

PURCHASING TRAINING

KANSAS STATE UNIVERSITY
PURCHASING OFFICE
21 ANDERSON HALL
919 MID-CAMPUS DR. NORTH
MANHATTAN, KS 66506
PHONE: 785-532-6214
FAX: 785-532-5577
Email: kspurch@k-state.edu
Website: <http://www.k-state.edu/finsvcs/purchasing/>

12/11/2015

WELCOME TO PURCHASING!



12/11/2015

PURCHASING STAFF



- ❖ Carla Bishop, Director
- ❖ Cathy Oehm, Asst. Director
- ❖ Julie Wilburn
- ❖ Joyce Polson
- ❖ Kristin Copeland

12/11/2015

PURCHASING ASSISTANCE

Purchasing provides help with

1. Uphold University policies and procedures
2. Mitigating risks
3. Creating efficiencies
4. Purchasing expertise and experience
5. Sourcing assistance
6. Stretching University dollars

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TOPICS

- A. What are the rules?
- B. What are my purchasing tools?
- C. When do I use each one?
- D. How can I get more help?

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GOVT PURCHASING FUNDAMENTALS

- A. Competition
- B. Impartiality
- C. Maximizing Tax Dollars
- D. Openness

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RULES: STATE OF KANSAS STATUTES

- A. KSA 76-769 = Board of Regents Authority
- B. KSA 75-3317 to 75-3322 = Persons with Disabilities Act
- C. KSA 45-216 = Open Records Act
- D. KSA 75-6403 = Prompt Payment Act
- E. KSA 76-721 & 76-725 = Authority to Contract

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RULES: WHERE TO BUY?

- A. State Use Catalog (Mandatory)
(www.kssstateuse.org)
- B. Contracts
(www.ksu.edu/policies/ppm/6312.html)
- C. Other State Agencies
-Kansas Correctional Industries

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RULES: WHERE TO BUY? (CONT'D)

- D. Other KSU Departments
 1. University Printing (Waiver Required)
 2. Facilities (Building & Grounds) (Waiver Required)
 3. Telecommunications (Waiver Required)
 4. Union Computer Store (Apple dealer)
 5. Storerooms (Chemistry, Facilities, etc.)
- E. Go Out for Bid

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RULES: WHAT ARE THE LIMITS?

- A. Local Authority – Under \$5000 (TOTAL!)
- B. KSU Purchasing – Unlimited
- C. Board of Regents – Unlimited

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TOOLS: HOW TO BUY?

- A. Available from previously mentioned sources
Place order directly, regardless of dollar amount.
- B. Under \$5000? Proceed with order.
- C. \$5000 or more and not available from approved sources? Send Purchase Requisition to Purchasing to begin bid process.

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HOW TO GET STARTED: WHAT WE NEED DEPTS TO DO

- A. Purchase Requisition, signed
 1. Specifications electronically via E-forms
 2. List of potential vendors:
 - *contact person
 - *phone number
 - *fax number
 - *e-mail
 3. Submit to kspurch@k-state.edu

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HOW TO GET STARTED: WHAT PURCHASING WILL DO

- A. Review Specifications
- B. Order or Contract
- C. Delivery
- D. Trade-in? Need Disposition of Property form

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KSU PURCHASING PROCEDURES

A. Request for Quotations (RFQ)

1. RFQ's can be viewed at the following website:
<https://dfs.ksu.edu/rfq/>
2. Departments should review RFQs for errors
3. Amendments to the RFQ

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KSU PURCHASING PROCEDURES

- B. File sent to department for review.
- C. Recommendation Received
 1. Document reasons for rejecting Low Bids
 2. Delivery
 3. Funding
- D. Purchase Order or Contract established
- E. Do Not Pay in Advance

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KSU PURCHASING PROCEDURES

- F. Product received in good condition.
If there is any damage to the package or crate, **DO NOT** accept shipment
- G. Problems Occur
 1. Contact vendor first
 2. Written Complaint
 3. KSU error? Restocking fee & freight.
- H. Vendor Protest? Purchasing will be in touch.

