



Effective Date: Nov 29, 2022

## PROCUREMENT

### Definitions

1. The following definitions apply to this Policy:
  - **Contractor** - a person (or firm) who is not an employee, but who works for the Meherrin Indian Tribe under an appropriately authorized contract for services;
  - **Department** - an administrative division or agency of Meherrin Indian Tribe, including internal organizational administration units, any board, tribunal, commission or committee, and any corporate entity controlled by the Meherrin Indian Tribe, including a partnership that is designated by Council as a department;
  - **Encumbrance** - a commitment to use funds later on for a specific purpose (i.e., a contingent liability, contract, purchase order, payroll commitment, tax payable, legal penalty, etc. that is chargeable to an account);
  - **Goods** - are tangible products, including assets;
2. Please refer to the Meherrin Indian Tribe's "Definitions Guide for Policies and Procedures" for the definitions of other terms used in this Policy and the associated procedures.

### Policy Directive:

The Meherrin Indian Tribe shall procure goods and services in a prudent and cost-effective manner with sufficient due diligence to demonstrate transparency, fairness, quality, and value for money in meeting the Meherrin Indian Tribe's requirements.

### Applicable Legislation and Standards

3. The Meherrin Indian Tribe's procurement related practices must comply with applicable legislation, standards, and Meherrin Indian Tribe's laws, policies, and procedures.

### **Reason for Policy**

4. The objectives of this Policy include:
  - i) Providing guidelines and a framework for managing the procurement of goods and services by the Meherrin Indian Tribe, including clarifying related roles and responsibilities;
  - ii) Ensuring the Meherrin Indian Tribe procures goods and services in an prudent and effective manner, and achieves the best value for its money;
  - iii) Ensuring procurement by the Meherrin Indian Tribe is conducted in a diligent, fair, transparent and accountable manner, and provides for competition.
  - iv) Ensuring that the Meherrin Indian Tribe procurement related practices comply with all applicable requirements.

### **Consequences of Non-Compliance with Policy**

5. Potential consequences of non-compliance with this Policy include:
  - i) Lack of directions, clarity, and control with respect to the procurement of goods and services by the Meherrin Indian Tribe;
  - ii) Procurement activities being conducted with deficiency of due diligence (i.e., lack of proper approvals, value for money, cost-effectiveness, competition, etc.);
  - iii) Procurement activities that result in unnecessary budget overruns; and
  - iv) Breach of legislation, standards, or Meherrin Indian Tribe's laws, policies and procedures.

### **Policy Application**

6. This Policy applies to or affects the Meherrin Indian Tribe's:
  - i) Chief and Council;
  - ii) Finance Department;
  - iii) Tribal Administrator, and other department managers;
  - iv) Employees, contractors, consultants, and agents; and
  - v) Any other person(s) involved in procuring goods and services for the Meherrin Indian Tribe.

## **Policy Requirements**

### **Authority and Funding**

7. All procurement by the Meherrin Indian Tribe must be conducted in accordance with the:
  - i) Authorities and expenditure limits set out in the Meherrin Indian Tribes' Authorization and Delegation Table (see Delegated and Assigned Responsibilities Policy and Procedures); and
  - ii) Meherrin Indian Tribe's Expenditure Management Policy and Procedures.
8. No commitment for the expenditure of funds, or approval of purchases, shall be made on behalf of the Meherrin Indian Tribe unless there are sufficient funds earmarked for that expenditure in the respective Meherrin Indian Tribes annual budget.
9. The Meherrin Indian Tribe's Council and employees must not do or say anything to create a verbal contract on behalf of the Meherrin Indian Tribe.
10. In no circumstances shall a Councilor, employee or agent of the Meherrin Indian Tribe authorize and/or sign for any acquisitions without the appropriate authority, in accordance with this Policy and the associated procedures.
11. The Meherrin Indian Tribe shall not commit to or undertake any procurement of goods or services until all the appropriate approvals are obtained in writing and the required contract and other documentation is fully signed by all parties.
12. Under no circumstance may work begin or goods be delivered prior to a fully approved and signed contract.

### **Purchase Value Thresholds and Process**

13. Goods and services shall be procured in accordance with Appendix A to this Policy with respect to:
  - i) Purchase value thresholds;
  - ii) Process to be followed for procurement at each value threshold; and
  - iii) Person(s) responsible for procurement at each value threshold.
14. For each high-value procurement (as per Appendix A), a tender call/request for tenders or a request for proposal must be issued. Exceptions to this requirement must be limited.
15. Any exceptions to the procurement process set out in this Policy shall be documented to demonstrate the rationale and approval of a non-standard procurement process.

