy of RFB or RFP • Proposal scoring grids including who participated in the scoring • Proposal and contract of winning bid • Receipt/bill of lading/packing slip of invoice approved by Program Director
Single item of \$50,000 or more	<ul style="list-style-type: none"> • Program Director/Designee • Purchasing Officer • Executive Director • Property Committee 	Preferred 3 written bids (Request for Bids or Request for Proposals) after due diligence in advertisement	<ul style="list-style-type: none"> • Copy of RFB or RFP • Proposal scoring grids, including who participated in the scoring • Proposal and contract of winning bidder/proposer • Other documentation required by Organization

Additional Information Required

Amount of Purchase	Required Approvals	Required Solicitation	Required Documentation
> \$200,000 major land and/or buildings, major renovations or leasehold agreements	<ul style="list-style-type: none"> - Program Director/Designee - Executive Director - Property Committee - Board of Directors 	- Preferred 3 written bids (Request for Bids or Request for Proposals) after due diligence in advertisement	<ul style="list-style-type: none"> - Copy of RFB or RFP - Proposal scoring grids, including who participated in the scoring - Proposal and contract of winning bidder/proposer
> \$2,000 construction or renovation per Davis-Bacon Act	<ul style="list-style-type: none"> - Program Director/Designee - Purchasing Officer - Executive Director 	Follow the requirements of the thresholds above	<ul style="list-style-type: none"> - Certified Payroll - Current prevailing wage schedule per county

The Executive Director is authorized to enter into any contract on behalf of SCHRA. Contracts of \$5,000 or less must be reviewed and approved by the Program Director and/or the Purchasing Officer but do not require approval from the Executive Director. These policies will also apply to renewals of existing contracts.

Procurement Procedures

The following are SCHRA's general procurement procedures:

1. SCHRA will avoid purchasing unnecessary or duplicative items for the performance of the activities required by a federal award. *(2 CFR Part 200.318(d)) (45 CFR Part 75.327(d))*
2. For procurements exceeding \$50,000 not to exceed the simplified acquisition threshold, an analysis will be made of lease and purchase alternatives to determine which would be the most economical and practical procurement for the federal government. *(2 CFR Part 200.318(d)) (45 CFR Part 75.327(d))*. This analysis will only be made when both lease and purchase alternatives are available to the program.
3. SCHRA will enter into state and local inter-governmental or inter-entity agreements where appropriate for procurement or use of common or shared goods and services. *(2 CFR Part 200.318(e)) (45 CFR Part 75.327(e))*

4. SCHRA will use federal excess and surplus property in lieu of purchasing new equipment and property whenever such use is feasible and reduces project costs. *(2 CFR Part 200.318(f)) (45 CFR Part 75.327(f))*
5. Documentation of the cost and price analysis associated with each procurement decision, including contract modifications, in excess of \$50,000 will be retained in the procurement files pertaining to each federal award. *(2 CFR Part 200.323) (45 CFR Part 75.332)*
6. All pre-qualified lists of persons, firms, or products which are used in acquiring goods and services must be current and include enough qualified sources to ensure maximum open and full competition. *(2 CFR Part 200.319(d)) [45 CFR Part 75.328(d)]*
7. SCHRA will maintain records sufficient to detail the history of procurement, including, but not limited to: *(2 CFR Part 200.318(i)) (45 CFR Part 75.327(i))*
 - a. Rationale for the method of procurement;
 - b. Selection of contract type;
 - c. Contractor selection or rejection; and
 - d. The basis for the contract price.

Also see the RECORD RETENTION section of this manual.

8. SCHRA will make all procurement files available for inspection upon request by using the proper procedures to request such information.
9. SCHRA will not utilize the cost-plus-a-percentage-of-costs or percentage of construction cost methods of contracting. *(2 CFR Part 200.323(d)) (45 CFR Part 75.332(d))*
10. Consideration will be given to dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, women's business enterprises, and labor surplus area firms. *(2 CFR Part 200.321(b)(3)) (45 CFR Part 75.330(b)(3))*. These efforts include veteran owned businesses.

(Also see AFFIRMATIVE CONSIDERATION OF MINORITY, SMALL BUSINESS, WOMEN-OWNED BUSINESSES, AND LABOR SURPLUS AREA FIRMS section of this manual.)

11. Purchases will be made in accordance with the thresholds, required approvals, required solicitation methods, and documentation requirements indicated in the PROCUREMENT THRESHOLDS AND AUTHORIZATIONS LIMITS section of this manual.

All staff members with the authority to approve purchases will receive a copy and be familiar with, 2 CFR Part 200 Subpart E - Cost Principles (45 CFR Part 75 Subpart E – Cost Principles).

Sealed Bid Method of Procurement

The sealed bid method of procurement will be used for purchases in accordance with the PROCUREMENT THRESHOLD AND AUTHORIZATION LIMIT chart of this manual and will be used for services or goods with a fixed price including, for example, (construction projects, vehicle purchases, installation of Heating, Ventilation, and Air Conditioning (HVAC), weatherization work, etc.)

The following conditions apply for this method of procurement:

- A complete, adequate, and realistic specification or purchase description is prepared and made available as part of the invitation for bid (IFB);
- Two or more responsible suppliers/providers are solicited and are willing and able to compete effectively for the business;
- Sufficient time is given to allow bidders to respond before the bid opening date indicated in the IFB;
- Bids will be opened at the time and place indicated in the IFB; and
- The procurement is appropriate for a firm fixed price contract and the selection of the successful bidder can be made principally on the basis of price and price-related factors.

The sealed bid process focuses mainly on price and occurs early in the procurement cycle, allowing bidders' time to prepare their bids to meet the specifications of the bid solicitation. Bids are solicited in accordance with the Organization's ADVERTISING PROCEDURES FOR PROCUREMENT section of this manual, and a firm fixed price contract (lump sum or unit price) is awarded to the responsible bidder whose bid:

- Conforms with all the material terms and conditions of the invitation for bids, and
- Is the lowest in price, also considering price-related factors

Price-related factors such as discounts, transportation cost, and life cycle costs will be considered in determining lowest bid. Payment discounts will only be considered when prior experience indicates that such discounts are usually taken advantage of.

Any and all bids may be rejected if there is a sound documented reason.

Sealed bid requests will be publicized in compliance with the approved advertising procedures. See the ADVERTISING PROCEDURES section of this manual.

Bidders must comply with all bid specifications. See the CONTRACT ADMINISTRATION section of this manual.

Competitive Proposal Method of Procurement

The competitive proposal method of procurement will be used for purchases in accordance with the PROCUREMENT THRESHOLD AND AUTHORIZATION LIMITS chart of this manual and will be used when price and other factors are considered to determine the most advantageous proposal. Examples of some of the other factors may include those listed in the EVALUATION OF ALTERNATIVE PROPOSERS section of this manual.

The following conditions apply for this method of procurement:

- Request for Proposals (RFPs) will be publicized (see the ADVERTISING PLAN section of this manual)
- RFPs will include all specifications, terms and conditions that the proposer must meet
- RFPs will include all evaluation factors and their relative importance
- Proposals must be solicited from a number of qualified sources
- SCHRA will conduct an evaluation of proposals received by the publicized due date in accordance with its established procedures; maximum effort will be made to consider all responses to proposals (see EVALUATION OF ALTERNATIVE PROPOSERS section of this manual)

Solicitation for Procurements

To help ensure full and open competition, solicitations for goods and services, requests for proposals (RFPs), and invitation for bid (IFBs or sealed bids) will provide for all of the following:

1. A clear and accurate description of the technical requirements for the material, product, or service to be procured. Descriptions will not contain features which unduly restrict competition. *(2 CFR Part 200.319(c)(1)) (45 CFR Part 75.328(c)(1))*

Description may also include the following:

- Technical requirements in terms of functions to be performed or performance required, including the range of acceptable characteristics or minimum acceptable standards.
 - Preference for products and services that conserve natural resources, protect the environment, and are energy efficient, to the extent practicable and economically feasible
2. Requirements which the bidder must fulfill and all other factors to be used in evaluating bids or proposals. (See EVALUATION OF ALTERNATIVE CONTRACTORS elsewhere in this manual for required criteria.) *(2 CFR Part 200.319(c)(2)) (45 CFR Part 75.328(c)(2))*

3. Description may include a statement of the qualitative nature of the material, product, or service to be procured and, when necessary, must set forth the minimum essential characteristics and standards to which it must conform if it is to satisfy its intended use. Detailed product specifications should be avoided if at all possible to avoid impeding competition. *(2 CFR Part 200.319(c)(1)) (45 CFR Part 75.328(c)(1))*
4. When it is impractical or uneconomical to make a clear and accurate description of the technical requirements, a "brand name or equivalent" description may be used as a means to define the performance or other salient requirements of procurement. The specific features of the named brand which must be met will be clearly stated. *(2 CFR Part 200.319(c)(1)) (45 CFR Part 75.328(c)(1))*
5. Required delivery or performance dates/schedules.
6. Clear indications of the quantity(ies) requested and unit(s) of measure, if applicable.
7. A description of the format, if any, in which the requested information, proposals, or bids must be submitted, including the name of the person to whom it should be sent.
8. The date by which information, proposals, or bids are due.
9. Additional information deemed necessary by the organization to assist with evaluation.