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HOW TO LEASE PROPERTY

- A. Unoccupied Space; e.g. land, storage
- B. Occupied Space; e.g. office, housing
 1. 10,000 square feet
 2. 24 month commitment
- C. American Disabilities Act
- D. Tax Clearance
- E. Energy Audit

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REAL ESTATE LEASE AGREEMENT

NOTICE TO LESSOR AND LESSEE: PURSUANT TO THE REQUIREMENTS OF K.S.A. 55-3700, 3709 (1) and 3743, as amended, NO LEASE AGREEMENT IS EFFECTIVE NOR MAY EXPENDITURES BE MADE UNTIL THE AGREEMENT HAS BEEN SIGNED AND THE REQUIRED APPROVALS OBTAINED HERETO. Clauses printed in this contract are considered mandatory and may only be supplemented by a special provision approved by the Department of Administration.

CONTRACT PARTIES

LESSOR (First Party or 1st Party)

Contact Person: _____
 LESSOR NAME: _____
 Address: _____ City: _____
 State: _____ Zip Code: _____
 Telephone: _____ Fax: _____
 Email Address: _____
 Type of Firm: Individual Partnership Corporation Government L.L.C.
 Taxpayer Identification No.: _____

LESSEE (Second Party or 2nd Party)

Contact Person: _____
 LESSEE NAME: _____
 Address: _____ City: _____
 State: _____ Zip Code: _____
 Email Address: _____
 Telephone: _____ Fax: _____

Leased Property Description: _____
 Street Address: _____ City: _____
 County: _____ State: _____ Zip Code: _____

WITNESSETH that First Party, in consideration of the sum, covenants and agreements of Second Party, hereinafter set forth, does let, lease and rent to Second Party the above described property.

SPECIAL APPROVAL

- A. Prior Authorization Form
 1. Sole Source, Emergency, Special Situation
 2. Supporting Documentation
 3. In Doubt? Bid It
- B. Reported

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KANSAS STATE UNIVERSITY
PURCHASING OFFICE
21 ANDERSON HALL
MANHATTAN, KS 66506
PHONE: 785-532-6114
FAX: 785-532-6177
KSTATE@KSU.EDU

OFFICE HOURS
REGISTRATION NO.
PROJECT NO.
OFFICE SYMBOL
OFFICE NUMBER

PRIOR AUTHORIZATION FORM

Application in the amount of \$ _____ is requested from
Vendor:
Address:
Vendor Contract Item # Number: _____

Is/Has the vendor ever been an employee of Kansas State University? Yes ___ No ___
If yes, please explain nature of employment and period of service: _____

Existing/Current Contract # _____
Is there a copy of the vendor's quote and/or proposed agreement?
Proposed Item of Contract (if applicable): _____
Description of Material or Service (give details): _____

Reason for Exception (provide details): _____

Describe the research completed to assure that no competition exists (including a list of vendors who are unable to provide the goods or services): _____

Has your department purchased from the vendor during the past 12 months? Yes ___ No ___

College/Department Name _____
Authorized Signatory _____ (Name)
(Please Print & Title) _____
Signature Authority _____
Signature _____ Date: _____

Approval: _____ (Signature & Title) Date: _____

LEGAL CONTRACT

1. Capacity
2. Legality
3. Consideration
4. Mutual Agreement

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LEGAL FORMS

1. Board of Regents Letter
2. Departmental Signature Authority
3. Office of General Counsel Checklist
4. DA-146a
5. **DO NOT SIGN ANYTHING! Only a handful of people are authorized by the President to sign**

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KANSAS STATE UNIVERSITY Office of the President

August 18, 2013

Adam Miller,
General Counsel
Kansas Board of Regents
1224 S. W. Jackson, Suite 303
Topeka, KS 66612-1105

Re: Delegation of Signature Authority for Kansas University

Dear Adam,

In accordance with Chapter 11, Section 1919 of the Kansas Statutes of Permanent Public Affairs, please advise the following signatory delegates for the execution of contracts on behalf of the University. I have authorized the following delegates to have contracting authority for the University:

Clay A. Bostinger, Vice President for Administration and Finance
Eric M. Williams, Assistant Vice President of Financial Services
James A. Clark, Director of Financial Operations
April Malone, Sr. Vice President of Person
Terry Davis, Vice President for Research

