

PROCURUREMENT BASICS
OFFICE OF CENTRAL
PROCURUREMENT

Agenda

- Office of Central Procurement
- The Office of Central Procurement - Department Overview
- Policy Hierarchy – The authority behind the process
- How Does Procurement Work?
- Types of Bids
- Exempt Purchases
- Best Practices
- Case Studies – Application of “real world” examples
- QUIZ

Office of Central Procurement

Chief Procurement Officer (CPO):

Assoc. Director of Procurement: (Lab, Supplies, Services, Benefits)

Asst. Director – CHS Procurement (Medical, Clinical)

P-card Administrator:

Senior Buyer: (Ag, Hvy. Equip, Vet Med, OK Corral Admin)

Senior Buyer: (Construction, Facilities, Furniture, Title 61)

Buyer: (Athletics, Culinary, Custodial, Fleet, Hotel, Grounds)

Buyer: (Audio Visual, IT, Software, Computers)

Sr. Accounting Specialist – P-card

Sr. Administrative Support Specialist:

Procurement Assistant:

Administrative Support Specialist II – P-card:

Scott Schlotthauer, C.P.M., CPO

Joe Teel, CPO

Brandi Brown, CPO

Carla James, CFE

Matt Wessel, CPO

Don Watts, CPO

Marlene Tornakian, CPO

Tara Alexander, CPO

Becky Hergenreder

Carey Dale

Cheryl Gokey

Jessica Hergenreder

OCP Phone: 405.744.5984

Email: purchase@okstate.edu

Procurement Basics Training

Office of Central Procurement





▶ **Scott Schlotthauer, C.P.M., CPO**

▶ **Policy 2.07 - Uniform and Integrated Purchasing and Contracting**

- ▶ The Chief Procurement Officer (CPO) of Oklahoma State University is designated as the CPO for all entities governed by this Board.
 - ▶ OSU - Stillwater, Tulsa, Oklahoma City, & Okmulgee
 - ▶ Northeastern Oklahoma A&M College
 - ▶ Langston University
 - ▶ Connors State College
 - ▶ Oklahoma Panhandle State University

**OFFICE OF CENTRAL
PROCUREMENT**



RESPONSIBILITIES

- ▶ Facilitate contracting and review with Board legal counsel
- ▶ Advise departments and units on Board policy, procedures, state statutes, and university policies
- ▶ Maintain compliance
- ▶ Obtain bids and quotes as needed
- ▶ Review and process requisitions
- ▶ Issue purchase orders
- ▶ Review and sign all expenditure contracts and agreements for the OSU system
- ▶ P-card administration and oversight
- ▶ Supplier contract and price negotiation
- ▶ Liaison with all suppliers
- ▶ Keep OSU and the A&M System in compliance with all laws and policies