Advertising Procedures for Procurement

The public advertising plan is designed to encourage maximum participation in solicitation for selected procurement methods. SCHRA will publicly advertise requests for sealed bids and proposals using a plan designed to reach the maximum potential bidders and proposers.

Examples of public advertising that may be used include:

- SCHRA's public website
- SCHRA's social media accounts
- Sealed bid or request for proposal databases, if available
- Print and electronic advertisements (e.g. newspapers, emails)
- Audio advertisements (e.g. radio station, Pandora©, Spotify©)
- Direct solicitation of recommended or previously used contractors
- Direct solicitation of minority, small, women-owned, and veteran-owned businesses or businesses in labor surplus areas
- Professional associations

Public advertisements will include, at a minimum:

- SCHRA's legal name and address, including contact name and phone number
- Date, time and location, including address, of bid/proposal meeting, as applicable
- Notice that participation in the meeting is mandatory for the bidder's or proposer's solicitation to be considered, as applicable
- Sealed bid requests will include any specifications and pertinent attachments and will define the items or services in order for the bidder to properly respond
- Sealed bid requests will identify the time and place sealed bids will be opened (for local governments and tribal governments, bids will be opened publicly)
- Notice to bidders/proposers that incomplete bid/proposal packages will not be considered.

Extension of Due Dates and Receipt of Late Offers

Solicitations should provide for sufficient time to permit the preparation and submission of offers (quotes, bids, proposals) before the specified due date. Sufficient time shall not be less than forty-eight (48) hours. However, an extension may be granted if a prospective bidder/proposer so requests and is approved by the Purchasing Officer. Approval of extensions will be documented in the procurement file and afforded to all bidders/proposers. (TCA: 12-4-113 and TCA: 15-1-101)

Bids/Proposals are considered late if received after the due date and time specified in the solicitation. Late bids/proposals will be so marked on the outside of the envelope and retained, unopened, in the procurement file. Contractors that submit late bids/proposals will be sent a letter notifying them that their bid/proposal was late and could not be considered for award.

Evaluation of Alternative Proposers

With the competitive proposal method of procurement, bidders/proposers will be evaluated on a weighted scale that considers some or all of the following criteria, as appropriate for the procurement:

1. Adequacy of the proposed methodology
2. Skill and experience of key personnel
3. Demonstrated experience
4. Other technical specifications designated by the department requesting proposals
5. Compliance with administrative requirements of the request for proposal (e.g. format, due date, etc.)
6. Bidder's/Proposer's financial stability
7. Bidder's/Proposer's demonstrated commitment to the nonprofit sector

8. Results of communications with references supplied by proposer
9. Ability/commitment to meeting time deadlines
10. Cost
11. Minority, small business, women-owned business, veteran-owned business status of proposer, or labor surplus firm
12. Other criteria (to be specified by the department requesting proposal)

Not all of the preceding criteria may apply in each procurement. However, the department responsible for the purchase will establish the relative importance of the appropriately established criteria prior to requesting proposals and will evaluate each proposal on the basis of the criteria and weighting that have been pre-determined.

The contract will be awarded to the responsible proposer whose proposal is most advantageous to the program. After a contractor has been selected and approved by the Program Director, the final selection will be approved by others according to SCHRA's purchasing/procurement approval policies.

Affirmative Consideration of Minority, Small Business, Women-Owned Businesses, and Labor Surplus Area Firms

(2 CFR Part 200.321) (45 CFR Part 75.330)

Positive efforts will be made by SCHRA to utilize small businesses, minority-owned firms, women's business enterprises, veteran owned businesses, and labor surplus area firms whenever possible. Therefore, the following steps will be taken:

1. Ensure that small business, minority-owned firms, women's business enterprises, and labor surplus area firms are used to the fullest extent practicable. *(2 CFR Part 200.321) (45 CFR Part 75.330)* These efforts include veteran owned businesses.
2. SCHRA will directly solicit bids or proposals from small business, minority-owned firms, women's business enterprises, and labor surplus area firms. These businesses will be solicited whenever they are a potential source. *(2 CFR Part 200.321(b)) (45 CFR Part 75.330(b))* These efforts include veteran owned businesses. SCHRA will ensure these businesses are included in solicitations, when practicable. (Also see ADVERTISING PROCEDURES FOR PROCUREMENT section of this manual.)
3. SCHRA will evaluate procurements to determine if it is practical to separate purchases or projects into smaller components in order to encourage solicitation responses from these businesses. *(2 CFR Part 200.321(b)(3)) (45 CFR Part 75.330(b)(3))* These efforts include veteran owned businesses.
4. Establish delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises. *(2 CFR Part 200.321(b)(4)) (45 CFR Part 75.330(b)(4))* These efforts include veteran

owned businesses. Make information on forthcoming opportunities available and arrange time frames for purchases and contracts to encourage and facilitate participation by small business, minority-owned firms, women's business enterprises, and labor surplus area firms.

5. Utilize organizations such as the Small Business Administration and the Department of Commerce's Minority Business Development Agency to determine validity of, assistance with, or location of the businesses addressed in this section, as appropriate. (2 CFR Part 200.321(b)(5)) (45 CFR Part 75.330(b)(5)) These efforts include veteran owned businesses.
6. Consider in the contract process whether firms competing for larger contracts should subcontract with small businesses, minority-owned firms, women's business enterprises, and labor surplus area firms. (2 CFR Part 200.321(b)(6)) (45 CFR Part 75.330(b)(6)) These efforts include veteran owned businesses.

Non Competitive Method of Procurement (Sole Source)

This method of procurement can be used as approved in accordance with the PROCUREMENT THRESHOLDS AND AUTHORIZATION chart elsewhere in this manual for the following circumstances:

Emergencies

Where equipment, materials, parts, and/or services are needed, quotations will not be necessary if the health, welfare, safety, etc., of staff and protection of Organization property is involved. The reasons for such purchases will be documented in the procurement file.

Single Distributor/Source

The item or service is only available from a single source. Examples of when this applies to SCHRA include: educational curriculum and supporting software, accounting/human resource systems, propriety systems such as fire and security.

Prior Written Approval

The awarding federal or state agency expressly authorizes a noncompetitive proposal in response to a written request from SCHRA.

Insufficient Proposers, Bidders, Offerors

After solicitation in accordance with SCHRA's ADVERTISING PROCEDURES FOR PROCUREMENT section of this manual, competition is deemed inadequate due to one response or insufficient bidders/ proposers.

Single Source/State Contract

Commodities previously bid by the State of Tennessee and made available through Statewide Contract may be purchased without obtaining bids.

Cooperative Purchasing Agreements

SCHRA may utilize Purchasing Cooperatives, e.g. U.S Communities or other established cooperatives of similar type and meeting certain requirements. Purchasing Cooperatives must make available RFPs, bids, and awarded contract documents from the originating government entity. This allows SCHRA to piggy-back off of previous competitively-awarded contracts of other government entities.

Bonding Requirements

SCHRA will require bonding when deemed necessary to help ensure the interests of the organization and the funding source is protected. Minimum bonding requirements will include the following: *(2 CFR Part 200.325) (45 CFR Part 75.334)*

- A bid guarantee in the form of a bid bond, certified check, or other negotiable instrument from each bidder equivalent to five percent of the bid price assuring that the bidder will, upon acceptance of the bid, execute such contractual documents as may be required within the time specified.
- A performance bond on the part of the contractor for 100 percent of the contract price, to be executed in connection with a contract to secure fulfillment of all the contractor's obligations under the contract.
- A payment bond for 100 percent of the contract price, executed in connection with a contract to assure payment as required by law of all persons supplying labor and material in execution of the work provided for in the contract.