## **Documents and Contracts**

16. The Meherrin Indian Tribe must use current standard formats for solicitation documents provided by the Finance Department.
17. The prior written approval of the Finance Department, and legal counsel if appropriate, is required for any changes to the standard contract template/formats or terms and conditions, and for the use of alternative contract templates and forms.
18. A contract amendment must not be used to substantially change the nature and intent of the original contract.
19. Contract modifications must be justified in writing and the resulting accumulative total value of the contract must be properly authorized by the parties to the contract.
20. An expired contract must not be retroactively extended.
21. The Meherrin Indian Tribe must not use letters of agreement to enter a contract without seeking advice from the Finance Department and/or legal counsel.

## **Native American Population Set-Aside**

22. In accordance with the Procurement Strategy for Native American Business and subject to the section below, the Meherrin Indian Tribe shall restrict the procurement of goods and services to qualified Native American suppliers where operational requirements, best value, prudence, probity and sound contract management can be assured.
23. To support or encourage the economic development of Meherrin Indian Tribal members, the Meherrin Indian Tribe shall provide first opportunity for procurement to qualified members of the Meherrin Indian Tribal community, or to qualified companies owned by Meherrin Indian Tribal members, subject to their availability.
24. As required by the above section, the Meherrin Indian Tribe shall set aside planned procurements in order to conclusively determine:
  - i) Firstly, whether there are any qualified suppliers from the Meherrin Indian Tribal community; and if not
  - ii) Whether there are any qualified suppliers from the general Native American community.
25. If there is no qualified supplier identified or available within the Meherrin Indian Tribal community or the general Native American community as per the above section, the procurement may be opened up to a larger market.

### **Green Procurement**

26. The Meherrin Indian Tribe shall wherever possible feasible utilize green procurement.
27. Green procurement involves the integration of environmental considerations into the procurement decision process (i.e., sustainability, greenhouse gas emissions, etc.).
28. The Meherrin Indian Tribe shall develop and use procurement instruments which include environmental considerations and enable the Meherrin Indian Tribe's departments and employees to purchase more environmentally friendly goods and services.

### **Employer-Employee Relationship and Conflicts of Interest**

29. The Meherrin Indian Tribe shall avoid all situations where contracting out may result in a determination that there was an employer-employee relationship between the contractor and the Meherrin Indian Tribe.
30. Employees and Councilors must avoid conflicts of interest when they are involved in the procurement of goods and services on behalf of the Meherrin Indian Tribe.
31. Any actual or potential conflicts of interest shall be reported, investigated, and addressed, as per the FAL and Meherrin Indian Tribe's Reporting Breaches Policy and Procedures.

### **Other Requirements**

32. The procurement of goods and services cannot be split or subdivided to avoid requirements or limits imposed by the Meherrin Indian Tribe's laws, policies, and procedures.
33. Prospective contractors shall be subject to the appropriate checks, reviews, and references.
34. All procurements shall be examined to ensure compliance with stated requirements.
35. Contractors/suppliers shall be continually monitored and evaluated.

### **Contractual Disputes**

36. All contracts must clarify how a related dispute shall be resolved.
37. Any dispute arising out of a contract must be dealt with in a just, prompt, and cost-effective manner and ultimately be resolved according to the terms of the contract.

## **Privacy and Records Management**

38. Employees, councilors, or any other persons involved in the procurement process on behalf of the Meherrin Indian Tribe must not divulge any information respecting the procurement, unless the information is available to the general public, that could:
  - i) Impair the Meherrin Indian Tribe's negotiating position; or
  - ii) Benefit one contractor at the expense of another.
39. Proper records shall be made and retained by the Meherrin Indian Tribe regarding the procurement of goods and services, in accordance with pertinent records management requirements.