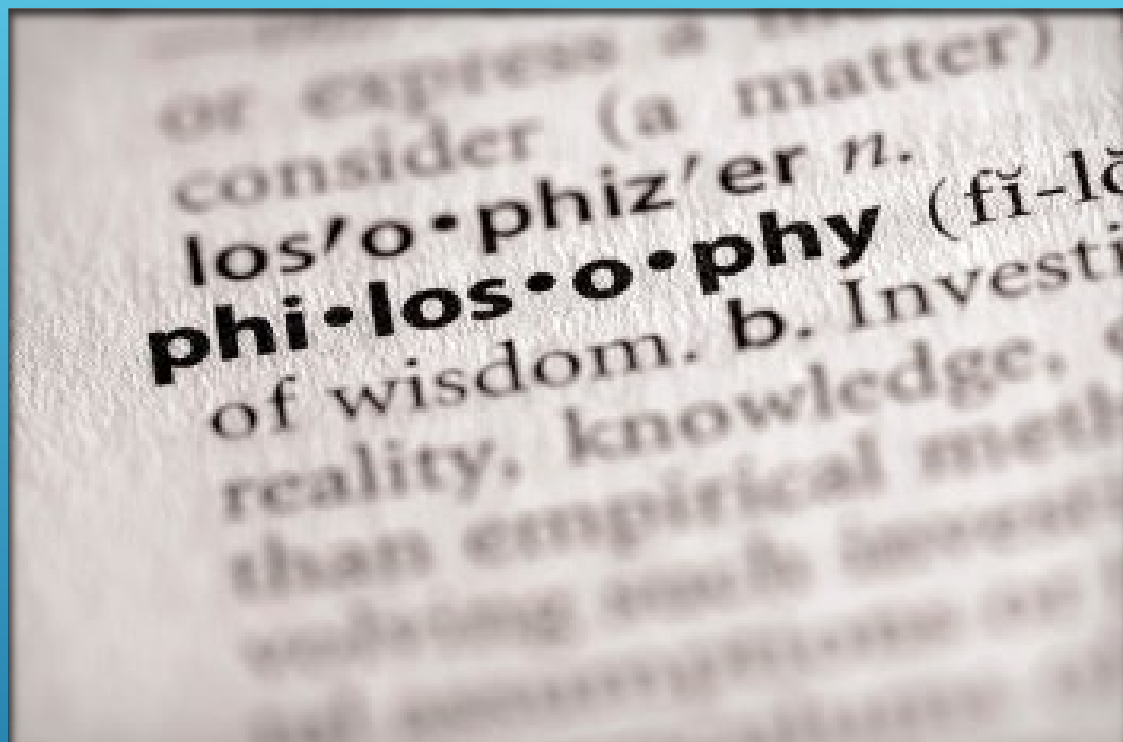
OFFICE OF CENTRAL PROCUREMENT



► Procurement priority hierarchy

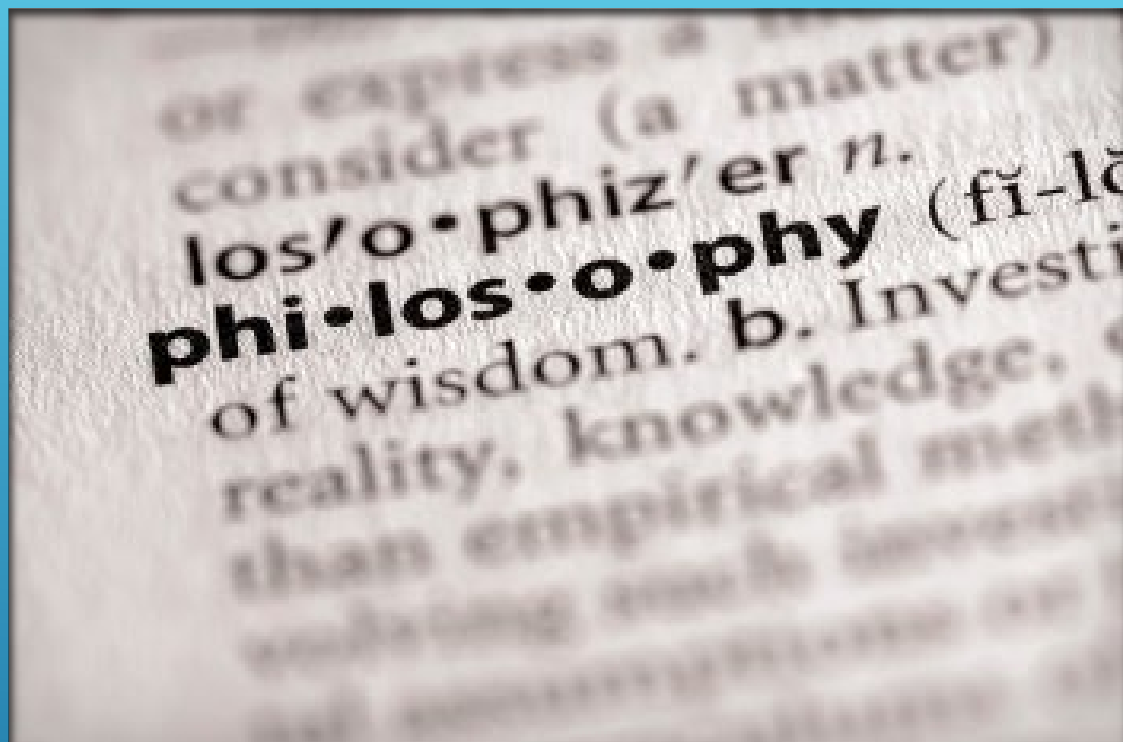
- Compliance
- Add value

Serious consequences if guidance is ignored.



► **PARTNER** with all units, departments, colleges, divisions, and campuses to assist, guide, and direct the procurement process of OSU and the A&M System through open communication, cooperation, and working to establish two-way dialogue early in the procurement process.

OFFICE OF CENTRAL PROCUREMENT



Ways to build a PARTNERSHIP

- ▶ Get to know a Buyer in Procurement that works with your commodities
- ▶ If not sure, ask questions before starting a requisition or bid request.
- ▶ Seek out advise on best plan for the project or purchase
- ▶ Partner with a Buyer in Procurement to develop and complete all needed requirements or specifications PRIOR to submitting a requisition.

OFFICE OF CENTRAL PROCUREMENT



- ▶ To facilitate the procurement of goods and services for the OSU System and the A&M Colleges on a timely and “**best value**” basis or “**lowest and best**” basis; and provides administrative direction within established standards.

