



**Kennesaw State University
Office of Fiscal Services**

Purchasing Manual

The purpose of this manual is to introduce, in outline form, the resources that Buyers and Contracting Officers may use to learn and understand the scope of their work at KSU. The real benefit of having an outline rather than a simple list of website links to website is to see the framework that holds together the disparate sources of laws, rules, regulations, policies and procedures. It may also serve as a reference for experienced purchasing staff.

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I. General Overview

The Office of Fiscal Services (OFS), under the direction of the Chief Financial Officer, is charged with overseeing the management of the institution's financial portfolio. OFS has two primary units- the Budget and Controller's Offices. The Controller's Office has several subdivisions including Bursar and Treasury Management, Financial Reporting, Auxiliary & Groups Accounting, Grants Accounting, Payroll and Accounting Operations. Accounting Operations consists of the Buyers team, P-Card Administration, Contract Management, Accounts Payable and Travel.

II. Procurement Organization

Procurement sub-units include P-Card Administration, Buyers, Contract Management (formerly called Strategic Sourcing) and Contract Compliance. A list of active procurement staff and their responsibilities can be found on the Fiscal Services – Procurement website at <https://fiscalservices.kennesaw.edu/procurement/contact.php>

III. Procurement Policies and Procedures

The University subscribes to the policies and procedures established by the Board of Regents, State Accounting Office (SAO) and State Department of Administrative Services (DOAS). The University has further established additional policies and procedures covering special circumstances pertinent to University operations. These policies and procedures must be read, understood and observed by University purchasing and contracting personnel. All KSU policies pertaining to finance, accounting and contracts are housed in the [KSU Policy Portal](#).

Purchases made by the University must be for University business and must not be for personal use or benefit. Purchases for personal use or benefit are a violation of law. See [Examples of Unauthorized Purchases](#) on the Procurement - Policies and Procedures webpage under Fiscal Services.

Below is a list with links to procurement related policies and procedures. In order to be fully knowledgeable regarding KSU-specific procurement policies and procedures, it is important for all KSU purchasing professionals to review, and refer to, these policies and procedures when responding to inquiries from internal and external customers.

Purchasing Card (P-Card) Policies and Procedures

- [KSU P-Card Manual](#)
- [KSU P-Card Policy](#)
- [Statewide Purchasing Card Policy](#)

Procurement Policies

- [Statewide Purchase Order Policy](#)
- [Competitive Solicitation Policy](#)
- [Consulting Services Policy](#)
- [Monitoring Internal Controls of Financial Transactions Policy](#)
- [Contract Signature Authority Policy](#)

Procurement and USG Business Procedures

- [Board of Regents Business Procedures Manual](#)
- [KSU Purchasing Manual](#)
- [Contract Review Process](#)
- [Contract Submission Process](#)
- [Examples of Unauthorized Purchases](#)
- [Procurement Decision Matrix](#)
- [Purchasing At-A-Glance](#)
- [Test of Propriety for Use of University Funds](#)

IV. Principles

Personnel within the Purchasing and Contract Management teams are expected to perform their work in accordance with state laws, Board of Regents – University System of Georgia and University policies and procedures.

Working for Government

Personnel within Purchasing and Contract Management are public servants. New employees may find that the work is markedly different from work in the private sector.

1. Accountability to Taxpayers – Procurement personnel participate in a system of controls over the expenditure of money, generally documenting compliance with laws, rules and regulations. This “paperwork” requirement is subject to audits conducted on behalf of taxpayers.

2. Fairness – Much effort is devoted to assuring that all who wish to do business with the University are given an equal opportunity to do so, in compliance with laws, rules, regulations, policies and procedures established for this purpose.
3. Value – Purchasing and Contracting staff are expected to obtain good value for money spent, obtaining the best combination of price and quality after consideration of other important objectives.
4. Business Purposes – Procurement staff must assure that all expenditures are for proper business purposes and never for the personal use of University employees or others.
5. Training – DOAS requires state purchasing staff obtain [professional certifications](#) through their learning management system. Certifications by other purchasing organizations, public and private are strongly recommended. Organizations such as National Institute for Government Purchasing (NIGP), Institute for Supply Management (ISM), American Purchasing Society (APS), and National Association of State Procurement Officials (NASPO) provide training and professional development for career purchasing professionals.

Ethics

Ethical behavior is expected of University procurement personnel. Ethical behavior in the context of performing purchasing services simply means honesty, but it encompasses other qualities as well. For example, behaving ethically earns the trust and confidence of taxpayers, while unethical behavior erodes taxpayer support critical to the University's mission.

- Responsibility – There are numerous sources for a better understanding of the ethical standards required of purchasing professionals. A good starting point is the State's Code of Ethics - Section I.4.4.1 of the [Georgia Procurement Manual](#) (sometimes hereinafter, the "GPM").
- Liability – There are stringent penalties for failure to adhere to standards of honesty and ethical behavior expected of state government employees, especially purchasing staff. See e.g., [O.C.G.A. § 50-5-80](#).

Communications

Communications by employees in Purchasing and Contract Management must be timely, informed and professional.

- Timeliness – Purchasing and Contract Management have committed to providing University departments a response to inquiries within 24 - 48 hours (or an explanation within this period, if an adequate response will take longer).
- Authority – Purchasing and Contract Management have also committed to provide University departments with correct information “the first time,” so that valuable time and resources are not wasted. We are obliged to stand behind our directions and answers.
 - Communication Flow – It is strongly recommended that personnel research policies and procedures before asking an immediate supervisor whenever unsure of answers (and not a fellow Buyer or Contracting Officer).
 - Research Answers – To save time, it is important to research the [Georgia Procurement Manual](#) and, if necessary, the Board of Regents [Business Procedures Manual](#), and the [State Accounting Office](#) and bring the researched/recommended answer with you to the immediate supervisor for interpretation.
- Business Demeanor – Emails and telephone conversations should reflect the professionalism of the office, and a civil, business tone should be maintained even if employees of other departments are discourteous or informal.

Competitive Solicitation

At the heart of government purchasing lies the belief that competition is the surest way to obtain top value for taxpayers.

- Legislative Mandate – Competitive bidding is the law. The Georgia Legislature, as documented in the Official Code of Georgia Annotated ([O.C.G.A.](#)), has determined that purchases of goods and services must be based on competitive solicitations. [O.C.G.A. § 50-5-67\(b\)](#). See also, [O.C.G.A. § 50-5-50](#).

- Not Always Lowest Price – For a variety of reasons, competitive solicitations will not always deliver the lowest price. Employees in other University departments will sometimes complain that they can find a cheaper price. Our purchases reflect a few objectives, in addition to low price, i.e. quality, warranties, insurance, due diligence, fairness, and transparency.
 - Prices Reflect University Interests – Not only do we seek a low price, but we also seek to purchase goods and services on favorable terms such as extended warranties and better insurance coverage for accidents and injuries.
 - Not all providers of goods and services will submit bids in response to our solicitations. For example, some do not care to do business with government agencies due to greater paperwork requirements, while others are unable to respond to solicitations in a *responsive, responsible* manner - see Appendix A.

V. Procure to Pay

The process from purchase to payment involves careful thought on the part of the requester and the Buyer. For the requester it requires:

- Knowing which type of ePro requisition to use
- Selecting the correct commodity (National Institute of Government Purchasing – NIGP) code which pulls in the account code (accounting classification of the product or service)
- Knowing the department or college’s accounting chart string if it’s not the requester’s
- obtaining the required approvals
- Attaching appropriate supporting documentation such as specifications/requirements, statement/scope of work, or quote

The Buyer must check this information for appropriateness and make edits and updates where necessary while keeping the department updated. Some changes by the Buyer, bullets two and three above, will force the requisition to go through the approval chain a second time. This is not the preferred way to handle a minor administrative change once we have acknowledgement from the requester and their business manager. It is better to make the change on the purchase order instead of the requisition if changing the requisition forces another round of approvals resulting in a delay in issuing a purchase order and getting timely delivery to the department.

Requisition Processing

[ePro](#) is the university's electronic requisition system. The University System of Georgia (USG) purchased and customized PeopleSoft to meet the financial needs of the system. Not all modules in PeopleSoft have been activated, i.e. Expense, Payment Request, and Grants Management. Contract Management has been activated by the USG, but it is not currently in use at KSU due to workflow issues.

ePro Requisitions

1. [GeorgiaFIRST Marketplace](#) is the DOAS catalog system of state contracts where end-users order directly using PeopleSoft ePro requisitions without the assistance of a Buyer. End-users specify the needed goods or services, and required internal approvals are automatically created. A purchase order is issued without the need for a Buyer to transfer information from the requisition to the purchase order format. Users may save "shopping carts" as favorites for repetitive ordering. The system is a time saver but does not host all state-contracted items. The Marketplace is powered by Jaggaer, formerly SciQuest.
2. Special Request – Items not found on GeorgiaFIRST Marketplace require the selection of a Special Request ePro requisition. Special Request ePro requisitions are processed by Buyers. The Buyers review the approved requisition and research the best method for obtaining the good or service. Sources include internal subject matter experts (i.e. another department such as University Information Technology Services - UITS), statewide contracts, university contracts, intergovernmental units, exempted items, competitive solicitations, consortia, open market (less than \$25,000) sole brand (competition among authorized sellers) or sole source purchases.

For existing state or university contracts or an intergovernmental purchase, a quote should be attached to the requisition to specify what is being ordered from the contract, if the contract consists of multiple products and/or services. If a statewide or university contract or an intergovernmental purchase is not an option, the item may be exempt ([NIGP Exempt list](#)). For sole brand, competitive solicitations or open market, the college or department provides their requirements or specifications with the requisition. Depending on the complexity

a Buyer or Contracting Officer conducts the solicitation. Complex requirements require the skills of a Contracting Officer.

In some instances, a contract is attached to the ePro requisition for an open market purchase of \$24,999 or less. Unless the contract is an approved template (i.e. Lecture or Artist agreement), these contracts must be submitted for contract review in the KSU Contract Management System (developed by Agiloft).

Upon receipt of the requisition and contract, the Buyer reviews the contract and notes any terms that are inconsistent with state rules. For example:

- payment terms other than Net 30 days should be discussed with your supervisor
- ambiguous or insufficient scope of work
- termination clause with a penalty or termination for default only
- incorrect contracting party, i.e. KSUAA or KSUF instead of KSU
- contract period that exceeds one year or automatic renewal
- renewal terms should be at the state's option or mutual consent
- missing required clauses, i.e. background checks
- web links on the contract should be downloaded and included in the contract submission on CMS.

More details are on the Contract Review Checklist – Appendix J

Roles – Users of [ePro](#) are distinguished by the roles assigned to them. These roles include:

- *Requesters* – Requesters may order goods and services off existing contracts or make a special order request on the eProcurement system, which includes the [GeorgiaFIRST Marketplace](#). Training is strongly recommended for requesters and approvers. Online training is available through OwlTrain, hosted by University Information Technology Services (UITS). Drop-in training dates are posted on the Fiscal Services webpage or an email can be sent to purchasing@kennesaw.edu.
- *Approvers* – Approvers are necessary to assure that each purchase meets departmental approval and university standards for technology, health and safety concerns, infrastructure and branding. Under this system, Contract Compliance approval is still a separate process and the end user must submit the contract to

Contract Compliance or attach the contract to the ePro requisition. Training on ePro and the Contract Management System is recommended for new approvers.

- *ePro Administrator* – The ePro Administrator monitors requests made in the system and assures that necessary approvals are received. The ePro Administrator is required to undergo the training recommended for shoppers, requesters and approvers (required for Buyers as well).

Note: Instructions for using ePro are available on the Fiscal Services/Procurement website at <https://fiscalservices.kennesaw.edu/procurement/faqs.php>

Competitive Solicitations – A competitive solicitation may be required when a shopper/requester requests goods or services not contained in any existing contract. This could be a one-time purchase or a new university contract. Determining whether it's a one-time purchase or an ongoing need is based on the department's request or a review of prior department and university spend data for the product or service. If it is a one-time purchase resulting in a purchase order only and no renewal options, then a Buyer processes the action. If the product or service will be an ongoing need then a Contracting Officer will coordinate a "sourcing team" which will include stakeholders from the requesting department or multiple user departments and, at times, a Fiscal Office representative.

Note: A "sole brand" purchase requires competitive bidding because the specific item (typically a name-brand item) is available from more than one supplier, reseller or authorized dealer.

After first determining whether a competitive solicitation is required (\$25,000 threshold met, no exception or exemption is applicable), the Contracting Officer:

- ✓ conducts the solicitation
- ✓ awards the contract
- ✓ advises the department to approve or update changes to the requisition on the ePro System, based on the award information
- ✓ facilitates contract execution

Once the contract is signed by the supplier, the Buyer creates the purchase order and submits the contract and purchase order to the authorized signatory for execution of the contract to the winning supplier(s).

Note: In the last quarter of the fiscal year, in order to give the contractor sufficient time to perform the contract, the contract term may extend beyond the existing fiscal year to the end of the next fiscal year, i.e. April 1, 2022 – June 30, 2023.

Identify the Recipient or Project Manager – Unless the Buyer intends to be the recipient of goods delivered or services performed, the identity of the recipient or project manager, their telephone number and email should appear on the face of the purchase order. It is important that the Buyer discuss with the recipient or project manager their respective roles and responsibilities, particularly if services are to be performed on campus.

Signature – The University has a Contract Approval and Signature Authority Policy that assigns authority to sign contracts, agreements and purchase orders. This document is included in the Policy Portal at: [Contract Signature Authority - Fiscal Services - Contracts | KSU \(kennesaw.edu\)](#) and on the Fiscal Services - Contract Compliance webpage

Documentation – For review and record-keeping purposes, purchase orders must be supported by complete documentation kept in chronological order. This list below is inclusive of all possible documentation except for email correspondence. Not all items below are applicable to each purchase, just the initial purchase order issuance:

- ✓ Completed eSource/RFP/SS Checklist Form
- ✓ Bid Tabulation
- ✓ Reference Form or Current Annual Contractor Review (ACR)
- ✓ Notice of Award/Notice of Intent to Award
- ✓ Purchase Order
- ✓ Contract (or quote) with Insurance Certificate(s)
- ✓ Project Milestones
- ✓ eSource or GPR solicitation documents
- ✓ Bids Received
- ✓ Pre-bid Sign-in Sheets and Notes
- ✓ Communications (Such as Emails)
- ✓ Copy of Requisition

OwlPay

The OwlPay System is an electronic payment approval system that is used for non-Purchase Order related payments. For invoices resulting from services or products received through the purchase order process, an OwlPay request is not necessary.

OwlPay payment requests follow the same approval chain as ePro to ensure proper authorization is received for a payment. With this system, end users request that a payment be issued to pay for services rendered or reimbursement of other expenses. See also Appendix B – SAO Purchase Order Policy.

[Job Aids](#) for OwlPay are available on the Fiscal Services-Accounts Payable webpage.

Assets

An asset is a non-consumable, tangible item greater than or equal to \$3,000, with a useful life of more than three years. When an asset is received, the receiving college/department must “receive” the asset in PeopleSoft so that the vendor will be paid. Assets are recorded and tagged for inventory and accounting purposes, by end-users, in collaboration with the Asset Management unit in Fiscal Services

- Receiving – Receiving in PeopleSoft is distinct from actual, physical receipt of the item. [Job aids](#) to receive assets and other items in PeopleSoft ePro are available on the Fiscal Services – Procurement website under FAQs, Job Aids, and How Do I Buy. *Buyers do not receive items procured as this presents a conflict/internal control issue.*

Physical receipt of products involves the following:

- a. Confirming delivery address
 - b. Checking package for visible damage
 - c. Asking carrier to note visible damage on the freight/delivery slip
 - d. Sign delivery paperwork, noting visible damage
 - e. Match packing slip and contents
 - f. Notifying the vendor of discrepancies, with a copy to Purchasing.
- Recording and Tagging – Some recording and tagging is performed on tangible items that are not technically “assets.” Computers and audiovisual equipment are examples.

- Small Value Assets – Asset Management makes a distinction between assets having a value of \$3,000 or more (a small value asset) and other assets (with a value of \$5,000 or more).

VI. Contracts

Buyers are expected to acquire a basic competence in contract matters but may rely on the Office of Legal Affairs to assist with issues as they arise. All University purchasing involves contracts; it is the basic piece of documentation that is required by auditors.

- A. Purchase Orders – Purchase Orders are a type of contract in that they contain an offer to buy and a promise to pay. They are different in how a vendor would accept the University’s offer. See Contract Principles below and Appendix B – [SAO Purchase Order Policy](#).
- B. University Purchasing Card – It is sometimes said that a P-Card is a method of payment, not a method of purchasing. Nevertheless, a few ancillary contracts involving a few parties supports P-Card use: a bank and the University, the end user and the University, a bank and the participating vendor; and often, the University and the vendor. P-Card statements and supporting documents are subject to internal and external audits.
- C. Contract Principles – Simply put, a contract is an exchange of promises (e.g., “I promise to mow your lawn if you pay me” and “I promise to pay you if you mow my lawn”). A contract involves “meeting of the minds” on all essential terms (“I promise to mow your lawn today with my mower if you pay me \$10 no later than tomorrow, in cash,” etc.). Usually, one party makes an offer, and another party accepts. Elements of a contract include:
 - ✓ **Consideration** – The promises that are exchanged must have some value; otherwise, it is not a contract but (perhaps) a gift. Since a contract is an exchange of promises, each promise is given “for consideration” of the promise received.
 - ✓ **Meeting of Minds (Mutuality of Obligation)** – The parties must be in actual agreement as to essential terms such as how much. When? Who

does what? Where does the “exchange” take place? The number and types of essential terms will vary, depending on the circumstances.

- ✓ **Offer and Acceptance** – Usually, to bind a party to an agreement, the acceptance must be made in the same manner that the offer is made. If an offer is made in writing, then the acceptance should be in writing. However, an offering party can specify how acceptance is to be made. For example, with a purchase order, an offer is made to purchase goods or services, and a vendor accepts by performing (and not by promising to perform later). Generally, written contracts state promises to be performed by each party sometime in the future.
- ✓ **Form** - Important contracts are made in writing, including all modifications, amendments and addenda. All University contracts are important contracts.

Note: Generally, the following types of contracts need to be executed in writing [in order to be enforceable](#).

- Real estate sales
 - Real estate leases for longer than one year
 - Agreements to pay someone else's debts
 - Contracts that take longer than one year to complete
 - Contracts for over a certain amount of money (dollar amount varies by state)
 - Contracts that will last longer than the life of the party performing the contract and
 - A transfer of property at the death of the party performing the contract.
- ✓ **Competency and Capacity** - Signatories have complete legal authority and ability to be held liable for the duties he or she agrees to undertake, unless the person is a minor, mentally incapacitated, or intoxicated.

Role of Procurement

All university contracts must be reviewed by the Contract Compliance office with a few, specific exceptions - see Appendix C – [Exemptions to the Review Requirements of Contract Compliance](#).

A purchase with a new vendor should be accompanied by a quote or an agreement for items or services of \$24,999 or less. The quote or agreement should be submitted as an attachment to the ePro requisition so that all approving parties can review the scope and terms of the agreement. For these submissions, the Buyer reviews the requisition and submits the contract to Contract Compliance with their comments and those of other ePro approvers.

At times, when the purchase must be expedited or there's a delay in vendor registration, the requester may submit the contract directly to Contract Compliance. The Contract Compliance office operates under the auspices of the Office of Fiscal Services; however, Fiscal Services and Legal Affairs jointly create the procedures for the office.

Unfavorable Terms and Conditions

The State Attorney General's Office advises all state agencies (including the University) to avoid signing agreements that have certain terms and conditions or fail to contain others. These include:

- Indemnity Clauses – These clauses are sometimes called “hold harmless” clauses and they may require the University to reimburse a vendor for harm that occurs because of the vendor's own actions.
- Choice of Law and Venue – Some contracts would have the University bring suit for unsatisfactory performance in another state or in accordance with another state's interpretation of laws. Such contracts are to be avoided.
- Limit on Future Purchases – State agencies (including the University) are not permitted to commit the state to payments that would extend further than the current appropriation year (only the Legislature may do so). Accordingly, all contracts must expire within the year they are made, and can be extended for limited periods (four annual periods) only by affirmative action of the University (usually, in the form of renewal documents, agreeing to continue a contract for an additional one-year term). In a few cases, such as dining services, the State (DOAS) may approve a multi-year contract.

A letter prepared by our Office of Legal Affairs may be forwarded to vendors who insist on using their form of agreement, rather than the University's own form. The letter advises the supplier of terms that the university considers prohibitive and is located on the Fiscal Services/Contract Compliance/Resources webpage labeled [“Letters to Contractors/Vendors regarding Legal Issues related to KSU contracts”](#).

More recently, January 2, 2021, the State of Georgia adopted [O.C.G.A. §50-5-64-1](#). This law provides a list of prohibited contract clauses so that if they are included in a university contract they would be void and not enforceable.

Scope of Work

Many contracts (including the University's own) have boilerplate language and a few blank spaces for things such as the date and the contract dollar amount. One of the important blank spaces is a place to describe the goods and – especially – the services to be provided by the contractor. For services, deliverables with related milestones should be included in the scope of work. Much thought should be given to these descriptions and, usually, the Office of Legal Affairs should be asked for input. At minimum, a statement of work should include the following

- ✓ *Scope of Work* – summarize the work to be done, including each party's (KSU and Contractor) responsibility under the contract.
- ✓ *Location* – identify the location where the work will be done and any hardware, software, staffing and facility to be used.
- ✓ *Period of Performance* – specify project start and finish dates.
- ✓ *Reporting* – identify the reports you expect from contractor, if applicable.
- ✓ *Deliverables* – list schedule of deliverables or work product including due dates.
- ✓ *Payment* – payments may be based on deliverables, submission of reports, partial payment based on milestones achieved or one payment at the end of the project.

Independent Contractor – In drafting a scope of work, the drafter should use care to focus on the results that are desired, being careful not to dwell on the means and manner of accomplishing tasks. If an end user desires to exercise great control over the means and

manner of performance, perhaps the end user should consider a temporary employee relationship. – See Appendix D - Independent Contractor vs. Employee Checklist

Supplier's Suggested Scope – A vendor may offer to draft the scope of work/services to be provided, but such offers should be viewed with caution. The resulting scope of work may favor the vendor's interests while subverting the University's interests. For example, the vendor may not provide a deadline for the completion of all work.

Timetable – For work of any duration, a timetable should be created. Payments should be contingent on accomplishing phases or milestones.

Periodic Reports – Sometimes, work will be performed, but a vendor can only demonstrate this with difficulty (e.g., software consulting). It is important for state agencies to be able to show something tangible for money paid. Therefore, the scope of work should (when feasible) require that a report be prepared and submitted with the invoice, or that periodic reports be created as a condition of payment for a phase of work performed.

Trouble-shooting – In drafting a scope of work, it is important to visualize what may go wrong at each phase of performance and create scenarios for their resolution. For example, what should happen if a building contract digs up earth and cuts power line or reaches solid rock? What is the contractor's responsibility? Another scenario, what happens if student, employee, or financial data is lost due to the consultant's work? What should be the remedy?

KSU v. Non-KSU Contracts

Because many vendors have their own contracts which contain terms and conditions that are unfavorable to the University's interests, Buyers and Contracting Officers (as well as any other University employee who attempts to purchase goods or services with a contract form) should use the University or DOAS' contract forms whenever possible.

- Policy – As a matter of University policy, contracts must be reviewed and approved through the University's Contract Compliance office. Use of pre-approved KSU templates or DOAS contract forms, without modifications, does not require prior approval by Contract Compliance, since they have been approved for use by Legal Affairs.

- Contract Review – End users must submit contracts for review through the [Contract Management System](#).

At times, the university may have to use the Supplier's terms and conditions, sometimes with modifications. This is especially true of software license agreements and subscription contracts. In these instances, Legal Affairs may advise that we also use the [Purchase Order Addendum](#) or the State Entity Contract. Both contract forms should indicate that their terms supersede that of the supplier's. There are situations where a vendor will request adding their terms and conditions to a KSU standard contract, such as the State Entity Contract. Assuming this is acceptable to the initiating department (or the RFP committee, if applicable), the request submitted to the Contract Compliance office for review should include all applicable terms and conditions (not just the vendor's terms), *including the comments or modifications made by the initiating department or the RFP committee*.

VII. Contract Forms

Contract forms may be posted with other solicitation documents on the [Georgia Procurement Registry](#) website. A contract is a written document between two or more parties describing the terms and conditions for the acquisition of goods or services to be provided and the manner of payment for them. The Contract Management System generates a few different types of contract forms for different types of purchasing situations.

No Guaranteed Amount – This term is used on the State Entity Standard Contract Form to signify that the contract has an indefinite quantity amount. At KSU, we commonly call this an open contract where we will be issuing purchase orders as needed during the contract term.

- The “No Guaranteed Amount” term should be used in the following categories on the form - Maximum Amount of this Contract and Total Financial Obligation of the State Entity for each Renewal Period if Renewed. Total Financial Obligation of the State Entity for the First Fiscal Year should be an amount equal to the amount on the Notice of Intent to Award and the Notice of Award
- For open, agency contracts, the amount posted on the NOIA and NOA should be based on the previous spend data marked up by at least 50 percent, and never less than \$100,000, since analysis of spend is not a flawless process. We do not always capture the full spend on a service or commodity because some purchases

may be omitted due to coding issues on P-Card and PeopleSoft. Also, with the continuing growth at the university, it is better to over-estimate than underestimate. A gross underestimation may require reposting the solicitation or best-case scenario, an amendment to the contract.

- Fixed, one-time, open market purchases, NOA, NOIA – if applicable, and the contract should state the amount quoted by the offeror/supplier in response to the RFQ or the supplier’s quote.

Terms and Conditions:

1. **Purchase Order Addendum** – Use this terms and conditions sheet for purchase orders. On purchase orders issued without a solicitation, state: “This purchase order is issued subject to the terms and conditions attached hereto and incorporated by this reference herein.” Although primarily intended for goods, it may also be used for the purchase of services.
2. **KSU CMS Contract Template** – Using the University’s Contract Management System, provided by Agiloft, Contracting Officers may select the appropriate contract template for goods, services, and technology.
3. **DOAS State Entity Templates** - These may also be used, if it’s more appropriate. However, as stated previously, only one set of terms and conditions should be used with any given contract.
 - a. **eSource Contract Documents** - Applicable to all solicitations posted within eSource, DOAS State Purchasing Division electronic RFQ system.
 - b. **Goods and Ancillary Services - Fixed Quantity** – Use this contract form when purchasing a fixed (or specific quantity) of goods.
 - c. **Goods and Ancillary Services - Open Quantity** – Use this form when the requesting department wants to be able to buy additional quantities throughout the year from the supplier.
 - d. **Equipment Rental/Lease** – Use this form for soliciting bids for the lease or rental of equipment.
 - e. **Services** – Use this form to contract for solicited services

- f. [Software](#) – Use this form for the solicitation of software purchases.
4. **Construction Contracts** – If your project involves furnishing materials *and* their installation, then BOR rules apply, not DOAS rules. The Board of Regents has developed its own set of contract documents for public works/construction projects. The following resources should be reviewed before proceeding with construction or public works projects.
- Board of Regents- Office of Real Estate and Facilities [Contract Documents](#).
 - BOR – Office of Real Estate and Facilities/ Resources – [Level of Delegated Authority](#) to verify KSU’s delegated authority for procuring construction projects and licensed consultants.
 - [Bid, Advertisement and Bond Requirements](#) pertaining to public works procedures

Board of Regents contracts are **one-time-only contracts** and do not permit annually renewable contracts with contractors. Informal advice from BOR suggests that we should use the Services Contract (above), noting renewal options on the face page, plus the Construction Supplement as an attachment to the Services Contract for maintenance and repairs.

5. **Lecture Agreements** – Lecturers are exempt from competitive bidding requirements. The Lecture Agreement [form](#) permit end users to contract with lecturers. These agreements are templates on the Contract Management System and only require Contract Compliance approval if any of the terms are modified. End users complete this document and obtain the appropriate signoffs. If the payment is \$2,500 and above, a requisition should be submitted, and a purchase order created. [State Accounting Office \(SAO\) Purchase Order Policy](#) requires a purchase order for services of \$2,500 or more in order to capture [eVerify](#) information. For lecturers not represented by an agency this simply means getting a copy of their driver’s license as they have zero employees. If we are contracting with an agency (speakers bureau) for one of their speakers, and the cost is \$2,500 or above, then the eVerify form will need to be completed by the firm.

For payments of less than \$2,500, an OwlPay request for payment is submitted to Accounts Payable upon completion of the lecture.

Lecturers do not present a high risk to the university in terms health and safety, which is why waiving insurance and an insurance certificate, is acceptable. Please check with your supervisor or manager regarding insurance when a lecturer will not be simply speaking but may be demonstrating or using equipment or a gadget, etc. When in doubt, escalate to your manager.

Artist Agreements – These agreement [forms](#) permit end users to contract with performers (hip hop/rock bands, actors, etc.). Agreements with performers are *not exempt* from competitive bidding requirements, and if the \$25,000 threshold is met, as a matter of internal procedure, the end user should prepare a sole source justification [form](#) to document the selection process. eVerify and a purchase order is also required for these services when they are \$2,500 or more – see, [State Accounting Office \(SAO\) Purchase Order Policy](#). These agreements may include insurance depending on the type of performance.

6. **Contracting with Employees of Other USG Units** – Sometimes a professor at another University System of Georgia institution will be invited to lecture on his or her specialty or perform other work related to their expertise. This activity requires the sign off by the presidents of both institutions on a [Dual Appointment Agreement](#) that can be found on Human Resources website. Purchase Orders are not used for this purpose.