## **Procedures: Procurement**

### **Roles and Responsibilities**

40. The responsibilities of Council include ensuring effective control over the procurement of goods and services by the Meherrin Indian Tribe through documented policies and procedures.
41. The responsibilities of the Tribal Administrator include:
  - i) Ensuring the Meherrin Indian Tribe's procurement practices obtain the best value for its money and are fair, open, and accountable;
  - ii) Providing procurement opportunities to its members and businesses owned by its members, and then to the general Native American community, subject to qualifications;
  - iii) Ensuring the Meherrin Indian Tribe implements green procurement practices; and
  - iv) Communicating and interpreting procurement related policies, procedures and directions to all pertinent parties.
42. The responsibilities of the Controller include:
  - i) Developing, documenting, and maintaining policies and procedures relating to the procurement process for goods and services;
  - ii) Assisting in the selection, evaluation, and monitoring of contractors and suppliers;
  - iii) Managing and monitoring expenditures and identifying and reporting on budget variances; and
  - iv) Ensuring that employees involved in the procurement process and related activities receive appropriate guidance and assistance in the performance of their duties.

43. The responsibilities of the Finance Department include:
- i) Developing and maintaining standard solicitation documents for tender calls/request for tenders, Requests for Proposals (RFPs), contracts, purchase orders (POs), etc.;
  - ii) Reviewing and, if appropriate, approving any feasible or necessary changes to the standard contract template/formats or terms and conditions; and
  - iii) Providing procurement related advice.
44. The responsibilities of department managers include:
- i) Ensuring all procurement by their department obtains the best value for the money;
  - ii) Providing procurement opportunities first to the Meherrin Indian Tribe's members/businesses, and secondly to the general Native American community, subject to qualifications;
  - iii) Utilizing green procurement practices wherever possible;
  - iv) Preparing all solicitation documentation and contracts required for the procurement needs of their department using the prescribed standard formats;
  - v) Developing the selection criteria and comprising a team of qualified employees and managers to select the successful bidder for contracts they have tendered;
  - vi) Summarizing outcomes of tendering process and selecting the successful contractor;
  - vii) Preparing the contract and obtaining all the necessary reviews and sign-offs;
  - viii) Resolving any incidences of non-compliance by the contractor with the contract;
  - ix) Ensuring their employees are made aware of their procurement related responsibilities, as applicable, through their job descriptions and training; and
  - x) Reporting any instances of non-compliance with the Meherrin Indian Tribe's procurement related policies and procedures to the Controller.

#### **Budget, Approval and Documentation**

45. Goods and services purchased by Meherrin Indian Tribe shall be charged to the proper budget appropriations and accounts, as per the Meherrin Indian Tribe's annual budget.
46. All procurements shall be approved in writing by the respective authority for the budget to which the related expenditure is to be charged.
47. Managers must have the appropriate authority and funding to complete a procurement project prior to soliciting proposals, awarding a contract, or contracting for any goods and services.
48. For each procurement undertaken by the Meherrin Indian Tribe, the employees responsible shall ensure that the procurement:

- i) Documents (e.g. requisitions, POs, tender call/request for tenders, RFPs, etc.) clearly indicate on their face the details of the goods and services being requested;
- ii) Includes documented expenditure limits, as applicable;
- iii) Documents the required approvals, and budget appropriations and accounts from which certain good or services may or must be purchased; and
- iv) Includes effective monitoring controls to ensure identification and reporting of any spending overruns.

#### **Procurement Value Thresholds - Appendix A**

- 49. Goods and services listed under the 'low', 'moderate' or 'high' value threshold in Appendix A (attached to these Procedures) can be procured by the respective employees noted in the Appendix as being responsible for low, moderate, or high value purchases using the respective process outlined within.
- 50. The respective employees noted in Appendix A and discussed in the above section shall ensure that goods or services selected are the best value for the Meherrin Indian Tribe, and sign the corresponding invoice(s) indicating the goods or services were received under the terms of the related agreement between the Meherrin Indian Tribe and the vendor.

#### **Procurement of Moderate Value Goods and Services**

- 51. Where practical, informal quotes shall be obtained through advertisements, direct solicitations to contractors/suppliers and other methods in an effort to compare prices and select the best option for the Meherrin Indian Tribe.

#### **Procurement of High Value Goods and Services**

- 52. Goods and services classified as high value according to Appendix A shall be procured by Cowichan Tribes through a competitive tendering process utilizing either tender call/request for tenders, or a RFP process.
- 53. A tender call/request for tenders, or a RFP, shall include the following, as applicable:
  - i) Date by which proposals are due;
  - ii) Background to the requirement (e.g., context, challenges);
  - iii) Specific requirements of the proposal including any requirements set out in the Meherrin Indian Tribe's policy for the management of capital projects (e.g. course of construction insurance, performance guarantees and bonding, etc.);
  - iv) Qualifications of ideal supplier (e.g. track record, experience, integrated services);
  - v) Criteria and weighting (if applicable) by which proposals will be assessed;



