

PURCHASING TRAINING

**KANSAS STATE UNIVERSITY
DIVISION OF FINANCIAL SERVICES
PURCHASING OFFICE
UNGER COMPLEX
2323 ANDERSON AVENUE, SUITE 500
MANHATTAN, KS 66502
PHONE: 785-532-6214
FAX: 785-532-5577
Email: kspurch@k-state.edu
Website: <http://www.k-state.edu/finsvcs/purchasing/>**

9/4/2018

PURCHASING SERVICES

Purchasing

- 1. Uphold University policies and procedures**
- 2. Mitigate risks**
- 3. Create efficiencies**
- 4. Provide expertise and experience**
- 5. Assist in Sourcing**
- 6. Help stretch University dollars**

9/4/2018

WHERE TO BUY

- A. State Use Catalog (Mandatory)
(www.ksstateuse.org)
- B. Contracts – University approved
(<http://www.k-state.edu/finsvcs/purchasing/contract.html>)
- C. Other KSU Departments
 1. University Printing
 2. Facilities – Buildings & Ground
 3. Information Technology – Hardware, Software, Network, Phone
 4. K-State Campus Store (Apple dealer)
 5. Storerooms (Chemistry, Facilities, etc.)

9/4/2018

WHERE TO BUY (CONT'D)

- D. Other State Agencies
 - Kansas Correctional Industries
 - <http://www.kancorind.com>
- E. K-State Surplus Property
 - <https://dfs.ksu.edu/surplus/>
- F. State Surplus Property
 - <https://www.admin.ks.gov/offices/surplus-property/state-surplus>
- G. Go Out for Bid

9/4/2018

HOW TO BUY

- A. Available from previously mentioned sources
Place order directly, regardless of dollar amount.
- B. If Under \$10,000 (Total Cost Commitment) -
Proceed with order.
- C. If \$10,000 or more and not available from K-State
approved sources - Send Purchase Requisition to
Purchasing to begin bid process.

9/4/2018

HOW TO GET STARTED

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

9/4/2018

(Rev. 2/2012) **KANSAS STATE UNIVERSITY**
PURCHASE REQUISITION

Document Date: 1/9/2017 Effective Date: 1/9/2017 Agency No. 347 30. No. Current Document No. **1641014**

Seq.	Dept.	Fund.	FY	Body Unit	SL	Program	Acct	Amount	Project	Award	Source	Obj.	Object	
01														
02														
03														
04														
05														
								Total:						\$0.00

Mail Invoice to: Kansas State University
Dept. _____
Address: _____
Contact: _____
Ship To: _____


DEPT CERTIFICATION:
I certify that unexpended funds are available to cover this purchase requisition and that the items listed are required for the function of this department.

Proc. Off: _____
Requisition No: **UChoose**
Dept. Contact: _____
Email: _____
Phone: _____
Department Authorized Signature: _____
Date: _____

Requested Quantity	Unit	Description of Material or Service	Estimate	
			Unit Price	Amount
			Document Total	\$0.00

SUGGESTED VENDORS (last, Contact, Phone, Fax & Email)

1 Company 1 John Doe 785-111-2222 john.doe@company1.com	2 Company 2 Jane Doe 785-111-3333 jane.doe@company2.com	3 Company 3 Kiddle Doe 785-111-4444 kiddle.doe@company3.com
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WHAT HAPPENS IN PURCHASING

- A. Review Specifications
- B. Check for support documents
(i.e. waivers, disposition of property, minute number, etc.)
- C. Pre-bid meeting if needed
- D. Order or Contract
- E. Delivery
(i.e. date needed by, loading docks, lift needed, etc.)

9/4/2018

KSU PURCHASING PROCEDURES

- A. Solicitations (RFQ, IFB, RFP)**
 - 1. Solicitations can be viewed at:
<https://dfs.ksu.edu/rfq/>
 - 2. Departments should review for errors
 - 3. Amendments to the Solicitations

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KSU PURCHASING PROCEDURES

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

9/4/2018

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.**

9/4/2018

SPECIAL APPROVAL

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

9/4/2018

KANSAS STATE UNIVERSITY PURCHASING OFFICE 233 ANKERSON AVE., SUITE 500 MANHATTAN, KS 66502 Phone: 785-532-6214 Fax: 785-532-5577 ksproc@k-state.edu	COLLEGE/DEPT.: _____ ORGANIZATION NO.: _____ PROJECT NO.: _____ CONTACT PERSON: _____ TELEPHONE: _____ E-MAIL ADDRESS: _____
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PRIOR AUTHORIZATION FORM

Acquisition in the amount of \$ _____ is requested from
Vendor: _____
Address: _____
Vendor Contact Name & 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 # _____
Attach a copy of the vendor's quote and/or proposed agreement.
Proposed Term of Contract (if applicable): _____

Description of Material or Service (give details): _____

Reason for Exception (provide details): _____

Describe the research completed to ensure 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 Signature: _____
(Print Name & Title) _____ (Date) _____
.....