VIII. Administrative Requirements

Frequently, Buyers and Contracting Officers are required to assemble contract documents, particularly in competitive bidding situations. There are administrative procedures to follow and rules to remember before the contract award is executed by the University.

1. **Business Registration** – New suppliers to the university should be checked to ensure that they a registered business with [Office of the Georgia Secretary of State](#).

2. **Be familiar with University Contract Documents** – Focus especially on the scope of work, the university’s responsibility under the agreement and rights to withhold payment and terminate the agreement.
3. **Careful review of suppliers’ bids, proposals and quotes** – Sometimes a proposal, bid or quote will contain unfavorable terms or terms that contradict our own. It will be necessary to identify all such terms and require of the bidder that such terms be removed from the final bid documents that, combined with University documents, comprise the contract with the supplier or contractor.
4. **Department of Revenue** – Clearance from the State of Georgia Department of Revenue is required for contracts equal to or exceeding \$100,000.
5. **Insurance Guidelines** – University contracts require that suppliers and other contractors compensate the University for any harm they cause. Nevertheless, such promises are worthless if they are without the funds to make good on their promises. Requiring that suppliers and contractors carry insurance (and sometimes surety bonds) assures that funds will be there if harm occurs.

DOAS Guidelines – DOAS has issued, and periodically updates, the [Insurance and Bonding Guidelines](#) electronic booklet. These guidelines offer suggested minimums for contractors and suppliers who provide services to the University. The guidelines specified in the booklet should be given due consideration based on the level of risk to the university. Adherence to these guidelines are recommended but not mandated. Exceptions to DOAS guidelines require consultation with your manager, Risk Management and Legal Affairs.

Before decreasing or increasing insurance requirements set by DOAS guidelines, consider the following:

- Assurances in purchasing Goods – Generally, goods are sold with express or implied (implied by operation of law) warranties which are typically deemed sufficient to protect the University and the State from harm which may arise from defects.
- Major Companies, Commercial Delivery – If the goods are sourced from a major corporation (with concern for their reputation), and if the goods are simply delivered by commercial carrier (FedEx, UPS, etc.), then the imposition of additional assurances in the form of insurance is perhaps unnecessary.

- New or Small Companies, Delivery and Installation – On the other hand, new or small companies, companies that deliver potentially dangerous goods, or contracts that require a level of service such as installation, in addition to the delivery, of goods/equipment may require the imposition of additional insurance requirements.
- Exposure to Risk – The [Insurance and Bonding Guidelines](#) offers discussion on the fundamentals of insurance, and perhaps the most important concept is “exposure.” The need for insurance does not depend on the contract amount, rather the exposure to risk. Consider the following:
 - Low Cost, High Risk – A plumber may be called out on a \$200 leaking faucet job, but her welding torch might set fire to insulation behind the wall, creating the risk of destruction of property and even the loss of lives.
 - Low Cost, Low Risk – A professor may engage a secretary to perform typing services off-campus. Although the secretary may be required to deliver the typed manuscripts to a campus location, their auto insurance is likely adequate to cover accidents which may occur.
 - Few Bright Lines, Professional Judgment Needed – Buyers are urged to adhere to guidelines offered in the DOAS booklet and should bear in mind that the guidelines are just that “guidelines.” The university can exercise discretion. In the event of any uncertainty, then both the University’s Risk Manager and the Office of Legal Affairs should be consulted.
 - The Certificate of Insurance – Contractors and suppliers provide proof of [insurance](#) on an insurance certificate, and these must be provided prior to allowing them to commence work under their contracts. Typically, such certificates are provided on a standard, “Accord” form, but other forms in a standard format are acceptable. Beware of non-standard forms and send a copy of all such forms to the University’s Risk Manager before work commences. Note that the Buyer or designee should always forward a copy of the insurance certificate to the Risk Manager for their files.

6. **Bonds** - Bonds guarantee that a contract will be carried out, or that the University will be compensated for a failure to sign the contract, if awarded; or that, in certain circumstances, subcontractors will be paid (public works contracts valued at \$100,000 or more), for example. Again, questions should be directed to both the University's Risk Manager and the Office of Legal Affairs. Requirements for Bonds or Letters of Credit can be found at Section 4.5.8 of the [GPM](#).

Note: The State of Georgia is largely self-insured against claims brought against it (although the State does maintain excess and umbrella coverage above its self-insurance amount) - State Tort Claims Trust Fund. Some, but not all contracts require that contractors and suppliers reimburse the fund for any losses incurred by the State. It is not important to insert language into a contract protecting the Fund, but it is important to protect the Fund from any contractor or supplier attempting (through contract language) to be released from such obligations, i.e. indemnification of the supplier. See, O.C.G.A. [§ 50-21-33](#) (2011), et seq.

7. **Vendor Registration** – In order for a vendor to be paid, the vendor must be entered into our financial system, PeopleSoft. To gather the necessary information for vendor registration, the supplier must complete a Vendor Authorization Form sent to them by their campus contact. These forms are no longer accessible on our website due to the increasing number of scams and fraudsters attempting to divert legitimate vendor payments to their accounts. There are tax consequences for the University and the supplier if taxes are not withheld in appropriate circumstances. The form establishes the proper relationship between the University and the supplier.
8. **eVerify** - a web-based system that allows enrolled employers to confirm the eligibility of their employees to work in the United States. A few facts about eVerify:
 - a) The final phase of the [Georgia e-Verify law](#) requires that private employers who have 10 or more employees (as of January 1, 2013) must start using the federal e-Verify system for new hires as of July 1, 2013.
 - b) The final phase of this law expanded the e-Verify requirement to thousands of small businesses that are contracted to perform labor or services in

excess of \$2,499.99, ranging from public construction to information technology and accounting services.

c) History of eVerify in Georgia:

When the Georgia eVerify law (House Bill 87) was passed into law in 2011, it set the effective dates for Georgia employers to use eVerify in three phases:

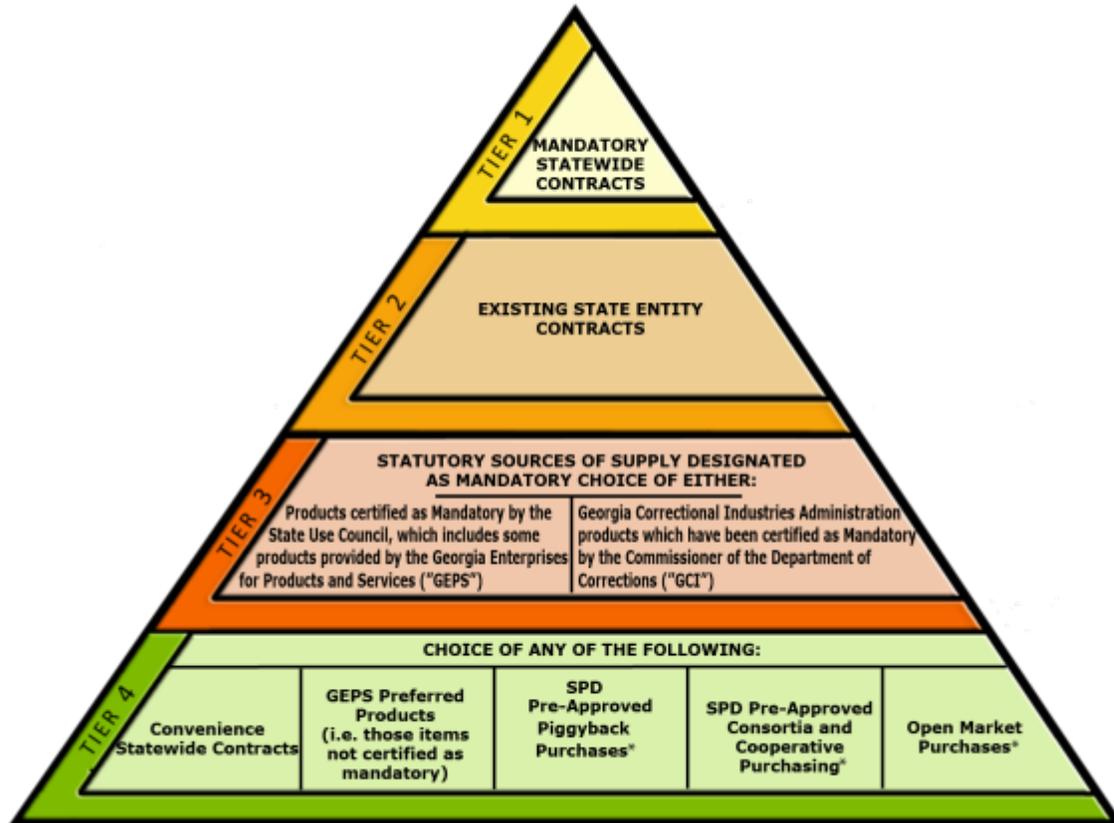
- **January 1, 2012:** Effective for employers with 500 or more employees.
- **July 1, 2012:** Effective for employers with 100 or more, but fewer than 500, employees.
- **July 1, 2013:** Effective for employers with more than 10, but fewer than 100, employees.

Georgia employers are advised to be fully compliant with I-9, e-Verify and associated practices. This includes KSU and other USG institutions. KSU's eVerify compliance is managed by the Human Resource office. If requested, KSU eVerify number is available from that office.

9. **Who Signs First?** – The vendor or contractor should be required to sign the contract documents before the contract is signed by an authorized signatory of the University. Hard copies or DocuSign may be used for contract signing. If hard copies are being used, at least two “originals” should be signed. This procedure prevents an unscrupulous contractor from altering the contract language with handwritten interlineations. On occasion exceptions are made to this requirement; consult with your manager for permission to make an exception.

IX. Order of Precedence

The state of Georgia requires procurement professionals follow an order of precedence in purchasing, as illustrated in the diagram below.



Tier 1 - Statewide Mandatory Contracts (SWCM)

These contracts, managed by the Department of Administrative Services, must be used by all state entities, including colleges and universities, and may be used by local government entities, with the issuance of a purchase order (see [SAO Purchase Order Policy](#)) or P-Card.

Use of state contracts offer several benefits including:

- A. Time savings - The University has minimal administrative duties with these contracts, e.g. [eVerify](#), [insurance](#) and other compliance documents have already been collected by DOAS.

- B. Catalog pricing – Maximum prices are stated in the contract. The university may negotiate lower pricing based on volume or usage of the contract.
- C. Unlimited spending – There is no cap or maximum contract amount on statewide contracts. Use of statewide contracts (both mandatory and convenience) is not limited by dollar amounts or the university’s delegated purchasing authority so monitoring of spend data is not required.
- D. [GeorgiaFIRST Marketplace](#) – This is an online ordering system for some of the statewide contracts that have catalog pricing. It allows state agencies and universities’ end users to order items directly, using PeopleSoft ePro. Once the order is placed, the system generates a purchase order to the supplier. Requesters can save items as “Favorites” so that ordering becomes simpler over time.

Tier 2 - State Entity (Agency/University) Contracts

Like statewide contracts (Tier 1), university contracts are awarded through a competitive solicitation process. Orders from these contracts can be fulfilled quickly since only a purchase order is needed. All other required documentation was collected upon award of the contract and renewals thereafter.

Note: Tier I and Tier II contracts help us avoid duplication of effort and waste of the state’s resources. The College University Procurement Officer (CUPO) and the Department of Administrative Services, must approve waiver requests for exceptions to the Order of Precedence and Statewide Mandatory Contracts. University contract waivers require CUPO approval only.

Tier 3 – Statutory Sources

Statutory sources of supply deemed mandatory, by the Georgia Legislature or DOAS, do not require competitive bidding but may require approval of the State Use Council. See Section 1.3.3, [GPM](#).

- A. [GEPS](#) – State certified products or services provided by the Georgia Enterprise for Products and Services.
- B. [GCI](#) – State certified products offered by Georgia Correctional Industries.

Not all products or services from these two entities are deemed mandatory by the State, only the certified products.

Tier 4 – Other Purchasing Methods

- A. Statewide Convenience Contracts and GEPS Preferred (non-mandatory) Products – Use of these contracts are recommended to save time on purchasing and ensure compliance with State procurement rules.
- B. Piggybacking – With permission from DOAS, the University may purchase goods and services from a contract awarded by another state agency or university without competitive bidding, but only for a limited time and only in limited amounts. See applicable procedures and request form at Section 1.3.4.3., [Georgia Procurement Manual](#).
- 1) Internal Policy on Piggybacking – The University should also be willing to permit other state entities or universities to piggyback on Kennesaw State University contracts under the following conditions:
 - The contract is not a sole source award or a contract resulting from a waiver issued by DOAS.
 - There is available volume or anticipated unspent dollars on the contract. Most, if not all, “No Guaranteed Amount” contracts are acceptable for piggybacking.
 - 2) DOAS Approval – Buyers are advised that piggybacking requests can require much effort and expenditure of time, while resulting in a possible denial from DOAS.
- C. Consortia and Cooperative Purchasing (also known as a Group Purchasing) – This is a mechanism for two or more independent organizations with similar purchasing needs to combine their requirements to better leverage their buying power and achieve more favorable terms and pricing from vendors. Use of cooperative purchasing reduces the workload for members by eliminating duplication of effort in issuing RFPs and managing contracts for the same good/service. Public advertising of the scope of work is required. See Section 1.3.4.4 of the [GPM](#) for Consortium/Cooperative Purchasing procedures

The consortia/cooperative procurement process does not apply to any of the following purchases:

- Purchases which are exempt from the competitive solicitation process and/or the State Purchasing Act Purchases,
- Purchases from mandatory or convenience statewide contracts,
- Purchases from existing state entity contracts,
- Purchases pursuant to Tier 3 of the [Order of Precedence](#),
- SPD-approved "piggyback" purchases, or
- Any contract resulting from a competitive solicitation conducted in accordance with the provisions of this manual even if only one responsive and responsible bid/proposal is received.

D. Open Market Purchases – When items cannot be sourced through the methods in Tiers 1,2,3 or other methods in Tier 4, a competitive solicitation is required for goods and services that may cost the university \$25,000 or more over the course of a fiscal year. This threshold applies to reasonably foreseeable purchases for the university, not individual departments, each fiscal year.

Example 1 - If a program uses a consultant each year for three years and pays him or her \$20,000 annually but in the fourth fiscal year, due to some operational needs, the consultant is paid \$27,000 for their services. This expenditure was not reasonably foreseeable. However, if in the first year, the consultant was paid \$20,000, then the next year - \$22,000, third year - \$24,500 then it is reasonably foreseeable that in the fourth year, the consultant costs would be above \$25,000 or approximately \$27,000 as the cost of the consultant has been growing by at least ten (10) percent each year.

Example 2 – Department A is using a software product, Ryddem, with a total cost of \$21,600, including licenses. Unbeknownst to Department A, another department, Department B is using the same product. For Department B, the cost is only \$6,000. A diligent buyer receives a requisition from Department B, checks the spend data for this supplier

and realizes that a purchase order for \$21,600 has already been issued for this product. What should the Buyer do? Create the purchase order for Department B, notify your supervisor and the contracting team. *This was unforeseeable on the part of both departments.*

X. Exceptions to Competitive Bidding

While competitive bidding is the law, it does add cost, it can be burdensome, and it can create hardships by reducing choices. Several exceptions to this basic law (of purchases through competitive bidding) exist so that these unfavorable effects are minimized. Note, however, that it is important to comply with all limitations established for each of these exceptions.

\$25,000 Threshold

The Georgia Legislature mandates competitive bidding, but it also declares in a separate statute that competitive bidding is not required if the goods or services can “reasonably be expected” to cost less than \$25,000. [O.C.G.A. § 50-5-59\(a\)](#).

- A. \$25,000 Threshold – The threshold at which competitive bidding is required is applied on a *reasonably foreseeable* basis. If it is *reasonably foreseeable* that needed goods or services of a certain specification will be required during the fiscal year and the expected cost of the reasonably foreseeable needs will meet or exceed the threshold, then competitive bidding will be required. See the [Georgia Procurement Manual](#).
- B. No “Bid-Splitting” – Departments may not split reasonably foreseeable purchases into two or more transactions for the purpose of circumventing the \$25,000 “threshold.”

Sole Source

When a Buyer determines that only one supplier can provide a needed item or service, the source of supply is considered a “sole source,” and will not require competitive solicitation. A “sole brand” purchase, on the other hand, requires competitive bidding because the specific item (typically a name-brand item) is available from more than one supplier, reseller or authorized dealer. Sole Source and Sole Brand are similar in one manner only. They both require public notifications. They differ in that Sole Brand requires competition among resellers and authorized dealers and Sole Source does not.

With a Sole Source, the University, is asserting that there is only one viable source for the product or service. See Section 2.3. et seq. of the *Georgia Procurement Manual* for procedures.

Exempted Products and Services

Some products and services are exempted from competitive bidding by operation of state law or by agreement between DOAS and another governmental entity. See [List of Exempt Commodities and Services](#); see also Section 1.2.4., Exempt Goods/Services by NIGP Code in the *Georgia Procurement Manual*.

Emergencies

Recognizing that competitive bidding can be a lengthy undertaking, the law grants an exception in the case of true emergencies such as extreme weather conditions or official-declared emergencies. See Section 1.3.5., et seq., *Georgia Procurement Manual*.

- A. Justify to DOAS – Buyers should ask department end users to draft a justification for the emergency purchase on a DOAS form ([SPD-NI004 Emergency Justification Form](#)), but Buyers should revise the form, if necessary, based on follow-up with the requester, and submit to the Director of Purchasing and Contract Management for internal review before submission. Emergencies that result in “public works” are not under the purview of the DOAS, as all University “public works”, by law, is delegated to the Board of Regents of the University System of Georgia. In these instances, only BOR guidelines and/or approval is applicable.

See Section 1.3.5.1 of the GPM – Utilizing a Purchase Order or P-Card for Emergency Purchases. Also, note Appendix B for a further definition of *Emergency versus Urgent* purchase.

- B. Internal Policy – Purchasing and Contract Management Services has internal policies governing the meaning of true emergencies.
 - 1) Life, Health and Safety – There should be substantial evidence that life, health or safety is or has been jeopardized.

- 2) Poor Planning Is Not an Emergency – Emergency purchases should not be permitted merely due to the poor planning by a University department – See Appendix B.

Contract Amendments and Extensions

There are legitimate ways to amend or extend a contract so that an additional competitive solicitation is not needed or can be postponed. However, there are substantial limitations to this type of action, and great care should be taken to follow both the letter and spirit of purchasing laws, rules and regulations.

A. Contract Amendments – The parties to an existing agreement may alter its price, specifications, duration, etc., provided such changes are within the scope of the original agreement and so long as the overall cost does not exceed ten percent (10%) of the original agreement or \$250,000, whichever is less, within a twelve month period, in our case the fiscal year. More substantive changes must have the prior approval of DOAS. See generally, Section 7.6.1.2., *GPM*.

- 1) Scope of Contract – Buyers and Contracting Officers should review the contract and the amendment’s scope of work to see if an amendment is advisable, based on the GPM and make a recommendation to their supervisor. Legal Affairs should be consulted before Procurement proceeds with the proposed amendment.
- 2) Avoid “End Runs” – The use of a contractor to buy goods or services not within the scope of the contractor’s work should be avoided, as such an action would violate the spirit of procurement laws.

B. Contract Extensions – Multiple year contracts may not exceed five years without the prior written approval of DOAS. See Section 3.6.2., *GPM*.
Note: Terminology matters depending on the audience. DOAS uses the term multi-year to describe their contracts. The federal government distinguishes between multiple year and multi-year contracts. For the federal government, multi-year contracts buy more than one year’s requirement and has a period of more than one year. Multiple year contracts are one-year contracts that have renewal periods to extend beyond the one-year term. With this definition, the federal government would refer to Georgia contracts as multiple year contracts, one year and four renewal options for one year each.

Intergovernmental Agreements (IGA)

Agreements between two or more government agencies for the supply of goods or services available at one of the agencies, not from a contract at the “selling” agency. This method is different from piggybacking in that the government agency provides the service or good, not their contractor. These agreements are not subject to bidding requirements or dollar limits and do not require DOAS approval. See Section 1.2.2.1., *GPM*.

Goods and Services Offered by the University

Department end users frequently fail to take advantage of goods and services offered by the University. Examples include:

- Surplus Properties – e.g., surplus furniture.
- Parking and Transportation – shuttle buses
- UITS- Website Design
- Facilities - plumbers, janitors, movers.

Temporary Employees

Sometimes the services of an independent contractor are requested, when the relationship might more appropriately be one of temporary employment, through Human Resources. Employees, temporary or otherwise hired through Human Resources, are exempt from bidding requirements; it may be helpful to recommend that the hiring college or department review the [Checklist for Independent Contractors](#) early on in the decision process. Temporary employees hired through an employment agency are not exempt. The State of Georgia has mandatory contracts with Temporary Staffing companies for administrative skilled professionals. See Appendix C – Independent Contractor vs. Employee Checklist.

XI. Delegation of Authority

The authority to purchase goods and services rests with the Georgia Department of Administrative Services, and the Board of Regents (BOR) has generally consented to this authority. The Board of Regents retains its authority to conduct solicitations for public

works projects as defined by the Attorney General and approve technology projects above a specified dollar threshold, \$250,000. Therefore, to the extent of the Board’s consent, the University’s authority to purchase goods and services is limited to those actions expressly delegated by DOAS. Purchases outside this delegation of authority from DOAS and BOR to the University are prohibited.

1. Technology Purchases – The Board of Regents (BOR) has retained some authority over technology purchases. Purchases of \$250,000 or more must have the approval of the University System of Georgia’s CIO, prior to the initiation of the solicitation. DOAS purchasing rules (GPM) must still be followed. See [Section 3.1.2.3. of the Board of Regents Business Procedures Manual](#)
2. “Public Works” and Construction Contracts – The Board of Regents (and its system universities) are exempt from the State Purchasing Act (and DOAS authority) in the case of construction and renovation contracts, or “public works.” See Sections 1.2.1.2. (Partial Exemption), 1.3.6.1. (Definition and Attorney General Informal Advice Letter) and 3.5.1.3. (Immigration and Security) of the *GPM*.
 - A. “Public Works” Defined Broadly – For the purposes of this manual, "construction" or "public works" contracts includes contracts for design, engineering, construction, alteration, modification, demolition, maintenance and repair of fixed assets, as well as consultant contracts relative to such activities. Public Works contracts also include all public contracts that are covered by the statutory requirements for a payment or performance bond. As a rule, if the contract is to be performed on public property and involves a fixed asset, the contract is a public works contract. Public Works includes both “furnishing” and “installation,” not mere furnishing of materials. DOAS offers similar guidance in Section 1.3.6.1. of the *GPM*.
 - B. Different Set of Rules Applicable – If services are determined to be public works services, then generally, the Board of Regents [Building Projects Procedures Manual](#) is applicable, *not the DOAS GPM*.

XII. Approvals

Some purchases may not proceed without the approval of various departments on campus. Contrary to common belief, the need for such approvals is usually instigated by other departments, not by the Office of Fiscal Services. Although the electronic requisition system (ePro) will automatically steer a requisition to designated approvers for either approval or denial, it is left to the Buyer to assure that all necessary approvals have been requested. Approvers include:

Contract Compliance – All contracts, service agreements, documents with terms & conditions, licenses, and MOUs must be submitted to the Contract Compliance team for review and approval before being signed and/or executed with payment. The portal for submission of contracts is the [Contract Management System](#) hosted by the Office of Fiscal Services. Once submitted, the document will be issued a KSU Contract number and the review process will take place. Information on this process can be found at: <https://fiscalservices.kennesaw.edu/contracts/index.php>.

Questions regarding contract review should be submitted to: Contracts@kennesaw.edu.

Requester's Manager – A department head, and a business manager, if applicable, within the requester's department will need to approve the purchase based on the manager's determination of allocations from the budget. An ePro requisition will automatically be routed electronically from the requester to the manager prior to Buyer involvement.

Technology products and services include software, iPad Accessories, keyboards, mouse, storage devices, PC Speakers, remote presenter tools, domain names, off-site storage, digital cameras, DVD players, multimedia players, camcorders, tripods, PA systems, recording hardware (including portable equipment), microphones, rental equipment, and other miscellaneous computer and recording equipment and accessories. This includes all purchases, rentals, and/or related services. For the most current technology policy on purchases, refer to the University Information Technology Services (UITs) link and secure prior approval from UITs by completing the web form request at: <http://uits.kennesaw.edu/support/formspurchases.php>.

Design Approval - The KSU Visual Identity Program requires prior approval to ensure the proper use of official KSU logos, official KSU colors, and the University name (this includes any text with "KSU" or "Kennesaw State University"). These guidelines must be used consistently across campus including signage, presentations, employment ads, electronic media (Facebook, LinkedIn, etc.), radio/television ads, and any publications.

The Office of Strategic Communications and Marketing is responsible for producing and approving the use of college-specific and unit-specific logos. Requests for these types of logos should be submitted to logos@kennesaw.edu.

More information on the Visual Identity Program can be found at <https://styleguide.kennesaw.edu/>

Food Purchases (e.g., Papa Johns, Wing Stop, Moe’s... regular delivery/pick-up, etc.) Purchases of food for students must follow the guidelines for “food purchases” in the BOR Business Procedures Manual and must include all required supporting documentation. Documentation must include:

- The Food Documentation Form (required for all food purchases regardless of the fund source used:
<https://fiscalservices.kennesaw.edu/accounting/compliance/food-approval.php>)
- Receipt showing all meals/items purchased with prices.
- Roster/list of participants showing name and signature/check-in of each student for small events (for activities not open to the entire campus).
- Copy of schedule, event agenda, event flyer, or other documentation showing that the meal was to support an authorized student activity.

Note: Food is not allowed on the P-Card for faculty, staff, coaches, or other University employees (e.g.: athletic team travel, competition group travel, sanctioned group events, campus events, Departmental meetings/trainings, etc.).

If a college or department desires use of a caterer other than KSU Catering, or suppliers authorized by KSU Catering, a Catering Exemption Request Form, must be completed and approved: [Catering Exemption Form updated.doc \(kennesaw.edu\)](#)

Large Furniture and Equipment - Because of the Statewide Mandatory Contracts for Furniture purchases (managed by the DOAS), all furniture items must be secured using a contracted supplier. Some furniture and equipment placement may require Facilities approval since new power outlets may be needed, i.e. conference tables, or movement of other furniture in the room. This includes replacing damaged, broken, and/or extremely aged pieces. In addition to the Mandatory Statewide Contracts, KSU’s Surplus must be checked prior to ordering furniture. For more information on the Furniture Suppliers on Mandatory Statewide Contracts, please contact purchasing@kennesaw.edu.

Hazardous Materials – These products may only be purchased with approval from of the Office of Environmental, Health & Safety (EHS). Types of purchases include, but are not limited to, propane tanks, helium tanks (with or without balloons), liquid air, asbestos removal, firearms, explosives, radioactive material, herbicides, fertilizers, paints/stains, chemicals for labs, etc. For assistance contact EHS at ehs@kennesaw.edu or <https://ehs.kennesaw.edu/index.php>

Memberships and Dues - For individual memberships supporting Faculty and/or Staff, the Membership Form must be completed and signed by the individual requesting the membership and the Department Head. The Membership Form is located at: <https://fiscalservices.kennesaw.edu/ap/docs/MEMBERSHIP%20FORM.pdf>

Promotional Items - These type of purchases are allowed with prior approval from the Office of Strategic Communications and Marketing: <https://styleguide.kennesaw.edu/index.php>.

The Procurement Department within the Office of Fiscal Services has secured suppliers for Promotional Items on University contracts. An e-Verify affidavit is on file for each of these Suppliers. The Supplier information can be found under the “How Do I Buy...” section for ‘Printing & Promotional Services’ at: https://fiscalservices.kennesaw.edu/procurement/how_do_i.php

Sponsorships - This purchase is generally not allowable as they imply donative intent. Approval is required from the Office of Fiscal Services (OFS) Compliance team. Contact compliance@kennesaw.edu to determine whether KSU is receiving a benefit of “same kind” for the “sponsorship”, as well as the approved funding source.

If approved by Compliance in the Office of Fiscal Services, approval from the Office of Strategic Communications and Marketing may also be required, as these types of commitments often involve the use of University marks, images, and logos. All sponsorships must be compatible with KSU’s Mission.

Subscriptions – Database/Internet purchases require approval from UITS via Technology Purchases Approval Form prior to processing the transaction. UITS approval must be secured annually at a minimum. <https://uits.kennesaw.edu/support/formspurchases.php>.

In addition to the items that require prior approval before the Buyer or Contracting Officer can initiate a purchase or contract, there are several restrictions and administrative requirements for the use of P-Card. Please review the [Purchasing Card](#)

[Procedures Manual](#) before advising campus customers on the use of P-Card or forward the question to P-Card Administration personnel or email – pcard@kennesaw.edu.

XIII. Procurement Processes

Buyers and Contracting Officers are specialists within Fiscal Services who use their expertise to assist University personnel in the acquisition of needed goods and services for appropriate business purposes, in compliance with laws, rules, regulations, policies and procedures. Purchasing professionals develop expertise in the purchasing processes outlined below.

Analysis

When a requisition (an order for goods or services) is received, basic analysis is necessary to determine the processes and procedures to follow.

Is the Purchase Really Necessary? – Assuming that there is money in the budget and that all approvals has been or will be obtained (determined by requisition process), it is useful to determine whether the proposed purchase will, in fact, help the requester to accomplish his or her objective. It may also be useful to suggest alternatives to purchasing outside the University, if the needed goods or services are available from departments within the University.