Board Policy 2.07.(8).C.ii

“Acquisitions or contracts shall be awarded to either the lowest and best or best value bid in the absolute discretion of the CPO”

OFFICE OF CENTRAL PROCUREMENT

► **Best Value:**

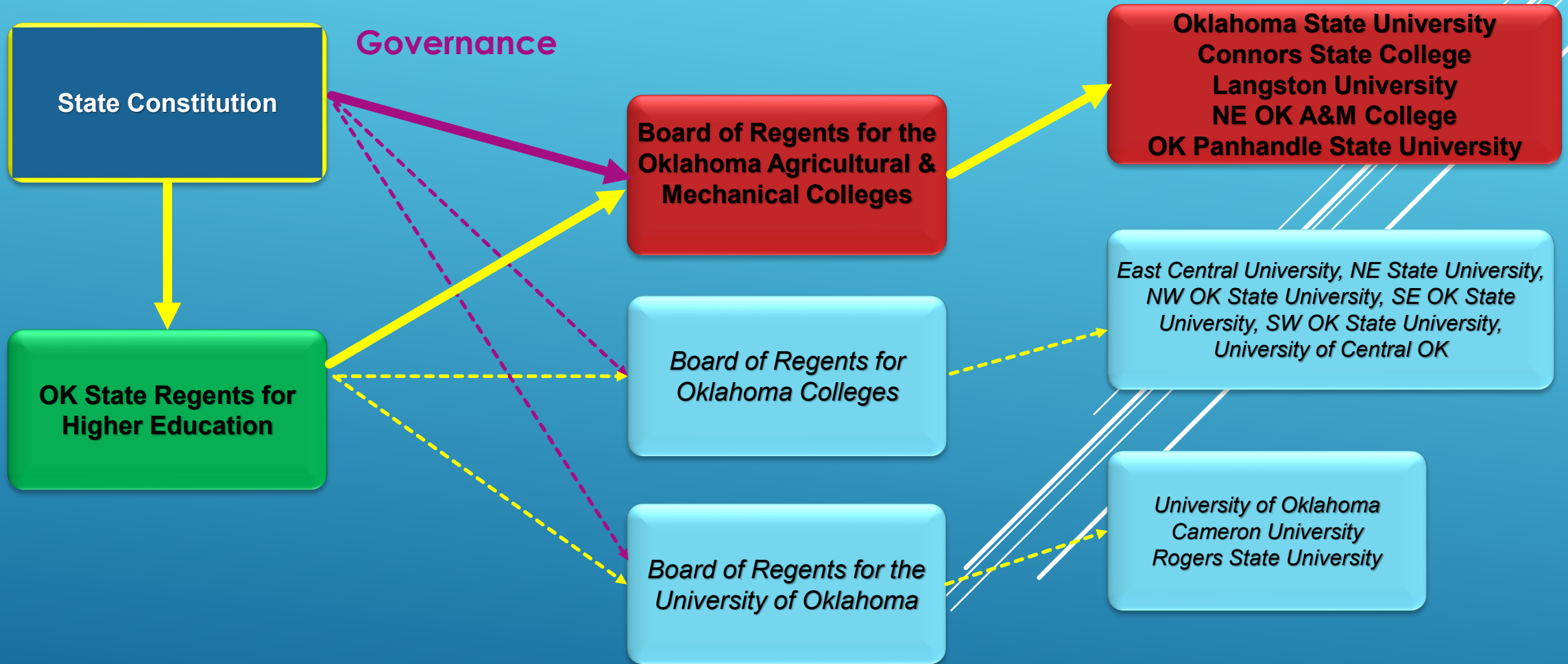
means tradeoff price between price and performance that provides the greatest overall value benefit under the specified selection criteria. (Lowest price doesn't mean it is the best value).

► **Lowest and Best:**

Means an acquisition based on criteria which include, but not limited to the following: The lowest total purchase price, the quality and reliability of the product, and the consistency of the proposed acquisition with the OSU/A&M Board of Regents planning documents and announced strategic program direction.

OFFICE OF CENTRAL PROCUREMENT

Constitutional Authority



The Board of Regents for the Oklahoma Agricultural and Mechanical Colleges was created on July 11, 1944, by Section 31a, Article 6, of the Oklahoma Constitution. The Board, also referred to as the OSU and A&M Board, consists of nine members.

