

Table of Contents

1. Purpose.....	2
2. Definitions .....	2
3. Limits and Thresholds .....	3
4. Request for Quotation/Request for Proposal .....	4
5. Bid Information .....	4
6. Bid Bonds .....	4
7. Waiver of Bid Requirements.....	5
8. Sole Source Determination .....	5
9. Vendor Grievance .....	5
10. Purchases Limits .....	7
11. Submitting Requisitions .....	8
12. Procurement Card Program .....	9
13. Departmental Charges and Charge Backs .....	10
14. Receiving Merchandise .....	10
15. Reimbursement.....	11
16. Procurement of Architect-Engineer, Construction Management, and Land Surveying Services .....	11
17. Vendor Suspension.....	13
18. Vendor Debarment.....	13

**1. Purpose.** To set forth regulations and procedures for the procurement of goods and services consistent with Board policies, and applicable laws and regulations.

**2. Definitions.** For the purpose of these regulations and procedures the following definitions apply.

**2.1 “Agreement”** means any legally enforceable promise(s) between the University and one or more parties committing University resources. These resources may be money, for example, direct payment, or use of University staff, facilities, equipment, or supplies.

**2.2 “Bid Bond”** means a guarantee the bidder will accept the contract for the stated bid amount, or the University will be compensated for any additional amount required for the bidder’s failure to perform.

**2.3 “Competitive Bidding”** means a system whereby two or more vendors are invited to submit bids on goods or services with each submitted bid considered equally.

**2.4 “Payment Voucher”** means a University form authorizing payment to a vendor.

**2.5 “Performance Bond”** means a contract of guarantee, executed subsequent to award by a successful vendor to protect the buyer from loss due to the vendor’s inability to complete the contract as agreed.

**2.6 “Procurement Card”** means a University credit card for purchasing and paying for small dollar transactions from off-campus vendors.

**2.7 “Purchase Order”** means the document issued to a vendor by the Purchasing Department to formalize an agreement for the purchase of goods and/or services by the University. The goods, services, prices, and other terms and conditions are itemized on the document.

**2.8 “Request for Quote”** means a solicitation in which the terms, conditions, and specifications are described and responses are not subject to negotiation.

**2.9 “Request for Proposal”** means a solicitation in which it is not advantageous to set forth all the actual, detailed requirements at the time of solicitation and responses are subject to negotiation. Price must be a factor in the award but not the sole factor.

**2.10 “Requisition”** means a request for approval to purchase goods or services.

**2.11 “Sole Source”** means there is only one known supplier of the requested goods and/or services. One known manufacturer, but more than one supplier, is not a sole source situation.

### 3. Limits and Thresholds

**3.1 Agreements Approval.** Agreements involving Washburn University in financial obligations of any kind must be approved in advance by the President, VPAT or VPAT's designee. Exceptions: procurement card transactions (See Section 12 below).

**3.2 Officials Authorized.** The University officials authorized to approve agreements are the President, the VPAT, the Director of Finance/Controller, and the Director of Purchasing or an assigned designee.

**3.3 Limited Approval Authorization.** The VPAT may designate other Employees to sign agreements for specific purposes.

**3.4 Sponsored Programs Requirements.** In the administration of grants or contracts for sponsored programs, applicable documents may impose additional purchasing requirements. These additional requirements shall also be followed.

**3.5 Board Approval Requirement.** Proposed purchases of \$50,000 or more require advance approval by the Board. Such proposals and appropriate supporting documents are presented to the Board by the VPAT. The following two types of transactions do not require prior Board approval even when they exceed \$50,000:

- Payments for utilities services; and,
- Purchases of products for re-sale in either the Bookstore or dining services.

**3.6 Employee Sales Restriction.** No Employee, except as permitted under the University's Conflict of Interest policy, shall:

- Negotiate sales with;
- Compete for sales to; or
- Make a sale to the University.

**3.7 Agenda Deadlines.** Agenda deadlines necessitate items requiring Board approval must be submitted well in advance of the meeting.