K-STATE PURCHASING USE ONLY

Approval: _____ Date: _____
(Signature & Title)

(Revision 10/2014)



MAKINGS OF A CONTRACT

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

9/4/2018

July 12, 2018

Julene Miller
General Counsel
Kansas Board of Regents
1000 S. W. Jackson, Suite 520
Topeka, KS 66612-1368

Re: Delegation of Signature Authority for K-State Contracts

Dear Julene,

In accordance with Chapter II(D), Section 11(iv) of the Kansas Board of Regents Policy Manual, please update the authorized signature designees for the execution of contracts on behalf of the University. I have authorized the following designees to have contracting authority for the University:

- Cindy A. Bostrager, Vice President for Administration and Finance
- Fran M. Wilbrant, Assistant Vice President of Financial Services
- James A. Bach, Director of Financial Operations
- Brian Niehoff, Acting Provost
- Peter Dorhout, Vice President for Research

I have authorized the following designees to have limited contracting authority for all sponsored project agreements (research, instruction and public service) and associated research and scholarly activity-related agreements, including grants, contracts, cooperative agreements, material transfer agreements, confidentiality agreements, and the like:

- Paul R. Lowe, Associate Vice President, Research and Sponsored Programs

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

- Derek Jackson, Assistant Vice President & Director, Housing and Dining Services – housing, social and education contracts only
- Karen Pedersen, Dean, Global Campus – conference and non-credit programs only
- Jeff Wolfe, Director, Global Campus – conference and non-credit programs only
- Lori Goetsch, Dean, Hale Library – library materials and licensing of those materials
- Roberta Johnson, Sr. Director, Administration & IT Services, Hale Library – library materials and licensing of those materials
- Julie Dell, Systems Administrator – Hale Library contracts regarding web domain Ownership
- Todd Holmsberg, Executive Director, McCain Auditorium – McCain performance series contracts only

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Julene Miller
July 12, 2018
Page 2 of 2

Contracting authority for goods and services in amounts under \$10,000 has been delegated to departmental designees. Details pertaining to such delegations are on file in the University's Purchasing Office.

I have named the Deans of the Colleges, the Dean of the Graduate School, the Dean of Libraries, the Dean of Global Campus, and the CEO and Vice Provost of K-State Olathe as my designees and as the University's authorized signatories for reappointments for faculty and unclassified employees and for adjunct appointments of previously appointed adjunct faculty, in their respective areas. Furthermore, I have authorized the Provost to make further delegations of signature authority for reappointments for faculty and unclassified employees in units reporting to the Provost. Such delegations may be made only to the Vice Provosts, Associate Provosts and Directors of units reporting to the Provost.

I have named the Vice President for Student Life, the Vice President for Research, the Vice President for Human Capital, the Chief Information Officer, the General Counsel, and the Vice President for Communications and Marketing, as my designees and as the University authorized signatory for unclassified employee appointments within each of their respective areas.

If you have any questions regarding the above designations, please do not hesitate to contact me.

Sincerely,


Richard B. Myers
President

cc: Cindy A. Bostrager
University General Counsel

9/4/2018

Purchasing Signature Authority

Div. of Financial Services / Purchasing Office
 2323 Anderson Ave., Suite 500
 Kansas State University
 Manhattan, KS 66502
kgmurchil@ksu.edu
 785-532-6214

New Form
 Add to Existing Authorities
 Replace all Existing Authorities

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 _____	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 State 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.

(rev. Nov. 2016)

9/4/2018

K-State OGC Contract Review Checklist (rev. 6/2018)

(must be completed and attached to contract submitted for review – ALL university contracts must be reviewed by the Office of General Counsel (see PPM 3070))

Does the contract involve the expenditure of funds \$10,000 or greater? (Y or N) _____
 If yes, **STOP HERE**, and first submit the contract for processing through the Purchasing Division. The Purchasing Division will submit the contract to OGC for legal review.

Does the contract involve a sponsored project as described in PPM chapter 7010.015? (Y or N) _____
 If yes, **STOP HERE**, and first submit the contract for processing through Pre-Award Services. Pre-Awards Services will submit the contract to OGC for legal review as applicable.