OKLAHOMA STATE CONSTITUTION



▶ Policy Guidance Hierarchy

- ▶ **State Constitution** – Board has the authority of governance for all institutions
- ▶ **Board of Regents for the Oklahoma A&M System – Policies Set Forth – Policy 2.07**
 - ▶ All campuses and schools are regulated by policy
 - ▶ Ability to make exceptions by Board policy
 - ▶ Link to BOR Policy:
<http://regents.okstate.edu/node/102>

CONSTITUTIONAL AUTHORITY

OKLAHOMA
STATE
CONSTITUTION



- **State Statues** – Oklahoma Laws
 - **Title 74**, the Oklahoma Central Purchasing Act (*All Agencies - Competitive Bid*)
 - **Title 62**, Oklahoma Public Finance
 - **Title 61**, Construction (not covered in this training)

**CONSTITUTIONAL
AUTHORITY**

OKLAHOMA STATE CONSTITUTION



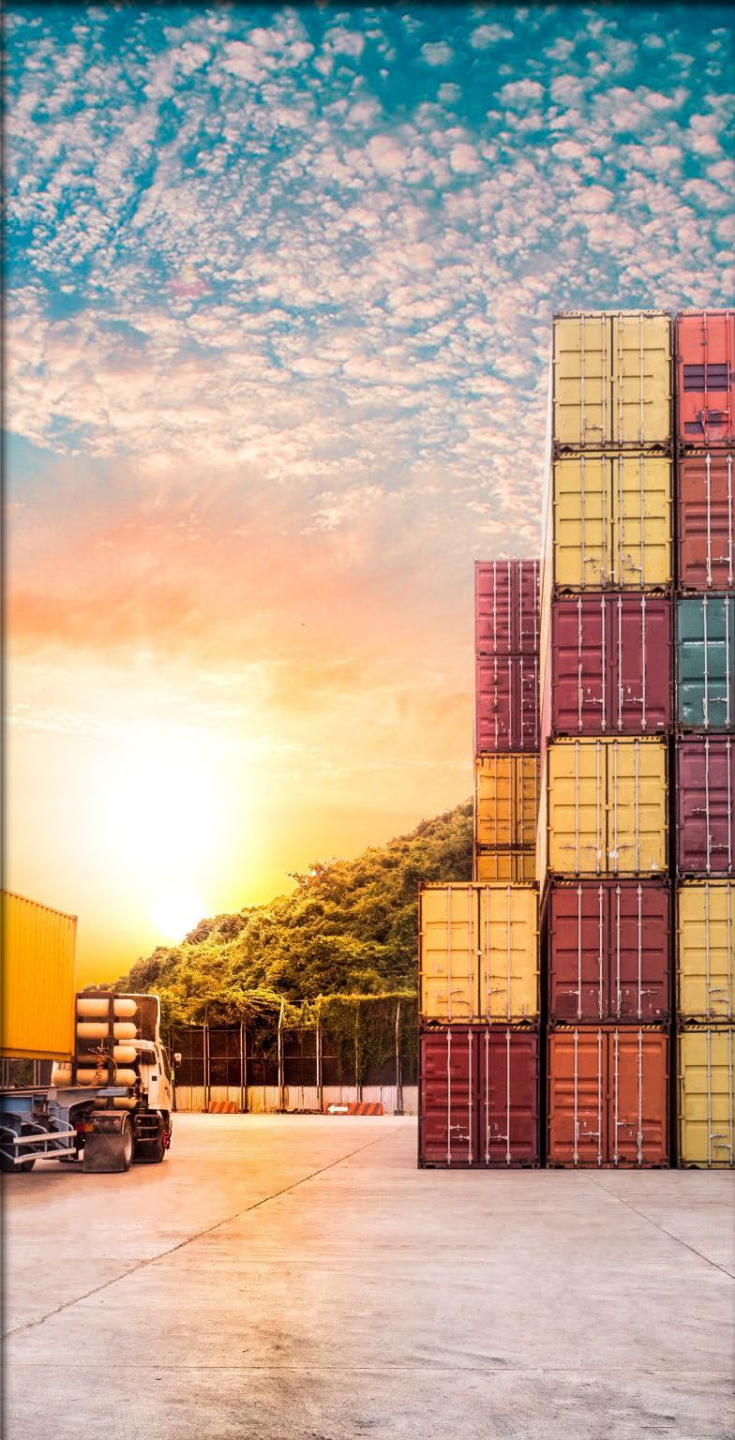
- **Federal Regulations**
 - **CFR rules** – when federal funds are being utilized
- **University Policy & Guidelines**
 - Policies Set Forth by each University or Campus
 - Policies to further enhance or define Board policy – implementation
- **Campus, College, Division, or Departmental Policies**

CONSTITUTIONAL AUTHORITY

- ▶ **Acquisition** - Items, products, materials, supplies, services, and equipment a state agency acquires by purchase, lease purchase, lease with option to purchase, or rental pursuant to the Oklahoma Central Purchasing Act.
- ▶ **Bid** - An offer in the form of a bid, proposal, or quote a bidder submits in response to a solicitation.
- ▶ **Bidder** - An individual or business entity that submits a bid in response to a solicitation.
- ▶ **Solicitation** - A request or invitation by the Chief Procurement Officer of a state agency for a supplier to submit a priced offer to sell acquisitions. A solicitation may be an invitation to bid, request for proposal, or a request for quotation.
- ▶ **Supplier or Vendor** - An individual or business entity that sells or desires to sell acquisitions to the System.