**4. Request for Quotation/Request for Proposal (RFQ)/(RFP).** Competitive bidding requires the preparation of a Request for Quotation or Request for Proposal. The preparation of this document frequently is an involved process, taking an extended period of time to develop appropriate specifications. Additionally, evaluation of the bids/proposals received may take several weeks. Use of competitive bidding is required for purchases reasonably expected to be \$10,000 or more.

**4.1 Project Initiation.** To initiate the project, the Department Head shall contact the Director of Purchasing as many weeks in advance of the desired acquisition date as possible. The Director of Purchasing and the Department Head and/or their designees are responsible for working cooperatively to develop specifications.

**4.2 Successful Vendor Selection.** The successful vendor shall be identified by the Director of Purchasing in consultation with the Department Head and/or, if applicable, review committee. Any contract or purchase order awarded shall be to a responsible vendor who submits the best, qualified and responsive proposal/quotation as determined by the University.

**4.3 Purchase Requisition.** The Department Head shall submit a purchase requisition once the successful vendor is identified. The requisition shall be routed through the electronic approval process.

**5. Bid Information.** The Director of Purchasing and/or their designees shall release bid information only after the award is made. Exception: when a public opening of the bid is conducted.

## **6. Bid Bonds.**

**6.1 Requirement Determination.** Requirement of a bid bond shall be determined by the Director of Purchasing. Factors which shall be considered include, but are not limited to:

- The dollar amount and/or the complexity of the intended purchase;
- The product or service;
- The competitive conditions; and,
- The history of such purchases.

**6.2 Bid Security.** Bid bonds shall be the only instrument by which a vendor may provide monetary security for submitting bids.

**7. Waiver of Bid Requirements.** The Director of Purchasing may waive competitive bidding requirements in the following situations:

- There is an unforeseen and immediate need;
- There is an emergency need;
- There is only one known source for the purchase;
- The vendor's product or service has a current contract price with the State of Kansas; or,
- The price of product or service from the vendor was competitively bid by an educationally or governmental related organization of which the University is a member.

**8. Sole Source Determination.** Written justification shall be submitted by the Department Head to the Director of Purchasing to request a sole source purchase. In support of the request, one or more of the following criteria shall be substantiated:

- Based upon generic specifications there is only one supplier for the requested goods and/or services;
- No other manufacturer's product will correctly interface with existing equipment;
- The product must match existing equipment and is being purchased to provide uniformity for instructional or maintenance purposes; and/or,
- The product must be compatible for research purposes because:
  - The main purpose of the purchase is to replicate specific experiments using the exact products that produced the original results; or,
  - Collaboration with another researcher requires products identical to those being used by that researcher.

**9. Vendor Grievance.** A vendor may raise a grievance concerning a bid solicitation or award with the Director of Purchasing or other officer designated in the bid documents.

**9.1 University Response.** The Director of Purchasing or another officer shall promptly respond as follows:

- If grievance is made prior to bid opening, an addendum to the bid document will be issued if the Director of Purchasing decides there is a need to do so in order to make a clarification;
- If grievance is made following bid opening, the Director of Purchasing shall take action deemed appropriate to resolve the grievance; and,
- Provide the vendor with a copy of the grievance procedure.

**9.2 Dissatisfied Vendor Response.** A vendor dissatisfied with the response of the Director of Purchasing may file a written complaint to the Director of Finance/Controller. The vendor shall:

- File the written complaint not later than three business days following the bid opening;
- Fully state the grievance;
- Identify the bid being grieved;
- State the specific reasons for filing the grievance, and reference any applicable documents; and
- State the desired remedy.

**9.3 Director of Finance/Controller Response.** The Director of Finance/Controller determination shall be issued in writing not later than five business days following receipt of the vendor's written complaint.

**9.4 Second Vendor Response.** A vendor dissatisfied with the response of the Director of Finance/Controller may appeal to the VPAT. The appeal shall:

- Be made in writing not later than five business days of the date of the Director of Finance/Controller response;
- Be limited to the issues raised in the written complaint to the Director of Finance/Controller; and,
- Not include any issues not previously raised. 10.5 Vice President Review. The VPAT shall review:
  - The vendor's complaint;
  - The Director of Finance/Controller written determination; and,
  - Supporting information regarding the issues which either the vendor or the Director of Finance/Controller wants considered.