Example 1 – Sometimes requested large equipment will not integrate or otherwise be compatible with existing infrastructure, i.e. power outlets, room space, etc. Buyers/Contracting Officers need either to know or know who to ask. In this case, we would recommend that the department consult with the Office of Facilities, Environmental Health and Safety and possibly University Information Technology Services.

Example 2 – Some website design services are available without charge to University departments. Is the requester aware?

Competitive Solicitation or Not – Will the requested purchase conform to one of the exceptions listed in Section X, Exceptions to Competitive Bidding above? If not, then it is likely that the purchase must be a competitive solicitation. Another element is to determine historically how much has the University spent on the service or product. This requires gathering data from Accounts Payable, P-Card and Procurement.

The Buyer or Contracting Officer should run a PeopleSoft spend data query (430_RS_BOR_AUDIT_AP_DETAIL) to see how much has been spent in the past with *suppliers* providing the good or service. Because departments and colleges are not checking with each other regarding purchases or suppliers, Buyers and Contracting Officers are responsible for looking at the overall spending on commodities to ensure compliance with State policy.

Be mindful, that in the Shared Service environment where many universities' vendors are sitting in the PeopleSoft database that a supplier may show up multiple times with different spellings or addresses. Focus on the supplier(s) spend related to this University. After gathering this data, you should follow up with the P-Card team to get spending on the good or service in Bank of America WORKS database for P-Card and combine the two numbers for total spend on the good or service. Remember, although you're looking up supplier spend, there may be more than one supplier providing the service to the university, check each one's spend data on PeopleSoft and WORKS and combine the numbers to determine total spend for the University on the good or service.

Mandatory or Convenience Contract – Some DOAS-awarded contracts are mandatory contracts, meaning that a state entity must buy the goods or services offered on such a contract, if a contract for the specific good or service exists. With DOAS convenience contracts, Buyers need not fill an order from a state convenience contract and may issue a solicitation for the needed goods or services (see Order of Precedence). This may be more time consuming but less costly. Consultation with the department will determine the best route to take to meet the college or department's needs.

RFQ or RFP – If competitive bidding is required, will the format be a request-for-quote or a request-for-proposal? In an RFQ, the specifications are known, and it only remains for the solicitation to determine the *lowest price that meets all the requirements/specifications*. With an RFP, the university expresses a need for a service or product and ask contractors to offer solutions to a problem or need. Proposers submit offers that demonstrate that they can provide a quality *technical solution and a fair and reasonable price*. An evaluation committee assesses the technical proposal based on set criteria and points. Once this technical review is completed, the cost proposal is reviewed, and the Contracting Officer combines the technical and price points for the evaluation committee's review. RFPs allow for negotiations however only the College/University Procurement Officer (CUPO), who has earned a DOAS issued Negotiations Certificate, is authorized by DOAS to negotiate with suppliers.

Best and Final Offer – As part of the evaluation and selection process for a Request for Proposal (RFP) or Request for Quote (RFQ), the Contracting Officer and Evaluation Committee may decide to ask vendors to submit revised pricing through the Best and Final Offer process. Best and Final Offers (BAFO) should be requested when proposals submitted contain cost that are considered too high or not within the project budget estimate. For RFQs, use SPD-EP020 – RFQ Cost Negotiations (Best and Final Offer) form. Negotiations for RFPs are discussed in Chapter 5 of the GPM.

The Contracting Officer and Evaluation Committee decide which vendors are invited to submit best and final offers based on the scores (RFP) or pricing (RFQ). All vendors that submitted substantially responsive proposals may be included, or the evaluation committee may decide to “short list” and invite only the top scoring offerors determined to be a likely contender for award. This decision is based on a cut-off, either through a natural break in the scores between vendors or by choosing the top three, four or five offerors, as stated in the RFP.

The decision to use the BAFO process shall be reflected in the RFP template or solicitation documents. At minimum, the information shall state that: a) BAFO may be used; b) Bidders/Offerors are not obliged to submit a BAFO; and c) There will be no negotiation following the BAFO. BAFO can only be used once in a procurement process and cannot be used in conjunction with negotiation. This is not an opportunity to make material changes to the RFP requirements. It is not permissible at this stage since a material change could have impacted a vendor’s decision to submit a proposal.

The Request for BAFO must provide vendors with instructions for preparing the BAFO response. Establish a deadline for submission of BAFOs. The Contracting Officer must indicate whether BAFOs will be accepted by sealed envelope or electronic submission (fax, email, electronic upload, etc.).

The BAFO must indicate how the revised pricing will be evaluated. BAFOs are normally evaluated as an adjustment to the scores already awarded by the evaluation committee. If an offeror does not submit a BAFO, its immediate previous offer will be considered as its BAFO. Unsolicited BAFOs from offerors cannot be considered. The Contracting Officer must initiate the BAFO process.

ADVANTAGES	DISADVANTAGES
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Only suppliers in competitive range and likely for award	Extends procurement planning timeline
Reduce purchase price. Opportunity to generate cost savings	Suppliers may not reduce price
Bidders have an opportunity to improve their cost	Only one BAFO round can be conducted
May eliminate unnecessary costs, i.e. administrative	Supplier may discover costs that should have been included but were not included initially.
May provide a service at no cost	CUPO cannot do negotiations later
Supplier may include additional features/ services at no additional cost to increase the value of the contract	Potential for protest if BAFO is not communicated/outlined upfront in the solicitation process
May avoid any appearance of unfairness or bias by requesting BAFO	Can have a negative connotation as low balling
Avoids the need for a full negotiation when the concern is limited to cost	
Will only be used to lower cost. (Note: Negotiations to services, warranties, and complex pricing will be done using formal negotiations by the CUPO and cannot be done if a BAFO is done.)	

Unbalanced Bid - An unbalanced bid is defined as either mathematically unbalanced or materially unbalanced. A mathematically unbalanced bid is one containing lump sum or unit bid items which do not reflect reasonable, actual costs plus a reasonable proportionate share of the bidder's anticipated profit, overhead costs, and other indirect costs. A bid is materially unbalanced if there is reasonable doubt that the mathematically unbalanced bid will result in the lowest ultimate cost to the Government.

All bids are subject to review for prices that are either significantly above or below the reasonable cost estimated by University and historical prices kept for related goods or services by the University. The submittal of an unbalanced bid may result in the rejection of the contractor's bid. If the low bid proposal is determined to be materially unbalanced to the potential detriment of the University, it will be considered irregular and will be rejected as nonresponsive.

Fixed Quantity or Open Contract – Sometimes a contract, or a solicitation followed by an award of a contract, will be created to fill an order requesting a definite number of items. Other times, it may be useful to create a solicitation and then award a contract without a known quantity because additional items might be needed later on in the “life” of the

contract, either by the department that requested the items or by other departments that will need the same item. An “open agency contract” does not guarantee the vendor that any specific number of items will be purchased, and the agreement is one in which a vendor simply agrees to keep the price fixed for the term of the agreement. Per Legal Affairs recommendation, the contract amount stated on the cover page of the State-Entity (University) contract is “No Guaranteed Amount.” See the [GPM](#) for more about fixed and open contracts. Note: The Federal government refers to these contracts as IDIQ, Indefinite Delivery Indefinite Quantity.

Sole Source - A sole source is a non-competitive purchase or contract. It is used when only one source exists or only one single supplier can fulfill the requirements. A preference for a brand name product, patent or a request for a proprietary product is not sufficient justification for a sole source. It is important that procurement professionals do thorough and timely market research to determine whether sole source is the appropriate procurement action. Market research should be documented and is subject to Open Records rules.

Based on practices in 41 states, the National Association of State Procurement Officers (NASPO) has determined that the three most common sole source procurement contracts are the following:

- *Systems/product maintenance (e.g., additional licenses, updates, replacement parts)*
- *Information technology*
- *Laboratory equipment*

Whenever possible, we should use KSU’s contract templates for sole sources. In most instances, technology companies and some other suppliers may want the university to sign their contract form. As stated previously, if the department wants to use the supplier’s contract, we should scrutinize it very carefully as the terms will most likely be more favorable to the supplier than the university. The Buyer or Contracting Officer should make note of these types of terms and cite them to the department before the contract is submitted to Contract Compliance for approval.

Note: It is permissible to post the Notice of Intent to Award (NOIA) before the university and the contractor agree to a final contract form and the final terms and conditions.

In a recent audit of Georgia sole source purchases, SPD recommended the following best practices for the sole source scenarios in order to promote consistency amongst agencies and universities:

- Sole Source issued for a one-time purchase of a good or service: after the Notice of Award (NOA) is posted, the PO is created and coded as sole source. The sole source transaction ID from the GPR is noted in the PO header.
- Sole Source issued for multiple purchases of goods/services for a period not to exceed one year: after the NOA is posted, the PO is created as needed and coded as sole source. The sole source transaction ID from the GPR is noted in the PO header.
- Sole source issued to create a multi-year contract for the purchase of goods/services: after the NOA is posted, an agency contract is created, and the sole source transaction ID now becomes the university/agency contract number. All subsequent POs from this event are coded as University/Agency Contract (AC) and the agency contract number is noted in the PO header.

Sole Source processing is covered in Section 2.3.2 of the [Georgia Procurement Manual](#). [KSU Sole Source Justification](#) form is located on the OFS – Procurement Forms webpage.

Sole Brand – A sole brand solicitation has a competitive component to it. The solicitation is restricted to the manufacturer or company brand. Typically, these solicitations involve bids among authorized sellers or dealers. Again, significant market research is necessary before a determination can be made that sole brand is the best method of buying the product. Sole Brands are covered in Section 2.3.1 of the [GPM](#).

Emergency or Urgent –An emergency purchase, based on interpretation of law and policy, is typically limited to the following situations where failure to act immediately would result in:

- 1) Prolonging risk to life, health, or safety of KSU students, faculty, and/or staff
- 2) Further or immediate damage to KSU/State Property
- 3) A major service disruption
- 4) Loss of ADA accessibility
- 5) A necessary service being threatened with material damage or suspension

Per the [GPM](#), Section 1.3.5, it is the responsibility of the College/University Procurement Officer (CUPO) to approve emergency purchases. Although DOAS-SPD grants this authority to agencies, they do require that written notice and justification ([SPD-NI004 – Emergency Justification form](#)) is completed and submitted to DOAS within five (5)

business days of the emergency purchase. Typically, the emergencies described above result in a public works purchase. As you may recall from an earlier section in this manual, DOAS has given a partial exemption to the Board of Regents to manage construction or public works. As a result, these forms do not need to be filed with DOAS when it is largely a public works purchase. However, KSU's procedure is that the department head signs the form and the CUPO approves it.

In emergency situations, departments should take care of the emergency first. If the University has a supplier under contract for the service needed, recommend that supplier to the department and notify the managing department, i.e. Facility Services, and obtain their help in securing the suppliers services immediately.

If no supplier is under contract for the service and the end-user is seeking help to locate reputable suppliers to address the emergency, please contact a member of the [Procurement Leadership Team](#). After the call for assistance to the supplier/contractor, immediately email procurement at Purchasing@kennesaw.edu with the following information:

- 1) A completed [Emergency Justification form](#) signed by the department head
- 2) Any supplier(s) or contractor(s) contacted to assist with the emergency
- 3) Anticipated expense of the emergency, especially if the cost may exceed \$25,000.

Per [State Accounting Office policy](#), purchase orders should be issued for acquisitions of \$2,500 or more where feasible. For life, health and safety emergencies, you may proceed to have the work completed without a purchase order. However, Procurement may request that you create an ePro requisition so that a purchase order is issued subsequently. OwlPay should not be used in these situations.

For **urgent** matters, especially for urgent matters less than \$25,000, "high priority" should be checked on the ePro requisition and the Item Description should start with "Urgent" on the requisition. Please note the following prerequisites for expedited creation of a purchase order.

- 1) If the supplier is not an active vendor in the University's financial system (PeopleSoft), a completed [Supplier Registration](#) form is required before a requisition can be submitted (or request an OwlPay payment).
- 2) For services costing \$2,500 or more, the [Supplier Security and Immigration Affidavit](#) also known as the [eVerify](#) form is required.

- 3) If the item or service cost \$10,000 or more, a price comparison is needed. One way of meeting this requirement is to obtain two additional quotes. If the department does not submit a price justification or two quotes in addition to the selected supplier's quote, then the Buyer is responsible for gathering this information (market research).

Urgent requests of \$24,999 or less will be processed in less than two days upon receipt of a fully approved ePro requisition.

For urgent purchases of \$25,000 or more - Procurement will expedite solicitations, to the extent possible and practicable, within the limits of law, policy, and procedure.

Departments should email purchasing@kennesaw.edu with these requests in addition to submitting the requisition.

Research

Rarely will all information be available to proceed with a purchase without some preliminary research. Working closely with requesters so that aims and objectives are refined collaboratively (or at least borne in mind), a requester's specifications can be checked against similar types of goods and services advertised or otherwise specified on the internet. There are additional resources as well:

- A. University Experts – Buyers/Contracting Officers may find it desirable to refer requesters to, or themselves, call upon, University experts in the subject area of the proposed purchase. Sometimes, multiple meetings may be necessary at which the Buyer/Contracting Officer must assume a leadership role. As a matter of internal policy, IT solicitations for the implementation of new enterprise software or systems must have a project manager assigned from UITS who must be involved in the purchase from cradle to grave and facilitate the implementation. Contracting Officers are advised to discuss whether a project manager is needed before launching a solicitation for software that will be used by more than one department.
- B. Existing Contracts – It is permissible to consult with contacts or spokespersons available through existing contracts, particularly to determine whether a needed purchase conforms to items or services already available under contract.

- C. Potential Bidders – Contact between Department end users and companies who may become bidders on a requested solicitation should be discouraged. The company may be disqualified if it is determined that it influenced the scope of work in any way. Similarly, if consultation with a potential bidder is essential, then Buyers should only contact them in close coordination with a supervisor.
- D. Market Research – Requesters usually perform some market research before making a request. This includes information gathered by attending a conference where suppliers presented the advantages of their service or product, an internet search or reference from a colleague at this, or another, university. It is one of the primary responsibilities of the Buyer or Contracting Officer to perform further research when a new request is received. This can be a formal Request for Information (RFI) document or calls and emails to multiple sources.

In addition to “googling”, the procurement professional should perform a search of previous university spend on this product or service, industry trends, purchases by other government agencies and private industry acquisitions of the same or similar service or goods, locally and nationally. From this market research, the procurement professional will learn:

- 1) Availability of the product or service in the market
- 2) Characteristics of the product or service
- 3) Previous purchasing experiences, pros and cons, with the product or service in the industry.
- 4) To identify newer or substitute products or services
- 5) How to widen the competition level
- 6) If there is additional value to the product or service not previously identified by the requester
- 7) Input for creating a better solicitation document with deliverables that will help with contract management/administration during the contract life cycle
- 8) Identify risks in the crafting the solicitation requirements.

Some questions to consider before or during market research are:

- ✓ Who will benefit from the services the contractor will provide?
- ✓ What service is being sought (i.e., software maintenance, infrastructure modernization, public works)?

- ✓ What outcome(s) will be achieved by acquiring this service?
- ✓ Where will the service be provided?
- ✓ Why is the service being sought?
- ✓ When is the service needed?
- ✓ What impact will this timeline have on the other questions and answers in this section?
- ✓ How has this service been acquired by your office in the past, and what approaches are appropriate for the current need, past and current:
 - Commercial service/item?
 - Through an existing contract vehicle?
 - Small or large contractor?
 - Contract type, firm, fixed price, etc.?
 - Terms & Conditions?
 - Constraints (statutes, regulations, policies)?
 - How was/is this service acquired by other universities? Is this contract accessible to you or the requester?

The Buyer or Contracting Officer should use all available internal sources in addition to external inquiries to gather answers, including current and past contract documents, university strategic plans and operational plans, spending and performance reports, enterprise architecture, interviews with program managers and management.

Budget

Obviously, an absence of money in the budget will end further consideration of a proposed purchase and such determinations are usually made through the budget check process. Buyers may need to refer requesters to the [Speedkey](#) link of the Budget and Planning web page to initiate a requisition.

There are times when Procurement may be asked to proceed with an unfunded solicitation so that a true cost for a project is available if One-Time funds are available to fund project. This is an acceptable practice once resources are available and it does not negatively affect Procurement proceeding with funded projects. When doing these solicitations, Procurement should include a requirement in the solicitation that the supplier hold the price firm for 120 - 180 days, depending on how early in the fiscal year the project is issued.

Solicitation Processes

The Georgia Department of Administrative Services, through their State Purchasing Division (SPD), can be viewed as the state's regulator for all purchasing activities. DOAS officials maintain competency standards and offer training and certification for these purchasing activities; they maintain the [Georgia Procurement Registry](#) where the University's solicitations are posted electronically; they manage bid disputes and protests for all university solicitations, except public works which is managed by the Board of Regents; and they authorize or approve exceptions to purchasing processes. They also manage the State Tort Claims Fund and are a source of information for contractor insurance requirements.

- A. The Seven Stages of Procurement – DOAS has developed a framework for purchasing decisions and activities, which are reflected in their training and certification requirements. Although some materials are found at the State Purchasing Division (SPD) website, [7 Stages of Procurement](#), the page is primarily useful for the Word document links, and a more thorough description of this framework is found in Chapters 1-7 of the [GPM](#).
- B. Georgia Procurement Registry – The [GPR](#) is an electronic website maintained by DOAS where solicitations are posted. Solicitations are posted for periods that depend on the estimated dollar value of the contract, and periods range from three (3) to 30 days.

GPM Table 3.5 Public Posting Guidelines – Competitive Solicitations	
If the Estimated Contract Value is...	Then, the Posting Period is...
Up to \$24,999.99	0 Days (No competitive bid posting is required)
\$25,000 - \$99,999.99	Minimum of Three (3) Business Days
\$100,000 - \$249,999.99	Minimum of Five (5) Business Days <i>NOTE: GA Law mandates NOIA is to be posted for all bids \$100,000 or greater.</i>
\$250,000 or more	Minimum of Fifteen (15) Calendar Days
All construction/public works contracts	Minimum of Thirty (30) Calendar Days

GPM Table 2.6 and 1.7 Posting Guidelines - Sole Sources & Consortia/Cooperative Purchases	
\$25,000 - \$249,999.99,	Minimum of five (5) business days
\$250,000 or greater	Minimum of fifteen (15) calendar days

C. Incorporating KSU Interests – When permissible, it is important to advance the mission of the University in ways not covered by DOAS procedures. Examples:

- 1) Environmental Concerns – Buyers should seek out ways to reduce garbage and other waste, packaging materials, reduce pollution and energy costs of campus deliveries, and identify sustainable alternatives that conserve resources.

- 2) Timeliness and the RFP process – In the abstract, a request for proposal (RFP) is an effective method for certain types of purchases. However, as the procedures for RFPs currently exist, there is too little distinction between this process and the process for purchasing as a request for quotation. It is recommended that Buyers/Contracting Officers work carefully with supervisors to determine whether an RFP is advisable.

- 3) Local Vendors and Contractors – Occasionally, local vendors may not be aware of a new University solicitation for the types of goods or services they

offer. It is permissible to contact these vendors and direct them to the DOAS website to take advantage of bidding opportunities.

Supplier Debriefing Process

Georgia Procurement Manual (GPM), Section 6.6 covers the Supplier Debriefing Process. A debriefing is an informal session between the unsuccessful supplier and KSU to share information on how the supplier can provide a stronger response (quote or proposal). It provides basic, general information on the evaluation and award process. The supplier must meet the requirements below to be entitled to a debriefing:

- 1) Responded to a Request for Quote (RFQ) or Request for Proposal (RFP)
- 2) RFQ/RFP Posting Date was on or after November 1, 2020
- 3) Contract(s) award value is greater than \$250,000.00
- 4) Debriefing request was made within 15 calendar days of the Notice of Award posting date.

The supplier debriefing can only be done *after the Notice of Award (NOA)* has been posted and any protests has been resolved. It cannot be requested during the Notice of Intent to Award (NOIA) period and cannot be used to challenge the award. Debriefings should not be combative nor adversarial. The supplier's bid should be compared to the requirements of the RFQ/RFP only. The debriefing is not a comparison with the winning quote or proposal.

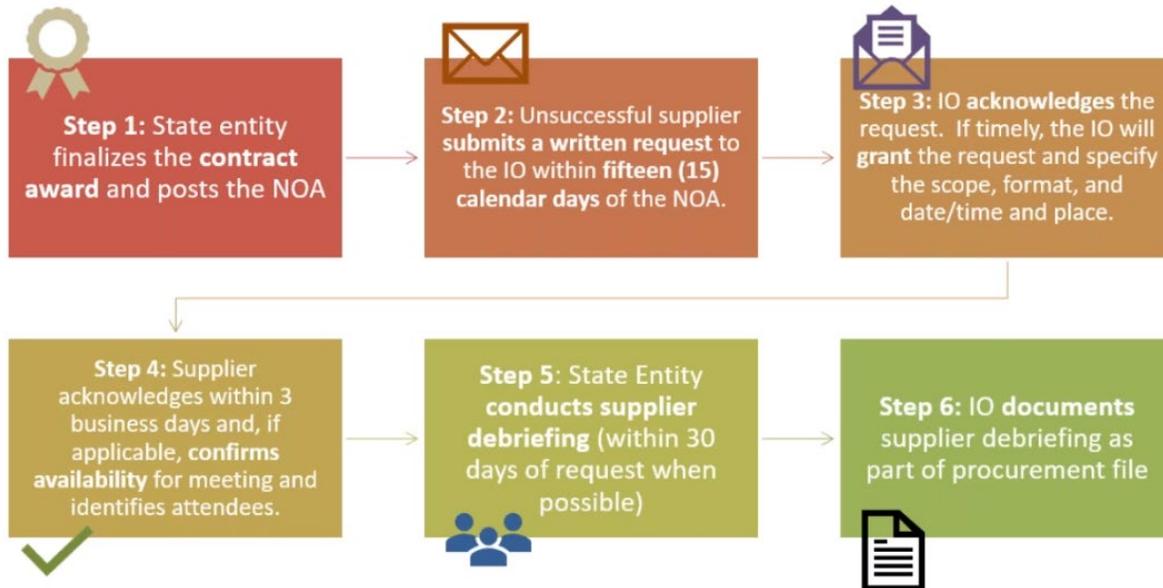
After consultation with the College/University Procurement Officer, the Contracting Officer may choose to grant a debriefing even if the supplier did not meet the mandatory requirements stated above.

The Contracting Officer must respond to a supplier request for debriefing within three (3) business days, at minimum acknowledging receipt of the request. The Contracting Officer's response should include dates of availability and a request for the names and titles of the supplier's participants.

If the supplier indicates that they will be bringing legal counsel, then KSU Legal Affairs should be advised of the request. Since a debriefing is informal and not intended as an opportunity to file a claim or protest, including an attorney does not comport with the tenor of the meeting. Contracting Officers are advised to escalate this type of request to their manager and Legal Affairs.

- Within thirty (30) days of request, KSU will host the debriefing.

- At the conclusion of the meeting, the Contracting Officer summarizes the topics covered. All communication regarding the debriefing will be filed in sub-folder “Supplier Debriefing” within the Solicitation folder.



The Contracting Officer may choose to have “live”: in person, virtual, telephone, individual or group (with more than one supplier) debriefings. Meeting virtually or via telephone might be the preferred method if you anticipate a combative or adversarial response from an unsuccessful supplier. The Contracting Officer can take into consideration the supplier’s schedule and preference of whether to meet in person or teleconference. The university *is not required to accommodate* the request to change a confirmed date/time or type of meeting but should make every effort to try to accommodate the supplier’s request. For a single supplier, the meeting should not last longer than one hour, including questions and answers.

Debriefing materials will include:

- The eRFQ/P template instructions
- For RFPs, all mandatory, mandatory scored and additional scored questions used for ranking the responses, unsuccessful supplier’s response to these questions, and the unsuccessful supplier’s combined technical and cost score.
- For RFQs, the unsuccessful supplier’s bid response and the winning supplier’s quoted amount and the bid tabulation sheet.

The Contracting Officer will go over the items the unsuccessful supplier did well and opportunities for improvement. When doing a group debriefing of an RFP, only share the total scores and competitive range during the meeting and discuss the RFP requirements/questions.

Do not include any of the following in the debriefing:

- A point by point comparison between a winning bid response and an unsuccessful bid response
- No information that is prohibited by the Georgia Open Records Act and State Purchasing Act
- Trade secrets and confidential financial information
- Privileged or confidential manufacturing processes and techniques
- Audited Financial Statements

Always consult with your manager and the College/University Procurement Officer (CUPO) prior to proceeding with any supplier debriefing. When preparing your debriefing documentation for the solicitation file, include the supplier/s' request; the KSU response; any additional correspondence related to the debriefing request and the information prepared and shared during the debriefing.

DOAS created a list of their top ten tips and “free bees” suggestions to improve supplier competitiveness, see SPD-AP014 Supplier Debriefing Tips Suggestions (Appendix F).

DOAS has also completed an optional Supplier Debriefing Record Template, SPD-AP015 (Appendix G). It is strongly recommended that the Contracting Officers use this template to set the agenda and summarize debriefings.

Purchase Orders

After a requisition is processed and a solicitation is conducted, if needed, a purchase order is most often issued. The purchase order advises a vendor of the goods or services desired by the University, and it specifies a price the University is willing to pay for full delivery or performance of the order. Like a contract, a purchase order is a binding obligation of the University, so that if a vendor fills the order in accordance with the terms, then the University is obligated to pay.

- A. When a purchase order is issued, and it is not based on an existing contract (state, university or an approved supplier contract, then the [Purchase Order Addendum](#) is referenced in the purchase order. The terms and conditions of the [Purchase Order Addendum](#) govern the purchase.

- B. In some instances, KSU may approve the suppliers' contract, i.e. software licenses, (with or without modifications) as an attachment or addendum to the purchase order and the Purchase Order Addendum is still used. The terms in the [Purchase Order Addendum](#) typically supersedes any conflicting terms in the supplier's contract which were not redlined in error.
- C. For purchases of goods and equipment costing less than \$25,000, the Buyer may elect to not use the supplier's terms and conditions. The PO Addendum may be substituted as the terms of the purchase. For price quotes with terms from a non-state or university contract, the Buyer can strike out the terms and attach the price quote to the PO with the PO Addendum being the terms of the purchase. The buyer should use their judgement for purchases of services to determine if this is the best way to proceed for the individual purchase. A quote from a state or university contract should not have additional terms. If it does, the Buyer is authorized to strike through the terms and reference the state or university contract.
- D. As a rule, we should try to only have one set of terms and conditions for each contract or purchase order. Software sellers prefer to send license agreements and master service agreements (MSA). If we choose to use these documents after Contract Compliance approval, they should be appended to the standard state entity cover page to include contract period and renewal dates and the attachments/addenda should be labeled and numbered.
- E. Avoid using account code 753100 – Contracts on a purchase order. This account code does not provide any information as to the type of item or service being purchased.
- F. Prepaid accounts beginning with 132XXX should not be used on purchase orders. If the agreed upon contract requires a deposit or advance payment, the Buyer should encumber the full amount of the contract and ask the vendor to submit an invoice citing the purchase order number to vendor@kennesaw.edu for the deposit or advance payment. The Buyer should also notify Accounts Payable of this condition of the contract.

Accounting/Budgetary Compliance

For procurement professionals, a purchase order is the initiation of an agreement to have specific work performed for a sum of money. Once the supplier begins to perform the work, this is considered an “acceptance” of the “offer.” For budgeting and accounting professionals, a purchase order is an encumbrance. Encumbrances are funds reserved for a purchase or some other obligation.

When a department creates a requisition, it is a pre-encumbrance and the funds are set aside on hold until a purchase order is created. The Buyer “pulls” or “sources” the requisition into a purchase order which releases the pre-encumbrance and creates a new encumbrance. Thus, it’s important to use ePro as intended which is to always create purchases orders by the automated process of “sourcing” requisitions into purchase orders. If for some reason, the Buyer creates the purchase order manually, it is important that the Buyer remembers to close the requisition. If this second step, closing the requisition, does not occur, the department will be charged twice for the purchase since there will be an open *pre-encumbrance/requisition* and an open *encumbrance/purchase order*.

Remember, encumbrances are used to predict cash outflow and as a planning tool. Encumbrances are important in determining how much funds are available for use. The formula used to determine funds available is:

$$\text{Budgeted Amount} - \text{Actual Expenditures} - \text{Encumbrances} = \text{Funds Available}$$

Per the Board of Regents Business Procedures Manual Budgetary Reporting - Section 1.2.2, a valid encumbrance should be supported by the following information:

- Confirmed Vendor
- Specific Project/Services/Goods
- Specific Price for Project/Services/Goods
- State Time or Range of Time for Delivery/Completion

Documentation of this type should be available from appropriately executed purchase orders, contracts, etc. The presence of these conditions corresponds to the elements of an enforceable contract in that they support the concept of mutual assent, that is, the parties have agreed on the specific product or service at the given price and time.

The rules for managing prior year purchase orders issued from Funds 10xxx, Funds 11xxx, and Fund 50000:

- Purchase orders issued and encumbered in a previous fiscal year that are paid in the following fiscal year for exactly the encumbered amount have no effect on “surplus,” an excess of appropriated lapsing funds. Surplus funds must be returned to the State via USG.
- Purchase orders issued and encumbered in a previous fiscal year that are paid, as final payment, for an amount less than the encumbered/PO amount will contribute the difference to “surplus”. No journal entry or other action is required, since the “surplus” amount to be returned to the state treasury is already in the appropriate net asset account due to the previous fiscal year being closed using Generally Accepted Accounting Principles/Governmental Accounting Standards Board (GAAP/GASB) closing rules. GAAP/GASB closing rules do not expense encumbrances.
- Purchase orders issued and encumbered in a previous fiscal year that need to be paid for an amount greater than the encumbered amount should have the excess amount charged to the current budget period. The original encumbered amount may be paid against the original budget period. The excess amount should be paid against the current budget period.
- If a vendor cannot supply the item(s) ordered:
 - Purchase orders issued and encumbered in a previous fiscal year that are cancelled in a subsequent fiscal year may be reissued to a different vendor for similar goods and services (like and kind) in an amount not to exceed the original purchase order amount. The reissued purchase order must reflect the budget period of the original purchase order. If the reissued purchase order is less than the original purchase order amount, the difference will increase “**surplus**”.