GENERAL TERMS OF PROCUREMENT





FOB DESTINATION
(Free On Board)
The company shipping the freight is responsible for and is considered the owner of the freight until it is delivered to the destination and signed for by the purchaser or agent (Department, Unit, or Central Receiving).
FOB Shipping Point is not preferred
(places the University at risk)



SPLIT PURCHASE
The intentional breaking down of a known requirement to stay within the purchase limit to avoid sending the acquisition through the appropriate approval process or workflow (i.e. \$5,000 / \$50,000).
Misdemeanor in the state of OK.



NET 30-DAYS
OSU/A&M payment terms are Net 30 after receipt of goods or services and invoice.
(74 O.S. §85.44(B)).



NO PRE-PAYMENTS
cannot pay for goods or services in advance



Payment can only be made after receipt of goods/services

OTHER DEFINITIONS



▶ PO required before work begins

- ▶ As it pertains to the A&M system, the purchase order is the official notice for the supplier to proceed.
- ▶ The PO is evidence that the proper approval process has occurred, and that funding is in place to pay for the goods or services.
- ▶ Any invoice or claim dated prior to the PO date is a violation of encumbrance law and will require approval by the Chief Administrative Officer (CAO) for the institution to pay any invoices.
- ▶ Reference: **62 O.S. §34.62**, Encumbrance requirements for payment of state funds.
- ▶ As stated in **74 O.S. § 85.44B**, payment for goods or services pursuant to contract shall be made only after products have been provided or services rendered.
- ▶ OSU Policy **3-0145-4.03** – “A requisition must be issued in advance for any anticipated purchase”.

PROCUREMENT POLICY

Procurement Thresholds

- **Purchase Amount: \$0.00 - \$10,000** (no-bid threshold)
 - Conducted by the Department or Unit
 - Check to see if the item is available by contract in OK Corral (punch-out)
- **Purchase Amount: \$10,000.01 - \$50,000.00**
 - All items must be bid by the Department
 - Identify suppliers and obtain 3 quotes
 - Quotes: Formal Written, Telephone, Email, Website Pricing, Other
 - All quotes must be uploaded to the OK Corral requisition

Procurement Thresholds

- **Obtaining Formal Quotes by the Departments (\$10,000.01-\$50,000.00)**
 - Provide the Supplier with all the details needed to obtain a quote
 - Item description, quantity, etc.
 - Attach detailed specifications (if necessary)
 - Establish desired delivery / install dates
 - Quote due date and time
 - Quotes are returned by suppliers
 - Award to the LOWEST bidder that meets specifications
 - Start a requisition in OK Corral using the awarded supplier
 - Attach all 3 Quotes and Documentation to OK Corral **Policy 2.07.(13)**

Procurement Thresholds

- **Purchases Amount: (above \$50,000)**
 - Must be submitted as competitive bid by the **Office of Central Procurement (OCP)**
 - Prepare requisition for estimated dollar amount – with all attachments
 - Specs, Vendor List with email and contact info (min 3), Grant documents, etc.
 - Use Supplier – “Subject to Bid” – Submitted as a competitive bid by OCP
 - Department will review bids, complete evaluation, make recommendation for award selection (via OK Corral)
 - OCP will make award and generate the Purchase Order
- **Purchase Amount: (above \$100,000) – Sealed Bid**
- **Purchase Amount: (\$100,000 & above) – Prior Board Approval - A&M Colleges**
- **Purchase Amount: (\$250,000 & above) – PRIOR Board for OSU**

Procurement Terms & Conditions

The Terms of an Agreement or Contract are the conditions under which the agreement or contract is executed.