Use of Purchase Orders

SCHRA utilizes a purchase order system. A properly completed purchase order will be required for each purchase decision (i.e., total amount of goods and services purchased, not unit cost, with the exception of exempt items listed in the Purchase Order Exempt Items section of this manual. A properly completed purchase order will contain the following information, at a minimum:

1. Specifications or statement of services required
2. Contractor name, address, and contact's name, email, and phone number
3. Source of funding, as applicable
4. Delivery or performance schedules
5. Delivery, packing, and transportation requirements
6. Special conditions, if applicable
7. Catalog number, page number, etc., if applicable
8. Net price per unit, less discount, if any
9. Total amount of order

10. Authorized signature
11. Date purchase order was prepared
12. Additional information deemed necessary by the organization

Purchase orders will be issued upon request from an authorized purchaser, automatically generated by the system, and upon approval by authorized staff.

All purchase orders will be recorded in a purchase order log and the accounting software. At the end of each accounting period, an aged outstanding purchase order report will be prepared and distributed to each purchasing representative and the Finance Director for review and appropriate follow-up to ensure proper close-out and resolution.

Purchase Order Exempt Items

The following list of items do not require a purchase order; however, some of the items will require that requisition be completed to assure that the correct program, department, or cost pool be charged the expenditure allocated to the correct line on the appropriate budget. The requisition will follow the procedures as previously set forth. The following items indicated with an (*) asterisk require that a requisition be prepared:

1. Telephone billings
2. * Freight billings not incurred in connection with the purchase of supplies and equipment
3. Charges made on fuel credit cards
4. * Building permits
5. * Deed registration fees
6. Court fees, bonding fees or notary public fees
7. Utility billings and connection fees
8. * Expenses in connection with meetings and attendant costs
9. Travel advances and reimbursements
10. Rental of vehicles while on approved travel
11. * License and registration fees for motor vehicles
12. Rental or lease agreements with monthly recurrent billing for which contracts are on file
13. * Petty cash purchases (No requisition is required up to \$20, requisition required between \$21-\$50, and purchase order for any over \$50)
14. * Cashier checks
15. * Licenses fees for food permits and daycare

Blanket Purchase Orders

Blanket purchase orders can be created for purchases to be made throughout the year from the same contractor when the total amount to be purchased can be reasonably estimated. The blanket purchase order number will be used each time an order is placed and needs to appear on each invoice. Blanket purchase orders are subject to the same authorization limits and solicitation as regular purchase orders.

1. Blanket purchase orders can be used when:
 - Purchasing repetitive, specified services or items, or categories of items from the same contractor; which are purchased and paid in a predictable manner during a certain time period, usually one (1) month.
 - Ordering standard materials or maintenance supplies which require numerous shipments.
 - To enable the buyer to obtain more favorable pricing through volume commitments.
2. Blanket purchase orders generally cannot be used when:
 - No benefit will be derived over and above use of a regular purchase order.
 - Prices are unknown at ordering time, or subject to change later without notice.
 - Quality of the contractor and/or goods or services are questionable.
 - Control over SCHRA's expenditures would be weakened significantly.
3. A uniform blanket purchase order format should be used and will include the following information:
 - The period to be covered by the blanket agreement (not exceed to one month)
 - A cancellation clause
 - The previous blanket purchase order number if this is a replacement blanket purchase order
 - Items and/or categories of items to be covered by the blanket purchase order
 - Maximum quantities, if any
 - Prices and pricing arrangements
 - Terms and billing arrangements
 - Personnel authorized to issue order releases
4. Price, shipping (F.O.B.) terms, commodities, and quantity should be established before the blanket purchase order is issued.

It will be the responsibility of the department placing the order to monitor the prices and terms of its blanket purchase orders.

Procedures and Guidelines for Contractors

Notice of back orders, when necessary, should be presented to SCHRA in writing, specifying expected shipping or delivery date.

Product deficiencies or contractor non-compliance will be reported to the contractor in writing by the Purchasing Officer. The notification shall request a written response from the contractor to SCHRA. A contractor may be removed from a list of eligible contractors for failure to follow the published procedures and requirements. Such failure to comply or rectify may also result in removal from future bid considerations.

Cancellation of purchase orders can be in writing or verbal by the Purchasing Officer or his/her designee. A contractor may request cancellation and SCHRA may grant this request when it is deemed to be in SCHRA's and/or the general public's best interest to do so. SCHRA has the right to disqualify any contractor from future bidding if the contractor had defaulted on any previously awarded contract within the last five years.

Payment may be withheld until such time as all requirements of the purchasing contract have been compiled in full.

Verification of New Contractor

The Purchasing Officer will perform additional procedures to validate the legitimacy of new contractors that will be paid one-time or cumulative payments in excess of \$25,000. For such contractors, the Purchasing Officer will perform a limited public records search which will include a business search with the TN Secretary of State website and the TN Department of Revenue's website and will contact the contractor to validate its existence.

Contractor Files and Required Documentation

The Purchasing Department will create a contractor file for each new contractor or re-activated contractor from whom SCHRA purchases goods or services.

The Purchasing Department will mail (or email) a blank Form W-9 to the contractor and Vendor Conflict of Interest Certification (VCOI) to the contractor and request their completion and the return of the signed documents before procuring goods or services from the contractor or making any payment to the contractor. Completed, signed Form W-9 and VCOI will be retained in each contractor's file.

Contractors will be issued a Form 1099 at the end of each calendar year.

Contractor files should include the following information:

1. Completed and signed Form W-9. Contractors being reactivated are required to complete a new Form W-9 to verify current name, address, and tax ID number.
2. Contractors with a post office (PO) box will provide a physical location address for the master file. The PO Box number may be used for postal purposes.

3. Completed and signed Vendor Conflict of Interest Certification (VCOI). Contractors being reactivated are required to complete a new VCOI.

The following procedures will be performed prior to creating or re-activating all contractor files to help ensure that each contractor only has one master file:

1. Search for existence of the tax ID number in the master file
2. Search for name variations and name standardization (entity resolution) (e.g. Doe, John; J Doe; John Doe)
3. Search for matching or similar addresses
4. Search for matches against the employee master file

Contractor Master File Maintenance

Positive efforts will be made by SCHRA to monitor the contractor master file on a regular basis, with a full review of the master listing completed every year prior to year-end.

The Purchasing Department will review the master file for:

1. Duplicate contractors. Contractors with the same or similar tax ID number, name, address, email, contact, and other information. Duplicate contractors will be merged, inactivated.
2. Contractors with a post office (PO) box address. Contractors with only a PO Box will be required to provide a physical location address for the master file.
3. Contractors without activity in the past 2 years will be inactivated. Inactivated contractors must go through the contractor creation process before being re-activated.
4. The Organization will utilize the Internal Revenue Service (IRS) Taxpayer Identification Number (TIN) On-line Matching service to match name and TIN with IRS records.

Procurement Grievance Procedures

Any bidder/proposer may file a grievance with SCHRA following a competitive bidding/proposal process. Once a selection is made, bidders/proposers will be notified in writing of the results. The written communication mailed to bidders/proposers will also inform them that they may have a right to appeal the decision. Information on the Agency's appeal procedures must be made available to all prospective contractors or sub grantees upon request, including the name and address of a contact person, and a deadline for filing the grievance.

Grievances are limited to violations of federal laws or regulations, or failure of the Agency to follow its own procurement policies.

Receipt and Acceptance of Goods

The Purchasing Department or designated individual will inspect all goods received. Upon receipt of any item from a contractor, the following actions will be immediately taken:

1. Review bill of lading for correct delivery point.
2. Verify the quantity of boxes/containers with the bill of lading.
3. Examine boxes/containers for exterior damage and note on the bill of lading any discrepancies (missing or damaged boxes/containers, etc.).
4. Sign and date the bill of lading.
5. Remove the packing slip from each box/container.
6. Compare the description and quantity of goods per the purchase order to the packing slip.
7. Examine goods for physical damage.
8. Count or weigh items, if appropriate, and record the counts on the purchase order.

This inspection must be performed in a timely manner to facilitate prompt return of goods and/or communication with contractors. The Fiscal Department shall not make payment without such a verification of receipt of materials.

Contract Administration

SCHRA must maintain oversight to ensure contractors perform in accordance with the terms, conditions, and specifications of their contracts or purchase order. SCHRA adopts the following policies and procedures on contract administration. (*2 CFR Part 200.318(b)*) (*45 CFR Part 75.327(b)*).