- An institution that does not desire to reissue the purchase order to a new vendor for the same good or service, consistent with State procurement rules, can simply cancel the purchase order. The entire purchase order amount will become surplus.
- Other laws of the State of Georgia allow year-end fund balances for certain funds to be exempt from state law concerning lapsing funds. The fund groups that are audited in accordance with State of Georgia statutory basis of accounting/Budgetary Compliance Reporting (BCR) but are exempt from lapsing are:
 - **12000** Auxiliary Enterprise (largely used by KSU Campus Services, Sports Park, Housing)
 - **13000** Student Activities (typically used by Student Affairs and Athletics)
 - **14000** Departmental Sales and Services Revenues and Expenditures (usually College of Professional Education or colleges and departments charging for workshops, conferences or College of the Arts performances)
 - **15000** Indirect Cost Recovery and Administrative Cost Allowance Revenues and Expenditures (e.g. percent of direct costs charged to federal, state and other grants and contracts, including general administration, operations and maintenance).
 - **16000** Technology Fee Revenues and Expenditures – mandatory technology fees
 - **20000** – Restricted Educational and General funds such as grants
 - **60000** – Custodial Funds held for individuals, groups and organizations.

Other laws of the State of Georgia allow year-end fund balance in Fund 10500 Tuition to be exempt from the state law concerning lapsing funds up to a threshold of 3% of current year tuition revenues.

Monitoring

Department requesters on campus and their Business Managers are responsible for reviewing departmental purchase orders on a continuous basis. The SAS® reporting system provides real-time open purchase order information for departments to review. Departments may send requests for the release (closing) of purchase order encumbrances as needed to purchasing@kennesaw.edu.

Before agreeing to close the purchase order, the Buyers check to see if the purchase order is from a prior fiscal year or current fiscal year and the fund type. If it is a prior fiscal year purchase order, after asking the department the following questions, consult with OFS's Senior Financial Analyst, the Associate Controller for Financial Reporting, or the Controller.

- a. Did the department receive all the goods/services? If not, why are they closing the purchasing order?
- b. Was the receiving complete in ePro/Peoplesoft?
- c. Is the department waiting on a final invoice or is the final invoice being vouchered with Accounts Payable for payment?

Note: Release of prior year purchase order funds may cause a surplus. As noted above:

If a vendor cannot supply the item(s) ordered an institution that does not desire to reissue the purchase order to a new vendor can simply cancel the purchase order. The entire purchase order amount will become surplus.

OR

Purchase orders issued and encumbered in a previous fiscal year that are cancelled in a subsequent fiscal year may be reissued to a different vendor for similar goods and services (like and kind) in an amount not to exceed the original purchase order amount (pursuant to State procurement rules). The reissued purchase order must reflect the budget period of the original purchase order.

During the last quarter of the fiscal year, each department should complete an audit of all purchase orders that have been open for greater than 90 days. A written explanation, with details regarding the status of the order, is required to keep a purchase order open.

The buyers' team manager completes a final review of documents received to determine whether the purchase order should stay open. Several factors come into this determination including the continued need for service, anticipated closing date of the purchase order, impact on student services and well-being, and whether the capital expenditure was included in campus master plan.

- If there has been no activity on purchase orders for more than six months, the purchasing manager should find out whether the product or service is still needed. If it is still needed, the department or college must provide the cause of the delay and the anticipated delivery date.
- For purchase orders where there has been some activity in the past but no recent activity, i.e. 30 days, the purchasing manager should find out when the balance of the purchase order will be completed.
- All responses from the department should be kept on a spreadsheet in the format required by management.
- Purchase orders with no activity in 60 days, with balances below \$100, should be considered for closure after Accounts Payable indicates that they have no payment or open voucher pending. The department is notified and has 15 days to respond before the purchase order is closed.
- Purchase orders of \$500 or more with no activity in 60 days should be brought to the attention of management after the department has responded. These items require escalation to the Director or Assistant Director of Procurement if the department is not able to provide specific details as to when the order will be fully received, and invoices submitted to the university.
- Blanket purchase orders for state or university contracts are monitored differently as they are created in anticipation of obligations (i.e. utilities and leases) or expenses against a contract. In June, procurement managers work with the department/college business managers to determine how many outstanding invoices are remaining for the fiscal year and adjust the blanket purchase order accordingly. *Blanket purchase orders should only be used for state and university contracts and encumbrances for budgetary purposes such as leases and utilities.*

- Construction and related purchase orders (i.e. furniture, architects, and engineers) may be open for two to three years as the project progresses. If there is no activity on construction or construction related purchase orders, we must ask the same questions and document the rationale for keeping these purchase orders open.

XIV. Life-Cycle Processes

The job is far from over when a contract is awarded, and a purchase order is issued. Buyers/Contracting Officers have responsibilities for purchases until the file is closed and even continuing thereafter.

Documentation

Fiscal Services is required by Board of Regents policy to keep most purchase-related documents for seven years, eleven (11) years for capital projects, after the end date of the contract. For complete retention policies, see [USG Records Retention Schedule](#). State auditors require access to records, and Open Record Act requests will be filed occasionally by members of the public, which will require production of records for copying.

- A. File Types – In addition to miscellaneous files a Buyer/Contracting Officer may wish to create and maintain at their workstation, the two principle types of files maintained on the I drive are open-contract files and fixed-purchase files.

Open-Contract Files – A file folder is created to contain materials pertaining to a contract that is still “open,” that is, still has obligations to be performed by the parties. Materials contained in these files are essentially those listed in Contract Types section of this manual. The folders are filed alphabetically.

These files are supplemented with additional communications (such as emails from the vendor or end user), renewal forms, and any amendment or addenda documents.

The supplier files are coordinated in the following order, a company folder, contract sub-folder and within the sub-folder, the Solicitation, Legal, Purchase Order, Administrative and Correspondence folders – See Table 1

Table 1- Filing of University Contract Documents

■ ABC Company

- ABC Co. 21-0001
 - Solicitation
 - Solicitation
 - Administrative
 - Correspondence
 - Legal
 - Contract
 - Amendments
 - Renewals
 - Purchase Order
 - FY 21
 - FY 20
 - FY 19
 - Administrative
 - FY 21
 - COI
 - Bonds
 - E-Verify
 - FY 20
 - COI
 - Bonds
 - E-Verify
 - Correspondence (affecting contract status – see examples below)
 - FY 21
 - Terms & Conditions
 - Pricing
 - Changes to Contract
 - FY 20
 - Terms & Conditions
 - Pricing
 - Changes to Contract
- ABC Co. 21-0002 – Do the same as above
- ABC Co. 21.0003 – Do the same as above

Fixed-Purchase Files – These files are sometimes also referred to as open market, spot purchase or purchase order files. Records pertaining to “one-time” purchases are also some of the materials listed in Administrative Requirements, and are filed by purchase order number.

B. Open Records - Production of Documents – Documents that Buyers create are public records, subject to inspection by state auditors (acting on behalf of taxpayers), members of the public under the Georgia Open Records Act, attorneys pursuing a legal action, and of course, employees of the University, who may need to refer to provisions in the documents. Production of files subject to a Legal, Audit or Open Record request is a high priority, both in terms of timeliness and thoroughness.

- All requests for university documents, including Open Records requests and requests for the production of documents should be immediately forwarded to Legal Affairs (asklegal@kennesaw.edu) for handling. Legal Affairs is the department responsible for collecting documents that are responsive to Open Records requests and providing those documents (if any) to the requesting party. For additional information, please visit: https://legal.kennesaw.edu/open_records_requests.php
- Timeliness – As a matter of internal policy, Buyers must respond to auditor’s requests within 24 hours (offering an explanation within this period, if there must be a delay). Open Records Act requests and attorney litigation requests require immediate notification of Legal Affairs, both by email and follow-up telephone calls for specific instructions. If a Buyer expects to be away from the office for a day or more, it is important to set the email auto-reply preference to indicate absence duration.
- Thoroughness – Every document that reasonably is responsive to a request must be produced, and no document must ever be destroyed if subject to a request, even if a retention guideline states otherwise. In addition, key word searches should be conducted in email to collect additional, responsive documents. Document requests are a distraction from other tasks, but they require top priority.

Contract Management

When a purchase order is issued, Buyers/Contracting Officers retain some duties and responsibilities for contract management, and perhaps the most important of these is communicating with a project manager (or recipient, in the case of the receipt of goods) what those duties and responsibilities are:

- Invoice Approval – Instruct end users that they are not to approve any invoice, if the services under the contract (or receipt of items) have been unsatisfactory in a material way. Instead, and this is important, the end user should contact the Buyer/Contracting Officer by both email or telephone with the delivery problems of goods or services.
- Supplier Performance Monitoring – Departments and colleges are responsible for monitoring the performance of their contractors. Annual Contract Reviews are submitted to Procurement prior to the renewal of a contract and at the end of the five-year period of a contract. If a contractor is not meeting the requirements of the contract, departments should document their complaints by notifying the supplier of the issue and give them an opportunity to submit a corrective action plan. The corrective action plan should be approved by the department before the supplier acts to correct the problem. If the problem persists, Procurement and Legal Affairs should be contacted before further action is taken.
- Deficiency Letter – In most cases, a deficiency letter should be drafted and forwarded by the Buyer/Contracting Officer to the supplier or contractor, with a copy to the end user. For ongoing services or open contracts, a “cure” letter or corrective action plan should be requested and approved by the end-user and the Director of Contract Management.

Before issuing a Deficiency Letter or Cure Notice, the college or department should provide documentation to Procurement and Legal Affairs showing that performance expectations are supported by the contract requirements, correspondence with the supplier regarding the issue, including the date(s) and description of incident, and a summary of when or if the supplier was given the opportunity to correct the issue?

- Contract Disputes – Procurement professionals are expected to assume a leadership role in resolving disputes between a supplier and the University. While the Office of Legal Affairs and the Director should be notified immediately, Contracting Officers/Buyers are looked to as an authority on the facts of a case.

- *Control Facts* – Accordingly, Buyers and Contracting Officers should conduct a complete review of all file documents, with special attention to contract provisions both favorable and unfavorable to the University’s interests. However, it is recommended that no report of the review be written unless requested by University’s counsel (and in accordance with any instructions related to confidentiality).
- *Be a Listener* – Unless a disputing party is represented by an attorney, a Buyer/Contracting Officer may contact a supplier to clarify the University’s understanding of issues. It is appropriate to refer a supplier to contract language that supports the University’s position, but do not argue with a supplier or debate the meaning of language in a document. **In no circumstance should a Buyer or Contracting Officer discuss issues with an attorney for the vendor.**
- *Authority* – Buyers do not have authority to commit the financial (or other) resources of the University to settle a dispute. Only Legal Affairs or Executive Management should make offers of settlement involving such resources, unless expressly authorized by the Director of Procurement (*in writing*).
- Immediate Termination – There may be instances when a contract must be terminated immediately, as when the contractor’s actions pose a serious threat to health or safety. Instances requiring immediate termination are rare, and a Contracting Officer may need to mediate between the end user and the contractor to get the contract “back on track.”
- Liquidated Damages – These contract provisions permit the University to deduct a predetermined amount when harm done by a contractor is difficult to ascertain. The Office of Legal Affairs (or the Procurement Director) should only draft them as part of the original contract documents. They should never be invoked or resorted to, unless a deficiency letter is issued in writing for a first instance of poor performance.
- Contractor “Check-In” – The end user should be advised that contractors who intend to provide services on campus should initially be directed to the end-user department and Campus Services for instructions on such matters as

campus parking, working after hours, conduct and behavior, etc. This “check-in” procedure is required in some University contract forms, but not all (such as lecturer and performer agreements). In the event the “check-in” procedure is not required by contract, a project manager may assume this responsibility, although it is not recommended.

- Long-term (Registered) Visitor – If services of a contractor are expected to be longer than one week, then the project manager or primary contact is required to “sponsor” the individual who will be performing the services. The project manager should obtain a completed [Registered Visitor Form](#) for each individual who will be performing services on campus and submit it to Human Resources so that the contractor/supplier can have the following checks completed.
 - ✓ Parking Tag – A parking tag will be issued.
 - ✓ ID Badge – An ID badge will be issued.
 - ✓ Background Check – This requirement should be included in all contracts where the supplier will have regular interaction with staff, faculty, students, minors, financial, confidential or sensitive data relating to the university, its personnel and student records.

The term “regular interaction” includes the following examples:

- Supplier provides services in an area where children, students, or employees have access and are likely to be present at the same time. This includes summer camps, housing, dining, classroom, office, or recreational facilities; or
- Supplier provides services in an area where funds, credit card machines or banking information is maintained such as the Bursar’s Office, Bookstore, or other Campus Services retail outlets; or
- Supplier scope or work or service require direct access to any personally identifiable, health, banking, or credit card information, such as in a call center; or
- Supplier services require access to secured facilities containing critical infrastructure, such as a data center containing the university’s servers and other vital information technology equipment.

- Drug-Free Workplace – Note that under the University’s contracts, subcontractors are required to maintain a drug free work environment during the performance of the contract. The contractor should also have subcontractors certify that they agree to this requirement.

Renewals

With few exceptions, University contracts expire not later than the end of the fiscal year in which they were created (the University’s fiscal year commences July 1 and expires June 30 of each year). See Section 3.6.2., *GPM*, for basic provisions, including the exception for leases and lease purchases. See also Section 7.6.2., *GPM*, Contract Renewals, for systematic procedures for renewing contracts.

- KSU Forms – Procurement uses a standard letter to confirm the contract renewal under the terms of the expiring agreement for a further contract term. The form letter is located on the I Drive in the FIN_OPC folder.
- SPD (DOAS) Forms – See references to the *GPM*, above.

Closing the File

When all parties have performed all promises, when there are no remaining duties by the supplier, and when the University has made all payments required, then the purchase order or contract may be closed. A checklist of contract closeout matters is set out at Section 7.8 Step 7- Contract Close-out of the *GPM*.

The Buyer/ Contracting Officer is responsible for purchase order/contract closeout and must:

- Determine whether all payments to the supplier have been made and the purchase order can be closed. If the purchase order is from a prior fiscal year, see Accounting/Budgetary Compliance.
- Determine whether all deliverables, including reports, have been delivered and accepted
- Determine whether all state entity property, if any, has been returned
- Determine whether all administrative actions have been completed.
- Ensure that all issues have been resolved.
- Ensure that the official contract file contains all necessary documentation.
- Ensure a final supplier Annual Contract Review is submitted.

Storage – Closed files should be maintained in the office for a period of a year, and thereafter may be shipped to off-site storage. To reduce paper and printing in the office, legal records should be transferred from the I Drive and stored on the Perch server.

Subcontractors – In the event that a contractor employs one or more subcontractors, for the performance of its obligations on construction and public works contracts, with a value of \$100,000 or more, then the Buyer should obtain a release certificate from each subcontractor. The release certifies that the subcontractor has been paid – prior to any final payment to the contractor. The form of certificate is contained in the particular contract document prescribed by the Board of Regents in their [Building Project Procedures Manual](#), and found in their [Contract Documents](#).

Year End

The weeks prior to the end of the fiscal year, June 30, are a busy period for Buyers and Contracting Officers (and vacation time should not be scheduled between May 21 and July 15). Fiscal Services prepares to close the books on the current fiscal year, while end users, primarily UITS and Facilities, plan for and execute requisitions for the new fiscal year as well as prepare a wish list for goods and services for remaining dollars in the current year's budget.

- Year-End/One Time Funding Priorities – At the end of the fiscal year, departments will create infrastructure requisitions for purchases they need, should funds remain available or unencumbered. After reviewing the back-up documentation, i.e., a quote, and ensuring that the items and pricing are consistent with an existing contract, the Buyer can create the purchase orders but not send them to the vendors, until approval is received from the Controller/Assistant Vice President for Fiscal Services.
- New Fiscal Year Purchases – End users are expected to create requisitions for the new year with the purchase amount once the new budget year has been opened in PeopleSoft Financials. This generally occurs in the first week of the new fiscal year. If an end-user needs a purchase order prior to the opening of the budget period, a Notice to Proceed may be issued to the vendor with the authorization of the Director.

XV. Payment Processes

When the goods have been delivered or services have been rendered, the vendor should be paid promptly (unless there is a deficiency of some kind). Some payment processes have been mentioned in the foregoing, while others must be mentioned here.

Assets and Receiving

Asset purchases and receiving have been discussed above. However, it bears repeating that the end user must enter the PeopleSoft Purchasing module and acknowledge the receipt of an asset for Accounts Payable to process payment. For non-assets purchased through the ePro requisition system, receiving is required in ePro before the invoice can be paid.

Payment Requests

Requesting payments is discussed above. Ordinarily, when a purchase order has been issued, suppliers submit invoices to vendor@kennesaw.edu and Accounts Payable processes the payment, without involvement of the Buyer. Sometimes a Buyer must become involved to clarify pricing in the contract versus the invoice.

An additional note on invoices may be helpful here. End users in receipt of an invoice related to a purchase should not create a new requisition unless there are insufficient funds on the purchase order. Invoices are either approved or disapproved by the end user and then forwarded to Accounts Payable for processing. If the invoice is not related to an existing purchase order, then an OwlPay payment request should be submitted.

P-Card

The University has an agreement with a major bank to issue P-Cards to University employees upon approval of an employee's application and upon satisfactory completion of P-Card training. Buyers may be requested to obtain a P-Card to assist with frequently made purchases. The P-Card program was created by DOAS to assist with paying for small purchases.

- ✓ DOAS Policy – Review P-Card policy [here](#).
- ✓ KSU Policy – Review KSU P-Card policy [here](#).
- ✓ KSU Procedures – Review KSU P-Card procedures [here](#).

Deposits

Some vendors, particularly hotels, lecturers and performers, request that a deposit be made to reserve their services for a specified date. The University discourages the payment of deposits, as it is difficult to recover money paid for “no-shows.” These

agreements must also be reviewed by Contract Compliance to ensure that an appropriate cancellation/refund clause is included in the contract.

XVI. Buyer and Contracting Officer Proficiency

Even with a background in purchasing or accounting, Buyers require from six to nine months to reach a level of competence to deal with issues that arise during the workday. Buyers are encouraged to research issues so that they can present a recommendation(s) to their manager for approval.

New Purchasing Professionals – New purchasing professionals are encouraged to review the [OFS](#) website, *GPM* and the BOR *Business Procedures Manual*, and this manual as these should be consulted regularly, perhaps daily, during the Buyer and Contracting Officer's routine.

DOAS Procurement Training and Certification – DOAS offers coursework leading to certification in purchasing procedures and processes for the Georgia Certified Procurement Associate (GCPA) and Georgia Certified Procurement Manager (GCPM). The University expects its Buyers and Contracting Officers to obtain their certification and permits procurement staff time off from work to obtain this credential, plus reimbursement of certain travel expenses.

National Accreditation – All procurement professionals are also encouraged to seek professional accreditation through the National Institute for Governmental Purchasing (NIGP), National Association of State Procurement Officials (NASPO), Institute for Supply Management (ISM), or American Purchasing Society. These entities are recognized as the primary professional organization for public and private buyers, respectively.

Professional & Continuing Education – The University's College of Professional Education provides learning opportunities that enrich personal and professional lives, i.e. project management. To assist in that mission, Continuing Education reduces the fee charged to employees on most courses listed in the department's publications. Requests to take advantage of this benefit must be authorized by the employee's supervisor.

KSU Intranet – There is a wealth of information on the KSU Intranet, and it is important for Buyers to familiarize themselves with these resources and their locations.

Fiscal Services Link – On the Intranet webpage, the Fiscal Services [link](#) is a general portal that contains further links to subdivisions of this department. Although Purchasing and Contract Management has its own link on the Intranet page ([Procurement](#)), Buyers should become familiar with materials on pages within this general portal. Sometimes, it is not possible to link to some materials from the Purchasing & P-Card webpage.

Example – The link to speed chart numbers, an important link (and reference) for purposes of creating a requisition is only accessible from the Budget & Planning webpage.

Procurement Link - This [link](#) on the Intranet may be considered the Buyer’s home page, with useful information and links to important materials that the Buyer will refer to daily. It is hoped that Buyers will note broken links and outdated material and advise a supervisor in an email.

“How-Do-I?” Links – These links (along the right-hand edge of the Procurement, Contracts & P-Card webpages) offer instructions to the campus community on how to purchase various types of goods and services. They save Buyers time in communicating basic information about purchasing, and can be a source of cut-and-paste material for responding to email questions addressed to Purchasing@Kennesaw.edu.

Procurement Policies and Procedures – This link connects to a world of useful resources and guidelines. Buyers may wish to save a link to the [Georgia Code](#) to their “Favorites” link on their tool bars.

Forms – This [link](#) contains forms, many of them used by Buyers.

Webpages of Other Departments – [Intranet](#) links to other departmental webpages are important resources for Buyers.

Information Technology Services (UITs) – UITs maintains at least four Intranet links, at least two of which should be mentioned:

- Information Technology Services – This link to departmental information contains further links to materials such as the [Training Services](#).
- Technology Purchases – This [link](#) is the starting webpage for end users to initiate purchases of computer hardware and software as well as audio-visual equipment.

Legal Affairs – Review the Office of Legal Affairs [link](#) on the Intranet, but its importance to Buyers should not be underestimated.

Contract Compliance - In addition to general information, there is a link to [Contracts Submission Form](#) that Buyers must use, and refer end users to, in order to initiate the review of a non-KSU contract.

Facilities Services – Not linked on the Intranet, but useful for information about Plant Operations and for links to [Maintenance Request Forms](#).

Human Resources (HR) – The link to [Human Resources](#) offers Buyers access to information regarding this department. It should be recalled that HR should be consulted to determine the correct employment relationship (whether independent contractor or employee).

Appendices

- A. Responsive vs. Responsible
- B. SAO Purchase Order Policy
- C. Exemptions to the Contract Review Requirements
- D. Independent Contractor vs. Employee Checklist
- E. Pre-Solicitation Questionnaire/Checklist
- F. Supplier Debriefing Tips for Success
- G. Supplier Debriefing Record Template
- H. Public Works Protocols and Procedures
- I. Contract Review Checklist
- J. Contract Management System Guide

Appendix A **Responsive v. Responsible**

Responsive and Responsible - They sound so similar, and it is easy to get them confused. The concepts, however, are very different.

Responsive vs. Responsible: To keep these terms straight, remember that "responsive" always refers to "bids" while "responsible" always refers to "bidders."

When is a Bid Responsive? A bid is responsive if the bid meets all the requirements of the bidding documents or solicitation. Common issues related to responsiveness include:

- Was the bid submitted, prior to the bid submittal deadline?
- Was the bid submitted to the correct location?
- Did the bid include a bid guaranty, such as a bid bond?
- Was the bid signed by an authorized representative of the bidder?
- Did the bid include prices on all required items?
- Was the bid conditioned in any way such that the bid was not for what was requested?

A responsive bid meets all the requirements of the bidding documents, while a non-responsive bid does not. Deciding on whether a bid is responsive or non-responsive relates to whether any type of irregularity in the bid gives the bidder a substantial advantage or benefit not enjoyed by other bidders. Responsiveness determinations are made on a case-by-case basis with significant input from attorneys.

When is a Bidder Responsible? A bidder is responsible if they are capable or qualified to perform the work. Most public agencies are required to award to the low bidder. Some agencies have authority to establish criteria that permit an evaluation of the low bidder to determine if they are responsible, qualified, and capable of performing the project.

Appendix B
SAO Purchase Order Policy



*Statewide Business Process Policy
& Procedure*

Business Process Reference:

Section: Disbursements and Purchases
Title: Statewide Purchase Order Policy

Effective Date: 05/01/2014

Revision Date: 07/01/2017

Background

As part of an effective system of internal control within the procure-to-pay process, procedures should be in place to ensure that only approved purchases are made and ultimately paid for. Additionally, procedures should be in place to restrict money in the budget for approved purchases. Purchase orders along with other internal control procedures act as effective internal controls.

Business Policy Summary

The policy is intended to provide organizations guidance relative to when a purchase order is expected in the procurement of goods and services.

Business Process Policy and Requirements

Requirements - Except as noted below and when a final payment method is not a purchasing card (P-Card), a purchase order is required for all purchases or obligations to purchase goods and services greater than \$2,500.

- Attorney and legal related payments, as such procurements are prescribed to the Department of Law via OCGA §45-15-34
- Benefit payments made directly to recipients
- Intergovernmental agreements/payments (e.g., GTA bills, Risk Management premiums, HRA assessments, etc.)
- Membership dues and/or subscriptions
- Payroll and associated tax and benefit payments
- Postage and shipping
- Real estate rental/lease payments
- Sales and Use tax payments
- Travel expense reimbursements
- Utilities (e.g., electricity, telephone land lines, cell phone charges, etc.)
- WEX and ARI payments

When the final payment method is a P-Card and consistent with the Payment Method policy (https://sao.georgia.gov/sites/sao.georgia.gov/files/related_files/site_page/BP_VM_PaymentMethod_12-1-2016%282%29.pdf), a purchase order is required, unless the purchase is unplanned, non-routine, or an urgent point of sale purchase under \$1,000.

All agency contracts, statewide contracts, and interagency agreements should also be procured consistent with this Purchase Order Policy. While not required as part of this Policy, agencies may, at their discretion, use purchase orders for any of the above categories, including obligations for less than \$2,500.

Accounting Treatment – Specifically, a purchase order will be recorded as an encumbrance payable and utilize budget dollars associated with the budget date entered on the purchase order. This will result in a credit to encumbrance payable and an offsetting entry (debit/charge) to the applicable expense account(s.)

Monitoring:

Organization management monitors their purchasing activity to ensure purchases orders are being used as required, which helps to ensure their internal control system is operating effectively. This monitoring could be accomplished via queries or reports out of Teamworks or reviewing paid items for existence of purchase orders.

Authority:

Section 50-5B-3 OCGA provides that the state accounting officer shall:

- Prescribe statewide accounting policies, procedures, and practices
- Prescribe the manner in which disbursements shall be made by state government organizations
- Determine the proper classification for accounting and reporting purposes of all assets, liabilities, revenues, expenditures, fund balances, funds, and accounts in compliance with legal requirements and generally accepted accounting principles and prescribe a uniform classification of accounts and other accounting identifiers which shall be used by all state organizations
- Develop processes and systems to improve accountability and enhance efficiency for disbursement of funds and management of accounts payable

Applicability:

This business process applies to all Organizations included in the State of Georgia reporting entity. The term 'organization of state government' shall mean, without limitation, any agency, authority, department, institution, board, bureau, commission, committee, office, or instrumentality of the State of Georgia. Such term shall not include any entity of local government, including, but not limited to, a county, municipality, consolidated government, board of education, or local authority, or an instrumentality of any such entity. At these reporting organizations, all personnel with accounting and financial reporting responsibilities should be knowledgeable of this policy.

Addendum C Exemptions to the Contract Review Requirements

Effective June 10, 2019

A contract is any legally enforceable agreement whether or not it is titled “contract.” Contracts include but are not limited to terms and conditions related to a transaction, letters of agreement, lecture or performance agreements, licenses, and memoranda of understanding.

Contracts covered by the exemptions outlined below may still require approvals or prerequisites as needed (for example: UITS approval, compliance with Procurement and/or P-card policies, Fiscal & Legal Services review of property agreements involving PPVs etc.) before they are executed. After these contracts are signed by both parties, the fully executed contracts must be uploaded to Contract Compliance for the issuance of a contract number and addition to the university’s contract repository: <https://fiscalservices.kennesaw.edu/contracts/contract-submission-form.php>

The following contracts may be executed without obtaining approval from Contract Compliance.

1. Contracts with external entities:

1.1 Purchases from statewide contracts, existing University and Board of Regents contracts.

1.2 Pre-approved and unmodified standard university contract templates, such as the Lecture or Artistic Performance Agreements, unless modifications to the terms and conditions are needed. However, these contracts may not be inappropriately used. For example, a Lecture Agreement must not be used to contract with providers of services other than Lectures. In addition, fully signed contract must be submitted to the Contract Compliance Office *prior to the event or service* for inclusion in the University’s repository, using the [Contract Submission Form](#).

1.3 The following types of contracts, subject to the conditions specified below:

- Software licenses (**1**)
- Purchase/licenses related to statistical data (i.e. Bloomberg)
- Online subscriptions (not including online advertising)
- Online shopping carts with terms and conditions (i.e. Amazon, Walmart)
- Purchase of lab supplies and equipment
- Purchase of mailing lists for KSU marketing purposes
- Music license/rental agreements related to use of specific music pieces in theatrical productions

If all of the following conditions apply:

- i. Cost of the contract or purchase is \$2,499.99 or less (**2**); and
- ii. The initial year’s cost of the contract is paid from the current fiscal year’s budget; and
- iii. The product is for localized use solely within the department or college making the purchase, and not for campus-wide use.

2. Internal KSU agreements:

2.1 Internal agreements/understandings between two or more KSU departments may be executed or processed without obtaining approval from Contract Compliance. For example:

- Memorandums of Understanding
- Joint Appointment Agreements
- Facility Use Agreements
- Service Agreements or Invoices/quotes.