- ▶ OSU and the A&M System has a standard set of Terms and Conditions to which Suppliers must Agree.
- ▶ Sets the applicable state law, liability, and all contract Issues that may arise
- ▶ **Only the CPO of the System can approve additional T&C's for OSU**

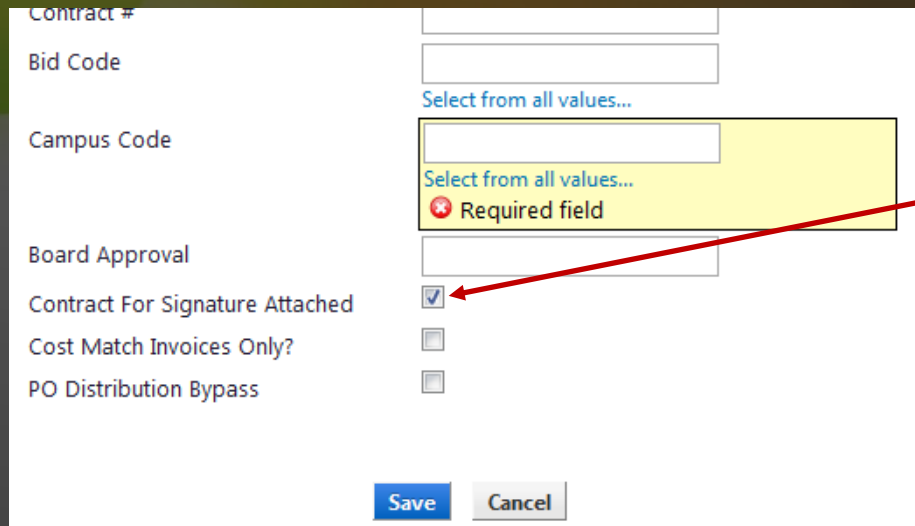
Procurement Terms & Conditions

Only the CPO of the System can approve additional T&C's for OSU

Contracts and Agreements:

All Contracts, Agreements, or Quotes that require signature, check the box.

- “Contract for Signature Attached” & attached the file



The screenshot shows a web form with the following fields and options:

- Contract #
- Bid Code
- Campus Code (with a dropdown menu showing "Select from all values..." and a "Required field" error message)
- Board Approval
- Contract For Signature Attached (highlighted with a red arrow)
- Cost Match Invoices Only?
- PO Distribution Bypass

Buttons: Save, Cancel

Select this option for ALL CONTRACTS and all documents needing to be signed by Procurement, regardless of dollar amount (Leases, Terms & Conditions, Service Agreements, etc.)



- ▶ **Only the CPO of the System can approve additional T&C's for OSU.**

- ▶ **Contracts and Agreements - Procedure:**

- ▶ ADD THIS STATEMENT BELOW THE SIGNATURE LINE

- ▶ “I acknowledge the end user has read and approves the content of this agreement and the goods and/or services being acquired. Additionally, I do not have signature authority and this agreement is not authorized until it is approved and counter-signed by the OSU/A&M Office of Central Procurement.”

- ▶ DEPARTMENT/END USER SIGNS

- ▶ Check the box, “Contract for Signature Attached”

- ▶ ATTACH THE CONTRACT TO INTERNAL NOTES

PROCUREMENT TERMS & CONDITIONS

Review #1

- Asked to make a purchase to TECH LABS for lab supplies
- Member of the Department brought you a quote for \$3,600

TECH LABS

Quote Number: 2018-249685
Account ID: 0002084976

Proposal For: OSU

SALES
Oklahoma City, OK

ITEM PRICING SUMMARY

Item Number	Description	Reference Number	Qty	Net Price	Ext. Price
W3T332699	PACKAGE 1122367 LAB SUPPLIES	M41RGPV004B	1 EA	\$3,600.00	\$3,600.00