I have authorized the following delegates to have limited contracting authority for all approved/unapproved contracts, contracts and public works and contract research and related activity in most departments, schools, grants, contracts, management agreements, material purchase agreements, confidentiality agreements, and the like:

Paul R. Lowe, Assistant Vice President/Deputy

I have also authorized the following delegates to have limited contracting authority in the respective areas:

David Johnson, Director, Housing and Dining Services—housing, social and education contracts only
Sue Korte, Trust, Student Campus Activities and non-credit programs only
Jeff Wolfe, Director, Global Campus—academic and non-credit programs only
Lori Gresh, Dean, State Library—library materials and financing of non-educational
Roberta Johnson, Sr. Director, Acquisition and IT Services, State Library—library materials and financing of these materials
Dale Ralston, Purchasing Director—purchase of goods and services only
Julie Hill, Director of Administration—state library materials regarding web domain contracts

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Purchasing Signature Authority

Div. of Financial Services / Purchasing Office New Form
21 Anderson Hall Add to Existing Authorities
Kansas State University Replace all Existing Authorities
Manhattan, KS 66506
www.ksu.edu/purchasing
785-532-6114

Department Head: _____
Department: _____

This form certifies that as of _____ (date), this department recognizes the following individuals as approved signatories for purchasing documents, including requisitions, prior authorization requests, purchase orders, agreements, and contracts as allowed by State of Kansas and Kansas State University policies and procedures:
If signing for department head as a proxy, sign stamp department head's name and initial next to it. Print proxy's name as "Printed Name".

Signature _____	Printed Name _____	Position / Title _____
Signature _____	Printed Name _____	Position / Title _____
Signature _____	Printed Name _____	Position / Title _____
Signature _____	Printed Name _____	Position / Title _____
Signature _____	Printed Name _____	Position / Title _____

Signature of Dept Head or Dean _____ Printed Name of Dept Head or Dean _____

By signing this form I agree that I will attach the State of Kansas Contractual Provisions attachment (form DA-146a) listing this and University terms and conditions to contracts under my authority and will forward the set of forms to the K-State's General Counsel for review prior to contract approval.

12/11/2015 Rev. Aug 2013

K-State OIG Contract Review Checklist (Rev. 06/2015)
(must be completed and attached to contract before submitting contract for review)

Does the contract involve a sponsored project as described in PPS (chapter 700) 015? (Y or N) If yes, **STOP HERE**, and submit the contract for processing through Pre-Award Services.

Does the contract involve the expenditure of funds? (Y or N) If yes, has it been prepared in accordance with Purchasing procedures (PPS chapter 010)? (Y or N) If no, **STOP HERE** and contact the Purchasing Office at 2-4214 for assistance.

Place to submitting contract to Purchasing or Office of General Counsel for review, please verify that the following steps have been taken:

- ...all applicable templates to being used, or ...there is no applicable template.
- ...all end-user parts have been removed or strikethru (for example, exhibits or addenda that do not apply).
- ...if contract is a renewal or new version of an existing or previous contract, the existing or previous version is attached for reference.
- ...University signature on the contract is an authorized signatory listed on President's letter to KSCOR.
- ...contract has been reviewed in detail by the submitting unit from a business perspective
 - for benefit to University
 - for University's ability to comply with obligations
 - for appropriateness, ambiguity and negotiability of all terms and conditions, including, for example, acceptable termination provisions.
- ...any terms allowing use of University's name, logo or other marks have been approved in writing by the University Director of Learning and such approval is attached.
- ...all parts of contract (including all attachments and all agreement incorporated by reference, such as exhibits, addenda, related license agreements, and DSA-1 file) are attached.
- ...current version of DSA-1 file (Rev. 06-12) is being used.
- ...DSA-1 file is properly referenced in the main contract.
- ...DSA-1 file has been approved (and has been or will be initialed or signed) by your unit.