Prior to submitting the contract for legal review, please certify that the following steps have been taken:

___ Contract has been reviewed by the submitting unit from a business perspective for appropriateness, advantage/loss and acceptability of all terms and conditions, including, for example:
 ___ acceptable termination provisions
 ___ acceptable payment provisions
 ___ no confidentiality provisions that are incompatible with FERPA or KORA
 ___ no language/clause that would make the terms of the contract or other attachment supersede or control the language in the KSU-146a

___ All irrelevant parts have been removed or stricken (e.g., terms, exhibits or addenda that do not apply) and the obligations listed accurately and completely reflect and describe the arrangement between the contracting parties

___ Template previously approved by OGC is being used (and any changes are identified); OR
 ___ there is no applicable template

___ If contract is a renewal or new version of an existing or previous contract, the existing or previous version is attached for reference by OGC.

___ Contract includes the statement:
 "The provisions found in Contractual Provisions Attachment (form KSU-146a, rev. 3-18), which is attached hereto, are hereby incorporated in the contract and made a part thereof."

___ Form KSU-146a (rev. 3-18) State of Kansas Contractual Provision Attachment has been attached to the contract and has been (or will be) initialed by the contractor.

___ University signatory is listed on the contract. That person is an authorized signatory listed on President's letter to KBOR (see link to letter in PPM 3070). NOTE: An authorized signatory must sign. xxm,jf Foundation funds or no funds are used.

___ The University's Director of Licensing has approved any terms allowing use of University's name, logos or other marks in writing, and such approval is attached.

___ All parts of contract (including all attachments and all agreements incorporated by reference, such as exhibits, addenda, related license agreements, and KS-146a) are attached.

I certify that the above steps have been taken:

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

Notes: _____

9/4/2018

Contract # _____
Date _____

CONTRACTUAL PROVISIONS ATTACHMENT

Important: This form contains mandatory contract provisions and must be attached to and specifically incorporated in all copies of any contractual agreement by adding the following statement to the main body of the contract: "The provisions found in Contractual Provisions Attachment (Form KSU-148a, Rev. 3-18), which is attached hereto, are hereby incorporated in this contract and made a part hereof."