**9.6 Vice President Response.** The VPAT's determination shall be issued in writing not later than five business days following the receipt of the appeal.

**9.7 Final University Decision.** The VPAT's determination is the final decision of the University, and the vendor shall be deemed to have exhausted all administrative remedies.

**9.8 Contract Award Delay.** No award of contract or purchase order shall be made until the grievance is resolved except when:

- The grievance is not filed until after the third day following the day of the bid opening;
- An award was made before the grievance was filed; or,
- The VPAT makes a written determination awarding the contract without delay is necessary to protect the substantial interests of the University.

## **10. Purchase Limits.**

All computer, printer, technology equipment and software must be pre-approved and ordered by University ITS. Please contact ITS support via email or phone at [support@washburn.edu](mailto:support@washburn.edu) or (785) 670-3000 to facilitate acquisition.

### **10.1 Purchases under \$5,000:**

- Any purchase up to \$5,000 does not require a requisition
- Purchase Order required in advance if vendor is providing on campus service that requires proof of insurance

### **10.2 Purchases \$5,000 to \$9,999:**

- Purchase Orders are required
- VPAT or VPAT designee has the authority to require competitive bids
- Consult with the Director of Purchasing about procedures for getting quotations;
- Advise vendors that requesting information and/or a price quote does not imply an order is being placed;
- Direct vendors where to submit price quotations;
- Evaluate the price quotations to determine the best, qualified, responsive, and responsible vendor and make a recommendation to the Purchasing Department; and,
- Send all price quotations and vendor contact information to the Purchasing Department at the time the requisition is submitted electronically.

**10.3 Purchases \$10,000 to \$49,999:**

- Purchase Orders are required.
- Competitive bid requirements may be waived by the VPAT or VPAT designee when:
  - Unforeseen and immediate need
  - Emergency
  - Only one known source for the purchase
  - The vendor's product or service has a current contract with the State of Kansas or Consortium; or,
  - The price of the product or service from the vendor was previously competitively bid by an educationally related organization or governmental of which the University is a member.
- Competitive bid and pre-approval exceptions:
  - Utility services
  - Purchase of products for resale at retail operations
    - Bookstore
    - Dining Services

**10.4 Purchases \$50,000 and over:**

- Purchase Orders are required.
- Any purchase obligation requiring an expenditure of \$50,000 or more must be approved by the Board in advance of incurring the obligation. This also includes approved "Capital Expense" purchases. (See section 3.5)
- Purchases or obligations at this level shall also be competitively bid.

**11. Submitting Requisitions.** Requisitions for goods or services shall be submitted electronically through Banner.

**11.1 Information Required.** Required for the requisition are:

- Requestor and vendor contact information;
- Commodity information, including full description of product or service; and,
- Accounting information, including Fund, Organization, and Account.
- W-9 if vendor is not in Banner vendor database.

**11.2 Submission of Requisition.** Requisition is submitted for approval automatically upon completion of the electronic form.

**12. Procurement Card Program (P-Card).**



**12.1 Types of Purchases.** Types of purchases for which the P-Card may be used include, but are not limited to:

- Office supplies from Staples Advantage
- Subscriptions
- Reprints of journal articles
- Maintenance and repair materials
- Books
- Mail Services
- Clothing/Promotional Items
- Amazon; and,
- Travel
- Transportation Expenses (shuttle services, etc.)
  - Airfare
  - Lodging
  - Meals
  - Transportation
  - Parking
  - Conference or Seminar Registration Fees
  - Membership Dues or Fees

**12.2 P-Card Use Restrictions.**

**12.2.1 Types of purchases not permitted** are listed in the Procurement Card User's Guide.

**12.2.2 No personal purchases** with the P-Card are permitted.

**12.2.3 Each purchase normally shall be \$750 or less**, inclusive of shipping and handling costs.

**12.2.4 A total dollar limit for each 30 day billing cycle** is set by the P-Card holder's Department Head.

**12.2.5 Sales Tax Exemption:** It is the responsibility of the cardholder to ensure that sales tax is not charged when making a purchase with the One Card. If you are charged tax in error you must request a credit from the vendor as soon as possible after discovering the error.

