

# **HOW TO DO BUSINESS WITH KUTZTOWN UNIVERSITY**

Kutztown University is a member institution of the Pennsylvania State System of Higher Education (PASSHE). As a Commonwealth of Pennsylvania state affiliated agency, our procurement practices are governed by the Commonwealth Procurement Code (Act 57 and amendments) and other related rules, regulations and practices.

This guide has been developed to help familiarize you with the KU Procurement Services Office. We hope this information will help you to better understand our organization and its purchasing procedures. Please do not hesitate to contact us if you have any questions or concerns regarding doing business with our university. We look forward to doing business with you.

The Procurement Services Office is responsible for the purchase of all goods and services on campus. All businesses are invited to deal with Kutztown University. Minority and women owned businesses are encouraged to apply.

## **SECTION 1: WHAT WE PURCHASE:**

Kutztown University purchases a significant amount of goods and services. The Procurement Services Office supports all university academic, administrative, advancement, information technology and student services offices across campus. A central receiving and storeroom office on campus assists in these efforts by providing a campus-wide delivery system for goods received. Products and services commonly procured include scientific equipment, office supplies and furnishings, chemicals, repair and service agreements, construction projects, library holdings, art supplies, maintenance parts, automotive supplies, custodial supplies, fuels, and many other educational and plant support items.

## **SECTION 2: BASIC GUIDELINES:**

It is highly suggested that all vendors please read and follow the following suggested guidelines.

- 2.1 Call ahead for appointments whenever possible.
- 2.2 Make each visit worthwhile and update us on company changes, new product updates, etc.

- 2.3 Do not accept verbal or email orders without the proper authorization.
- 2.4 No one outside of those listed on the Contractor Authority Delegation memo (INSERT LINK TO MEMO) is authorized to purchase a product or service without the use of a Purchase Order, Service Contract or University issued Purchasing Card.
- 2.5 If you are unsure if someone has the authority to place an order, call us.
- 2.6 Do not begin work, provide services or deliver materials without one of the previously mentioned in place first.
- 2.7 We caution all vendors to not accept verbal promises from University departments that you will be given an order.
- 2.8 Only the authorized individuals indicated on the delegation memo are authorized to legally bind the university to the purchase of a product or service within the dollar limitations mentioned in the memo.
- 2.9 Once all required bidding and administrative approvals have been secured written/faxed/electronic versions of orders and contracts will be issued to awarded vendors.
- 2.10 Please promise or quote realistic delivery dates so we can base our planning on good, firm information.
- 2.11 You are expected to honor all specified terms and conditions, including pricing, delivery, service agreements and warranties.
- 2.12 Conduct your business with integrity, be open and honest. As a public, non-profit institution, all of our business transactions are a matter of public record.
- 2.13 Do not offer any gifts or gratuities to any university employees.
- 2.14 Please call us if you have any questions.

### **SECTION 3: HOW WE BUY**

The Procurement Services Offices encourages departments campus-wide to research the products and services they need to support their daily operations and mission. This also includes a review of their available budget prior to such inquiries.

We will seek competitive quotes, competitive proposals or bids for services and goods whenever possible and as required by code or policy.

The request for quotes or bids may be verbal, via telephone and/or FAX, electronic or in writing depending on the potential dollar amount of the order and prevailing policies. When you receive a request for quote, invitation to bid or request for proposal be sure that your response is complete, signed, and returned to us by the time and date due. Some bids may require an original signature (hard copy) document, so please be alert to the specific instructions that accompany each request. Late or incomplete bids will not be considered. The University reserves the right to cancel or postpone published bid openings if, in the sole discretion of the University conditions warrant.

Requisitions are then turned into either Purchase Orders or Service Contracts.

The types of service-related contracts written in this office include, but are not limited to: various types of Maintenance Agreements, Consultant Services, Performing Artist Agreements, Food Service Contractors, Printing Services, Interpreter Services, Elevator Service, Copier Services, Library Acquisitions, Scientific Equipment Service, Waste Removal and Disposal Services, Mailing Services, Pest Control, Copier Acquisition/Services, and more.

#### **SECTION 4:       PROCESSING DEPARTMENTAL REQUESTS**

University departments across campus will submit requisitions electronically for the purchase of products and services to the Procurement Services Office. Procurement Services is the authorized office to officially publicly advertise and competitively bid, encumber, and award all purchase orders and contracts. This office also secures the additional legal approvals necessary dependent upon the value and nature of the contract instrument.

Please keep the Procurement Services Office aware of your activities on campus, and always copy them when making quotations or proposals to individual departments for their preliminary consideration. This will help us to better understand the products and services you offer so that we may share such information with other interested departments.

## **SECTION 5: SOLICITATIONS**

As required by Act 57, all purchases in excess of the state bid threshold at the time of purchase will be publicly advertised and competitively solicited. The current bid threshold established January 2017 is \$19,700.

Kutztown University uses the PASSHE eProcurement exchange as its primary source for advertising and soliciting bids and Request for Proposals.

PASSHE WEBSITE: <https://passhe.procureware.com/Login>

Vendors interested in doing business with Kutztown University must register on this database in order to receive notifications and submit responses. This is a one-time no cost process, and once registered you gain access to bid opportunities from a number of PASSHE Universities. You can be automatically notified of opportunities that match the products and services you provide as indicated during your registration. No other vendors or bidders will have access to your bid information until such time as the bid period has closed.