1. **Contracting Provisions:** It is expressly agreed that the terms of each and every provision in this attachment shall prevail and control over the terms of any other contracting provisions in the contract (including, without limitation, all other attachments) in which this attachment is incorporated. Any terms that conflict with or could be interpreted to conflict with this attachment are nullified.
2. **Kansas Law and Venue:** All matters arising out of or related to this contract shall be subject to, governed by, and construed according to the laws of the State of Kansas, and jurisdiction and venue of any suit arising out of or related to this contract shall reside only in courts located in the State of Kansas.
3. **Disclaimer of Liability:** No provision of this contract will be given effect that attempts to require Kansas State University or any of its controlled organizations (collectively, "University") to defend, hold harmless, or indemnify any contractor or third party for any acts or omissions. The terms, conditions, and limitations of liability of the State of Kansas, the University, and their employees are exclusively defined under the Kansas Tort Claims Act (K.S.A. 75-501), et seq.
4. **Arbitration, Damages, Waiver:** No interpretation of this contract shall find that the University has agreed to binding arbitration, or the payment of damages or penalties. Further, the University does not agree to pay attorney fees, costs, or late payment charges beyond those available under the Kansas Prompt Payment Act (K.S.A. 75-5423), and no provision will be given effect that attempts to exclude, modify, decrease or otherwise attempt to limit any damages or rights of action available to the University at law, including but not limited to the implied warranties of merchantability and fitness for a particular purpose.
5. **Responsibility For Taxes:** The University shall not be responsible for, nor indemnify a contractor for, any federal, state or local taxes which may be imposed or assessed upon the subject matter of this contract.
6. **Insurance:** The University shall not be required to purchase any insurance against loss or damage to property or any other subject matter relating to this contract, nor shall this contract require the University to maintain a "self-insurance" fund to protect against any such loss or damage.
7. **Acceptance of Contract:** This contract shall not be considered accepted, approved or otherwise effective until the required approvals and notifications have been given, including but not limited to, the signature of an authorized representative of the University as defined in the University Contracts Policy <https://www.ksu.edu/procurement/contracts/2009022001>.
8. **Authority To Contract:** By signing this contract, the representative of the contractor thereby represents that such person is duly authorized by the contractor to execute this contract on behalf of the contractor and that the contractor agrees to be bound by the provisions thereof.
9. **Export Control:** Prior to providing University with any items under this contract that are subject to export controls regulations, including items controlled under International Traffic in Arms Regulations (ITAR), 22 C.F.R. §§ 120-130, or the Export Administration Regulations (EAR), 15 C.F.R. §§ 750-774, Contractor will notify University and identify the export controlled items at issue and the applicable categories and subcategories of the United States Munitions List and/or Export Control Classification Numbers. University reserves its right to decline to accept any items or information controlled under ITAR or EAR. Contractor will level all notices under this section to the appropriate University contact as follows: compr@ksu.edu.
10. **Privacy of Student Records:** Contractor understands that the University is subject to FERPA (Family Educational Rights and Privacy Act, 20 U.S.C. § 1232g). To the extent Contractor processes any education records of University's students under this contract, Contractor is deemed to be a school official with a legitimate educational interest in the records, and Contractor agrees to comply with FERPA and its regulations. Contractor specifically agrees that it shall use personally identifiable education records only for purposes related to the contract, and shall not disclose such records to any third party without authorization from the University. Contractor shall promptly report to the University any request for, or improper disclosure of, University student educational records.
11. **Anti-Discrimination Clause:** Contractor agrees to comply with all applicable state and federal anti-discrimination laws. When requested by University, Contractor shall cooperate with University in meeting obligations under University's own policies and procedures, including University's anti-discrimination policy: <https://www.ksu.edu/procurement/2009022001>. Contractor specifically acknowledges that its employees on campus and/or participating in University programs or activities have, or may have, understood, and will comply with University's anti-discrimination policy. Contractor also agrees to comply with the Kansas Anti-Discrimination Act (K.S.A. 44-1001), et seq., and the Kansas Age Discrimination in Employment Act (K.S.A. 44-1111), et seq., and the applicable provisions of the Americans With Disabilities Act (50 U.S.C. 12101, et seq.) (ADA) and is not discriminate against any person because of race, religion, color, sex, disability, national origin or ancestry, or age in the admission or access to, or treatment or employment in, its programs or activities. (b) to include in all solicitations or advertisements for employees, the phrase "equal opportunity employer"; (c) to comply with the reporting requirements set out at K.S.A. 44-1001 and K.S.A. 44-1116; (d) to include these provisions in every subcontract or purchase order so that they are binding upon such subcontractor or vendor; (e) that a failure to comply with the reporting requirements of (c) above or if the contractor is found guilty of any violation of such acts by the Kansas Human Rights Commission or if it is determined that the contractor has violated applicable provisions of ADA, such violation(s) shall constitute a breach of contract and the contract may be canceled, terminated or suspended, in whole or in part, by the University.
12. **Information Confidentiality:** As a state agency, the University's contracts are generally public records, and therefore no provision of this contract shall restrict the University's ability to produce this contract in response to a lawful request or from otherwise complying with the Kansas Open Records Act (K.S.A. 45-216), et seq.. Moreover, no provision of this contract shall be construed as limiting the Legislative Division of Post Audit from having access to information pursuant to K.S.A. 49-1101, et seq.
13. **The Eleventh Amendment:** The Eleventh Amendment is an inherent and inalienable protection of the State of Kansas and need not be reserved, but provisions reserves the University to release that subject in or related to this contract shall be deemed a waiver of the Eleventh Amendment.
14. **Campaign Contributions / Lobbying:** Funds provided through a grant award or contract shall not be given or received in exchange for the making of a campaign contribution. No part of the funds provided through this contract shall be used to influence or attempt to influence an officer or employee of any State of Kansas agency or a member of the Legislature regarding any pending legislation or the awarding, extension, continuation, renewal, amendment or modification of any government contract, grant, loan, or cooperative agreement.

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TYPES OF CONTRACTS

- A. Negotiations
- 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
- I. Purchasing Listserv (purch@listserv.ksu.edu)

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SERVICES (CONT'D)

- J. Business Services Update newsletter
- K. Website
- L. Financial Services
 - 1. Sponsored Programs
 - 2. Accounts Payable & Asset Management
 - 3. Fund Balancing
 - 4. Financial Reporting

9/4/2018

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**

9/4/2018

RECAP

- A. State Use Catalog**
- B. KSU Approved Contracts**
- C. \$10,000 or more, not on contract, contact Purchasing**
- D. University Policy / Board of Regents / State of Kansas**

9/4/2018

WHERE TO FIND PURCHASING FORMS

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

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

9/4/2018

THANK YOU FOR COMING!

9/4/2018