2.2 Please note that this exemption does not apply to agreements with affiliated organizations (such as the KSU Research & Service Foundation, KSU Foundation, KSU Athletic Association, etc.). Such agreements are not internal agreements. The exemption also does not apply to agreements with other institutions that are part of the University System of Georgia.

(1) Agreements related to the licensing of software which contain additional services, such as training, support services, or maintenance are considered service agreements and require Contract Compliance review.

(2) Purchases exceeding \$2,499.99 may not be divided into multiple smaller purchases to avoid Contract Compliance review. If there are multiple contracts/quotes with the same vendor related to a single purchase or project, the cumulative value of these contracts should be considered.

Appendix D
IRS 20-point Checklist for Independent Contractors

Mistakenly classifying an employee as an independent contractor can result in significant fines and penalties. There are 20 factors used by the IRS to determine whether you have enough control over a worker to be an employer. Though these rules are intended only as a guide-the IRS says the importance of each factor depends on the individual circumstances-they should be helpful in determining whether you wield enough control to show an employer-employee relationship. *If you answer “Yes” to all of the first four questions, you are probably dealing with an independent contractor; “Yes” to any of questions 5 through 20 means your worker is probably an employee.*

No.	Topic	Criterion	Yes	No
1	Profit or loss	Can the worker make a profit or suffer a loss because of the work, aside from the money earned from the project? (This should involve real economic risk-not just the risk of not being paid.)		
2	Investment	Does the worker have an investment in the equipment and facilities used to do the work? (The greater the investment, the more likely independent contractor status.)		
3	Works for more than one firm	Does the person work for more than one company at a time? (This tends to indicate independent contractor status but is not conclusive since employees can also work for more than one employer.)		
4	Services offered to the general public	Does the worker offer services to the general public?		
5	Instructions	Do you have the right to give the worker instructions about when, where, and how to work? (This shows control over the worker.)		
6	Training	Do you train the worker to do the job in a particular way? (Independent contractors are already trained.)		
7	Integration	Are the worker’s services so important to your business that they have become a necessary part of the business? (This may show that the worker is subject to your control.)		
8	Services rendered personally	Must the worker provide the services personally, as opposed to delegating tasks to someone else? (This indicates that you are interested in the methods employed, and not just the results.)		
9	Hiring assistants	Do you hire, supervise, and pay the worker’s assistants? (Independent contractors hire and pay their own staff.)		
10	Continuing relationship	Is there an ongoing relationship between the worker and yourself? (A relationship can be considered ongoing if services are performed frequently, but irregularly.)		

11	Work hours	Do you set the worker's hours? (Independent contractors are masters of their own time.)		
12	Full-time work	Must the worker spend all of his or her time on your job? (Independent contractors choose when and where they will work.)		
13	Work done on premises	Must the individual work on your premises, or do you control the route or location where the work must be performed? (Answering no doesn't by itself mean independent contractor status.)		
14	Sequence	Do you have the right to determine the order in which services are performed? (This shows control over the worker)		
15	Reports	Must the worker give you reports accounting for his or her actions? (This may show lack of independence)		
16	Pay Schedules	Do you pay the worker by hour, week, or month? (Independent contractors are generally paid by the job or commission, although by industry practice, some are paid by the hour.)		
17	Expenses	Do you pay the worker's business or travel costs? (This tends to show control.)		
18	Tools and materials	Do you provide the worker with equipment, tools, or materials? (Independent contractors generally supply the materials for the job and use their own tools and equipment.)		
19	Right to fire	Can you fire the worker? (An independent contractor can't be fired without subjecting you to the risk of breach of contract lawsuit.)		
20	Worker's right to quit	Can the worker quit at any time, without incurring liability? (An independent contractor has a legal obligation to complete the contract.)		

By signing below, I certify that all information provided is true and complete to the best of my knowledge.

Signature:	Date:
Print Name:	Title:



Georgia

Appendix E

Pre-Solicitation Questionnaire/Checklist

The Art of Listening:

Lawyers make a legal case by interviewing witnesses in a deposition. They prepare for the deposition by listing the questions that must be answered in order to make their case. Young lawyers make the mistake of failing to listen to the answers, and, instead, simply move on to the next question regardless of the response that has been given. Buyers also need to make a case, only in this instance it is DOAS that is the jury. KSU Buyers and contracting officers are wise and will not make the mistakes that young lawyers do. Here's how:

*Listen to the answer that is given. More often than not, the "witness" (end-user) will not have actually answered the question that was asked. Ask the question again, putting it differently if there **may** have been a failure to understand. Before moving to the next question, ask yourself whether the response was clear, or whether it otherwise gives rise to additional questions. Ask those other questions before moving on to the next. Make notes if there are several questions that need to be asked. Don't be so anxious to get to the bottom of your questionnaire.*

A final note: Don't assume that the person creating an OwlPay or ePro requisition is the best or only person to answer your questions. Other end-users often have other points of view. Ask the "witness" (and ask yourself) whether there is anyone else who might be interested or might have answers that would help with the solicitation. Getting various viewpoints will reduce the risk of unanticipated consequences in bid responses and in contract performance.

I. Core Questions for all solicitations, including sole source/brand

- What is the product/service?
- What is the estimated annual budget?
- Is it available on a SWC, Agency Contract or Mandatory Source?
- Is product patented or trademarked? Verify at www.uspto.com then sole source or sole brand
- How many are needed?
- Do you anticipate a future need?
- How many is needed monthly/quarterly/ annually?
- Who are the users?
- How will it be used/What functions will be performed?
- When is product/service needed?
- Why is product/service needed?

II. Required Approvals

- Is the purchase grant-funded? (Grants Office)
- Does the item, or some component of it, have IT or AV parts? (Technology Purchases website)
- Will the product have to interface with an existing system, hardware, software...? (Technology Purchases Website)
- Will the product be attached to land or a building? (Facilities Planning & Design/Plant Ops)
- Will the KSU logo be used on the product? (Strategic Communications)
- Does the product/service involve hazardous waste or have an environmental impact on air or land? (EHS approval)
- Will the product be used by, or affect the operations of, more than one department?
- Have all the affected departments/stakeholders agreed to the purchase?
- What type of power will be used – none, electrical, gasoline, diesel or combination?
- If powered by electricity, is the facility/location able to supply enough voltage and is it compatible? (Office of Facilities/Plant Operations)

III. For Goods/Equipment Only

- Are there any Federal or State regulations pertaining to the product? i.e. safety and production regulations, etc.
- Is the product “off the shelf” or is customization needed?
- What resources will the university have to provide to get the product to work? i.e. interface with university equipment, computers or software, staffing, etc.
- Where will product be located and/or stored?
- Will external training be needed on how to use the product? How many people and for how long?

- What accessories are needed to make the product achieve full functionality?
- Should the accessories be part of the solicitation?
- What are the measurable physical, functional and quality characteristics? size, weight, color?
 - What capacity is needed, i.e. volume, weight, etc.? (i. e. floor load capacity)
 - If purchased previously, what are the physical dimensions of the product?
 - What are the dimensions of the room where the product will be placed?
 - What are the minimum performance requirements for the product/service?
- What should be the composition of the product? (i. e. gauge of steel, thread count of fabric?)
- Will a sample or testing be needed before award?
- What will be the test method?
- Is a warranty needed?
- What should be the length of the warranty?
- Is assembly required? If so, who will assemble and how will it affect warranty?
- Will the supplier install the product?
- What are the service/maintenance expectations for repairs/troubleshooting?
- Will a site visit be needed before award and/or periodically through the term of the contract?
- Are Special Packaging Requirements needed?
- Where will delivery be accepted? Inside/Outside/Which floor?

IV. For Services Only

- Is the service an exempt professional service as defined in the GPM?
- Will this be a recurring need?
- Where will the service be performed? Offsite/Onsite?
- If offsite, what level of capacity must the supplier have?
- Will the work be supervised by university staff? Contact information?
- Will university resources or equipment be needed? (Discuss with supervisor, may not be permissible)
- Do other departments also need this service?
- What type of staff will perform the service?
- Does the staff need to be certified or licensed?
- What equipment must the supplier own or lease? (Vendor must provide all necessary supplies and equipment)
- What are the measurable deliverables?
- Who will certify/approve invoices indicating that deliverables have been met?
- What outcomes are needed from the service?
- Will training be needed? How many people and for how long?
- Are there any Federal or State regulations pertaining to the product? i.e. safety and production regulations, etc.

V. Sole Source

Why is the item or service a sole source? Is the product only manufactured or provided by one company?

What is unique about the product or service? Exclusive capability?

Has any market research has been done to determine the availability of comparable products?

What sources were used? i.e. other institutions, internet?

Is it patented? Verify at www.uspto.com

Is it trademarked? Verify at www.uspto.com

Is there a letter from the original equipment manufacturer (OEM)?

Do you have a quote or contract from the manufacturer?

If you have a contract, has it been sent to Legal for review?

Does the quote include all costs related to the product, including installation, implementation, interface, travel, training, and any other expenses?

VI. Research by Buyer After Receipt of Draft Specifications from Requester

1. Check independent sources for minimum requirements for product or best practice for service
 - Thomas Registry – www.thomasnet.com
 - American Standards and Testing – <http://www.astm.org>
 - Georgia Procurement Registry – www.procurement.state.ga.us
 - Other States Purchasing Divisions –
www.allthingspolitical.org/state_purchasing_agencies.htm
 - Federal Government Websites –
http://www.usa.gov/agencies/federal/all_agencies/index.shtml
 - State Government Websites – <http://www.nigp.org/stwwebsit.htm>
 - Local Government Websites for Georgia –
<http://www2.icma.org/resources/govsites/index.cfm>
 - Miscellaneous Internet Resources i.e. www.dogpile.com
2. If copying specifications from registry, contact the issuing officer to see if they would change anything in the specifications based on new information or contract administration issues?
3. Are all industry terms defined?
4. Is the scope of work/specification sufficiently flexible while maintaining core requirements for the product to work?
5. Can more than one vendor supply the product? Will specifications allow for competition?
6. Scope/Specification is clear and understandable to you and potential suppliers?

7. Are specifications defensible?
8. Does the solicitation state the basis of award, i.e. unit price, total price?
9. How much insurance is needed?
10. Will a performance, fidelity/surety bond be needed?
11. Will a Letter of Credit or audited Financial Statements be needed?
12. Does the vendor need to have a Federal or State certification? (Check Secretary of State website or State oversight agency for product or service)
13. Federal or State regulations pertaining to the product?
14. Are the appropriate terms and conditions attached to the solicitation? Goods, Technology, Services, etc.
15. Are additional terms and conditions needed, i.e. parking? Privacy laws – FERPA, HIPAA, GLB, Red Flag, etc.?
16. Sales Tax and Use Form
17. Vendor Questionnaire
18. For Public Works – Immigration Security form
19. Quote sheet identifies each component of product and will allow for an award based on the stated basis of award (see number 5)
20. Have all stakeholders reviewed and approved the specifications?

Appendix F

SUPPLIER DEBRIEFING

10 TOP TIPS FOR ISSUING OFFICER:

WHAT SHOULD I SAY OR DO?

- If the debriefing is a face-to-face meeting, then establish the rules up front. Make it clear that the reason for the meeting is to explain the evaluation process and why the Supplier was unsuccessful.
- Establish an agenda that has been approved by the APO/CUPO or SPD Leadership.
- Take time to explain the RFX evaluation process. Many times, the Supplier is not familiar with the state procurement process or does not appreciate the rigor involved with ensuring the process is thorough.
- Only discuss the bid/proposal made by the unsuccessful Supplier. DO NOT make comparisons between it and the winning bid/proposal.
- Only refer to the evaluation criteria listed in the RFQ/RFP. DO NOT make comments on matters unrelated to the RFQ/RFP criteria.
- For RFPs, use the evaluation spreadsheet that lists the scores for the unsuccessful Supplier. Emphasize the weakness of the proposal as per the score. You may state, for example, "Out of a total of 50 points ...your proposal scored 25." Do not provide scores for any other specific proposals.
- Explain where the unsuccessful proposal ranked in the final evaluation, but not in relationship to any other specific proposals. Say only that "Out of five proposals, yours ranked third (or fourth, etc.)." Do not mention the names of the other Suppliers.
- Point out the strengths of the Supplier's bid/proposal and acknowledge where the Supplier met requirements or performed well.
- Provide advice on how the Supplier can improve their scoring in future proposal submissions. If the supplier failed a mandatory or was otherwise disqualified, address how to avoid a similar situation in the future.
- Confirm at the end of the session that the Supplier is satisfied with the debriefing.
- Ask for feedback on the State's procurement process and areas that might be improved.

“FREE-BEES” AND OTHER SUGGESTIONS FOR THE SUPPLIER TO IMPROVE THEIR COMPETITIVENESS



1. Encourage suppliers to thoroughly review the RFQ/RFP documents. Also, suppliers should check back frequently to view any changes to the documents.
2. Encourage suppliers to participate in the Question & Answer session allotted during the RFQ/RFP. Review the solicitation to identify the submission deadline and instructions for submitting. If requirements or instructions are not clear, please submit a question to the issuing officer. Review other suppliers' questions and the State's responses.
3. Encourage suppliers to attend the Suppliers' Pre-Bid Conference, *if available*. This is a great way to receive additional information and share questions.
4. Encourage suppliers to participate in DOAS Supplier Training. It is free and available to anyone. To get started, access our website here: <http://doas.ga.gov/state-purchasing/purchasing-education-and-training/supplier-training>
5. Advise suppliers to verify the bid/proposal submissions deadline and not to wait until the last minute to submit bid. For electronic submission, large files may take time to upload. Internet speeds or other website traffic may impact response time. Allowing enough time for bid submission will reduce stress and the likelihood of mistakes or failing to meet the submission deadline.
6. Experiencing technical issues with the electronic bidding tool? For Team Georgia Marketplace™ or eSource, be sure to contact SPD for support: procurementhelp@doas.ga.gov or 404-657-6000.
7. Encourage suppliers to keep their contact information and NIGP code selection up to date in the Supplier Portal to ensure they receive appropriate notification. Suppliers can get started here by selecting Supplier Self-Service: <http://doas.ga.gov/state-purchasing/team-georgia-marketplace>
8. Stay abreast of market changes, and NEVER give up. Take advantage of public information, including similar procurements that may have been conducted on the Georgia Procurement Registry. View the Notice of Award to see the awarded pricing offered by other competitors.

Weaknesses:

Future Improvements: Include any suggested improvements to future solicitation.

Issues: Include any identified issues during the supplier debrief. Document all issues in the space below and escalate to senior management or legal counsel accordingly.

Issues(s) escalated to the following individuals:

Other: Note any other relevant topics, notes, and summaries.

Formal Closure of Debrief Session:			
	Name	Signature	Date
Debrief Facilitator			
Representative			
Procurement Lead			
Other Participants			
Additional Comments			

Appendix H
Public Works Protocols and Procedures

KSU Procurement for bidding Public Works projects outlined in BOR Bid & Advertising Requirements, Bond Requirements for Procurement of Public Works Construction Contracts, effective 9/1/2011.

Project Construction Cost less than \$50,000:

1. KSU Facilities staff may select one (1) contractor to price the project scope of work without public advertisement or competitive bidding. KSU Procurement will not be required to oversee process.
2. Contractor shall be a registered State of Georgia or KSU vendor and if not will be required to register as a State of Georgia or KSU vendor.
3. Verify contractor has required insurance and bonds.
4. Submit a requisition with back-up documents to Procurement for the contract and Purchase Order to be signed by the Buyer.
5. Facilities Services will determine if, insurance certificate, performance and payment bond are required for project.
6. Execute standard BOR Design-Bid-Build Construction Contract with contractor.

Project Construction Cost \$50,000 - \$100,000:

1. KSU Facilities staff may select a minimum of three (3) interested contractors to competitively bid the project scope of work without public advertisement. KSU Facilities staff will verify the following contractor information prior to bidding (See attached E-Quote/RFQ Vendor Form Packet, dated 3/24/2010):
 - a. Contractor is a registered State of Georgia or KSU Vendor.
 - b. Tax Compliance
 - c. Reference Form
 - d. Statement of Bidder's Qualifications
 - e. Min. five (5) years of experience with similar projects
 - f. Complete KSU Procurement Vendor References Form
 - g. Required Insurance & Bonds

2. KSU Procurement will be required to assist KSU Facilities with process, including prequalification of contractors, invitation to bid, bid package distribution, etc.
3. KSU Facilities staff may contact the selected contractors by phone to determine if they are interested in bidding project to verify that a minimum of three sealed bids will be received. May need to have more than three bidders to allow for bidders that may drop out. If less than three sealed bids are received, then the project will have to be rebid. Specific project information concerning scope of work, budget, schedule, etc., which would provide an advantage in bidding project may not be discussed with any contractor prior to bidding.
4. Facilities Services will determine if performance and payment bond required for project.
5. KSU Facilities staff will be responsible for developing bid package documents from BOR bid package template on BOR website to include:
 - a. Design-Bid-Build Construction Contract
 - b. Bid Requirements Invitation to Bid
 - c. Bid Requirements Instruction to Bidders
 - d. Bid Requirements Bid Form
 - e. Bid Requirements Statement of Bidder's Qualifications
 - f. Bid Requirements Bid Security Form
 - g. BOR General Conditions
 - h. Contract Documents – Drawings & Specifications
6. Completed bid package will be issued to KSU Procurement for their review, comments and approval prior to issuing to bidders. KSU Procurement will complete bid package review within 3-5 business days.
7. Approved bid package will be issued to selected bidders. Minimum bid period shall be ten (10) business days.
8. KSU Facilities and Procurement will conduct a mandatory/non-mandatory pre-bid meeting and site visit, if necessary, with all bidders and provide a written Q & A and/or addendum, issued to all bidders regarding questions and/or clarifications.

Any additional questions after pre-bid meeting shall be addressed in subsequent addenda.

9. Sealed bids shall be received by KSU Facilities and opened in private by the Contracting Officer without bidders present.
10. KSU Procurement will compile Bid Tabulation Sheet with all bids. Project will be awarded to lowest responsive bidder.
11. Procurement will request insurance certificate, performance and payment bond if they are required for project.
12. Execute standard BOR Design-Bid-Build Construction Contract with contractor.

Project Construction Cost \$100,000 - \$250,000:

1. KSU Procurement to publicly advertise Public works project on Georgia Public Registry (GPR) along with the E-Quote/RFQ Vendor Form Packet, dated 3/24/2010 to verify the following information:
 - a. Contractor is a registered State of Georgia or KSU Vendor.
 - b. Tax Compliance
 - c. Reference Form
 - d. Supplier General Information Worksheet
 - e. Statement of Bidder's Qualifications
 - f. Min. five (5) years of experience with similar projects
 - g. Complete KSU Procurement Vendor References Form
 - h. Required Insurance & Bonds (See attached State of Georgia Insurance and Bonding Guidelines, dated January 2011)
2. KSU Procurement will be required to assist KSU Facilities with process, including prequalification of contractors, invitation to bid, bid package distribution, etc. KSU Procurement to provide one (1) staff member to work in the KSU Facilities office 2 days per week to assist in this process.

3. KSU Facilities staff may contact the selected contractors by phone to determine if they are interested in bidding project to verify that a minimum of three sealed bids will be received. May need to have more than three bidders to allow for bidders that may drop out. If less than three sealed bids received, then project will have to be rebid. Specific project information concerning scope of work, budget, schedule, etc., which would provide an advantage in bidding project may not be discussed with any contractor prior to bidding.
4. Bid Bond, Performance & Payment Bonds are required.
5. KSU Facilities staff will be responsible for developing bid package documents from BOR bid package template on BOR website to include:
 - a. Design-Bid-Build Construction Contract
 - b. Bid Requirements Invitation to Bid
 - c. Bid Requirements Instruction to Bidders
 - d. Bid Requirements Bid Form
 - e. Bid Requirements Statement of Bidder's Qualifications
 - f. Bid Requirements Bid Security Form
 - g. BOR General Conditions
 - h. Contract Documents – Drawings & Specifications
6. Completed bid package will be issued to KSU Procurement for their review, comments and approval prior to issuing to bidders. KSU Procurement will complete bid package review within 3-5 business days.
7. Approved bid package will be issued to selected bidders. Minimum bid period shall be fifteen (15) calendar days after the date of GPR advertising.
8. KSU Facilities and Procurement to conduct a mandatory pre-bid meeting with all bidders and provide a written addendum issued to all bidders regarding questions and/or clarifications. Any additional questions after pre-bid meeting shall be addressed in subsequent addenda.

9. Sealed bids shall be received by KSU Procurement at public bid opening. KSU Procurement to compile Bid Tabulation Sheet with all bids. Project to be awarded to lowest responsive and responsible bidder.
10. Procurement will request and review the insurance certificate, performance and payment bond required for project.
11. Execute standard BOR Design-Bid-Build Construction Contract with contractor.

For \$250K and above, the steps are same except minimum advertising period would be 30 days.

**USG – Office of Real Estate & Facilities
Procurement Training for Facilities Projects
Meeting Summary - 09/16/2011**

Training was conducted by Sheree Srader, with Anthony Maddox in attendance

Competitive Bids, Advertising Requirements & Project Authorization

- New dollar thresholds regarding bidding, advertising and bond requirements have been revised, effective September 1, 2011. See link below.
<http://www.usg.edu/ref/capital/bppmanual/chapter8/App8A_PW_bid-advertise-bond_requirements.pdf
- KSU is a Level 3 University, which means the University has a project limit not to exceed \$750k and a \$1 million construction cost limit. For projects exceeding these thresholds, and less than \$5M, USG will conduct the procurement or upon request and prior approval, delegate this authority to KSU. GSFIC has authority of public work/construction projects of \$5 million or more.

Public Works

- Definition for Public Works: If the contractor both furnishes and installs, it is public works; if the contractor merely furnishes, then it is not.
 - USG Facilities' contracts do not allow for renewal on an annual basis nor does it allow for open contracts. Contracts are specific to one-time projects with a deadline/hard end date. Consequently, contracts such as the University's job order contracts and MRO renewable contracts do not fall under this umbrella and are subject to DOAS's jurisdiction.

Design-Build & Design-Bid-Build

- There are only two contracts that can be used with public works projects, regardless of dollar size: Design-Build and the Design-Bid-Build.
- Subcontractors do not require payment bond protection on projects under \$100k.
- Bid-splitting was not specifically defined. USG is open to answering inquiries on projects and providing guidance as to whether projects should be treated as distinct and separate initiatives. There is significant flexibility on whether a contractor can be asked to undertake additional, out-of-scope work without re-bidding.
- The BOR Building Project Procedures Manual takes precedence over the State Construction Manual.
 - When evaluating Design-Bid-Build RFQs, the highest ranked bidder is identified as the potential awarded bidder. The cost proposals for that vendor only can be opened and the remaining cost proposals remain sealed. The institution can *negotiate* cost (***USG -Are there any guidelines for negotiating price, i.e., a firm, fixed price? Can scope be reduced to reduce pricing?***). However, if the highest ranked bidder's cost exceeds the institution's budget, the institution has the option to go to the next highest ranked
 - Add Alternates – Should not be used. Deductive alternate(s) is the appropriate method for pricing additional services.
- BOR delegates to the institution protest procedures and is currently drafting a policy
 - The protest procedure should be included in construction solicitations (i.e., the protest is submitted to Procurement Officer, etc.)
 - A notice to proceed cannot be granted without receipt of bonds.

Appendix I

Review Open Purchase Orders

Open Purchase Orders should be reviewed on a monthly basis but no less than quarterly. The SAS Web Report Studio has an Open Purchase Order Report.

- [Enterprise Report Log-in](#)
- Financial/Financials Comprehensive Financial Report Summary
- Choose Current Open Purchase Orders.
- Choose the Division.
- Add department filter as needed.

Report looks like this:

Financials – Open Purchase Orders

Wednesday, October 17, 2018

Budget Ref	PO ID	Requestor Id	Line	Qty	Amount	Date	Due Date	Status	Vendor Name	Description
2019	0000531369	MMCGINTY	10	2	\$4.24	2018-07-10	2018-08-09	Dispatched	Staples	Brighton Professional Soft Molded Wastebasket, 7 Gallons, Black, 15"H x 14 1/2"W x 10 1/2"D
2019	0000531544	MMCGINTY	6	1	\$2.12	2018-07-17	2018-08-16	Dispatched	Staples	Brighton Professional Soft Molded Wastebasket, 7 Gallons, Black, 15"H x 14 1/2"W x 10 1/2"D
2018	0000529849	MMCGINTY	6	1	\$12.05	2018-05-17	2018-06-16	Dispatched	Staples	2018 Staples Large Daily Appointment Book/Planner, 8" x 11", Black (21487-18)
					\$18.41					

Process to clear purchase orders

Review Open PO for completeness. Before taking any action, consider the following:

- a. Did the department receive all the goods/services? If not, why are they closing the purchasing order?
- b. Was the receiving complete in ePro/Peoplesoft?
- c. Is the department waiting on a final invoice?

Additional topics to consider:

1. Computer equipment.
 - a. UITs is responsible for receiving computer equipment on the department's behalf.

- b. If the computer equipment was delivered but the PO is still open then notify purchasing.
2. Staples Purchases
- a. Staples purchases are usually received within 30 days after order is placed. If the item is on back-order then have purchasing cancel the remaining balance on the PO and place the order again. This prevents the PO from sitting past the due date.
3. Furniture/Equipment
- a. Orders placed by Facilities need special coordination. If the good/service is already received and in place, notify Facilities to ensure receiving is completed.
 - b. Facilities will notify purchasing if the project is complete and remaining funds can be released on the PO.
 - c. Departments should coordinate and follow up with facilities to ensure the PO is paid/released or closed.
4. Other Goods/Services
- a. If all of the goods/services are received and all invoices are processed then notify purchasing if the PO and any remaining funds can be released.
 - b. Funds released in the current fiscal year with the same budget year will release funds back to the department's budget.
 - c. Funds released in the current fiscal year with a previous budget year will roll into the department fund balance at the end of the year for non-lapsing funds [12xxxx, 13xxxx, 14xxxxx, 15xxxx, 16xxxx]. For lapsing funds [10000, 10500, 10600], Fiscal Services will assess whether the funds will be returned to the state. Lapsing funds would not roll back into the department's budget when it is related to prior year purchase orders.
5. Year End Processes
- a. For quarter ending March 31st, the department must run an Open PO report for their department. Add a column at the end of the report and indicate the status of each purchase order older than 30 days. Purchase orders which are 90 days past the due date will requires a detailed explanation as to why the PO must remain open past the current fiscal year. Purchase orders without detailed explanations will be closed after June 25th before the year is closed.
 - b. This Detailed Open PO status report must be sent to purchasing@kennesaw.edu by 04/30/2019.

Contact Information

Purchasing or Receiving Help –Email Purchasing@kennesaw.edu or contact your purchasing buyer.

Appendix J Contract Review Guide

This list is not all inclusive. Please utilize the letter to suppliers from KSU Legal Affairs as a reference point. ([Letter to Contractors/Vendors](#)).