- vi) Planned contract award date;
  - vii) Process for answering related questions and sharing the responses with others;
  - viii) Caveat providing the Meherrin Indian Tribe with the right to pick any proposal or none; and
  - ix) A checklist of other special terms and conditions (e.g., maximum price expected, delivery dates or constraints) that would be critical for an organization to build into their response to meet the needs of the Meherrin Indian Tribe.
54. The Tribal Administrator or delegate, and any required staff and/or councilors possessing relevant expertise, shall form a review panel and compare the proposals received as a result of the above procurement against the pre-determined selection criteria discussed in subsection (v) above. The review panel shall provide the Tribal Administrator with a recommended course of action.
55. Exceptions to the requirements of section 52 above (i.e. sole sourcing) shall be rare, documented and limited to the following situations:
- i) No bids were received during the tender call/request for tenders, or RFP process;
  - ii) The contract is with a Meherrin Indian Tribe owned entity or related body;
  - iii) An unforeseeable emergency exists and the goods or services could not be obtained in time by means of a competitive process. This shall be limited to emergency situations where a delay in procuring would result in a significant loss or damage, or significant health and safety issues, to the Meherrin Indian Tribe or its assets;
  - iv) It can be strictly proven that only one contractor is qualified, or is available, to provide the goods and services;
  - v) A competitive process would interfere with the Meherrin Indian Tribe's ability to maintain security or order or to protect human, animal or plant life or health; or
  - vi) The acquisition is confidential or privileged and disclosure through an open process could reasonably be expected to compromise confidentiality, cause economic disruption or be contrary to the interests of the Meherrin Indian Tribe and its members.

### **Contracts**

56. After a successful contractor/supplier been selected, and both parties agree to all terms and conditions as set out in the tender and the suppliers bid, a contract shall be entered in to and signed by the respective parties.
57. Contracts must be in writing, appropriately authorized, fully signed, and delivered to all the parties involved before the commencement of any work, service, or provision of goods (or, in the case of an emergency, as soon as possible thereafter).

## Standard Formats and Content for Solicitation Documents

58. The standard formats for solicitation documents that are available from the Finance Department must be used for procurement relating to tender call/request for tenders, RFPs, PO's, contracts, requisitions, etc. Only current versions of the respective standard solicitation documents may be used.
59. Prior written approval of the Finance Department and the Meherrin Indian Tribe's legal counsel is required for any changes to the standard contract template or terms and conditions.
60. If the approved contract template is not appropriate, an alternative contract template may be developed provided the template is prepared by, or with advice from, the Finance Department and/or legal counsel and meets all their requirements.
61. The Meherrin Indian Tribe may accept the use of contractors own standard contract forms, but the forms must meet the Meherrin Indian Tribe's requirements and must first be reviewed and approved in writing by the Finance Department and, where appropriate, legal counsel.
62. Where an alternative contract template or a contractor's form contains an indemnity of the contractor by the Meherrin Indian Tribe, the indemnity must be appropriately authorized and be in accordance with the Meherrin Indian Tribe's Guarantees and Indemnities Policy and Procedures before an alternative contract template or a contractor's form may be used.
63. Contracts must be made in the contractor's legal name and shall clearly state all the requirements and responsibilities of both parties, and the desired outcomes.
64. The respective department manager and Controller must ensure that the contractor's agent or broker completes and signs all insurance related documents, in compliance with the insurance requirements of the contract.
65. Approved contract forms vary and can typically include forms such as a:
  - i) Contractor Bid Evaluation form;
  - ii) Contract form (or the actual contract);
  - iii) Contract Authorization form;
  - iv) Contract Amendment form; and/or
  - v) Contractor Assessment form.
66. All contracts, as a minimum shall contain clauses that clearly spell out such things as:
  - i) Scope of Service (services to be provided);
  - ii) Specific Deliverables;
  - iii) Timelines (all key deadlines, and completion or delivery dates);
  - iv) Budget;
  - v) Payment Terms - amount to be paid and when (i.e. progress payments);

- vi) Holdbacks, if any;
  - vii) Reporting requirements;
  - viii) Non-Performance;
  - ix) Termination;
  - x) Copyright;
  - xi) Confidentiality of Work; and
  - xii) Other important key terms or conditions.
67. All contracts shall have mandatory clauses that state the contractor(s) must:
- i) Act in accordance with the Meherrin Indian Tribe's laws, policies and procedures;
  - ii) Be responsible for paying all applicable income and other taxes; and
  - iii) Avoid conflicts of interests.