### **12.3 Obtaining a Card.**

**12.3.1 To request a P-Card contact** the Director of Purchasing to obtain a “Procurement Card Application” form and Procurement Card User’s Guide.

**12.3.2 The P-Card will** be issued only after the applicant has completed the required training and submitted to the Director of Purchasing a signed “Procurement Card Holder’s Agreement.”

### **12.4 P-Card Cardholder Responsibilities**

**12.4.1 The P-Card cardholder must** assign FOAPAL to each transaction along with supporting documentation.

**12.4.2 The P-Card cardholder must** approve each transaction and send to their approver.

**12.4.3 Complete P-Card transactions** must be submitted by the cardholder within 7 days of the ending cycle date.

**13. Departmental Charges and Charge Backs.** Purchases by one University Department from another of goods and/or services may be made. Proper authorization, by signature, to charge the appropriate account(s) of the Department making the purchase is required. Examples of charge/charge back purchases include, but are not limited to:

- Telephone toll expense;
- Catering by Dining Services;
- Books and/or supplies from the Bookstore; and,
- Work performed by Facilities Services.

### **14. Receiving Merchandise.**

**14.1 Receiving Responsibility.** The individual receiving delivery shall:

- Inspect the package, carton, etc. for apparent damage;
- Note any recognized damage on the bill of lading;
- Affix bill of lading to the package, carton, etc; and,
- Immediately report any apparent damage to the purchasing department’s head and the Director of Purchasing and vendor.
- Process return material authorization request form as required by shipper and/or vendor.

**14.2 Unpacking Responsibility.** The individual who unpacks shall:

- Determine if the correct product has been received and is in good order;
- Note on the Department Copy of the purchase order any damage not discovered at the receiving point; and,
- Immediately notify the Head of the receiving Department and Director of Purchasing of any damage not previously reported.

**15. Reimbursement.** To receive reimbursement if not using the P-card, the Employee shall submit a travel expense report supported by documentation including, but not limited to, applicable receipts. Refer to the Travel section of the WUPRPM for all such requirements.

**16. Procurement of Architect-Engineer, Construction Management, and Land Surveying Services.** Proposals for services for architect-engineer, construction management, and land surveying (design/management services) shall be publicly solicited. Contracts for such services shall be negotiated on the basis of demonstrated competence and qualification for the particular type of service required. The contracts for service shall be at fair and reasonable prices.

#### **16.1 Exceptions.**

**16.1.1 Design/management services necessary to meet emergency needs** may be accomplished without public solicitation.

**16.1.2 Design/management services which are estimated not to exceed \$25,000** may be contracted for by the Purchasing by direct negotiation and selection. Purchasing shall consider the:

- Nature of the project;
- Proximity of the design/management individual or organization to the project location;
- Capability of the design/management individual or organization to produce the required service within a reasonable time;
- Past performance of the design/management individual or organization; and,
- Ability of the design/management individual or organization to meet project budget requirements.

**16.1.3 Fees paid to any one design/management individual or organization for professional services during the 24 months immediately preceding negotiation of a contract pursuant to this section shall not exceed \$75,000.**

**16.2 Selection Committee.** The President shall, for each project, appoint a design/management services selection committee composed of no fewer than 3 Employees with the VPAT or Director of Finance/Controller serving as a permanent member to coordinate and account for the work of the committee. Two members shall be from the Facilities Services staff. The committee shall be responsible for:

- Developing a description of the proposed project;
- Enumerating all required professional services for the project; and,
- Preparing a formal request for proposal (RFP).

**16.3 RFP Requirements.** The RFP shall include, but not be limited to the:

- Title of the project;
- General scope of work;
- Description of professional services required;
- Criteria by which proposals will be evaluated;
- Submission deadline for responding to the RFP; and,
- Description of how interested individuals or organizations may apply.

**16.4 RFP Response Time.** The date for submission of proposals in response to the RFP shall be not less than 10 calendar days nor more than 20 calendar days from the date the RFP is first advertised.