1. Contract administration files will be maintained:
 - a. A copy of each contract other than purchase order are filed in the vendor file and in the center file within the purchasing department.
 - b. Fully executed purchase orders are filed in the file room of the accounting department by fiscal year.
2. Contract administration files will contain:
 - a. The required documentation specified in the PROCUREMENT THRESHOLDS AND AUTHORIZATIONS LIMIT chart for the original scope of work and for all amendments.
 - b. Where the contract work is identified in the grant award or budget, the identification and scope of the work contained in the award or budget, and all approved changes.
3. Authorization of work:
 - a. No work will be authorized until the contract for the work has been approved and fully executed.

- b. No change in the work will be authorized until an amendment to the contract for the work has been approved and fully executed.
 - c. No amendment of a contract for work will be executed until it has been approved and authorized as required in the PROCUREMENT THRESHOLDS AND AUTHORIZATIONS LIMIT chart and, where required by the terms of the grant award or budget, approval by the funding source.
4. Conformance of work:
- a. For each grant award, based on applicable laws, regulations and grant provisions, the Purchasing Agent will establish and maintain a system to reasonably assure that the contractor:
 - i. Is in conformance with the terms, conditions, and specifications of the contract, and
 - ii. Provides timely follow-up of all purchases to assure such conformance and adequate documentation.
5. All procurements will be conducted in such a way as to maintain proper oversight and adherence to terms, conditions, and specifications of contracts and purchase orders. In order to document oversight of on-site contractors, employee monitoring or facility manager facility manager must complete, sign, and attach *Procurement Oversight Form* which can be downloaded from www.schra.us under the Employee tab. Purchasing Officer will then authorize final payment of invoices.
6. The Executive Director or designee shall be responsible for all contract administration and monitoring. All contracts will be monitored on a periodic basis for determination of compliance with contract provisions.

Contract Provisions

(2 CFR Part 200 Appendix II (45 CFR Part 75 Appendix II) and other regulation, as indicated)

SCHRA includes provisions for the following items, as applicable, in all contracts charged to federal awards, at the amounts indicated and as determined by the regulation or SCHRA, with contractors and sub grants to grantees:

- 1. Contracts for more than the simplified acquisition threshold set by the Federal Acquisition Regulation at 48 CFR Subpart 2.1, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.
- 2. All contracts in excess of \$10,000 must address termination for cause and for convenience by SCHRA including the manner by which it will be affected and the basis for settlement.

3. Equal Employment Opportunity – All contracts to be performed in the United States or to be performed with employees who were recruited in the United States shall contain a provision requiring compliance with E.O. 11246, “Equal Employment Opportunity”, as amended by E.O. 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity”, as supplemented by regulations at 41 CFR part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor”.
4. Davis-Bacon Act, as amended (40 U.S.C. 3141-3148) – If included in the Federal agency’s grant program legislation, all construction contracts to be performed in the United States of more than \$2,000 awarded by SCHRA shall include a provision for compliance with the Davis-Bacon Act and as supplemented by Department of Labor regulations (29 CFR Part 5, “Labor Standards Provisions Applicable to Contracts Governing Federally Financed and Assisted Construction”). Under this Act, contractors are required to pay wages to laborers and mechanics at a rate not less than the minimum wages specified in a wage determination made by the Secretary of Labor. In addition, contracts shall be required to pay wages not less than once a week. SCHRA will place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation, and the award of a contract shall be conditioned upon the acceptance of the wage determination. SCHRA shall also obtain reports from contractors on a weekly basis in order to monitor compliance with the Davis-Bacon Act. SCHRA shall report all suspected or reported violations to the Federal awarding agency.
5. Copeland “Anti-Kickback” Act (40 U.S.C. 3145) – All contracts and subcontracts in excess of \$2,000 for construction or repair to be performed in the United States awarded by SCHRA shall contain a provision for compliance with the Copeland “Anti-Kickback” Act, as supplemented by Department of Labor regulations 29 CFR part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”. This Act provides that each contractor shall be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work to give up any part of the compensation to which she/he is otherwise entitled. SCHRA will report all suspected or reported violations to the Federal awarding agency.
6. Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708) – If the contract is in excess of \$100,000 and involves the employment of mechanics or laborers, Contractor shall comply with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR part 5). Under 40 U.S.C. 3702 of the Act, contractor shall be required to compute wages of every mechanic or laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than 1 ½ times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic shall be required to work in surroundings or under working

conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

7. Rights to Inventions Made Under a Contract or Agreement – If the contract is for the performance of experimental, developmental, or research work, contractor shall provide for the rights of the Federal Government and SCHRA in any resulting invention in accordance with 37 CFR part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.
8. Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended – If the contract is in excess of \$150,000 contractor shall comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations shall be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
9. Debarment and Suspension (E.O.s 12549 and 12689) – Contractor represents and warrants that it is not listed on the government wide Excluded Parties List System in the System for Award Management (SAM) in accordance with OMB guidelines at 2 CFR 180 the implement E.O.s 12549 and 12689, “Debarment and Suspension.” This list contains the names of parties debarred, suspended, or otherwise excluded by agencies, and contractors declared ineligible under statutory or regulatory authority other than E.O. 12549
10. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) – If the contract is for \$100,000 or more, contractor and its subcontractors shall file the certification required by this statute and associated regulations. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to SCHRA.
11. Iran Divestment Act (TCA 12-12-101 et seq.) – Concerning the Iran Divestment Act, by submission of a bid/quote/proposal, each supplier and each individual signing on behalf of any supplier, certifies, and in the case of a joint bid/quote/proposal, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each supplier is not on the list created pursuant to (TCA 12-12-106)

12. Bonding requirements: See BONDING REQUIREMENTS section of this manual.
13. Nondiscrimination Policy: See NONDISCRIMINATION POLICY section of this manual.
14. Right to Audit Clause. See RIGHT TO AUDIT CLAUSE section of this manual.
15. Term contracts may not be let for periods of time more than sixty (60) months; provided however, that any such term contracts let, or proposed to be let, for periods of time more than twelve months shall be subject to the following conditions:
 - No term contract shall be negotiated or entered into without competitive proposals.
 - Request for Proposals (RFP) and term contract resulting there from must clearly show the annual maximum obligation of SCHRA for each twelve month period covered by such contract.
 - Such contracts must contain a provision giving SCHRA the right of cancellation at any time with no more than ninety (90) days of notice at the end of each fiscal year and without notice in the event that funds to support the contract fail to become available.
 - The SCHRA Executive Director must approve all such contracts, and, at the end of each contract must approve the continuance of such contracts. Any such contract that exceeds \$200,000 must be approved by the Property Committee of the Agency Policy Council and ratified thereby.

Credit Card Purchases

SCHRA currently have four major credit cards assigned to the following: Executive Director (emergencies, registrations, business meal meetings charged to Agency Fund); operational expenses and programmatic supplies); Executive Administrator (reservations and registrations); Purchasing Officer (programmatic supplies) and One Stop Operator (TCAT dues, registrations and licenses). These individuals are personally responsible for these credit cards. The purposes notated within parentheses are strictly examples and not all inclusive.

SCHRA utilizes several credit cards which are vendor specific (Wal-Mart, Lowe's and Home Depot, etc.) for the purpose of purchasing programmatic supplies in a more timely and convenient manner. Due to the sensitive nature of credit cards, would could lead to fraud and abuse, specific controls are necessary to account for the credit card usage. All such credit cards are in the custody of the Purchasing Officer or Purchasing Technician, who maintains a usage log of such. These controls are as follows:

- The designee requesting the use of these credit cards must present an approved purchase order before the card is released. Upon release, the designee will sign

and date the usage log indicating receipt of such. The individual who signs for the card then becomes personally responsible for the card usage until it is property returned to the Purchasing Officer.

- After the use of the card, and when returning card to the Purchasing Department, a copy of the documentation supporting the purchase will be returned and attached to the purchase order. The usage log will then be signed and dated thereby releasing the designee from liability.

Right to Audit Clause

SCHRA requires a “Right to Audit” clause in all contracts between the Organization and contractors that either:

1. Take any form of temporary possession of assets directed for the Organization, or
2. Process data that will be used in any financial function of the Organization.

This Right to Audit clause will permit access to, and review of, all documentation and processes relating to the contractor’s operations that apply to SCHRA, as well as all documents maintained or processed on behalf of SCHRA, for a period of three years. The clause will state that such audit procedures may be performed by SCHRA employees or any outside auditor or contractor designated by the Organization.