Registered vendors may also view solicitations and bids/awards at PASSHE's eProcurement Exchange

## **SECTION 6: SUBMITTING RESPONSES TO SOLICITATIONS**

When responding to invitations to bids or RFPs, etc please indicate if your bid varies in any way from the item requested or specified by the University. If the solicitation indicates that we will accept bids on equal items, indicate the model number and manufacturer on the proposal of the item being supplied and give as much detail on those item(s) as possible. The vast majority of time responses to solicitations will be electronically via the eProcureware System. For the occasional time that a response is required via a sealed envelope, please make sure to clearly indicate the bid proposal number and bid due date and time on the face of the envelope.

It is important for vendors to respond to all solicitation invitations - even when not bidding - in order to remain on the active bidder lists.

Searching Tip: To find 'Bid', 'Sole Source' or 'Emergency (EPO)' Bids, use the BID TYPE NAME filter.

## **SECTION 7: PROHIBITED CONTRACT CLAUSES**

Whenever the University enters into a contract with a vendor we will make every attempt to reach mutual agreement on common terms and conditions. However, the following contract clauses will be deleted from all vendor provided terms that are proposed.

7.1 Assignment

7.2 Legal Jurisdiction - The laws of the Commonwealth of PA must govern

7.3 Attorney Fees, Court Costs, Entry of Judgment - The University may not voluntarily pay the contract's court costs or legal fees nor may it allow a contractor to confess judgment on its behalf.

7.4 Indemnity and Hold Harmless - Removed from every Commonwealth contract because it compromises the greatest protection afforded the Commonwealth entities; sovereign immunity.

7.5 Payment in Advance - Prohibited except as justified in writing

7.6 Purchase of Insurance - Vehicle rentals are an exception.

## **SECTION 8: SOLE SOURCES**

A purchase order may be issued, or a contract awarded, for the purchase of an item or service without the necessity of bidding only when a University Contracting Officer and State System Legal Counsel determines in writing that there are no other viable sources for the purchase.

The requestor must thoroughly answer all the questions on the form that pertain to the product or service being purchased.

The Sole Source form then needs to be reviewed, and signed by the requestor, KU Procurement Services Manager, as well as PASSHE University Legal Counsel when the dollar amount exceeds \$19,700.

The following selections of the following statutory requirement that best suits the purchase.

- Only a single contractor is capable of providing the product or service;

- A federal or state statute or federal regulation exempts the construction from competitive procurements;
- The total cost of the construction is less than \$19,700.00,
- It is clearly not feasible to award the contract on a competitive basis;
- The services involve the repair, modification or calibration of equipment and the work is to be performed by the manufacturer of the equipment or by an authorized dealer, provided the Contracting Officer determines that bidding is not appropriate under the circumstances, or
- The contract is in the best interest of the Commonwealth.

For those purchases in excess of the current bid threshold, all Sole Source documents must be reviewed by PASSHE Legal Counsel, posted unsigned on the PASSHE eProcurement Exchange for 7 days to allow for public comments. Once the mandatory 7-day period expires, the document is then reviewed again and signed by all parties and the purchase order or contract is issued. The fully executed Sole Source document is then posted for a 30-day period on the PASSHE eProcurement Exchange.

## **SECTION 9:      EMERGENCY CONTRACTS**

Emergency Contracts are permissible when the Contracting Officer or his designee's determines that there is a threat to public health, safety and welfare, or circumstances outside the control of the University create an urgency of need which necessitates the suspension of normal bidding and review requirements. The contract is submitted after the procurement is completed. When possible 2 bids should be secured.

Written determination of the basis for the emergency and the selection of the contractor must be included in the contract file and sent in the form of a certification when the contract is submitted for legal review.

An Authorized University Contracting Officer must secure Legal Counsel's verbal approval to proceed with the work while the written contract is being written and routed for signatures.

## **SECTION 10: CONSTRUCTION CONTRACTS**

The Kutztown University Facilities Project Services Office has primary responsibility for construction, rehabilitation and renovation procurement. It also has responsibility for certain specialty contracts, such as Professional Service Agreements (Architectural, Engineering, Construction Management, etc.), and coordination of open-ended facility-related agreements initiated by the State System of Higher Education Construction Support Office.

## **SECTION 11: INVOICE PROCESSING**

The Accounts Payable Department has primary responsibility for verifying the authenticity of payment requests for checks issued by the University.

- 11.1 Payments will be made promptly.
- 11.2 Standard University payment terms are Net 30, however the Accounts Payable Department makes every attempt possible to process payment requests in accordance to the vendors terms.
- 11.3 Non-compliant, incomplete, or disputed issues will be referred by that office to the proper officials or returned without action.
- 11.4 It is the University's payment practice not to pay for partial deliveries unless agreed to in advance. Non-compliant or incomplete invoices may be returned without action.

Kutztown University of Pennsylvania is committed to providing equal education, employment and economic opportunities for all persons without regard to race, religion, sex, age, national origin, ancestry, life style, sexual orientation, handicap, or veteran status. The University is additionally committed to affirmative action and will take positive steps to provide such educational, economic and employment opportunities. Inquiries may be directed to the Office of Social Equity.