Clause/Area of Review	Action/Recommendation	Required or Optional?	Contact
<p>Has this type of contract/has this vendor's contract been previously reviewed by KSU?</p>	<p>Look through all "old" contracts that have been approved to see if the language is the same as what was previously approved. Research prior year POs that have been dispatched to the vendor to compare the previously agreed to language.</p> <p>Compare the new Terms and Conditions to those that were on the contract being reviewed.</p>	<p>Required</p>	<ul style="list-style-type: none"> • Legal • Requesting Department
<p>Is a KSU Template being used? Has it been altered in any way, other than adding a price and date(s) of service/delivery?</p>	<p>KSU has several pre-approved templates (Lecturer agreement/Artistic Performance Agreement). These are found at https://fiscalservices.kennesaw.edu/contracts/resources.php</p> <p>If there are changes to these templates, then a review must proceed. If there are no changes to these templates, other than filling in cost and scope, then no review is required.</p>	<p>Required</p>	<ul style="list-style-type: none"> • Legal • Requesting Department
<p>If the contract is \$25,000.00 or greater, need to verify how the contract was/is to be sourced (i.e. check SWCs, ACs, Statutory/Mandatory (GEPS/GCI), Exempt, etc.</p>	<p>If the contract is greater than \$25,000.00 - need to verify how the contract was/is to be sourced, if it is to be bid, do not approve. Let contracts and end user know that this must first be bid out. Once sourcing event is awarded, then the contract can be approved.</p>	<p>Required</p>	<ul style="list-style-type: none"> • Requesting Department
<p>Solicitation/Contract Templates (Agency/University or Statewide)</p>	<p>Always recommend using our contract templates.</p> <p>Have we asked the vendor to sign our contract and attached their scope of work or special requirements?</p>	<p>Required</p>	<ul style="list-style-type: none"> • Requesting Department • Legal

Clause/Area of Review	Action/Recommendation	Required or Optional?	Contact
Scope is clearly defined?	<p>This should be clearly defined, with a description of the work to be completed, i.e. tools, staffing, deliverables and a payment schedule.</p> <p>You should clearly understand what the supplier is providing and the cost to KSU.</p>	Required	<ul style="list-style-type: none"> • Requesting Department
Each party's responsibility is clearly defined?	<p>Is there a specific pricing list? What is KSU being charged for, and at what price? "What are we buying?" What are KSU's responsibilities? What are the supplier's responsibilities?</p> <p>What is the benefit to KSU?</p>	Required	<ul style="list-style-type: none"> • Requesting Department
Compensation	<p>How was compensation determined and is it clearly defined? Assess whether the price is <u>fair</u> and <u>reasonable</u>. Does the price reflect reasonable actual costs of the good or service plus a reasonable proportionate share of the bidder's anticipated profit, overhead costs, and other indirect costs, which he/she anticipates for the performance of the items in question?</p> <p>Compare to similar services previously bought by the university, USG or other state agencies.</p> <p>Will a solicitation be required?</p>	<p>Required</p> <p>However, there's more flexibility if the price is below \$10,000</p>	<ul style="list-style-type: none"> • Requesting Department
Delivery Time	<p>Does the time for delivery allow adequate time for the services to be delivered?</p>	Required	<ul style="list-style-type: none"> • Requesting Department
Correct terms and quantities	<p>If there are unclear terms, have supplier and/or requesting department define any that are ambiguous, so that both parties agree upon the intentions/meanings. You must be absolutely sure that any business terms and amounts stated on the contract truly represent the intentions and understanding of all parties.</p> <p>There should not be any undefined terms and conditions.</p>	Required	<ul style="list-style-type: none"> • Requesting Department • Legal, if necessary

Clause/Area of Review	Action/Recommendation	Required or Optional?	Contact
Renewal terms	<p>Are they consistent with State policy? Will the contract renew by default? Will, or can, the renewed contract be changed from the original? Automatic Renewals are not acceptable unless it's subject to annual notices or review by both parties and KSU.</p> <p>The contract will not be renewed unless KSU takes a positive action to do so.</p>	Required	<ul style="list-style-type: none"> • Procurement • Legal • Requesting Department
Insurance	<p>Is insurance needed for this service/contract? If insurance is needed, are the amounts consistent with State's recommendation? Should an exception be made due to low risk, i.e. lecturer, performer, or other reasons?</p> <p>Insurance is not required/needed for lecturer agreements nor performance agreements. Insurance is typically not required for consultants.</p>	Required	<ul style="list-style-type: none"> • Requesting Department • Risk Management
Indemnification	<p>KSU cannot indemnify other parties. State and government entities cannot indemnify KSU</p> <p>Legal is primarily responsible for reviewing this information.</p>	Required	<ul style="list-style-type: none"> • Legal
All reference documents tied to the contract are attached and have been reviewed.	<p>You must review all associated documents tied to the contract, including the quote(s), scope of work, amendments and any other document tied to the contract.</p>	Required	<ul style="list-style-type: none"> • Requesting Department • Procurement
Terms of default	<p>This clause describes under what conditions will a party have failed to deliver on the terms of the contract, and whether you will be able to fulfill the conditions without defaulting. Are these reasonable? What is the worst-case scenario if the supplier were to default? There must be language in the contract that shifts the liability off of KSU and determine what actions will be taken if a default were to occur?</p>	Required	<ul style="list-style-type: none"> • Requesting Department • Legal

Clause/Area of Review	Action/Recommendation	Required or Optional?	Contact
Termination	<p>What are the options to terminate the contract? Is there language in the document that allows either party to terminate the contract for cause and/or for convenience? Is there a way for both/either party to get out of the agreement equitably?</p> <p>Legal is primarily responsible for reviewing this information.</p>	Required	<ul style="list-style-type: none"> • Requesting Department • Legal
Arbitration	<p>KSU cannot agree to arbitration, but non-binding mediation can be offered as an alternative (if needed)</p> <p>Legal is primarily responsible for reviewing this information.</p>	Required	<ul style="list-style-type: none"> • Legal • Requesting Department
Warranties	<p>What items or services are under warranty and the term for each? Is it beneficial to the department/university?</p>	Optional	<ul style="list-style-type: none"> • Requesting Department
Deadlines and important dates	<p>If past dated, escalate to management within the procurement department</p>	Required	<ul style="list-style-type: none"> • Requesting Department
Payment Terms are Net 30	<p>Verify that the payment terms are Net 30.</p>	Required	<ul style="list-style-type: none"> • Requesting Department
Advances, Deposits, Prepayments	<p>Is it an industry requirement? Are we requiring that the equipment be customized? No credit account unless approved by Controller – We cannot borrow or accept loans therefore no credit applications or credit applications</p> <p>Escalate to Procurement management with any questions/concerns</p>	Optional	<ul style="list-style-type: none"> • Requesting Department • Supplier • Finance • Legal, if needed
Includes penalties or fees that KSU may incur?	<p>Verify that there is no interest on late payments - payments require a quid pro quo, meaning we need to be paying for a good or service.</p>	Required	<ul style="list-style-type: none"> • Requesting Department • Supplier • Legal
Shipping Terms	<p>Should be FOB Destination, meaning the supplier handles all freight and covers any damages until it is delivered to KSU.</p> <p>If any other type of shipping terms, escalate to Procurement management with questions.</p>	Required	<ul style="list-style-type: none"> • Requesting Department

Clause/Area of Review	Action/Recommendation	Required or Optional?	Contact
Waiver of Subrogation	<p>A waiver of subrogation is a contractual provision whereby an insured party (the contractor) waives the right of their insurance carrier to seek redress or seek compensation for losses from a negligent third party. Typically, insurers charge an additional fee for a waiver of subrogation endorsement. Many construction contracts and leases include a waiver of subrogation clause.</p> <p>If this is present, bring to legal's attention.</p> <p>Legal is primarily responsible for reviewing this information.</p>	Required	<ul style="list-style-type: none"> • Legal • Risk Management • Requesting Department
Confidentiality Clause	<p>KSU is subject to the Georgia Open Records Law therefore contracts, terms, proposals, communications with vendors, etc. are <u>not</u> confidential (with temporary exceptions related to the RFP process). Conversely, suppliers and their agents are prohibited from student information and other sensitive information about KSU except as necessary to perform pursuant to contract terms</p> <p>Work with Legal, department and supplier to negotiate a change in terms or identify the proprietary items specifically in the contract.</p> <p>Note: Suppliers must agree to comply with all applicable federal and state laws and regulations – Compliance clause</p>	Required Legal	<ul style="list-style-type: none"> • Legal • Requesting Department
Assignment	<p>If the KSU college or department specifically wants the other party to specifically perform the contract, is there a provision stating that the vendor and university must give its written permission before the other party can engage someone else to fulfill its responsibilities?</p> <p>Legal is primarily responsible for reviewing this information.</p>	Required	<ul style="list-style-type: none"> • Legal • Requesting Department

Clause/Area of Review	Action/Recommendation	Required or Optional?	Contact
Choice of Law	<p>If it remains in the contract, the forum/jurisdiction and choice of law for resolving disputes must be Georgia, no other state or country.</p> <p>If another state's law governs the contract dispute, consider the difficulties this could create, such as finding an attorney licensed to practice in that state. KSU's Legal will probably opt to remove this section.</p>	Required	<ul style="list-style-type: none"> • Legal • Requesting Department
Limitation of Damages	Does the contract limit the type or amount of damages that KSU can recover?	Required	<ul style="list-style-type: none"> • Legal • Requesting Department
Data or Intellectual Property	<p>We do not allow another entity to own our data or transfer ownership of intellectual property to them.</p> <p>The KSU Data Confidentiality Addendum should be part of IT related contracts and solicitations if the vendor will have access to confidential or sensitive information that is protected under the law, such as personally identifiable information about students, staff, or faculty, HIPAA information, proprietary information, intellectual property, or trade secrets.</p>	Required	<ul style="list-style-type: none"> • UITS • Legal • Requesting Department

Definitions:

- **Clause/Area** – This relates to the area/clause within the contract being reviewed. It is a specific section/paragraph or language in the document you are to review
- **Action/Recommendation** – This is what the procurement officer is to review, and the steps taken when reviewing that section/clause in the document
- **Required/Optional** – This determines whether or not the actions/reviews in the “Action/Recommendation” Column are required for the Procurement personnel to complete. When reviewing the contract, is the section being reviewed present? Has procurement taken the action/recommended steps in the “Action/Recommendation” column?
- **Contact** – This is the department that the Procurement personnel should contact if there are any outstanding issues or concerns regarding the contract being reviewed.

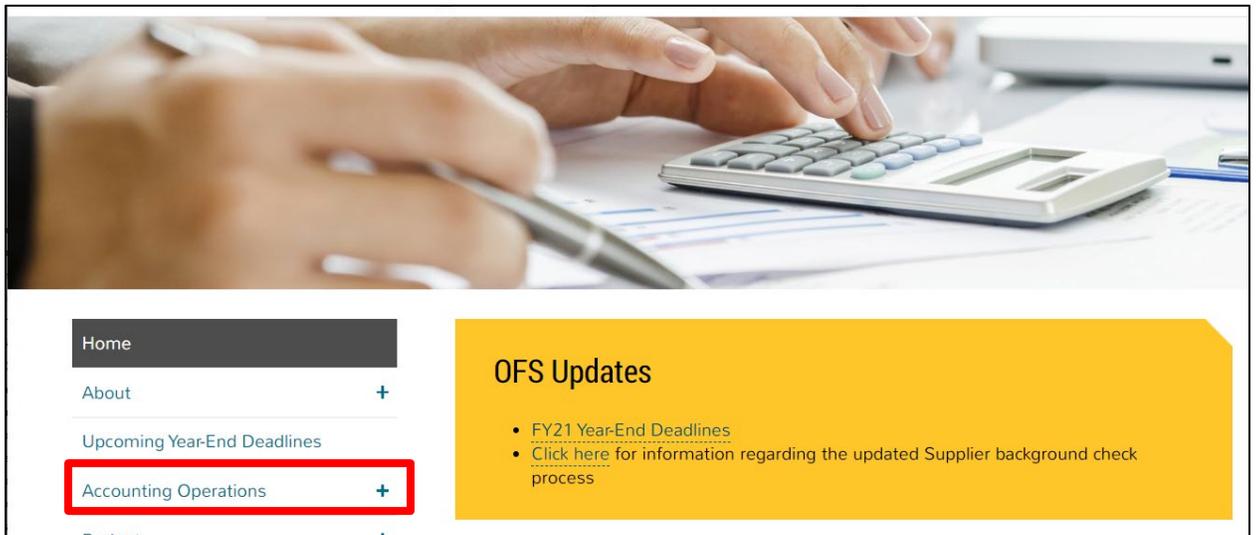
Appendix K

Contract Management System- Contract Submission Guide

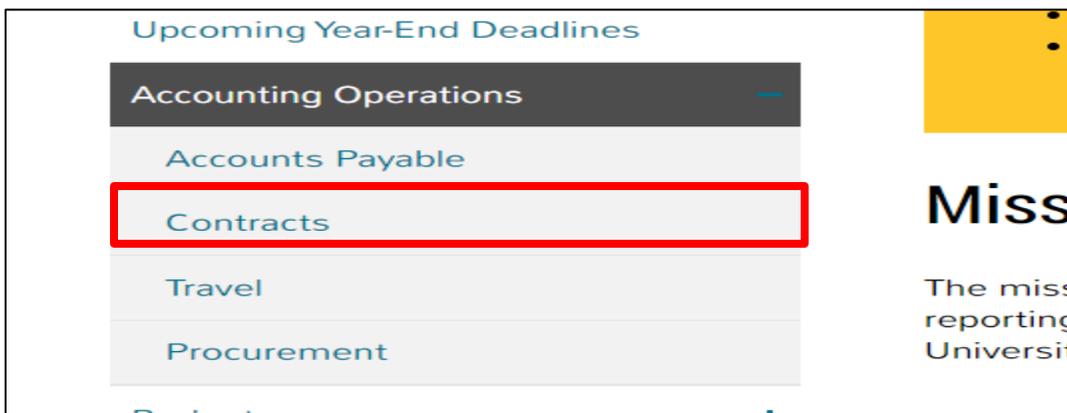
Access and Logging In

To access the Contract Management System:

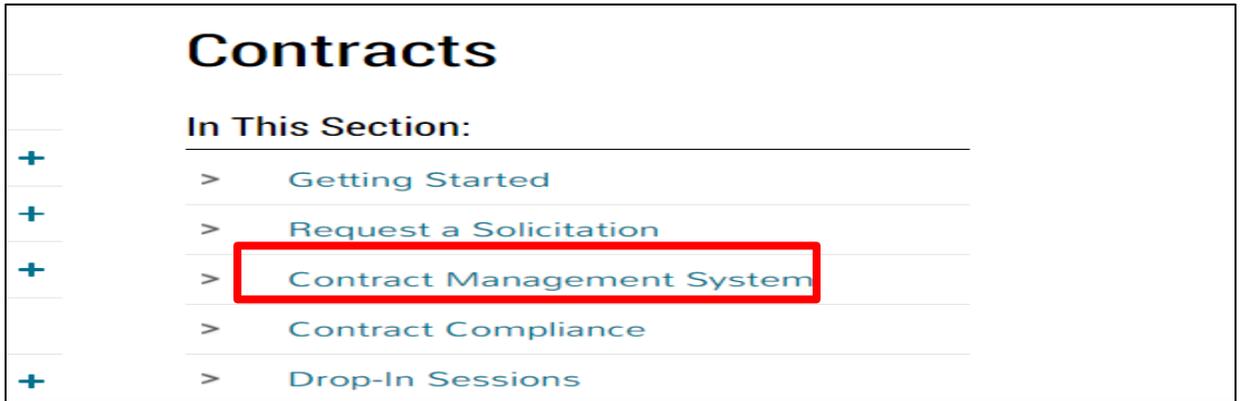
1. Navigate to <https://fiscalservices.kennesaw.edu>.
2. On the left of the website, click **Accounting Operations**.



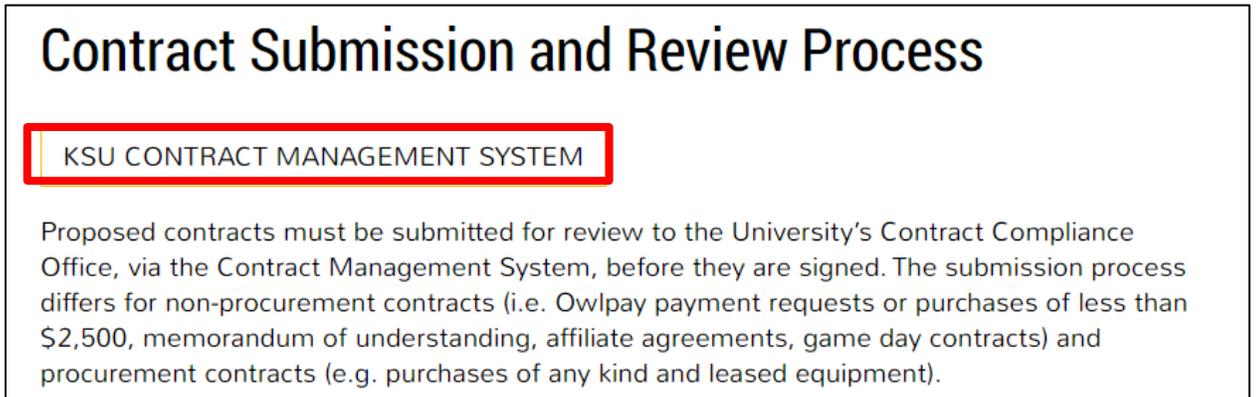
3. Click **Contracts**.



4. The *Contracts* page will open. Click **Contract Management System**.



5. Click **KSU Contract Management System**.



6. You will be redirected to the login screen. Enter your **NetID** and **Password**. Note: It is recommended to use Chrome or Firefox as your browser since Internet Explorer is no longer supported.
7. Click **Login**.



8. You will be logged in and the *Contract Management System Home* page will display.

KENNESAW STATE UNIVERSITY

Welcome Robert English Kennesaw State Unive... Logout Help

Contract Approver Home Page

Contracts

- Create a Contract Request
- View My Contracts
- View All My Associated Contracts
- View All My Associated Contract Approvals

Solicitations

- Create a New Solicitation Request
- View My Solicitation Requests
- View All My Associated Solicitations
- View My Open Tasks
- View My Solicitation Approvals

Templates

- View My Templates

All My Pending Approvals

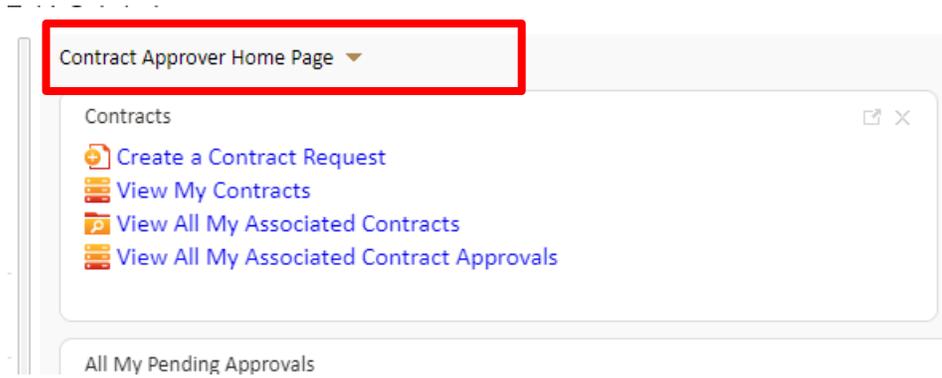
Status: 6 record(s) found, 1 page(s) [Click for details...](#)

New Views Search

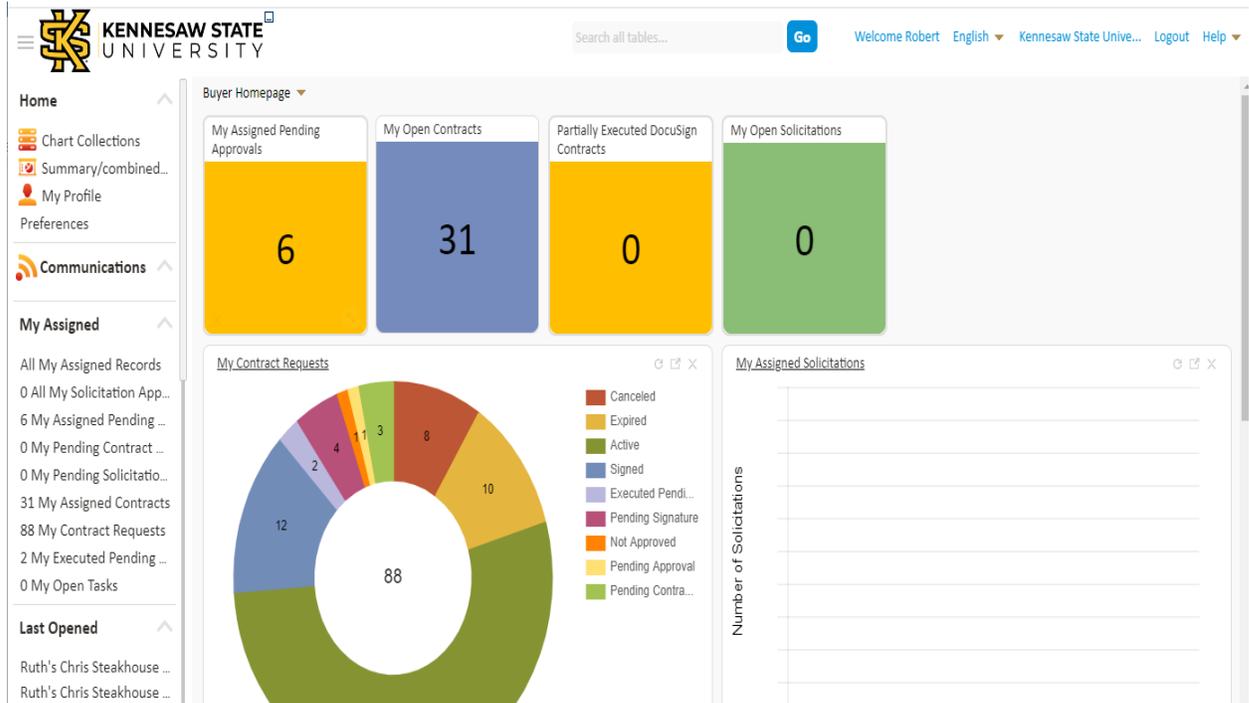
Approval Title	Vendor/Contractor Name	Approval Team	Status	Contract Priority
<input type="checkbox"/> Buyer Team - Homecoming DJ - Jay Shale	Jay Shale	Buyer Team	Pending Approval	High
<input type="checkbox"/> Buyer Team - Slutty Vegan Food Truck	Slutty Vegan	Buyer Team	Pending Approval	Low
<input type="checkbox"/> Buyer Team - Charles McFall, LLC - Podcasting	Charles McFall, LLC	Buyer Team	Pending Approval	Low
<input type="checkbox"/> Buyer Team - Homecoming Food Truck Festival - Deante' Hitchcock	Deante' Hitchcock	Buyer Team	Pending Approval	High
<input type="checkbox"/> Buyer Team - AudienceView renewal addendum	Theatermania.com, Inc.	Buyer Team	Pending Approval	Low
<input type="checkbox"/> Buyer Team - Walls.io GmbH	Walls.io GmbH	Buyer Team	Pending Approval	Low

Switching Home Page (Buyer Homepage)

1. Locate the Contractor Approver Home Drop Down



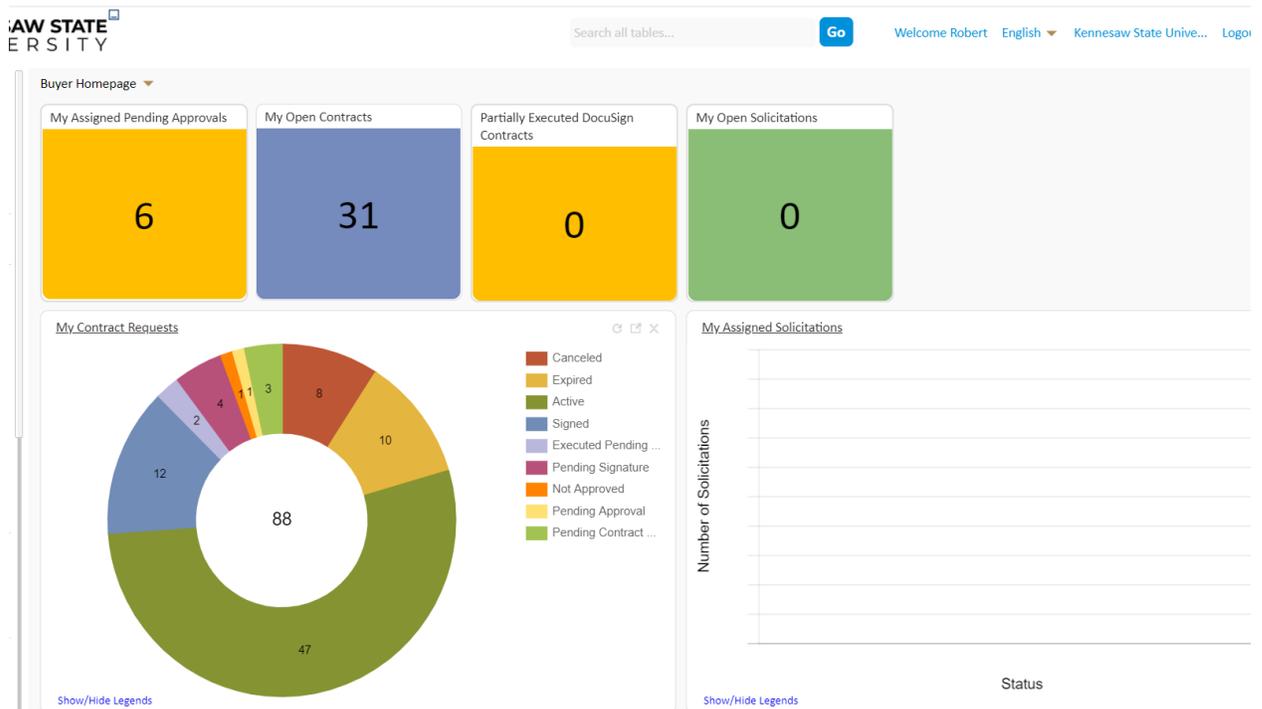
2. Select Buyer Homepage



Buyer Homepage Overview

The following will provide an overview of the different sections found on the homepage:

1. **My Assigned Pending Approvals** – Provides a link to all contracts that are currently pending a buyer’s approval.
2. **My Open Contracts** – Provides a link to the contracts entered and assigned to the buyer that are not currently active.
3. **Partially Executed Contracts** - Provides a link to the buyer’s partially executed contracts
4. **My Open Solicitations** – Provides a link to the buyer’s partially open solicitations.
5. **My Contract Requests** – Provides an overview of the buyer’s contracts.
6. **My Assigned Solicitations** - Provides an overview of the buyer’s assigned solicitations.
7. **Search Bar** – Type the name of a contract request/solicitation to search for it
8. **Logout** – Click to log out of the system.

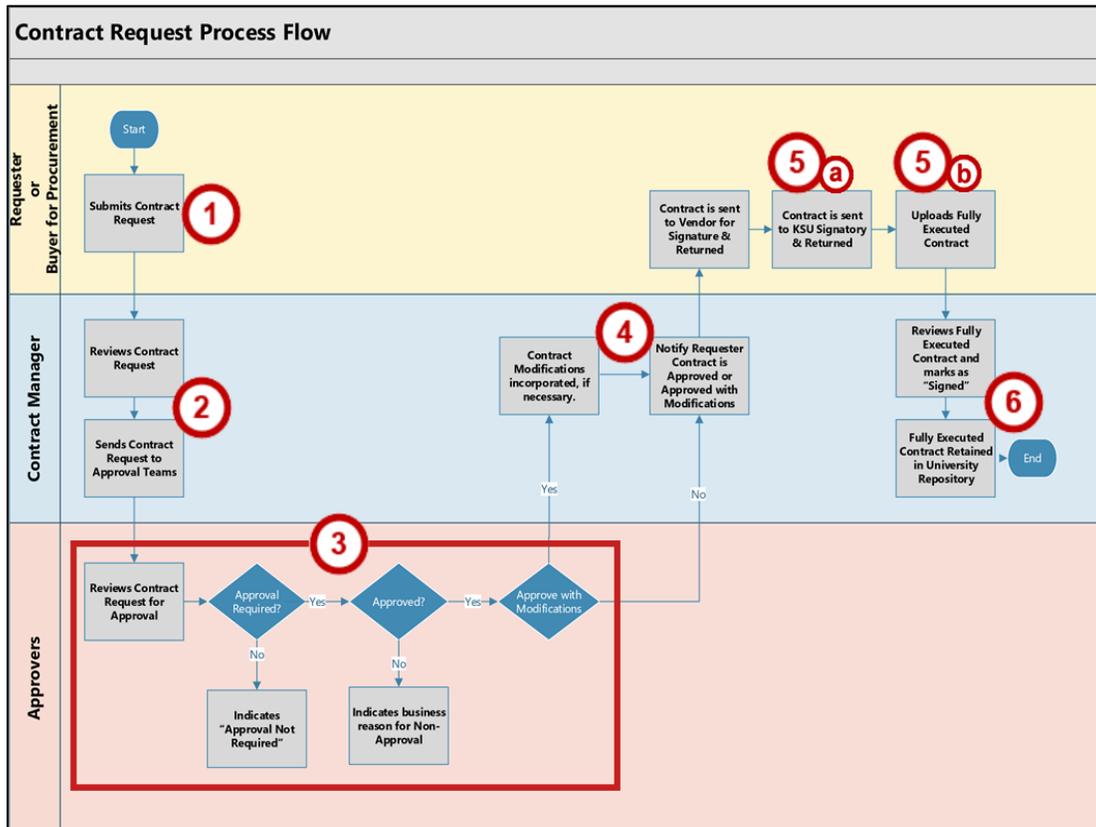


Contract Submission Process

The following provides a high-level overview of the contract request submission process:

1. **Requester or Buyer for Procurement/Contracts:** Submits a contract request to the Contracts Office.
2. **Contract Manager:** Reviews the contract request. Once reviewed, the contract manager will send the request to the approval team.
3. **Approvers:** Will review the contract and make one of the following decisions: approve, approve with modifications, not approved, or approval not required.
4. **Contract Manager:** Notifies the requester the contract has been approved or approved with modifications.
5. **Requester:** The requester or Buyer for Procurement Contracts will send the contract to the vendor for signatures.
 - a. Once returned, the contract is to be sent to the KSU signatory for additional signatures.
 - b. Once all signatures have been received, the fully executed contract is uploaded to the system. For Procurement/Contracts, the Buyer will attach the signed contract to a Purchase Order and send to the vendor, the department and Contracts.

9. **Contract Manager:** Will review the fully executed contract and mark it as “Signed”. The contract will then be stored in the University Repository.



Creating a Request to Review a Contract (Non-template)

If you have received a contract/document from the vendor or if you have a modified KSU template, you will need to submit a contract request. There are eight sections of the contract request screen that might possibly need to be completed:

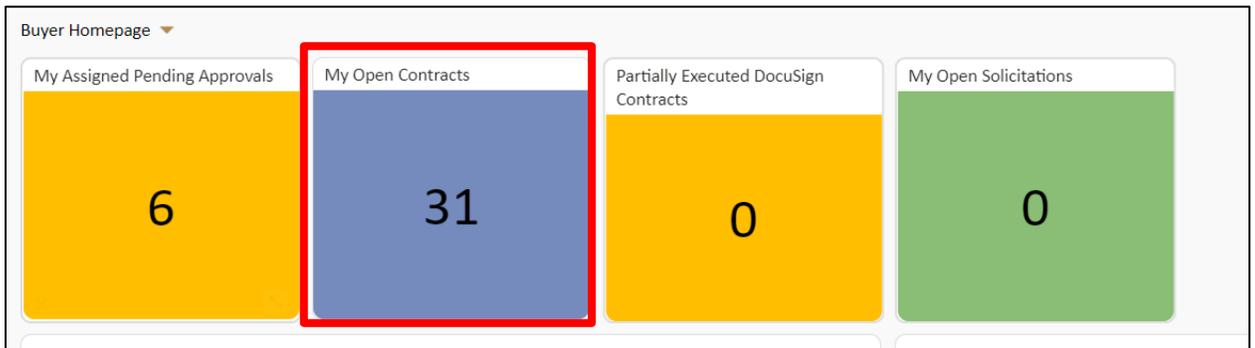
- Basic Information
- Summary of Contract Terms
- Financial Information
- Signature Authority
- Contract Details
- Vendor Information
- E-Verify
- Attachments

The following sections will walk you through submitting a contract request.