#### **Employer-Employee Relationship**

68. The Meherrin Indian Tribe shall not enter into a contract that would have the effect of creating an employer-employee relationship between the contractor and the Meherrin Indian Tribe.
69. Every contractor engaged by the Meherrin Indian Tribe must be independent and operating at arm's length from the Meherrin Indian Tribe.
70. To avoid an employer-employee relationship and the related financial liabilities, the Meherrin Indian Tribe must ensure that a contractor is not:
- i) Provided with an office by the Meherrin Indian Tribe;
  - ii) Provided with Meherrin Indian Tribe's assets (e.g. cell phone, computers, etc.) or funds to acquire assets, where doing so could be viewed as a business subsidy or would create an employer-employee relationship;
  - iii) Occupying an ongoing organizational position, or take the place of work normally conducted by employees or councilors;
  - iv) On Meherrin Tribe's payroll;
  - v) Subject to the daily direction of, or have their hours of work determined by, a Meherrin Tribe's employee or councilor; or
  - vi) Subject to the requirement for, or have, a time sheet signed by an employee or councilor.

### **Conflict of Interest**

71. An employee or councilor must not participate in a contracting decision if the contract involves a direct relative, a person married to a direct relative, or a person sharing the same household as the employee. A direct relative means a spouse, parent, grandparent, grandchild, brother, sister, son, or daughter.
72. An employee or councilor, who is exposed to an actual, perceived, or potential conflict of interest in relation to an actual or proposed solicitation must immediately disclose the matter to their supervisor or to Council, as applicable, and thereafter refrain from taking part in the discussion or participating in the awarding of the contract.
73. Any suspected conflicts of interest must be reported, investigated, and resolved as per applicable Meherin Indian Tribe's laws policies and procedures.

### **Splitting of Procurement to Bypass Limits and Authority Requirements.**

74. The purchasing limits of an expense authority must not be circumvented through use of two (2) or more POs to commit funds for the purchase of any one (1) item or service.
75. Contract splitting is not allowed. Contract splitting refers to the dividing of a total contract requirement into one or more smaller contracts in order to avoid the contract authority guidelines set forth in this or any other Meherrin Indian Tribe's policy or procedure.

### **Ongoing Contractor/Supplier Monitoring, Evaluation and Reporting**

76. Department managers, where practical and depending on the size of the contract, must undertake measures to conduct appropriate due diligence on prospective contractors such as, but not limited to: credit and background checks; business reference checks; and identification of shareholders, directors, and officers of the company.
77. For every contract, the Meherrin Indian Tribe must clearly establish the outputs and outcomes required, together with their quality and quantity, against which the performance of the contractor can be monitored throughout the duration of the contract.
78. Performance evaluation shall be tailored to job size and complexity. A review of both the project quality and the service quality shall be conducted using a standard set of criteria and applying weight factors.
79. As a contract assignment progresses, the respective department manager must ensure the timely, consistent, and ongoing monitoring of the quality of the work and the working relationship with the contractor, in accordance with the terms and conditions of the contract. Any issues shall be noted on file and resolved by the department manager.

80. The Controller shall review procurement encumbrances monthly, note and investigate any over budget commitments, and report any procurement activity that exceeds the respective budget by a significant amount to the Tribal Administrator.

### **Deficient Performance and Breach**

81. Goods and services procured by the Meherrin Indian Tribe shall be examined or reviewed, as appropriate, to determine their suitability and compliance with any contract or purchase specifications.
82. Where a contractor deviates from the terms and conditions of a contract, the respective department manager must immediately take one (1) or more of the following steps:
- Step 1: Notify the contractor in writing of the deficiency and arrange to discuss the problem. The discussions could result in an agreement to amend the terms of the contract;
  - Step 2: Issue a notice to comply if the contractor persists in deviating from the terms and conditions of the contract;
  - Step 3: Issue a stop work order if contractor ignores the notice to comply; and/or
  - Step 4: Terminate the contract, subject to the advice of the Meherrin Indian Tribe's Finance Department, contract specialist, and/or legal counsel.
83. If a deficiency or breach by a contractor creates an undesired risk, the Meherrin Indian Tribe must promptly proceed to Step 2 (issue notice to comply), or to Step 4 (terminate the contract).