Availability of Procurement Records

(2 CFR Part 200.324(b)) (45 CFR Part 75.333(b))

SCHRA will, on request, make available for the federal awarding agency, pre-award review and procurement documents, such as requests for proposals, when any of the following conditions apply:

- The procurement process does not comply with the procurement standards in 2 CFR Part 200 (45 CFR Part 75). *(2 CFR Part 200.324(b)(1)) (45 CFR Part 75.333(b)(1))*
- The procurement is expected to exceed the federally-defined simplified acquisition threshold and is to be awarded without competition or only one bid is received. *(2 CFR Part 200.324(b)(2)) (45 CFR Part 75.333(b)(2))*
- The procurement exceeds the simplified acquisition threshold and specifies a “name brand” product. *(2 CFR Part 200.324(b)(3)) (45 CFR Part 75.333(b)(3))*
- The proposed award exceeds the federally-defined simplified acquisition threshold and is to be awarded to other than the apparent low bidder under a sealed-bid procurement. *(2 CFR Part 200.324(b)(4)) (45 CFR Part 75.333(b)(4))*

- A proposed contract modification changes the scope of a contract or increases the contract amount by more than the amount of the federally-defined simplified acquisition threshold. (2 CFR Part 200.324(b)(5)) (45 CFR Part 75.333(b)(5))

Also see RECORD RETENTION section of this manual.

Property Committee

The Chairperson of the Policy Council shall appoint a committee of five (5) members to meet on an as needed basis to review and approve all actions prior to any Agency action. SCHRA Consultants (e.g. Licensed Attorney, Financial Management Representative, and Early Childhood Education Representative) will be considered “floaters” in a non-voting status; the Chairman could request a Consultant to attend a Property Committee meeting as needed in a consulting role. The committee will meet to review and approve the following:

- Surplus property list for disposal; and
- Major land and/or building acquisitions in excess of \$200,000; and
- Major renovations to property (grounds and/or buildings) owned by SCHRA in excess of \$200,000; and
- Leasehold agreements and renovations/improvements to be made in excess of \$200,000
- Any single item purchased at a cost of excess of \$50,000.

Property Disposal

Real Property

When real property is no longer needed, SCHRA shall request disposition instructions from the awarding agency or its successor, if such property was acquired with grant funds. The awarding agency must provide one or more of the following dispositions:

- SCHRA may be permitted to retain title without further obligation to the awarding agency after it compensates that agency for the percentage of the current fair market value of the property attributable to the awarding agency's share in the property.
- SCHRA may be directed to sell the property under guidelines provided by the awarding agency and pay the same for that percentage of the current fair market value of the property attributable to the awarding Federal Agency's share in the property (after deducting actual and reasonable selling and fixing-up expenses, if any from the sales proceeds). When SCHRA is authorized or required to sell the property, proper sales procedures shall be established that provide for competition to the extent practicable and result in the highest possible return.

- SCHRA may be directed to transfer title of the property to the Federal Awarding Agency or to a third party provided that, in such cases, SCHRA shall be entitled to compensation for its attributable percentage of the current fair market value of the property.

When real property was not acquired with grant funding, its disposal shall be referred to the Property Committee for guidance on its disposal.

Personal Property

(2 CFR 200.313(e))

When original or replacement equipment acquired under a Federal award is no longer needed for the original program or for other activities currently or previously supported by a Federal awarding agency, except as otherwise provided in Federal statutes, regulations, or Federal awarding agency disposition instructions, SCHRA must request disposition instructions from the Federal awarding agency if required by the terms and conditions of the Federal award. Disposition of the equipment will be made as follows, in accordance with Federal awarding agency disposition instructions.

- Items of equipment with a current per unit fair market value of \$5,000 or less may be retained, sold or otherwise disposed of with no further obligation to the Federal awarding agency.
- If the Federal awarding agency fails to provide requested disposition instructions within 120 days, items of equipment with a current per unit fair market value in excess of \$5,000 may be retained by SCHRA or sold. The Federal awarding agency is entitled to an amount calculated by multiplying the current market value or proceeds from sale by the Federal awarding agency's percentage of participation in the cost of the original purchase. If the equipment is sold, the Federal awarding agency may permit SCHRA to deduct and retain from the Federal share \$500 or ten percent (10%) of the proceeds, whichever is less, for its selling and handling expenses.
- SCHRA may transfer title to the property/equipment to the Federal Government or to an eligible third party provided that, in such cases, SCHRA must be entitled to compensation for its attributable percentage of the current fair market value of the property/equipment.

When personal property items are approved for disposal by the Property Committee, it may be disposed of in one of the following ways:

- Items may be listed for sale to the highest bidder through public auction, to include on-line auctions, and through published request for sealed bids. Items are sold "As-is/Where-is" with no guarantees.
- Scrap items that are saleable are sold to scrap and metal dealers with the proceeds retained by SCHRA

- All other items are taken to the appropriate recycling centers or to a waste disposal station for which SCHRA received a disposal receipt to verify such disposal.
- When feasible, SCHRA should contact and advertise to governmental agencies, items that have been deemed surplus. Other items should be given to not-for-profit organizations such as Goodwill, Veterans Organizations, and education entities.

Procurement Records

(2 CFR Part 318(i)) (45 CFR Part 75.327(i))

SCHRA will maintain records sufficient to detail the history of procurement including, but not limited to, the following

- Rationale for the method of procurement
- Selection of contract type
- Contractor selection or rejection
- Basis for contract price

Also see RECORD RETENTION section of this manual.

Revisions/Amendments

Any revisions or amendments to the Purchasing Policies and Procedures set forth shall be submitted to the SCHRA Budget, State/Local Appropriations and Audit Committee, SCHRA Executive Committee and the State of Tennessee Procurement Commission for review and approval.

RECORD RETENTION POLICY

SCHRA retains records as required by law and destroys them when appropriate. All files, both hard copy and electronic shall be labeled with topic, year (if applicable), and destruction date. Electronic copies shall be saved in appropriate folders on the network storage device. Hard copies should be stored in file cabinets or archived in the storage area. Archived hard copy files shall be stored in water and animal proof containers.

The destruction of records must be approved by the Director of Finance and logged into the Organization's Destroyed Records Log. Review and purging of files may take place on an ongoing basis, but must occur at least once per year, and must follow the minimum retention requirements outlined below.

The destruction of any documents containing social security numbers or any other “consumer data” as defined under federal laws and regulations shall be done via shredding using an approved shredding service provider.

The formal records retention policy of SCHRA is as follows:

Record	Retention
Audit reports	Permanent
Correspondence – Legal and important matters	Permanent
Deeds, mortgages, and bills of sales	Permanent
Financial statements – Year-end	Permanent
General ledgers/year-end trial balance	Permanent
Minute books of directors, bylaws, and charters	Permanent
Retirement and pension records	Permanent
Tax returns and worksheets, examination reports and other documents relating to tax filings	Permanent
Trademark registrations and copyrights	Permanent
Accident reports/claims (settled Cases)	7 Years
Accounts payable ledgers and schedules	7 Years
Accounts receivable ledgers and schedules	7 Years
Contracts, mortgages, notes, and leases – expired	7 Years
Garnishments	7 Years
Insurance claims	7 years
Inventories of products, materials, and supplies	7 Years
Invoices (to customers, from vendors)	7 Years
Notes receivable ledgers and schedules	7 Years
Payroll records and summaries	7 Years
Personnel records (terminated)	7 Years
Property records (incl. depreciation schedules)	7 years
Purchase orders	7 Years
Sales records	7 Years
Subsidiary ledgers	7 Years
Timecards/cards	7 Years
Withholding tax statements	7 Years
Bank statement & reconciliations	3 Years
Chart of accounts	3 years
Employment applications	3 Years
Insurance policies (expired)	3 Years
Internal audit reports	3 Years
Internal reports	3 Years
Petty cash vouchers	3 Years
Correspondence – General	2 Years

EXCEPTION FOR INVESTIGATIONS

In connection with any ongoing or anticipated investigation into allegations of violations of federal laws or regulations, provisions of government awards, or violations of the Organization's Code of Conduct, the following exceptions are made to the preceding scheduled retention and/or destruction of records:

1. All records related to the subject of the investigation or allegation shall be exempt from any scheduled record destruction.
2. The term "records" shall also apply to any electronically stored record (e.g., documents stored on computers, email messages, etc.), which shall also be protected from destruction.