Standard Terms

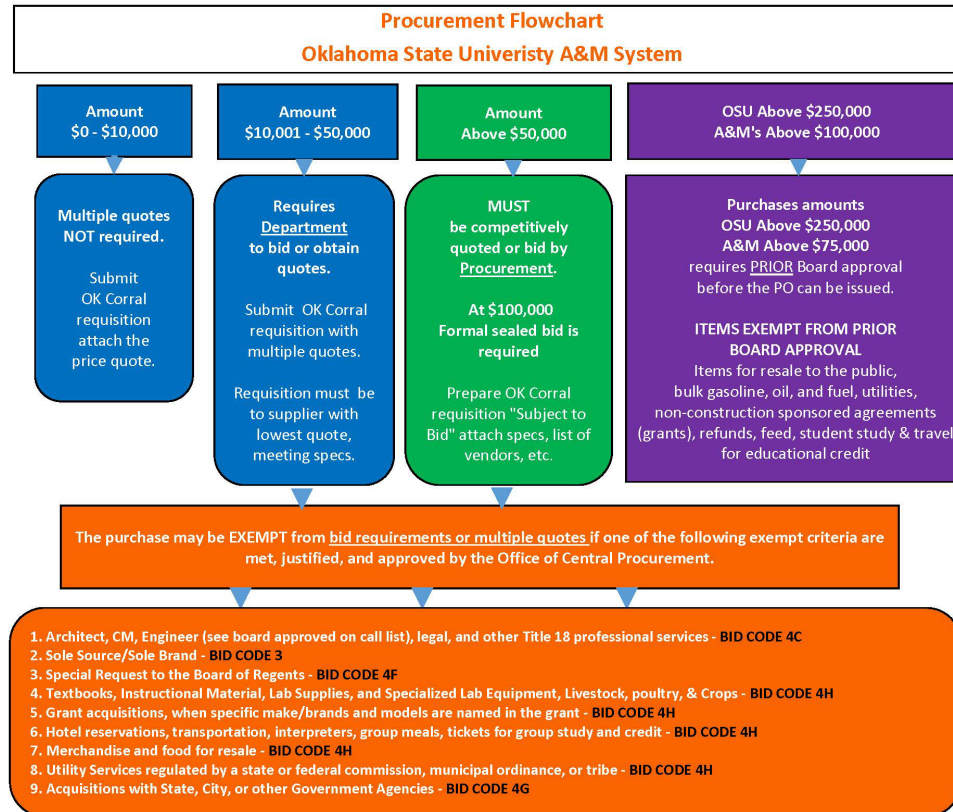
Standard Terms of Sale

- 1. Applicable Terms.** These terms govern the purchase and sale of equipment, products, related services, leased products, and media goods if any (collectively herein "Work"), referred to in Seller's proposal ("Seller's Documentation"). Whether these terms are included in an offer or an acceptance by Seller, such offer or acceptance is expressly conditioned on Buyer's assent to these terms. Seller rejects all additional or different terms in any of Buyer's forms or documents.
- 2. Payment.** Buyer shall pay Seller the full purchase price as set forth in Seller's Documentation. Unless Seller's Documentation specifically provides otherwise, freight, storage, insurance and all taxes, levies, duties, tariffs, permits or license fees, or other governmental charges relating to the Work or any incremental increases thereto shall be paid by Buyer. If Seller is required to pay any such charges, Buyer shall immediately reimburse Seller. If Buyer claims a tax or other exemption or direct payment permit, it shall provide Seller with a valid exemption certificate or permit and indemnify, defend and hold Seller harmless from any taxes, costs and penalties arising out of same. All payments are due within 30 days after receipt of invoice. Buyer shall be charged the lower of 1 1/2% interest per month or the maximum legal rate on all amounts not received by the due date and shall pay all of Seller's reasonable costs (including attorneys' fees) of collecting amounts due but unpaid. All orders are subject to credit approval by Seller. Back charges without Seller's prior written approval shall not be accepted.
- 3. Delivery.** Delivery of the Work shall be in material compliance with the schedule in Seller's Documentation. Unless Seller's Documentation provides otherwise, delivery terms are ExWorks Seller's factory (Incoterms 2010). Title to all Work shall pass upon receipt of payment for the Work under the respective invoice. Unless otherwise agreed to in writing by Seller, shipping dates are approximate only and Seller shall not be liable for any loss or expense (consequential or otherwise) incurred by Buyer or Buyer's customer if Seller fails to meet the specified delivery schedule.
- 4. Ownership of Materials and Licenses.** All devices, designs (including drawings, plans and specifications), estimates, prices, notes, electronic data, software and other documents or information prepared or disclosed by Seller, and all related intellectual property rights, shall remain Seller's property. Seller grants Buyer a non-exclusive, non-transferable license to use any such material solely for Buyer's use of the Work. Buyer shall not disclose any such material to third parties without Seller's prior written consent. Buyer grants Seller a non-exclusive, non-transferable license to use Buyer's name and logo for marketing purposes, including but not limited to, press releases, marketing and promotional materials, and web site content.
- 5. Changes.** Neither party shall implement any changes in the scope of Work described in Seller's Documentation without a mutually agreed upon change order. Any change to the scope of the Work, delivery schedule for the Work, any Force Majeure Event, any law, rule, regulation, order, code, standard or requirement which requires any change hereunder shall entitle Seller to an equitable adjustment in the price and time of performance.
- 6. Force Majeure Event.** Neither Buyer nor Seller shall have any liability for any breach or delay (except for breach of payment obligations) caused by a Force Majeure Event. If a Force Majeure Event exceeds six (6) months in duration, the Seller shall have the right to terminate the Agreement without liability, upon fifteen (15) days written notice to Buyer, and shall be entitled to payment for work performed prior to the date of termination. "Force Majeure Event" shall mean events or circumstances that are beyond the affected party's control and could not reasonably have been easily avoided or overcome by the affected party and are not substantially attributable to the other party. Force Majeure Event may include, but is not limited to, the following circumstances or events: war, act of foreign enemies, terrorism, riot, strike, or lockout of persons other than by Seller or its sub-suppliers, natural catastrophes or (with respect to on-site work), unusual weather conditions.
- 7. Warranty.** Subject to the following sentence, Seller warrants to Buyer that the (i) Work shall materially conform to the description in Seller's Documentation and shall be free from defects in material and workmanship and (ii) the Services shall be performed in a timely and workmanlike manner. Determination of suitability of treated water for any use by Buyer shall be the sole and exclusive responsibility of Buyer. The foregoing warranty shall not apply to any Work that is specified or otherwise demanded by Buyer and is not manufactured or selected by Seller, as to which (i) Seller hereby assigns to Buyer, to the extent assignable, any warranties made to Seller and (ii) Seller shall have no other liability to Buyer under warranty, tort or any other legal theory. The Seller warrants the Work, or any components thereof, through the earlier of (i) eighteen (18) months from delivery of the Work or (ii) twelve (12) months from initial operation of the Work or ninety (90) days from the performance of services (the "Warranty Period"). If Buyer gives Seller prompt written notice of breach of this warranty within the Warranty Period, Seller shall, at its sole option and as Buyer's sole and exclusive remedy, repair or replace the subject parts, re-perform the Service or refund the purchase price. Unless otherwise agreed to in writing by Seller, (i) Buyer shall be responsible for any labor required to gain access to the Work so that Seller can assess the available remedies and (ii) Buyer shall be responsible for all costs of installation of repaired or replaced Work. If Seller determines that any claimed breach is not, in fact, covered by this warranty, Buyer shall pay Seller its then customary charges for any repair or replacement made by Seller. Seller's warranty is conditioned on Buyer's (a) operating and maintaining the Work in accordance with Seller's instructions, (b) not making any unauthorized repairs or alterations, and (c) not being in default of any payment obligation to Seller. Seller's warranty does not cover (i) damage caused by chemical action or abrasive material, misuse or improper installation (unless installed by Seller) and (ii) media goods (such as, but not limited to, resin, membranes, or granular activated carbon media) once media goods are installed. THE WARRANTIES SET FORTH IN THIS SECTION 7 ARE THE SELLER'S SOLE AND EXCLUSIVE WARRANTIES AND ARE SUBJECT TO THE LIMITATION OF LIABILITY PROVISION HEREIN. SELLER MAKES NO OTHER WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR PURPOSE.
- 8. Indemnity.** Seller shall indemnify, defend and hold Buyer harmless from any claim, cause of action or liability incurred by Buyer as a result of third party claims for personal injury, death or damage to tangible property, to the extent caused by Seller's negligence. Seller shall have the sole authority to direct the defense of and settle any indemnified claim. Seller's indemnification is conditioned on Buyer (a) promptly, within the Warranty Period, notifying Seller of any claim, and (b) providing reasonable cooperation in the defense of any claim.
- 9. Assignment.** Neither party may assign this Agreement, in whole or in part, nor any rights or obligations hereunder without the prior written consent of the other party; provided, however, the Seller may assign its rights and obligations under these terms to its affiliates or in connection with the sale or transfer of the Seller's business and Seller may grant a security interest in the Agreement and/or assign proceeds of the agreement without Buyer's consent.