### **Contract Modifications/Amendments and Renewals**

84. Whenever a contract is to be modified, department managers must use the standard 'Contract Amendment Form', available through the Finance Department, unless the Meherrin Indian Tribe's legal counsel approves an alternative modification process or form.
85. The justification for all contract amendments must be documented in the contract file.
86. Modifications to a contract must be in writing and signed by both parties.
87. A contract amendment to extend the term for a reasonable period of time is allowable when an unforeseen event has delayed the delivery of specific contract outputs.
88. Contract modifications must be properly authorized in accordance with this Policy and Procedures. Expense authority approval must reflect the total cumulative dollar value of the contract and not just the dollar value of the contract amendment.
89. Annual or multi-year contract renewals are only allowed when the potential for renewal, including a limit on the number of such renewals, has been explicitly incorporated in the original solicitation documents. Otherwise the contract must go through a competitive tender process.

## **Pricing and Payment**

90. Every contract must have a firm contract ceiling price (exclusive of taxes). Where a firm contract ceiling price is not possible, a unit price must be predetermined and the Meherrin Indian Tribe must have control over the number of units of service provided.
91. Fixed price contracts are permitted for service contracts if the scope of the work can be clearly defined in advance.
92. A contract cannot include a cost overrun clause. If a cost overrun is unavoidable, the overrun must be justified and authorized in advance using a Contract Amendment Form.
93. All contract quotations must exclude taxes.
94. A holdback of final payment, or amount(s) as determined by the respective department manager, shall be provided for in the contract and shall not be released to a contractor until all work is certified as complete and satisfactory by the department manager.

## **Professional Fees and Advances**

95. Each contract must clearly set out what the Meherrin Indian Tribe will be paying for (e.g. professional fees, travel, etc.) and establish the respective maximum amounts.
96. Professional fees shall only be paid upon receipt of a written invoice signed by the contractor and a previously agreed upon deliverable (e.g. report, activity report, etc.).
97. Subject to sections 98 and 99 below, a contract advance (or payments in advance) can be provided to the contractor if the advance is specifically provided for in the agreed to contract.
98. A contract advance may only be provided where the contractor is a:
  - i) Sole proprietor and requires funds to commence the requested project; or
  - ii) Small firm that requires financial assistance to commence the project.
99. If a contract provides for advances, it must specify:
  - i) How the advances are to be deemed to be earned; or
  - ii) If the services are not rendered, how the advances are to be repaid; and
  - iii) The interest rate, if any, that is applicable.

### **Contract Disputes and Privacy of Contract Information**

100. All contracts must contain a clause that sets out how a dispute between parties to the contract shall be resolved.
101. Contracts must also contain a clause(s) which provides for the privacy of the information respecting the related procurement process.

### **Records Management**

102. The Meherrin Indian Tribe shall make proper records respecting the procurement of goods and services, and ensure that all related records and documents are maintained in a safe and confidential manner in accordance with Meherrin Indian Tribe's Financial Records Management Policy and Procedures, including records and documents respecting:
  - i) Each procurement activity undertaken by the Meherrin Indian Tribe (i.e., related solicitation documents, contracts, selection criteria, etc.);
  - ii) The examinations or reviews of the goods or services procured;
  - iii) Issues (i.e. deficiency) with the procurement process, contractor, or contract deliverables and the steps taken to manage and/or resolve the issue(s);
  - iv) Justification for any contract amendments, and renewals;
  - v) The required approvals, budget appropriations and accounts, and procurement expenditure limits, as applicable, for the respective procurement;
  - vi) The analysis of costs and benefits relating to moderate or high value purchases;
  - vii) Any exceptions to the procurement process;
  - viii) Approval of the Finance Department and legal counsel for any changes to the standard contract template/formats or terms and conditions;
  - ix) Procurement activities that exceed the associated budget or approvals; and
  - x) All insurance related documents respecting the procurement, as applicable.

APPENDIX A:  
Purchasing Approval Limits

Purchase Values	Process to be Followed	Who is Responsible
Less than \$5,000	Low Value	Department Manager, Tribal Administrator,
\$5,000 to less than \$50,000	Moderate Value: Informal Quotation (i.e., written estimate from at least 3 different suppliers)	Department Manager, Tribal Administrator, Tribal Chairman, and Council pre-approval
\$50,000 or greater	High Value: Tender Call / Request for Proposal	Department Manager, Tribal Administrator, Tribal Chairman, Council, and General Body pre-approval