CERTIFICATION RELATED DOCUMENTATION

STATE OF TENNESSEE
PROCUREMENT COMMISSION
3rd Floor, William R. Snodgrass TN Tower, 312 Rosa L. Parks Avenue
Nashville, Tennessee 37243-1102
(615) 741-1035 Fax (615) 741-0684

RE-CERTIFICATION

June 2019

1. Item No. 763.20
Service: Rest Area Maintenance
Agency/Location: Tennessee Department of Transportation (TDOT), 10 Counties, Tennessee
Annual Price: \$4,257,047.74, varied monthly price by county
No price increase requested.
Satisfaction: No complaints have been filed.
Re-Certification Requested for Period of 7/01/2019 – 6/30/2020

2. Item No. 763.55
Service: Janitorial Services
Agency/Location: Tennessee Department of Safety, I-40 Scale House Complex, Mile Marker 372, Knoxville, Tennessee
Annual Price: \$7,232.28, or \$602.69 per month or \$2.0664 per square foot for a total of 3,500 feet.
No price increase requested.
Satisfaction: No complaints have been filed.
Re-Certification Requested for Period of 7/01/2019 – 6/30/2020

3. Item No. 763.93
Service: Janitorial Services
Agency/Location: Tennessee Department of Transportation (TDOT), Regional Transportation Management Center, Knoxville, Tennessee
Annual Price: \$20,023.44, or \$1,668.62 per month or \$1.4501 per square foot for a total of 13,808 square feet.
No price increase requested.
Satisfaction: No complaints have been filed.
Re-Certification Requested for Period of 7/01/2019 – 6/30/2020

4. Item No. 763.A148
 Service: Janitorial Services
 Agency/Location: Tennessee Department of Safety, Giles County Scale Complex, I-65 North Bound Side Between Mile Marker 5 & 6, Giles County, Tennessee
 Annual Price: \$8,798.52, or \$733.21 monthly or \$1.76 per square foot for a total of 5,000 square feet for daily services. \$3,970.92, or \$330.91 monthly or \$0.79 per square foot for a total of 5,000 feet for once a month deep clean services
 No price increase requested.
 Satisfaction: No complaints have been filed.
 Re-Certification Requested for Period of 7/01/2019 – 6/30/2020

5. Item No. 763.A171
 Service: Janitorial Services
 Agency/Location: Tennessee Department of Education, West Tennessee School for the Deaf, 100 Berryhill Drive, Jackson, Tennessee
 Annual Price: \$4,395.95, or \$366.33 per month or \$0.7756 per square foot for a total of 5,668 square foot.
 No price increase requested.
 Satisfaction: No complaints have been filed.
 Re-Certification Requested for Period of 7/01/2019 – 6/30/2020

6. Item No. 763.A192
 Service: Janitorial Services & Day Porter Services
 Agency/Location: Tennessee Army National Guard Headquarters, Houston Barracks, 3041 Sidco Drive, Nashville, Tennessee
 Annual Price: \$168,641.53, or \$14,053.44 per month or \$0.99 per square foot for a total of 170,800 square feet for nighttime janitorial and day porter services. Annual Price: \$52,067.49 or \$26,033.74 per visit for a total of 2 visits to strip and wax VCT flooring.
 No price increase requested.
 Satisfaction: No complaints have been filed.
 Re-Certification Requested for Period of 7/01/2019 – 6/30/2020

RE-CERTIFICATION

July 2019

1. Item No. 763.A166
 Service: Janitorial Services
 Agency/Location: Tennessee Army National Guard, Building 130, 3041 Sidco Drive, Nashville, Tennessee
 Annual Price: \$2,405.88, or \$200.49 per month or \$0.40 per square foot for a total of 6,070 square feet.
 No price increase requested.
 Satisfaction: No complaints have been filed.
 Re-Certification Requested for Period of 8/01/2019 – 7/31/2020

2. Item No. 763.A182
Service: Ground Maintenance
Agency/Location: Tennessee Volunteer Challenge Academy, 3965 Stewarts Lane, Nashville, Tennessee
Annual Price: \$18,094.18, or \$723.77 per cycle for 25 cycles or \$48.25 per acre for a total of 15 acres.
No price increase requested.
Satisfaction: No complaints have been filed.
Re-Certification Requested for Period of 8/01/2019 – 7/31/2020

CERTIFICATION

3. Item No. 763.A190
Service: Ground Maintenance
Agency/Location: Tennessee Department of Environment and Conservation, Seven Islands State Birding Park, 2809 Kelly Lane, Kodak, Tennessee
Annual Price: \$12,000.00, or \$600.00 per cycle for 20 cycles or \$71.43 per acre for a total of 8.4 acres.
No price increase requested.
Satisfaction: No complaints have been filed.
Re-Certification Requested for Period of 8/01/2019 – 7/31/2020
4. Item No. 763.A191
Service: Uniforms
Agency/Location: Tennessee Department of Correction, Nashville, Tennessee
Annual Price: Left open for estimated liability like a statewide contract. This was approved contingent on updates to the packet to change to reflect it as a statewide being approved and no objections made.
No price increase requested.
Satisfaction: No complaints have been filed.
Certification Requested for Period of 8/01/2019 – 7/31/2020
- The Certification Committee Staff reconvened on 7/23/2019, via DGS Bridge Line to review certification number four (4). This packet was previously approved in our original meeting on 7/19/2019 contingent on updates being made to the packet and there being no objections to the updated packet. Objections per CPO were announced and it was decided to go back to the original certification packet item to reflect and agency term contract that was approved with an August 01, 2019 effective date
 - After the Certification Committee Staff meeting on 7/23/2019 it was brought to CPO's attention that there was still insufficient information on Packet 4. It was missing multiple items that were to be included. It was decided to put this packet on hold until it could be corrected and we would revisit this certification at our next Certification Committee Meeting taking place on 8/15/2019.

- On 8/1/2019 CPO, Correction, and CMRA met to discuss what truly needed to be covered on the contract in order to make sure the Packet was updated correctly. The items discussed will be addressed and updated on the new packet.

RE-CERTIFICATION

August 2019

1. Item No. 763.A174
Service: Janitorial Services
Agency/Location: Tennessee Department of Education, East Core Regional Office, Knoxville, Tennessee
Annual Price: \$3,559.84, or \$296.65 per month or \$1.1866 per square foot for a total of 3,000 square feet.
No price increase requested.
Satisfaction: No complaints have been filed.
Re-Certification Requested for Period of 9/01/2019 – 8/31/2020
2. Item No. 763.A186
Service: Janitorial Services
Agency/Location: Tennessee Early Intervention System, 2761 Island Home Blvd., Knoxville, Tennessee
Annual Price: \$8,693.28, or \$724.44 per month or \$1.09 per square foot for a total of 8,000 square feet.
No price increase requested.
Satisfaction: No complaints have been filed.
Re-Certification Requested for Period of 9/01/2019 – 8/31/2020
3. Item No. 763.A187
Service: Ground Maintenance
Agency/Location: Tennessee Department of Safety, Tennessee Highway Patrol Training Center, 283 Stewarts Ferry Pike, Nashville, Tennessee
Annual Price: \$24,520.98, or \$743.06 per cycle for 33 cycles or \$43.70 per acre for a total of 17 acres.
No price increase requested.
Satisfaction: No complaints have been filed.
Re-Certification Requested for Period of 9/01/2019 – 8/31/2020

CERTIFICATION

4. Item No. 763.A191
Service: Uniforms
Agency/Location: Tennessee Department of Correction, Nashville, Tennessee
Annual Price: This was on the agenda as a discussion item and the committee decided to keep it as such until the packet could be reviewed by the agency and approved by them first. There were some additional changes needed. The committee has since moved this certification to next month's meeting to occur on 9/12/2019.
No price increase requested.
Satisfaction: No complaints have been filed.
Certification Requested for Period of 9/01/2019 – 8/31/2020

RE-CERTIFICATION

September 2019

1. Item No. 763.A66
Service: Janitorial Services
Agency/Location: Tennessee Department of Transportation, Region 4 Headquarters, 300 Benchmark Place, Jackson, Tennessee
Annual Price: \$112,040.88, or \$9,336.74 per month or \$1.57991 per square foot for a total of 70,916 square feet.
No price increase requested.
Satisfaction: No complaints have been filed.
Re-Certification Requested for Period of 10/01/2019 – 9/30/2020
2. Item No. 763.76
Service: Janitorial Services & Inspection Services
Agency/Location: Tennessee Department of Transportation Motor Pool, First Street North, Nashville, Tennessee
Annual Price: \$22,692.12, or \$1,891.01 per month.
No price increase requested.
Satisfaction: No complaints have been filed.
Re-Certification Requested for Period of 10/01/2019 – 9/30/2020
3. Item No. 763.A188
Service: Janitorial Services
Agency/Location: Tennessee Air National Guard Base, Nashville International Airport, Nashville, Tennessee.
Annual Price: \$34,500.96, or \$2,875.08 per month or \$1.56 per square foot for a total of 22,116 square feet.
No price increase requested.
Satisfaction: No complaints have been filed.
Re-Certification Requested for Period of 10/01/2019 – 9/30/2020