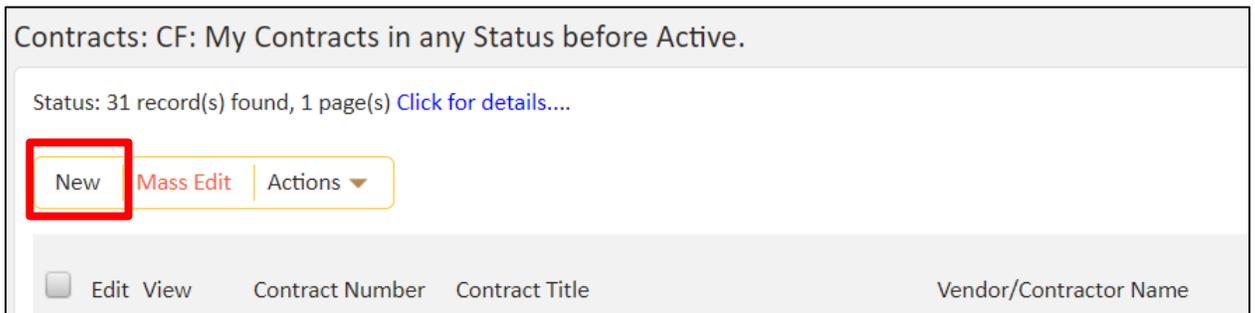
Note: Fields prefixed with * are required fields that need to have information entered before you can save or submit the form.

Getting Started

1. From the *Home Page* click on *My Open Contracts*.



2. Click New



3. The *Contract Request* form will display the *Details* tab with multiple sections that will require completion before the form can be submitted.
4. *Are you using a pre-approved template:* For this example, the vendor has sent us a contract. Click **No**.
5. *Record Type:* Defines this contract request's relationship with other contracts. Select if this is a *Contract*, *Amendment*, or *Addendum*. For this example, we will select **Contract**. **Note:** An amendment or addendum will require you to reference the parent contract ID.

6. *Contract Type*: Select the **contract type** from the drop-down menu based on the type of contract request you are submitting (e.g. contract request to purchase software).
7. *Internal Contract Owner*: The internal contract owner is the Buyer who is entering the contract.
8. *Assigned Team*: The assigned Team defaults to Contract Management Team, but can be changed to Buyer Team using the Drop down menu.
9. *Status*: Keep the status as Draft.

Contract

Save
Cancel
Details
Status
Attachments
Emails
Approvals
Renewals/Amendments/Addenda
History
« »

Collapse All

*Are you using a pre-approved template? Yes No

A Pre-Approved Template is an unmodified document approved by the Contracts Office for university or department use. For more information, click [here](#).

*Record Type	Contract ▼	Parent Contract Number	<input type="text"/>
*Contract Type	▼		

To view more information on the available contract types, click [here](#).

*Internal Contract Owner	Robert Black ▼	Solicitation ID	<input type="text"/>
Assigned Team	Contract Management Team ▼	Solicitation Type	
Status	Draft ▼		

Contract is Unauthorized

Basic Information

Note: Saving the contract at any time during the submission process will not allow you to enter your approval notes. It is encouraged that you enter your approval notes prior to entering the contract details. Your approval notes can be entered by clicking on the Approvals tab.

1. *Requester Name/Email/Phone*: Information will **auto-populate** based on user login.
2. *For Department*: Will **auto-populate** based on user login. Select the **department** you are entering the contract request for.
3. *Responsible Supervisor*: Information will **auto-populate** based on user login to your Supervisor.
4. *Preferred Contact Differs from Requester*: **No** is selected by default. If submitting on behalf of someone, select **Yes** and enter the preferred contact information. For this example, we will select **YES** (See Figure 10).

Save Cancel **Details** Status Attachments Emails Approvals Renewals/Amendments/Addenda History <>

▼ **Basic Information**

Proposed contracts must be reviewed, whether or not there is a monetary component involved. All applicable KSU approvals, including approval from the Contracts Compliance Office, must be obtained prior to the signing of the contract. KSU approvals must take place prior to the start of the contract term and before the vendor/contractor is allowed to perform any services. Please submit the contract and any other pertinent documentation with this form.

Contracts are reviewed in the order they are received.

Exemptions to the review requirements of Contract Compliance can be found [here](#).

Questions should be directed to contracts@kennesaw.edu.

Requester Name	Robert Black	Requester Phone	4705783134
Requester Email	rblack13@kennesaw.edu		
*For Department	FIN-Fiscal Services	*Responsible Supervisor	Nikki Tucker
Preferred Contact Differs from Requester	<input checked="" type="radio"/> Yes <input type="radio"/> No		
Preferred Contact		Preferred Contact Phone	
Preferred Contact Email			
Teams that can view this contract	AP - Travel Team, Asset Management Team, PCard Team	Grant Access To	

The emergency option should be used only as an exception and in rare circumstances that constitute an actual emergency for the department or university.

*Is this contract an emergency? Yes No

5. Preferred Contact: The Preferred Contact will be the person within the department who will be able to answer questions related to the contract. If the preferred contact is not readily identifiable in the requisition, contact the department to obtain the name of the Preferred Contact.
6. Search For Preferred Contact: You can type in the name of the Preferred Contact or use the magnifying glass to search the system for the preferred contract. If using the magnifying glass search option you can add the preferred contract by clicking the red arrow next to their name.

kennesaw.agiloft.com/ui/record/dao3_search.do;page=2P54xYxTS0tQXt1Nwt1FQ4KxAzQ10004.al;en;CSRF_NONCE=DDCAB14C6CB457B26BE0B416'

Search again: [Advanced Search](#)

String Context

Search in the **Employee** table and its subtables:

Full Name All text fields
 All linked fields

Employees

People

Status: 4 record(s) found, 1 page(s) [Click for details...](#)

ID	Full Name	Company	Primary Team	Department	Department Number
 6725	Nikki Branum		Contract Creator Team	HSS-English	4301002020
 2182	Nikki Hooven		Contract Creator Team	COM-VP Stra Comm&Marketing	4301065435
 692	Nikki Palamiotis		Contract Creator Team	GPE-Dean-Graduate Studies	4301049220
 5649	Nikki Tucker		Admin Team	FIN-Fiscal Services	4301059412

- Grant Access to: The Grant Access to option allows you to add other people who would like to be added to the contract. Start by searching their name and then clicking on the box next to their name, then click Import/Replace. To add multiple people click on Import/Append.

Status: More than 100 record(s) found [Click for details...](#)

Page: [Page 1] [Next](#) [Last](#) Go to page [Go](#)

<input type="checkbox"/>	ID ↓	Full Name	Company	Primary Team	Department	Department Number
<input checked="" type="checkbox"/>	7202	Erin Stapleton		Contract Creator Team		
<input type="checkbox"/>	7201	Michael Blackwell		Contract Creator Team		
<input type="checkbox"/>	7200	Bernice Laury		Contract Creator Team		
<input type="checkbox"/>	7199	Michael Sasviero		Contract Creator Team		
<input type="checkbox"/>	7198	Chris Ward		Contract Creator Team		

[Import/Replace](#) [Import/Append](#) [Import/Search Again](#) [Cancel](#) [Clear Field and Close](#)

- Is this contract an emergency:* **No** is selected by default. If the contract request is an emergency, select **yes** and you will be prompted to enter additional information regarding the emergency.

The emergency option should be used only as an exception and in rare circumstances that constitute an actual emergency for the department or university.

*Is this contract an emergency? Yes No

*Emergency Approval is needed By

*Reason for Emergency

*Provide Detailed Reason

Summary of Contract Terms

Summary of Contract Terms

*Contracting Party Kennesaw State University
 Kennesaw State University Foundation
 Kennesaw State University Research & Service Foundation
 Kennesaw State University Athletic Association

*Renewal Type One time contract

*Contract Title Software Contract for Bagwell College

*Contract Description Contract between Bagwell College and software vendor for software configuration services.

*Anticipated Contract Start Date 06/24/2020 *Anticipated Contract End Date 11/30/2020
 Future contracts must be submitted for review well in advance of the start date to allow sufficient time for review.

Fiscal Year FY20

Requisition ID 123456

1. *Contracting Party*: Select an option by clicking the **checkbox**. For this example, we will select **Kennesaw State University**
2. *Renewal Type*: Determines if this contract request will be renewed or not (most contract requests submitted will be one-time contract). **One-time contract** will be selected by default.
 - a. If you select the Renewal Type drop down you will be prompted to enter how many days in advance of the contract end date a notice will be automatically generated. These are set by default to 180 days from the contract's end date for the 1st Notice, and 60 days from the contract's end date for the 2nd Notice.
3. *Contract Title*: Type a **descriptive title** for the contract request that you will be able to easily identify.
4. *Contract Description*: Type a **high-level description** of the contract request in detail. This should include who is requesting the contract, what the contract is intended to accomplish for the department, and why the department will benefit from the contract.
5. *Anticipated Contract Start Date/End Date*: Enter the **start/end dates** of the contract request and click **Apply**. The *Anticipated Contract Start Date* needs to be

greater than 2 weeks plus 1 day in the future.

- a. End Date for Goods: 30 days following anticipated start date.
- b. If your contract is set to start prior to the 2 weeks plus 1 day requirement in the system, you can edit the dates following submission of the contract.

Note: The *Fiscal Year* will auto-populate based on the *anticipated contract start date*

6. *Requisition ID*: Enter the **Requisition ID** if known.

Financial Information

Financial Information

*Is there a monetary value or payment (to or from KSU)? Yes No

*Payment Source: Payment from KSU

*What method of purchasing and payment are you using? Purchase Order (PO)

*Funding Type

To add financial information, select the **Responsible Department**, **Speed Chart Key** (if known), and enter the **Percent** of the Contract Amount or the Amount allotted towards a Department in the **Department Spend** field.

Add additional speed charts by checking the box.

*Responsible Department	FIN-Fiscal Services	Speed Chart Key	AGILO
Percent	100.00 %	Department Spend	\$

Add additional speed charts

*Has budget availability been verified through Office of Budget and Planning or ePro? Yes No

1. *Is there a monetary amount listed on the contract:* If there is an amount listed, select **Yes** and additional fields will appear in which to provide additional information. For this example, we will click **Yes**.

Note: If there is no monetary amount listed, click **No** and skip to the section *Contract Details*.

2. *Contract Amount:* Enter the **contract amount** present on the contract request.
3. *Payment Source:* Select **Payment from KSU** or **Payment to KSU**. For this example, we will click **Payment from KSU**.
4. *Method of Purchasing and Payment:* Select the appropriate funding type from the **drop-down menu**
5. *Funding Type:* Select the appropriate funding type from the **drop-down menu** (See Figure 12).

6. *Responsible Department*: This field will auto-populate. If needed, click the **magnifying glass** to search for a department. The department should match the department that is included in the chart string of the requisition.
7. The *Look Up Department* window appears. Type the **department's name** in the search field.
8. Click **Go**.

Departments			
Departments			
Status: 59 record(s) found, 2 page(s) Click for details....			
Page:	[Page 1]	Next Last Go to page _____ Go	
Edit	Department Number	Department Name ↑	
 	4301004035	BUS - EMBA Programs	
 	4301417500	BUS - ICIT Center	
 	4301004066	BUS - Online Programs	
 	4301004045	BUS - PhD in BA Program	

9. The system will display your search results under *Departments*. Click the **red arrow** to add the department to your contract request (See Figure 15).
10. The window will close and you will be returned to the contract request form.
11. *Speed Chart Key*: This will auto-populate based on the department chosen for *Responsible Department* (users are also able to search speedchart numbers and make a selection by clicking the **magnifying glass**). A speed chart guide can be accessed on the I Drive at I:\FIN_OPC\Buyer Team\Speedcharts.
12. *Percent*: Indicate how much of the **contract amount** will be paid from the responsible department (default is 100%).
13. *Department Spend*: (optional) Indicate **how much** the department will spend towards the contract.

14. *Add Additional Speed Charts*: If multiple departments are involved, **click this box** to receive the “Save & Add” button. **Note**: If multiple departments are involved, repeat steps 5 through 14 to continue adding departments and indicate the percentage for which each department will be responsible.
15. If only one department is involved with the contract, skip to the next step.
16. *Save & Add*: Once the **Save & Add** button appears, click the button to save the Department Information to the contract request.
17. *Has budget availability been verified through Office of Budget and Planning or ePro*: Select the appropriate **option**. For this example, we will click **Yes** (See Figure 17).

Note 1: If payment is coming to KSU, then this question will not be presented.

Note 2: If no is selected, you will be prompted to discuss with your *Business Manager* or *Budget office*. However, you can still proceed with submitting the contract request.

Contract Details

Contract Details

*Is this for an on-campus meeting or event? Yes No **1**

*Does this contract include the purchase of alcohol? Yes No **2**

*Will the vendor/contractor process, transmit, or store any confidential data points? Yes No **3**

*Select all applicable data points

- Social Security, State of Georgia ID, Passport, or Travel Visa Numbers
- Student Academic Data
- Medical Treatment Data
- Payment Card, Banking, or Financial Data
- Account Passwords
- Data from third party that mandates security requirements
- Data sharing contracts which prescribe security requirements (grants)

*Does this contract involve or require the purchase or acquisition of technology products or services? Yes No **4**

*Have you received approval from Technology Purchases to proceed? Yes No

In the *Contract Details* section of the new contract request, complete the following information:

1. *Is this for an on-campus meeting or event:* Click **Yes** or **No**. If yes, then you will be asked to provide your reservation number/location and the name of who approved the reservation. For this example, we will select **No** (See Figure 18).
2. *Does this contract include the purchase of alcohol:* Indicate **Yes** or **No**. If yes, then a link to the current alcohol policy will be displayed for review. For this example, we will select **No** (See Figure 18).
3. *Will the vendor/contractor process, transmit, or store any confidential data points:* Indicate **Yes** or **No**. If yes, then multiple checkboxes will be presented asking you to *select all applicable data points*. For this example, we will select **Yes** and select **Student Academic Data** (See Figure 18).
4. *Does this contract involve or require the purchase or acquisition of technology products or services:* Indicate **Yes** or **No**. If yes, then Buyer/Requester will be prompted to indicate if you have received approval from UITS Technology Purchases to proceed. Technology Purchases approval should be attached to the ePro requisition. If it is not, Contracts Office approval will be delayed until UITS

Technology Purchase approval is received. For this example, we will select **Yes** and indicate we have **received approval** (See Figure 18).

Note: If **No**, please continue with the submission of your contract request. However, you will need to complete the UITS Technology Purchases form at <https://uits.kennesaw.edu/techpurchases> and **submit your contract for their review**, or your contract approval may be delayed significantly. Once you receive approval from UITS Technology Purchases, you will need to attach the approval to your ePro requisition (See *Adding Additional Attachments to a Submitted Contract Request*). *Will the vendor/contractor be working with any minors:* Indicate **Yes** or **No**. If **Yes**, you will be instructed to register the program through KSU's Programs Serving Minors website. For this example, we will choose **No** (See Figure 19).

*Will the vendor/contractor be working with any minors? Yes No **5**

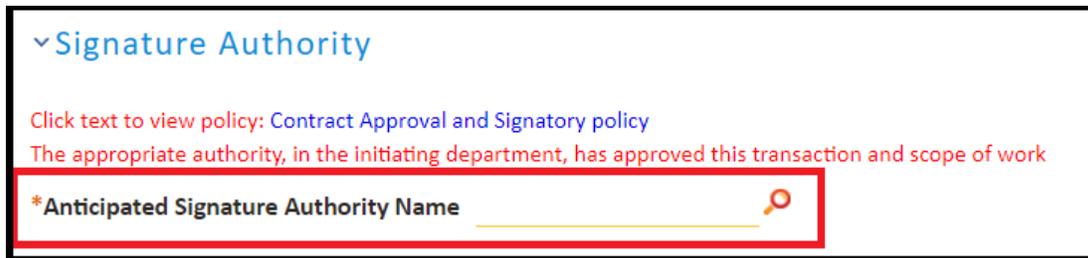
*Does this contract contain research involving human subjects? Yes No **6**

*Is this contract related to or required for an education abroad program? Yes No **7**

5. *Does this contract contain research involving human subjects:* Indicate **Yes** or **No**. If yes, you will be asked if you have submitted this to the Institutional Review Board (IRB) and asked to provide additional information regarding your IRB submission. For this example, we will choose **No** .
6. *Is this contract related to or required for an education abroad program:* Indicate **Yes** or **No**. If yes, an email will be sent to the Office of Global Affairs. For this example, we will choose **No** (See Figure 19).

Signature Authority

The Anticipated Signature Authority Name field is used to specify who in the initiating department will be signing the contract on KSU's behalf.



The screenshot shows a web interface for the 'Signature Authority' section. At the top, there is a blue header with a downward arrow and the text 'Signature Authority'. Below this, there is a red link that says 'Click text to view policy: Contract Approval and Signatory policy'. Underneath the link is a red text instruction: 'The appropriate authority, in the initiating department, has approved this transaction and scope of work'. At the bottom of the section is a red-bordered input field with the label '*Anticipated Signature Authority Name' and a magnifying glass icon on the right side of the field.

1. *Anticipated Signature Authority Name*: Enter or search, using the magnifying glass icon, for the **name** of the appropriate authority within the initiating department that has approved this transaction and scope of work (See Figure 20). If you searched, enter the name and click GO. Then, use the red arrow next to the name to add it to the form and populate the field.
2. The Signatory Authority can be found [here](#).

Vendor Information

Using an Existing Vendor/Contractor

The following will walk you through the process of selecting an existing vendor/contractor from the system. If you need to enter a new vendor/contractor, refer to the section on *Using a New Vendor/Contractor*.

1. *Vendor/Contractor Entry*: For this example, we will select **Existing Vendor/Contractor** (See Figure 21).
2. *Vendor/Contractor Name*: Click the **magnifying glass** to search for existing vendor/contractors within the system.

Vendor Information

Vendor/Contractor Entry Existing Vendor/Contractor New Vendor/Contractor

*Vendor/Contractor Name PeopleSoft Vendor ID

Vendor/Contractor DBA

- The *Look Up Vendor/Contractor* window appears. Type the **vendor/contractor name** in the search field (See Figure 21b).
- Click **Go**.
- The system will display your search results under *Vendors/Contractors*. Click the **red arrow** to add the *vendor/contractor* to your contract request.
- The window will close and you will be returned to the contract request form.

Search again:

String Context

Search in the **Vendor/Contractor** table and its subtables:

Vendor/Contractor Name All text fields

All linked fields

Vendors/Contractors

Status: 1 record(s) found, 1 page(s) [Click for details...](#)

Edit	Vendor/Contractor Name	PeopleSoft Vendor ID	Vendor/Contractor Roles	Telephone	Main Location
<input checked="" type="checkbox"/>	Red Hat Software		Manufacturer		

- Selecting an existing vendor/contractor from the system will populate the additional fields displayed in the screenshot below.

*Vendor/Contractor Name	Red Hat Software 	PeopleSoft Vendor ID	0002544
Vendor/Contractor DBA			
Location Name	Red Hat Software Corporate Headquarters ▾	Primary Location ID	24
Street Address	100 East Davie Street	Street Address 2	
City	Raleigh	State / Province	NC
Country	USA		
Zip or Postal Code	27601		

8. *Vendor/Contractor Main Contact*: Choose the **contact's name** from the drop-down menu.
 - a. Additional information for the *Vendor/Contractor Main Contact* will auto populate (See Figure 23).

Vendor/Contractor Phone	201-555-1212		
Vendor/Contractor Contact	<input checked="" type="radio"/> Existing Contact <input type="radio"/> New Contact		
Vendor/Contractor Main Contact	Rosie Federer ▾ 	Vendor/Contractor Main Contact Email	Rosief@void.com 

Using a New Vendor/Contractor

The following will walk you through the process of entering information for a new vendor/contractor. If you are using an existing vendor/contractor, refer to the section on *Using an Existing Vendor/Contractor*.

Note: Be sure to confirm that the vendor/contractor does not already exist with a different spelling.

1. *Vendor/Contractor Entry*: For this example, we will select **New Vendor/Contractor**.
2. New fields will appear for you to enter the *vendor's/contractor's* information. Complete **all required fields**.

3. Click Create Vendor/Contractor

Vendor Information

Vendor/Contractor Entry Existing Vendor/Contractor New Vendor/Contractor **1**

Security and Immigration Compliance Affidavit (E-Verify Affidavit) - In order to receive a purchase order or payment from KSU, suppliers must complete a Supplier Authorization Form and submit their E-Verify form or approved state driver's license if providing services. The forms should be returned to the address below. To obtain these forms, please reach out to your University contact, purchasing@kennesaw.edu or compliance@kennesaw.edu.

2

*Vendor Name	ABC Company	PeopleSoft Vendor ID	54321
New Vendor/Contractor DBA			
*Primary Role	Vendor		
*Street Address	123 Test St	Street Address 2	
*City	Kennesaw	*Country	USA
*State	GA		
*Zip or Postal Code	30144		
Vendor/Contractor Contact	<input checked="" type="radio"/> New Contact		
*First Name	Hector	*Last Name	Vector
*Email	HV@test.com	Phone	Ext.

Be sure to click this button, after confirming that this vendor/contractor does not already exist with a different spelling. Otherwise, the contract will not be linked to a contract party.

Create Vendor/Contractor **3**

E-Verify

Each calendar year, the university is required to file a report with the State to show our compliance with the Official Code of Georgia Annotated 13-10-91. This law requires that suppliers participate in eVerify unless they are a foreign company or an individual. Failure to collect this data and comply with this regulation may adversely affect the university's standing. Hence, we ask that you assist us with collecting this information from your supplier and enter the data in the KSU Contract Management System so the university can produce timely and accurate E-Verify reporting.

1. Click, Drag and Drop the E-Verify document for the vendor into the Drag & Drop files box or use the "Attach/Manage" hyperlink search for the document and attach it. For more information regarding how to use the "Attach/Manage" hyperlink, see instructions for *Attachments*.
2. Click *Create New Vendor Document* to add the document to the Vendor record.
3. Once the E-Verify document has been uploaded for a vendor, it will automatically display in the Company Document table for all future contract request. This eliminates the need to upload the E-Verify document each time a contract request is submitted for the vendor.

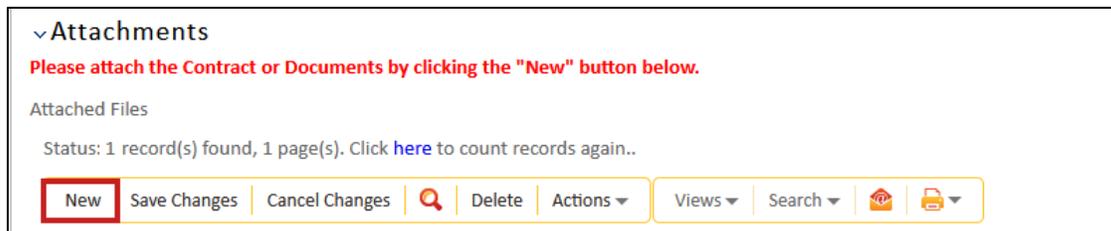
The screenshot shows the E-Verify interface. At the top, there is a section titled "Security and Immigration Compliance Affidavit (E-Verify Affidavit)" with instructions. Below this, there is a "File(s) to Upload" section. A red box labeled "1" highlights the "Attach/Manage" link and the "Drag&Drop files" button. A red box labeled "2" highlights the "Create New Vendor Document" button. Below this, there is a "Vendor E-Verify Documents" section with a status message: "Status: 2 record(s) found, 1 page(s). Click [here](#) to count records again..". There are buttons for "Delete Company Document" and "Views". A red box labeled "3" highlights a table with the following columns: Edit, Type of Document, Company Contact, Date Created, and Upload File. The table contains one row with the following data: E-Verify, Bobby Sellers, 06/29/2020 08:40:37 AM, and [E Verify Doc.docx](#).

Edit	Type of Document	Company Contact	Date Created	Upload File
<input type="checkbox"/>	E-Verify	Bobby Sellers	06/29/2020 08:40:37 AM	E Verify Doc.docx

Attachments

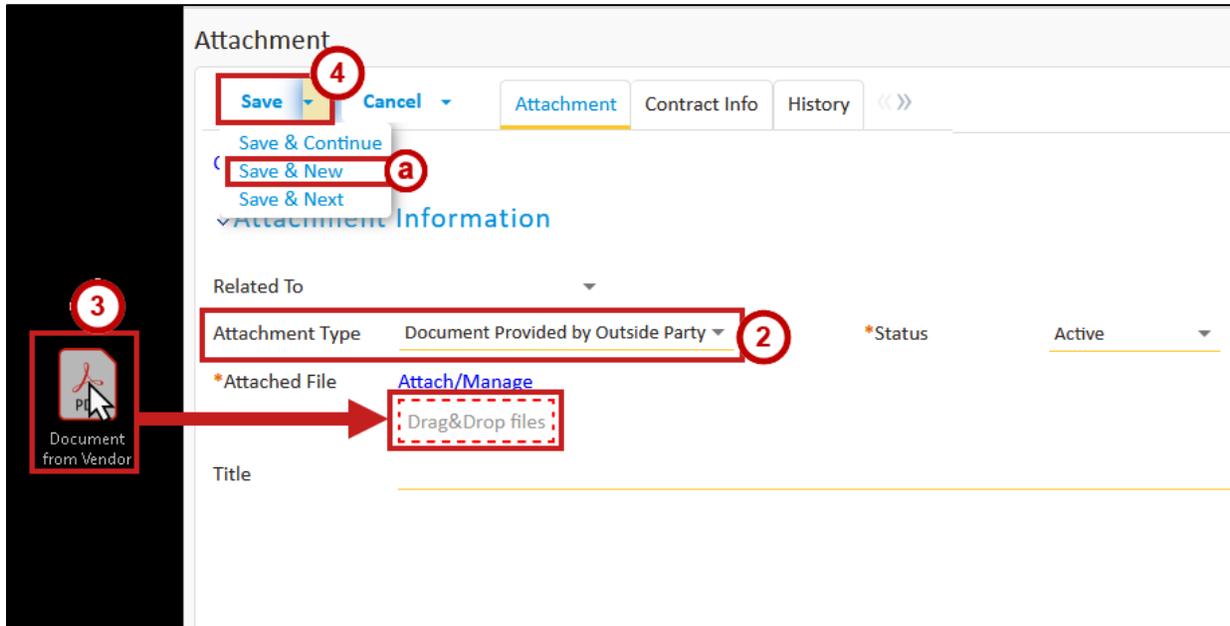
The contract documents necessary for processing will need to be attached to the contract request.

1. The Attachments should include all the relevant documentation required to review the contract
2. If a pdf version of the contract is included in the requisition the buyer should save the pdf and then convert the version to a word document.
3. The buyer should select track changes to document their modifications to the original agreement.
4. The buyer should include the original contract and their modified version of the contract as an attachment.
 - a. The modified version of the contract should be named {date} {contract name} {modified} (3.2 Cisco Service Agreement modified)
 - b. The original version of the contract should be named {date} {contract name} {original} (3.2 Cisco Service Agreement original)
5. Under *Attached Files*, click **New**.



6. The *Attachment* window will open. For *Attachment Type*, click the **drop-down menu** and select the appropriate attachment type. For this example, we will be uploading the document received from the vendor so select **Document Provided by Outside Party** (See Figure 27).
7. Click and drag the **document** you wish to upload on to the *Drag & Drop files* box to upload your document(s).
8. Click **Save** to confirm your upload.

- a. If you have multiple documents to upload, click the **drop-down** and select **Save and New** to upload multiple documents.



9. The uploaded document will be added to your contract request.

Please attach the Contract or Documents by clicking the "New" button below.

Attached Files

Status: 2 record(s) found, 1 page(s). Click [here](#) to count records again..

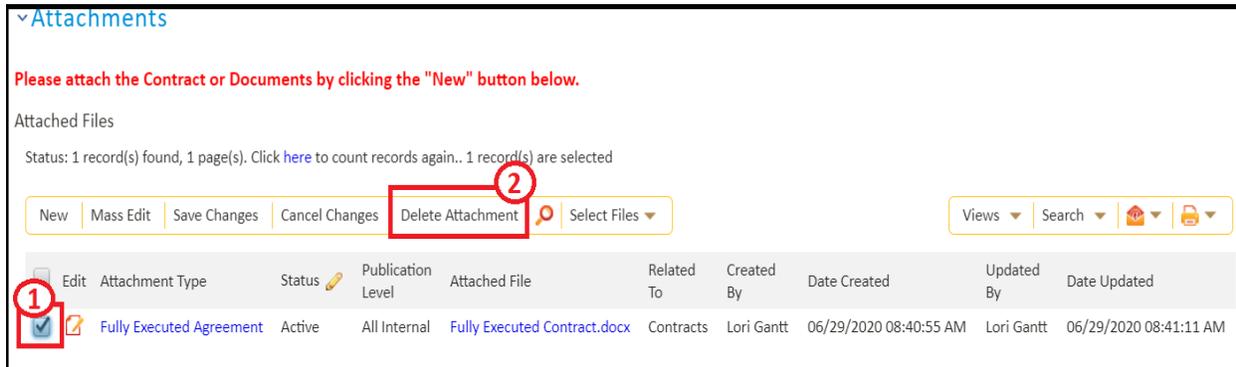
<input type="checkbox"/>	Edit	Attachment Type	Status	Publication Level	Attached File	Related To	Created By	Date Created	Updated By	Date Updated
<input type="checkbox"/>		UITS Approval	Active	All Internal	UITS Approval.docx	Contracts	Lori Gantt	06/24/2020 10:07:51 AM	Lori Gantt	06/24/2020 10:09:22 AM
<input type="checkbox"/>		Document Provided by Outside Party	Active	All Internal	Vendor Contract.docx	Contracts	Lori Gantt	06/24/2020 10:04:12 AM	Lori Gantt	06/24/2020 10:05:00 AM

Deleting Attachments from a Contract Request

To delete a file that has been attached to your contract request:

1. Click the **checkbox** next to the file(s) that you wish to remove (See Figure 29).

2. Click **Delete Attachment** (See Figure 29). You will be prompted to confirm the deletion by selecting “Run the Action”. Once the deletion happens, a confirmation message will display.