I certify that the above steps have been taken:

_____(signature) _____ email _____
 _____ (name and title) _____ phone _____
 _____ (date) _____

Notes: _____

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Contract # _____

State of Kansas
Department of Administration
Date: 06/16/2015

CONTRACT/STATE PROCUREMENT ATTACHMENT

Important: This form contains mandatory contract provisions and must be attached to an electronically or a hard-copy of any contract agreement. It is a requirement of the contract award process. Please ensure that the form has been fully completed before the contract is awarded.

The parties agree that the following provisions are hereby incorporated into the contract to which it is attached and made a part thereof.

1. State Policy on Contracting: The State of Kansas is committed to the highest quality of contract administration and to the most efficient and effective use of public funds.

2. Kansas Law and Usage: The contract shall be subject to, and construed according to, the laws of the State of Kansas, and the contract shall be governed by the Uniform Commercial Code as adopted in Kansas.

3. Assignment of Contract: The contract shall be assigned to, and performed by, the State of Kansas, and the contractor shall not be permitted to assign the contract to any other party.

4. Assignment of Contract: The contractor agrees to assign to the State of Kansas all rights in and to the contract, including all intellectual property rights, and to grant the State of Kansas the right to use the contractor's name and logo in connection with the contract.

5. Assignment of Contract: The contractor agrees to assign to the State of Kansas all rights in and to the contract, including all intellectual property rights, and to grant the State of Kansas the right to use the contractor's name and logo in connection with the contract.

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TYPES OF CONTRACTS

- A. IFB/RFP
- B. Professional speakers
- C. Consultants
- D. Software
- E. Maintenance
- F. Leases / Rentals
- G. Revenue

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SERVICES

- A. Approvals & Waivers
- B. Sales & Use Tax
- C. Insurance
- D. Vehicles & Motorpool
- E. Trademark Licensing
- F. Audit
- G. Governmental / Higher Ed Buyers
- H. Vendor Information

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SERVICES (CONT'D)

- I. Purchasing Listserv (purch@listserv.ksu.edu)
- J. Purchasing Post
- K. Website
- L. Financial Services
 - 1. Sponsored Programs
 - 2. Accounts Payable & Asset Management
 - 3. Fund Balancing
 - 4. Financial Reporting

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SERVICES FORMS

- 1. Insurance Letter
- 2. Tax Exemption
- 3. Vehicles

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GRANT ISSUES

- A. Prior Authorization
- B. Excluded Parties List System
- C. Disadvantaged Business Enterprises (DBE)
 - 1. Small Business
 - 2. Minority Business Enterprises
 - 3. Women Business Enterprises
- D. American Made
- E. Coming Soon: Some grants will require competitive bids started at \$3000 and that at least 3 bids are solicited

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WHERE TO FIND OUR FORMS:

<http://www.k-state.edu/finsvcs/purchasing/forms.html>

- *Complaint to Vendor
- *Contract - Lecturers, Speakers, or Entertainers
- *Contract - Memorandum of Agreement
- *Contractual Provisions Attachment, DA-146a
- *Phone Bid Tabulation Spreadsheet
- *Prior Authorization (Word Document)
- *Prior Authorization (PDF)
- *Purchasing Cover Sheet (Available on eForms Only)
- *Purchase Order (Available on eForms Only)
- *Purchase Requisition (Available on eForms Only)
- *Real Estate ADA Checklist
- *Real Estate ADA Waiver Accessibility
- *Real Estate Lease Agreement
- *Real Estate Lease Amendment
- *Real Estate Occupancy Expense Worksheet
- *Sales and Use Tax Kansas Exemption Certificate (Available on eForms Only)
- *Sales Tax Information - All Other States
- *Signature Authority, Dept Purchase/Contract
- *Automobile Loss Notice
- *Motor Vehicle Request (VPAF)

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WHERE TO FIND OUR FORMS:

<https://dfs.ksu.edu/eforms>

- *Purchase Cover Sheet
- *Purchase Order
- *Purchase Requisition
- *Sales and Use Tax Kansas Exemption Certificate

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RECAP

- A. State Use Catalog
- B. KSU Approved Contracts
- C. \$5000 or more, not on contract, contact Purchasing
- D. University Policy / Board of Regents / State of Kansas

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WE ARE NOT BOB, WE ARE HERE TO HELP!

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QUESTIONS?

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