4. Item No. 763.A130
Service: SWC 920 Drug Testing Kits
Agency/Location: Department of General Services, Central Procurement Office, 312 Rosa L. Parks Ave, Nashville, Tennessee.
Annual Price: Current Spend \$1,380,276.85 (August 2018 through July 2019).
No price increase requested.
Satisfaction: No complaints have been filed.
Re-Certification Requested for Period of 10/01/2019 – 9/30/2020

5. Item No. 763.36ad
Service: SWC 924 Female Sanitary Products
Agency/Location: Department of General Services, Central Procurement Office, 312 Rosa L. Parks Ave, Nashville, Tennessee.
Annual Price: Current Spend \$92,024.99 (August 2018 through July 2019).
No price increase requested.
Satisfaction: No complaints have been filed.
Re-Certification Requested for Period of 10/01/2019 – 9/30/2020

6. Item No. 763.A169
Service: SWC 917 Grease Trap Service
Agency/Location: Department of General Services, Central Procurement Office, 312 Rosa L. Parks Ave, Nashville, Tennessee.
Annual Price: Current Spend 286,220.58 (August 2018 through July 2019).
No price increase requested.
Satisfaction: No complaints have been filed.
Re-Certification Requested for Period of 10/01/2019 – 9/30/2020

ADDENDUM

7. Item No. 763.36a-y
Service: SWC 921 Adult Incontinent Briefs & Pads
Agency/Location: Department of General Services, Central Procurement Office, 312 Rosa L. Parks Ave, Nashville, Tennessee.
Annual Price: Current Spend \$112,654.33 (September 2018 through August 2019).
No price increase requested.
Satisfaction: No complaints have been filed.
Addendum Requested for Period of 10/01/2019 – 4/30/2020

CERTIFICATION

8. Item No. 763.A191
Service: Uniforms
Agency/Location: Tennessee Department of Correction, Nashville, Tennessee
Annual Price: Maximum Liability of 1,800,000.00
No price increase requested.
Satisfaction: No complaints have been filed.
Certification Requested for Period of 10/01/2019 – 9/30/2020

RE-CERTIFICATION

October 2019

1. Item No. 763.A180
Service: Janitorial Services
Agency/Location: Tennessee Department of Transportation, Buildings A,C,E, 6630 Centennial Blvd., Nashville, Tennessee.
Annual Price: \$6,962.93, Building A \$2,320.98 Annual Price \$193.41 per month or \$2.3026 per square foot for a total of 1,008 square feet. Building C \$2,320.98 Annual Price \$193.41 per month or \$2.3026 per square foot for a total of 1,008 square feet. Building E \$2,320.98 Annual Price \$193.41 per month or \$2.3026 per square foot for a total of 1,008 square feet.
No price increase requested.
Satisfaction: No complaints have been filed.
Re-Certification Requested for Period of 11/01/2019 – 10/31/2020

2. Item No. 763.38c-d
Service: SWC 923 Snap Out and Continuous Forms
Agency/Location: Department of General Services, Central Procurement Office, 312 Rosa L. Parks Ave, Nashville, Tennessee.
Annual Price: Current Spend \$891,373.82 (August 2018 through September 2019).
No price increase requested.
Satisfaction: No complaints have been filed.
Re-Certification Requested for Period of 11/01/2019 – 10/31/2020

RE-CERTIFICATION

November 2019

1. Item No. 763.63
Service: Janitorial Services
Agency/Location: Tennessee Army National Guard Armed Forces Reserve Center, Volunteer Training Site Building 686, Smyrna, Tennessee.
Annual Price: \$69,135.12, or \$5,761.26 per month or \$0.8110 per square foot for a total of 85,245 square feet.
No price increase requested.
Satisfaction: No complaints have been filed.
Re-Certification Requested for Period of 12/01/2019 – 11/30/2020

2. Item No. 763.A168
Service: SWC 919 Premium Coffee
Agency/Location: Department of General Services, Central Procurement Office, 312 Rosa L. Parks Ave, Nashville, Tennessee.
Annual Price: Current Spend \$3,571.04 (December 2018 through September 2019).
No price increase requested.
Satisfaction: No complaints have been filed.
Re-Certification Requested for Period of 12/01/2019 – 11/30/2020

3. Item No. 763.A100
Service: Ground Maintenance Services
Agency/Location: Tennessee Department of Transportation, TDOT Region 4 Boswell Complex, 5344 Boswell Ave., Memphis, Tennessee.
Annual Price: \$7,008.84 or \$194.69 per cycle for thirty-six (36) cycles.
No price increase requested.
Satisfaction: No complaints have been filed.
Re-Certification Requested for Period of 12/01/2019 – 11/30/2020

4. Item No. 763.A189
Service: Janitorial Services
Agency/Location: Tennessee Department of Transportation, TDOT Region 4 Boswell Complex, 5334 & 5336 Boswell Ave., Memphis, Tennessee.
Annual Price: \$33,986.76, Center, Annual Price: \$21,799.32 or \$1,816.61 per month.
Engineering Building, Annual Price: \$8,373.48 or \$697.79 per month. Help Building, Annual Price: \$3,813.96 or \$317.83 per month.
No price increase requested.
Satisfaction: No complaints have been filed.
Re-Certification Requested for Period of 12/01/2019 – 11/30/2020

LIMITATION OF LIABILITY REPORT

**Approved Limitation of Liability Requests
for the Time Period July 2, 2019 to October 31, 2019**

TRACKING	CALENDAR YEAR	ID	LOGGED	STATUS	STATUS DATE	SERVICE	CONTRACTING AGENCY	BASIS FOR REQUEST	COT APPROVAL OF REQUEST
34360-24920	19	13945	7/22/2019	APPROVED	7/22/2019	CONSULTING SERVICES	DEPARTMENT OF GENERAL SERVICES	During contract talks, NetSmart and CPO agreed that the maximum Liability included modification and enhancement dollar amounts that would in all likelihood never be billed or paid. Furthermore, the Maximum Liability included five (5) years of support fees that would not be billed or paid resulting in a potential exposure of over \$12 million limit of liability for a \$1 million per year support agreement for a product that was accepted and had been operating for decades. The modification to the contract requested by NetSmart conformed to Tenn.Code Ann. § 12-3-701 and posed no appreciable risk to the Sate and was in the best interest of the State.	7/29/2019
32101-06319	19	13950	7/23/2019	APPROVED	7/24/2019	FOR THE PROVISION OF PROFESSIONAL MOVING SERVICES FOR THE TENNESSEE STATE LIBRARY AND ARCHIVES	DEPARTMENT OF GENERAL SERVICES	The moving services for the Tennessee State Library and Archives included the transportation of priceless items and antiques and the potential risk was that some items could be lost, damaged or destroyed. The Contractor's liability for all claims was two (2) times the Maximum Liability and would protect for any claims of intentional torts, criminal acts, fraudulent misconduct or acts or omissions that could result in damages and to protect the State in the event of any substantial loss or damage to its facilities and/or collections and archival materials. This contract modification was in accordance with Tenn. Code Ann. § 12-3-701, and recognized the Contractor's interest in risk management and the State's limitation of liability.	7/29/2019
32110-00123	19	14049	8/8/2019	APPROVED	8/8/2019	CONSULTING SERVICES	DEPARTMENT OF GENERAL SERVICES	(see below Revised request)	REVISED
32110-00123	19	REVISED 14049	8/13/2019	APPROVED	8/13/2019	CONSULTING SERVICES	DEPARTMENT OF GENERAL SERVICES	Adobe was an existing State Contractor and had a history of successfully performing consulting services and software plan development with no claims or liabilities. CPO concluded that the risk to the State of claims exceeding \$7 million was minimal. CPO agreed to reduce the basis cap to one (1) times the estimated liability given Adobe's past history and track record with the State. This contract modification had been successfully utilized in previous software vendor contracts and conformed with Tenn. Code Ann. § 12-3-701 and was in the best interests of the State.	08/14/20/19
	19	14067	8/13/2019	APPROVED	8/13/2019	ONLINE LEGAL RESEARCH SERVICES UTILIZED BY STATE ATTORNEYS TO ACCESS FEDERAL AND STATE CASE LAW, REGULATIONS, ETC.	CENTRAL PROCUREMENT OFFICE	The Contractor provided online legal research services for state attorneys to access federal and state laws and statutes. The State agreed to modify the Limitation of Contractor's Liability to one (1) times the Estimated Liability Amount. The anticipated purchases for legal research services under the contract was viewed as being nominal and that a limit of \$1 million was sufficient to adequately protect the State's interests. This request adhered to Tenn. Coe Ann. § 12-3-701 and was necessary to maintain existing online reserach capabilities for state attorneys and state agencies.	8/16/2019
31701-11067	19	14079	8/15/2019	APPROVED	8/15/2019	CENTURYLINK LONG-DISTANCE AND TOLL-FREE TELEPHONE CALLING	FINANCE AND ADMINISTRATION	The contractor sought immunity from liability and indemnity for all claims involving 911 telephone calls. The Contractor agreed to withdraw its indemnity demand in exchange for a modification to the contract language to the effect that the act or event must apply to the Contractor before immunity would apply. This language recognized the existence of a Tennessee statute and was viewed as having no appreciable impact on the State. This contract modification was in accordance with Tenn. Code Ann. § 12-3-701 and would have nominal impact on the State since at the time of a claim, a determination would be needed to be made to the applicability of the immunity provided under the statute.	8/20/2019