The screenshot shows the 'Attachments' section of a system. At the top, there is a red instruction: 'Please attach the Contract or Documents by clicking the "New" button below.' Below this, it says 'Attached Files' and 'Status: 1 record(s) found, 1 page(s). Click [here](#) to count records again.. 1 record(s) are selected'. A toolbar contains buttons for 'New', 'Mass Edit', 'Save Changes', 'Cancel Changes', 'Delete Attachment', and 'Select Files'. The 'Delete Attachment' button is circled with a red '2'. Below the toolbar is a table with columns: Edit, Attachment Type, Status, Publication Level, Attached File, Related To, Created By, Date Created, Updated By, and Date Updated. The first row of the table has a checkbox checked and circled with a red '1', and the 'Attached File' column contains 'Fully Executed Contract.docx'.

Edit	Attachment Type	Status	Publication Level	Attached File	Related To	Created By	Date Created	Updated By	Date Updated
<input checked="" type="checkbox"/>	Fully Executed Agreement	Active	All Internal	Fully Executed Contract.docx	Contracts	Lori Gantt	06/29/2020 08:40:55 AM	Lori Gantt	06/29/2020 08:41:11 AM

3. The selected document(s) will be removed from your contract request.

Approval Notes

1. Click on the Approval Notes tab
2. Enter your approval notes – this includes the modifications you’ve made to the contract, the departments that have approved the requisition, and any additional notes you want to leave for the other approvers.

Submitting the Contract Request

1. Once you have completed the contract request, click **Submit** (See Figure 30).

Note: If any required fields are empty, the system will notify you to complete them before submitting.

Attachments

Please attach the Contract or Documents by clicking the "New" button below.

Attached Files

Status: 2 record(s) found, 1 page(s). Click [here](#) to count records again..

Views Search

<input type="checkbox"/>	Edit	Attachment Type	Status	Publication Level	Attached File	Related To	Created By	Date Created	Updated By	Date Updated
<input type="checkbox"/>		UITS Approval	Active	All Internal	UITS Approval.docx	Contracts	Lori Gantt	06/24/2020 10:07:51 AM	Lori Gantt	06/24/2020 10:09:22 AM
<input type="checkbox"/>		Document Provided by Outside Party	Active	All Internal	Vendor Contract.docx	Contracts	Lori Gantt	06/24/2020 10:04:12 AM	Lori Gantt	06/24/2020 10:05:00 AM

2. A notification will display indicating your contract request has been submitted for review. Click **Close**. You will also receive an email confirming contract request submittal.

Your contract has been created.

Contract # **20-00073**

General Notes

Once a contract has been submitted the Details Page will be updated with a General Notes Section right before the Basic Information Section.

*Internal Contract Owner	Robert Black	Solicitation ID	
Assigned Team	Contract Management Team	Solicitation Type	
Status	Pending Contract Manager Review	*Priority	Low
<p>Cancel Request</p> <p>Contract is Unauthorized</p> <p>Exempt from Review</p>			
General Notes	<p>[Christopher Burns 03/05/2021 04:36:30 PM]</p> <p>Strategic Communications approved 3.4</p> <div style="border: 1px solid #ccc; height: 40px;"></div>		
Send Notification to	<input type="checkbox"/> Assigned Team <input type="checkbox"/> Requester <input type="checkbox"/> Preferred Contact <input type="checkbox"/> Internal Contract Owner		
<p>Entered Notes, Click to Notify Users</p>			
<p>Basic Information</p>			

This section is where the interested parties of the contract can add timestamped notes to the contract. The Buyer will use this section to record updates to the contract such as reminders sent to the contract manager, a department that is pending approval, or the supplier. The General notes will also be one of the primary places where dialogue regarding the contract review will take place.

Notifications can be sent to all interested parties or a specific party with an email containing the general note when the button on the Send Notification Line is clicked. In the below example, a reminder that the “Contract is Pending Review” will be timestamped to the General Notes Page with an email copy sent to the Assigned Team.

General Notes	<p>[Christopher Burns 03/05/2021 04:36:30 PM]</p> <p>Strategic Communications approved 3.4</p> <p>Contract is Pending Review</p> <div style="border: 1px solid #ccc; height: 40px;"></div>		
Send Notification to	<input checked="" type="checkbox"/> Assigned Team <input type="checkbox"/> Requester <input type="checkbox"/> Preferred Contact <input type="checkbox"/> Internal Contract Owner		
<p>Entered Notes, Click to Notify Users</p>			
<p>Basic Information</p>			

To time stamp a reminder that will not go out to anyone, you can leave the Send Notification buttons unchecked.

Contract Status and Tabs

Contract Status



Once you've submitted a contract the contract contains a progress bar showing where its current status in the contract review process.

- Draft – Contract has been entered, but not submitted
- Pending Contract Manager Review – During this phase, the contract has been submitted and the Contract Manager is reviewing the contract to ensure that all the documentation is attached to the contract. During this phase the Contract Manager will determine which teams (i.e.: Legal, UITS, EHS) will be required to review and approve the contract.
- Pending Contract Manager Approval – During this phase, the Contract Manager reviews the approvals and if there are no additional approvals or documentation required, they will approve the contract
- Approved – During this phase the contract is marked as fully approved and an email is generated sending the approved contract to the requestor and the primary contacts.
- Pending Signature – During this phase, the Buyer will obtain a signature from the supplier as well as the proper signatory authority at KSU.
- Signed – During this phase the Contract Manager will review the contract a final time to ensure the proper contract has been signed by both parties. The contract will remain in the Buyer's contract list as signed until the date the contract is set to begin.
- Active – During this phase the contract has begun and is in effect.

Contract Tabs

Attachments

The Attachment tab can be used to view and update attachments to the document. This is one of the locations where the buyer can view any additional attachments that were requested or added during the approval process. The most common attachments will be additional documentation requested by one of the approving departments (i.e.: the Data Confidentiality Agreement requested by UITS). The process for adding attachments is the same as adding attachments when creating the contract.

<input type="checkbox"/>	Edit	Attachment Type	Attached File	Sent to Approvers	To Be Signed	Files for End User Only	Status	Publication Level	Created By	Date Created	Updated By	Date Updated
<input type="checkbox"/>		Document Provided by Approver	3.5.21 Service Agreement unmodified.docx	Yes	Yes	No	Active	All Internal	Christopher Burns	03/05/2021 04:30:35 PM	Christopher Burns	03/05/2021 04:31:02 PM
<input type="checkbox"/>		Document Provided by Approver	3.5.21 Service Agreement unmodified.pdf	Yes	No	No	Active	All Internal	Christopher Burns	03/05/2021 04:29:07 PM	Agiloft Admin	03/05/2021 04:30:31 PM
<input type="checkbox"/>		Document Provided by Approver	Design Approval.pdf	Yes	No	No	Active	All Internal	Christopher Burns	03/05/2021 04:28:05 PM	Agiloft Admin	03/05/2021 04:29:03 PM

Emails

The Emails tab is used to send and view email communications generated and sent through CMS. This includes emails sent to and by interested parties and status emails such as: emails sent upon contract submission, contract approval, and contract added to the repository.

Send Email

Recipient(s) Internal Contacts

Click the magnifying glass to search for internal contacts to cc.

Internal Contact(s) to Email Robert Black

Add email addresses separated by comma or semi-colon to cc people on the outbound email.

Emails to CC

Email Subject Test

Email Text This is a test to send an email through CMS.

Select any files that you want to send with the email. Only active attachments will be available. Confirm the attachment publication level before providing files to outside parties.

Files to Send with Email 3.5.21 Service Agreement unmodified.docx
3.5.21 Service Agreement unmodified.pdf
Design Approval.pdf

Additional Files to Include Attach/Manage

Drag&Drop files

Send Email

Sending Emails

1. Select from the drop down whether you will be sending the email to an internal (KSU) contact or an external contact or both.
2. Use the magnifying glass to search for the contact(s).
3. In the Email Subject enter the subject of your email
4. In the Email Text Enter the text of your email
5. Highlight the documents to be sent with your email
6. Add any additional documents by attaching them.
7. Click Send email.


contractcompliance
 To  Robert Black

 If there are problems with how this message is displayed, click here to view it in a web browser.


Design Approval.pdf
130 KB


3.5.21 Service Agreement unmodified.pdf
212 KB

This email was generated by Robert Black:

This is a test to send an email through CMS.

Contract Title: Propellant Media advertising for the Coles College Master of Business Administration (MBA) & WebMBA Programs

Contract Start Date: 06/01/2021

Contract End Date: 05/31/2022

Contract Description: Coles College Advertising Master of Business Administration (MBA) & WebMBA Programs
 Propellant Media advertising for the Coles College Master of Business Administration (MBA) & WebMBA Programs.
 Advertising to increase enrollment.

Emails sent through the system will be archived in the Email Communication History.

▼ Email Communication History

Status: 2 record(s) found, 1 page(s). Click [here](#) to count records again..

New		New Email	Reply	Reply to all	Forward	Actions	Views	Search	
To	Email CC	Subject	Content	Attachments	Created On	Email Status			
 rblack13@kennesaw.edu		(KSU Contract #21-00971) Propellant Media advertising for the Coles College Master of Business Administration (MBA) & WebMBA Programs Test --ct9z-11111-4738--	<p><i>This email was generated by Robert Black:</i></p> <p>This is a test to send an email through CMS.</p>	Design Approval.pdf ; 3.5.21 Service Agreement unmodified.pdf	03/08/2021 04:10:40 PM	Sent			
 cburns49@kennesaw.edu	jcarter249@kennesaw.edu	(KSU Contract #21-00971) Contract Submission for Propellant Media advertising for the Coles College Master of Business Administration (MBA) & WebMBA Programs Has Been Received --ct9z-11111-4738--	<p>Contract Title: Propellant Media...</p> <p>The Contracts Office has received your contract submission for Propellant Media advertising for the Coles College Master of Business Administration (MBA) & WebMBA Programs (KSU Contract # 21-00971).</p> <p>After an initial review by our office, the...</p>		03/05/2021 04:32:01 PM	Sent			

You can reply within the system, by clicking on reply, or reply to the email that was sent to you and it will be added to the archive.

▼ Email Communication History

Status: 3 record(s) found, 1 page(s). Click [here](#) to count records again..

New ▼ New Email Reply Reply to all Forward Actions ▼

Views ▼ Search ▼  ▼

<input type="checkbox"/>	To	Email CC	Subject	Content	Attachments	Created On	Email Status
<input type="checkbox"/>	contractcompliance <contractcompliance@kennesaw.edu>		RE: (KSU Contract #21-00971) Propellant Media advertising for the Coles College Master of Business Administration (MBA) & WebMBA Programs Test --ct9z-11111-4738--	Jennifer, this is a test for a contract management guide for buyer's I'm working on.		03/08/2021 04:21:05 PM	Sent

Approvals

The Approvals tab is where all the assigned approvers will approve the contract and enter any notes related to their approvals.

Initial Approval

The buyer should enter their initial approval notes prior to submitting the contract. The approval notes should include any modifications that the buyer made to the standard contract language, the approvals contained in the requisition, such as Strat Comm (or Design Approval) or UITS approval, the name of the approver and the date approved.

Contract

Save Cancel Details Status Attachments Emails Approvals Renewals/Amendments/Addenda History <<>>

~ Approvals

Approval Workflow

Create Ad Hoc Approvals

~ Approvals Needed

Status: No records.

New Resend for Approval Delete Views Search

Number of Approvals Needed Number of Approvals Completed

~ All Notes by Approvers

Approval Notes

Once the contract is in the approval stage, the buyer can view which departments were selected to approve the contract, the status of their approval and any notes they included in their approval.

<input type="checkbox"/>	Edit	<input type="button" value="Sending Order"/> 1	Approval Title	Approval Team	Approver <input type="button" value="Pencil"/>	Status	Contract Priority
<input type="checkbox"/>	<input type="button" value="Pencil"/>	1	KSU Legal Affairs - iWave - Fundraising Software	Legal Affairs Team	Adel Soussa	Approved with Modifications	Low
<input type="checkbox"/>	<input type="button" value="Pencil"/>	2	Buyer Team - iWave - Fundraising Software	Buyer Team	Robert Black	Approved	Low

Number of Approvals Needed 2 Number of Approvals Completed 2

~ All Notes by Approvers

Approval Notes

[Robert Black 02/08/2021 09:29:47 AM]

Changed payment terms - late payment penalty removed
 Removed Indemnification
 Removed auto renewal
 Choice of Law and Jurisdiction to Georgia
 Modified Amendment Language
 Modified Dispute Respolution

[Adel Soussa 02/25/2021 02:30:02 PM]

- Contract #19-2922 contains the 2019 order form and the terms and conditions that the parties agreed to. The 2019 contract is now uploaded to this request.

- Last year, there was an approved 2020 renewal order form with modifications, which was supposed to replace an earlier version that was fully executed without approval. The approved 2020 ord executed, by the vendor, but not by KSU. It is now uploaded to this request.

- The 2021 order form is approved as to legal form with the included marked up modifications. Our version references the terms and conditions that the parties signed in 2019. There is no need to

The buyer can determine the date of the approval by changing the view from Contract Approvals View to Sequential Approvals in Contract. This will show a timestamp of when each approver approved the contract.

~ Approvals Needed

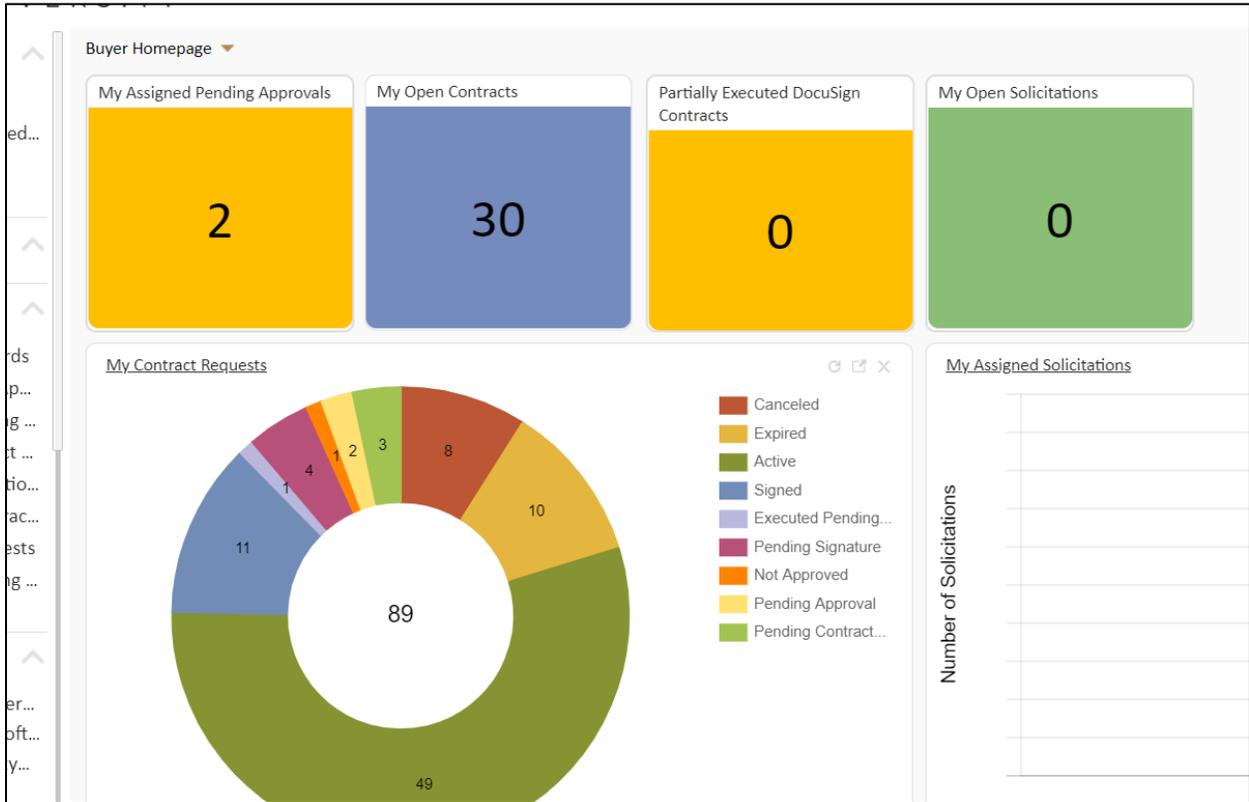
Status: 2 record(s) found, 1 page(s). Click [here](#) to count records again..

<input type="checkbox"/>	Edit	ID ↑2	Sending Order ↑1	Approval Title	Status	Approval Team	Approver	Approved/Rejected By	Date Approved/Rejected
<input type="checkbox"/>		2076	1	KSU Legal Affairs - IWave - Fundraising Software	Approved with Modifications	Legal Affairs Team	Adel Soussa	Adel Soussa	02/25/2021 02:30:01 PM
<input type="checkbox"/>		2077	2	Buyer Team - IWave - Fundraising Software	Approved	Buyer Team	Robert Black	Robert Black	02/26/2021 01:43:14 PM

Approving Contracts

Buyer's will need to approve the contracts they've entered again once all the other departments have approved the contract. This will finalize the approval of the contract with any modifications made by the other departments. The Buyer should review the contract and if the modifications are acceptable send the modified contract to the Point of Contact within the department to make sure the modifications are in line with their expectations for the contract.

To Approve a contract, start at the home page and select My Assigned Pending Approvals.



This will open up a new screen with all the contracts that are pending a buyer’s approval.

ID	Approval Title	Status	Approval Team	Approver	Contract Title	Contract Start Date	Contract Priority
2253	Buyer Team - ZRG Proposal Kennesaw State University OIE Title IX	Pending Approval	Buyer Team		ZRG Proposal Kennesaw State University OIE Title IX	03/10/2021	High
2225	Buyer Team - Slutty Vegan Food Truck	Pending Approval	Buyer Team		Slutty Vegan Food Truck	03/31/2021	Low

You will need to select your contract and a new window will open showing the contract’s details and who is the internal owner of the contract that has been assigned to approve the contract for the buyer team.

Approval: Buyer Team - ZRG Proposal Kennesaw State University OIE Title IX

Save Cancel **Details** Related Approvals Emails History <<>>

Collapse All

Status Pending Approval Due Date 03/10/2021

Approval Title Buyer Team - ZRG Proposal Kennesaw State University OIE Title IX

~ Approval Details

Related To Contracts

Approver Approval Team Buyer Team

*Sending Order 1

~ Contract Details

Contract Number 21-00970

Contract Title ZRG Proposal Kennesaw State University OIE Title IX

Vendor/Contractor Name ZRG Partners, LLC Contract Owner Tyrone McKitty

Contract Priority High

Contract Description Search firm contract to recruit new Title IX Director

Contract Start Date 03/10/2021 Contract Amount \$45,000.00

Contract Related to a Solicitation No

Below the contract details the approval page contains the attachments, a box to add approval notes and the running approval notes entered by the other departments

Status: 2 record(s) found, 1 page(s). Click [here](#) to count records again..

Edit	Attachment Type	Attached File	Publication Level	Status	Created By	Date Created	Updated By	Date Updated
	Document Provided by Approver	LA Edits 3.8.2021 modified ZRG PROPOSAL_Kennesaw_State_University_OIE_TITLE IX.docx	All Internal	Active	Adel Soussa	03/08/2021 03:14:43 PM	Adel Soussa	03/08/2021 03:14:43 PM
	Document Provided by Approver	ZRG PROPOSAL_Kennesaw_State_University_OIE_TITLE IX.pdf	All Internal	Active	Karen McDonnell	03/05/2021 04:16:58 PM	Agiloft Admin	03/05/2021 04:17:44 PM

Approver Updated File(s) [Attach/Manage](#) Add File

Be sure to add Approval Notes before uploading a file.

Drag&Drop files

~ Approval Notes

Approval Notes

~ Approval Running Notes

All Contract Approval Notes [Adel Soussa 03/08/2021 03:14:42 PM]

The agreement is approved as to legal form with the included marked up modifications. Please note the modifications in the terms and conditions, the Search Authorization, and payment.

https://legal.kennesaw.edu/docs/letter_to_ksu_contractors_and_vendors.pdf

Finally, there will be boxes where the buyer can:

1. Approve the contract
2. Not Approve the Contract
3. Approve with further modifications
4. State that their Approval is not required
5. Request information.

If the modifications are acceptable to the buyer and the point of contact for the department the buyer should approve the contract.

~ Approval Running Notes

All Contract Approval Notes [Adel Soussa 03/08/2021 03:14:42 PM]

The agreement is approved as to legal form with the included marked up modifications. Please note the modifications in the terms and conditions, the Search Authorization, and payment.

https://legal.kennesaw.edu/docs/letter_to_ksu_contractors_and_vendors.pdf

[LA Edits 3.8.2021 modified ZRG PROPOSAL_Kennesaw_State_University_OIE_TITLE IX.docx]

[Sandra Cagliani 03/08/2021 04:34:59 PM]

Approved with the modifications added in Legal Affairs edits.

~

Approve Approve with Modifications

Not Approved Approval Not Required

Request More Information

Signature

The buyer will have the chance to sign the document through DocuSign in Agiloft or outside of Agiloft.

DocuSign in Agiloft

If the contract has been modified you will want to download a copy of the contract and accept all changes made to the document to create a clean version of the contract. You will then need to attach the contract to the attachments section of the contract. Once you

have attached the contract. you will need to click on the boxes on the To be Signed and Files for End Users Only. The To Be Signed should be marked Yes and Files for End User Only Should be marked No.

<input type="checkbox"/> Edit	Attachment Type	Attached File	Sent to Approvers	To Be Signed	Files for End User Only	Status	Publication Level	Created By	Date Created	Updated By	Date Updated
<input type="checkbox"/>	Draft Contract for Solicitation	Madanoglu Frandata Contract - RDC Funds.pdf	Yes	Yes	No <small>Next Save Cancel</small>	All Internal		Leigh Oder	03/01/2021 09:07:32 AM	Jennifer Hallock	03/04/2021 09:26:21 AM

Click save after you have made your changes.

Once a clean copy has been uploaded go to the Signature Tab.

On Step 1 you will want to click Refresh Files so that the Files to Sign item populates with the contract you want to send through Agiloft.

Step 1: Signature Files	
Files to Sign	Madanoglu Frandata Contract - RDC Funds.pdf Refresh Files
Approved Contract to Send	Madanoglu Frandata Contract - RDC Funds.pdf

When you have the file(s) you want to send populated in Step 1 proceed to Step 2.

In Step 2 click on Use DocuSign in Agiloft

Step 2: Determine Signature Process

- Use DocuSign in Agiloft
- Requesting Department to Sign outside of the Contract Management system

This will unlock Step 3 where you can add your signors

To add an external signor click on External Signer

Signer Type External Signer Internal Signer

Send Order

New Counterparty Signer Full Name  New Counterparty Signer Email 

New Counterparty Signer Title

External Signer Role

Add Signer

External Signers

Status: No records.

[New](#) | [Save Changes](#) | [Cancel Changes](#) |  [Unlink](#) | [Views](#) | [Search](#) | 

Then search the New Counterparty Signer Full Name for the person you will send the contract to for signature

Search again: **Go** [Advanced Search](#)

String Context

Search in the **Person** table and its subtables:

Full Name All text fields

All linked fields

Cancel **Clear Field and Close**

People

People

Status: 1 record(s) found, 1 page(s) [Click for details...](#)

ID ↓	Full Name	Company	Primary Team	Department	Department Number
 7705	Edith Wiseman	Franchise Information Services, Inc.	Customer Team		

Then click the red arrow to add them as a signor. Once their name is populated you will be back on the signature tab and can click Add Signer to add them to the list of people who will be signing the contract.

Step 3: Add DocuSign Signers

Signer Type External Signer Internal Signer

Send Order 1

New Counterparty Signer Full Name

New Counterparty Signer Email

New Counterparty Signer Title

External Signer Role

Add Signer

External Signers

Status: No records.

[New](#) | [Save Changes](#) | [Cancel Changes](#) | [Unlink](#) | [Views](#) | [Search](#) |

Their name will be added as an External Signer

Step 3: Add DocuSign Signers

Signer Type External Signer Internal Signer

Send Order 2

New Counterparty Signer Full Name

New Counterparty Signer Email

New Counterparty Signer Title

External Signer Role

Add Signer

External Signers

Status: 1 record(s) found, 1 page(s). Click [here](#) to count records again..

[New](#) | [Save Changes](#) | [Cancel Changes](#) | [Unlink](#) | [Views](#) | [Search](#) |

<input type="checkbox"/>	Send Order	Role Name	Full Name	Title	Email
<input type="checkbox"/>	1	Customer1	Edith Wiseman		ewiseman@frandata.com

Use the same process to add additional external signers or internal signers and set the send order. You will need to assign them a role in order to add the signor.

Step 3: Add DocuSign Signers

Signer Type	<input type="radio"/> External Signer <input checked="" type="radio"/> Internal Signer	Send Order	<u>2</u>
Internal Signer	Robert Black	Internal Signer Email	rblack13@kennesaw.edu
Internal Signer Title			
Internal Signer Role	<u>InternalSigner1</u> ▼		

Add Signer

External Signers

Status: 1 record(s) found, 1 page(s). Click [here](#) to count records again..

[New](#) | [Save Changes](#) | [Cancel Changes](#) | [Unlink](#) | [Views](#) ▼ | [Search](#) ▼ | ▼

<input type="checkbox"/>	Send Order ↑	Role Name	Full Name	Title	Email
<input type="checkbox"/>	1	Customer1	Edith Wiseman		ewiseman@frandata.com

External Signers

Status: 1 record(s) found, 1 page(s). Click [here](#) to count records again..

New | Save Changes | Cancel Changes |  | Unlink | Views ▾ | Search ▾ |  ▾

<input type="checkbox"/>	Send Order ↑	Role Name	Full Name	Title	Email
<input type="checkbox"/>	1	Customer1	Edith Wiseman		ewiseman@frandata.com

Internal Signers

Status: 1 record(s) found, 1 page(s). Click [here](#) to count records again..

New | Save Changes | Cancel Changes |  | Unlink | Views ▾ | Search ▾ |  ▾

<input type="checkbox"/>	Send Order ↑	Role Name	Full Name	Title	Email
<input type="checkbox"/>	2	InternalSigner1	Robert Black		rblack13@kennesaw.edu

Next proceed to Step 4: Docusign Envelopes and select Yes and then Click on Create External Docusign Envelope.

Step 4: DocuSign Envelopes

Are separate envelopes needed for internal and external signers? Yes No

[Create External DocuSign Envelope](#)

DocuSign Envelopes

Status: No records.

This will open a new window where you can view your envelope and add additional signers. Click on the New button to add signors. Click Create and Preview to log into DocuSign and add the signatures, create a message and send the document for signature. Once the document has been signed it will be added to the contract as a Fully Executed Document Pending Approval.

DocuSign Envelope: Robert Black

Save Status

Envelope Status Draft

Linked Record [contract/4679](#) Sender [Robert Black](#)

*Subject [FRANdata](#)

Attached Documents [Attach/Manage](#)

1. [Madanoglu Frandata Contract - RDC Funds.pdf](#)

Recipients Status: 1 record(s) found, 1 page(s). [Click here](#) to count records again..

<input type="checkbox"/>	Edit	ID ↓	Send Order	Status	Full Name	Email	Title	Role Name	Message	Envelope
<input type="checkbox"/>			1	Draft	Edith Wiseman	ewiseman@frandata.com		Customer1		

If you are having the document signed outside of DocuSign in CMS or if the Attachments do not properly update you may need to manually upload the fully executed agreement. To attach the signed contract, you can drag and drop or search for the contract. Once you've uploaded the contract click on Upload Signed Contract and the contract will be added to the attachments as a Fully Executed Agreement



Once the signed agreement is uploaded, the contract status will update to Executed Pending Final Approval. This is the period when the Contract Manager will review the contract to make sure that it matches the fully approved contract.

				21-01123	Darren Brand - Comedy Performance	Darren Brand	\$5,155.00	03/23/2021 11:58:00 AM	03/24/2021	03/24/2021	Executed Pending Final Approval
				22-00037	Refinitiv IBES Data	Refinitiv US, LLC	\$24,384.00	03/23/2021 08:56:09 AM	07/01/2021	06/30/2022	Pending Approval

Once the contract has been approved by the Contract Manager the Contract will switch status to Signed or Active. Signed contracts are contracts that have been fully approved but have not yet begun their active periods. These contracts will show up on your Open Contract list until they officially begin. Active contracts are contracts that have begun. These contracts will not show up in your active contract list.