**16.5 Respondent Interviews.** After reviewing all proposals received, the selection committee at their discretion, interview at least 3 of the respondents (all respondents if fewer than 3). Those interviewed shall be those deemed most qualified on the basis of proposal information received.

**16.6 Selection and Ranking.**

**16.6.1 In evaluating interviewed respondents, the selection committee shall consider the following criteria:**

- Past performance;
- Abilities of professional personnel;
- Demonstrated ability to meet time and budget requirements;
- Recent, current, and projected work load of the respondents;
- Creativity and insight related to the University's needs for, and use of, the project; and,
- Related experience on similar projects

**16.6.2 Based upon these evaluations, the committee shall prepare a report which:**

- Summarizes the evaluations of the interviewed respondents;
- Recommends to the Board, through the President, the selection of the respondents in rank order; and,
- Includes rationale for the committee's recommendations.

## **16.7 Contract Award.**

**16.7.1 Upon receiving Board authorization, the Director of Purchasing shall commence contract negotiations** in the following manner:

- First efforts will be to reach an agreement with the top ranked respondent;
- If first efforts are unsuccessful, negotiations shall be formally terminated with the top ranked respondent; and,
- Negotiations shall proceed with each succeeding ranked respondent until a satisfactory contract is reached or negotiations with all ranked respondents have been formally terminated.

**16.7.2 If negotiations with all ranked respondents are terminated, the Administration shall** recommend to the Board that:

- Interviews be conducted with respondents not in the first ranking, if any;
- New requests for proposals without any revision of project requirements be submitted; or,
- New requests for proposal with revisions in the project which might attract additional proposals be submitted.

**16.7.3 Any contract awarded shall be at compensation and terms** deemed fair and reasonable to the University.

## **17. Vendor Suspension**

The Purchasing Director may issue a written determination to suspend a vendor from doing business with the University pending an investigation to determine whether cause exists for debarment in accordance with approved purchasing procedures.

A written notice of the suspension, including a copy of the determination, shall be sent to the suspended vendor with a copy to the Director of Finance/Controller and VPAT.

The suspension period will be effective upon issuance of the notice of suspension.

## **18. Vendor Debarment**

**A.** A vendor may be debarred for any of the following reasons:

**18.1** Conviction of a criminal offense in relation to obtaining or attempting to obtain a University contract or in the performance of such contract;

**18.2** Conviction under State of Kansas or Federal statutes of embezzlement, theft, forgery, bribery, falsification or destruction of records or receiving stolen property;

- 18.3** Conviction under State of Kansas or Federal antitrust statutes arising out of the submission of bids or proposals;
- 18.4** Failure to perform in accordance with the terms of one or more contracts following notice of such failure, or a history of failure to perform, or of unsatisfactory performance of one or more contracts;
- 18.5** The vendor is currently under debarment by any other governmental entity that is based upon a settlement agreement or a final administrative or judicial determination issued by a Federal, state or local governmental entity.

Following completion of the investigation to determine whether a vendor has engaged in activities that are cause for debarment, the Purchasing Director may debar the vendor for a period of time commensurate with the seriousness of the findings.

**B.** A written notice of debarment shall be sent to the vendor. The notice shall:

- 18.1** Indicate the reason(s) as listed in 18.A. above relied upon in issuing the notice of debarment;
- 18.2** State the debarment period; and
- 18.3** Inform the debarred vendor that any person(s) representing the debarred vendor during the debarment period may conduct no business with the University and that any solicitation responses received from the debarred vendor during the debarment period shall not be considered.

The debarment period will be effective fourteen (14) calendar days after the notice of debarment is sent to the debarred vendor.

**C. Appeal of a Vendor Debarment**

- a. Any Vendor receiving written notice of debarment pursuant to 18.B above may appeal that determination.
- b. The appeal must be in writing and submitted to the Vice President for Administration and Treasure (“*VPAT*”) no later than seven (7) calendar days after receipt of written notice. The written appeal should include any information that the Vendor wishes the VPAT to consider when ruling on the appeal.
- c. The decision of the VPAT shall be issued as soon as practicable and will be the final decision on the matter.