31701-11067	19	14080	8/15/2019	APPROVED	8/15/2019	CENTURYLINK LD-TF	FINANCE AND ADMINISTRATION	During the negotiations, CPO and CenturyLink reached an agreement on a NASPO Participating Addendum for F&A/STS. The Contract only slightly changed the Maximum Liability provision to a cumulative limitation of liability provision and not per incident. This requested change was necessitated by the fact that this agreement was required to maintain an existing network and was in accordance with Tenn. Code Ann. § 12-3-701. CPO saw no potential risk for exposure to the State and agreed that it was in the best interest of the State to utilize these negotiated terms and conditions.	8/19/2019
31865-00805	19	14135	9/3/2019	APPROVED	9/4/2019	GENERIC PRODUCT INDICATOR (GPI) FOR USE IN MANAGING PHARMACY INITIATIVES	TENNCARE	As a result of negotiations among CPO, GPI and TennCare, it was agreed to eliminate the two (2) times the Maximum Liability amount and as may be amended text and the text limiting the liability of the Contractor for any claims covered by any specific provision in the Contract providing for Liquidated Damages. It was determined, during these negotiations, that this change conformed with Tenn. Code Ann. § 12-3-701, that the State would not be adversely impacted given the Contractor's expertise in managing pharmacy initiatives and that the State was protected by the significant financial net worth of the Contractor.	9/5/2019
34901-01040	19	14185	9/19/2019	APPROVED	9/19/2019	AAMVANET SERVICES, NETWORK SERVICES, PROGRAM SERVICES, AND DRIVER SERVICES TRANSACTIONS	DEPARTMENT OF SAFETY AND HOMELAND SECURITY	As a result of the negotiations between the Contractor and CPO, it was agreed to a modification to the Contract requested by the Contractor to one (1) times the Maximum Liability, including indemnification claims. This contract modification was in accordance with Tenn. Code Ann. § 12-3-701 and represented the Contractor's interest in prudent risk management. In the event of any losses exceeding the Maximum Liability amount, the State would be able to seek indemnification under the Contractor's insurance coverages that were required to be purchased and maintained during the full term of the Contract.	9/25/2019
33157-00220	19	14278	10/18/2019	APPROVED	10/21/2019	PROVIDE ONLINE PLATFORM FOR APPLICATION AND PAYMENTS SYSTEMS FOR TN EDUCATION SAVINGS ACCOUNTS (ESA) PARTICIPANTS	TENNESSEE DEPARTMENT OF EDUCATION	(see below Revised request)	REVISED
33157-00220	19	REVISED 14278	10/25/2019	APPROVED	10/25/2019	PROVIDE ONLINE PLATFORM FOR APPLICATION AND PAYMENTS SYSTEMS FOR TN EDUCATION SAVINGS ACCOUNTS (ESA) PARTICIPANTS	TENNESSEE DEPARTMENT OF EDUCATION	The Grantee was a provider of a secure online platform for the Tennessee Education Savings Account (ESA) participants. The online platform was a critical element in the participants' ability to gain access to the ESA program. This vendor was able to meet the State's exact specifications and to launch the program in accordance with the timeline projected by the State. The Grantee added language that would create parity with the limitation of the State's liability under the Contract involving attorneys' fees, and associated costs. The Contractor had in place insurance and subrogation requirements that would provide the State with recourse for exposures to a significantly higher threshold and which conformed with Tenn. Code Ann. § 12-3-701.	10/25/2019

MEMORANDUM OF UNDERSTANDING REPORT

Number	SWC# / Edison Contract #	Contract Name	Category Specialist / Sourcing Analyst	Vendor Name	Description	MOU Active Date	Items Added via MOU
259	SWC 387 / 37896	Managed Service Provider (MSP)	Kayla Logan	Guidesoft Inc. dba Knowledge Services	Additional Medical Position	2/28/2019	Psychiatrist 3
260	SWC 370 / 52905	Uniform, Linen, Dust Control Rental Services,	Parker Birt	Aramark Uniform Services	Moccasin Bend Line Items	3/4/2019	Contour Sheets, Clothing Protectors, Underpads, 24" Microfiber Mops, Biohazard Laundry, Microfiber Towels, Net Laundry Bags, Special Soil Bags, Microfiber Mop Pads, 24" Mop Frames, 20% Eloss, and NOG.
261	SWC 352	Envelopes	Mike Neely	Cerveo	Additional envelopes	3/1/2019	Envelope, 2 window #10 24# white
262	SWC 387 / 37896	Managed Service Provider (MSP)	Kayla Logan	Guidesoft Inc. dba Knowledge Services	Additional Medical and Additional Administrative Position	3/28/2019	PRN CTN and Housekeeper 3
263	SWC 370 / 52905	Uniform, Linen, Dust Control Rental Services,	Parker Birt	Aramark Uniform Services	Moccasin Bend Bedspread	4/25/2019	Spread Blanket
264	SWC 222 / 61893	Vehicle Leasing	Kayla Logan	Acme Auto Leasing LLC	Additional Leased Vehicle Option	4/25/2019	2019 Toyota Highlander LTD AWD 36 - month lease and 12 - month lease
265	SWC 126 / 62218	Highway Markings and Accessories	Lanessa Munson	G&C Supply Co. Inc.	Additional Sign Line Items	5/28/2019	Dump Truck Markings and Light Duty Pickup Truck Reflective Striping 2" x 25 yd, Dump Truck Markings and Light Duty Pickup Truck Reflective Striping 4" x 25 yd., and Dump Truck Markings and Light Duty Pickup Truck Reflective Striping 6" x 96"
266	61564	Sub-Recipient Grant System	Sharon Pope	Agate Software Inc.	Additional Price Lines	6/17/2019	Additional Price lines for internal users if the State exceeds 250.
267	62117	Multifunction Devices	Eve Whittenburg	Canon Solutions America	Additional Finisher Option Line Items and Updated Line Item Descriptions for Devices	7/11/2019	Stapler, 3-Hole Punch, and Additional Input Tray Capacity finisher options for 4000 series devices.
268	61893	Vehicle Leasing	Kayla Cook	Acme Auto Leasing LLC	Additional vehicle and winch options	9/4/2019	2020 Ford Transit 350, brush guard with 10,000 lb capacity winch, brush guard with 12,000 lb capacity winch, brush guard with 15,000 lb capacity winch, brush guard with 16,500 lb capacity winch
269	61893	Vehicle Leasing	Kayla Cook	Acme Auto Leasing LLC	Additional vehicle	9/4/2019	2020 Nissan NV200 with and without ladder rack option
270	61893	Vehicle Leasing	Kayla Cook	Acme Auto Leasing LLC	Additional vehicle	9/11/2019	2020 Nissan Pathfinder 4WD with leather seats
271	37896	Managed Service Provider (MSP)	Kayla Cook	Guidesoft Inc. dba Knowledge Services	Additional Health Care position	9/11/2019	LPN Supervisor
272	62117	Multifunction Devices	Eve Whittenburg	Canon Solutions America	Addition of 3000 Series options and accessories; addition of desktop multifunction device	10/18/2019	3000 Series stapler, additional input tray, 2 & 3 hole punch options; desktop multifunction device rental and purchase options, cost per click lines for new device
273	53203	NetTN	Sharon Pope	ATT	Addition of Products/Services	11/1/2019	Hosted Call Center Support and Fiber Broadband Services