Review #2

- Asked to make a purchase for an item not under contract.
- Budget is \$23,200.00
- Discuss how do you proceed – what are your steps (1, 2, 3, 4, 5, etc.)?
 - Create specifications (details)
 - Establish quote due date / install date
 - Request multiple quotes while providing specifications
 - Review quotes and select the lowest meeting specifications
 - Prepare requisition – attach all quotes
- What if lowest quote comes back with payment terms of Net 15 Days?
- What if lowest quote comes back with 40% down, 60% Net 30 days after delivery?

PURCHASES EXEMPT FROM TITLE 74 – COMPETITIVE BID REQUIREMENT



2024.05.01



**PURCHASES EXEMPT FROM
TITLE 74 COMPETITIVE BID
REQUIREMENT
POLICY: 2.07 (8) C.II (A-K)**

Purchases Exempt from Title 74 Competitive Bid Requirement

Policy: 2.07 (8) C.ii (a-k)

- a. Contracts for Architectural, construction management, engineering, legal, and other professional services (Title 18).
- b. **Sole Source / Sole Brand**
- c. Special Requests directly to the Board of Regents (BOR)
- d. Acquisitions related to textbooks, Lab Supplies, Instructional Material, and **Specialized Lab Equipment**
- e. Grant acquisitions, when specific make/brands and models of items or specific suppliers of services are named in the grant
- f. Contracts/acquisitions with state, city, or government agencies
- g. Acquisitions of livestock, poultry, and crops
- h. Hotel reservations/activities, transportation, interpreters, group meals, event tickets and the like, directly related and relevant to group student study and travel programs for educational credit
- i. Merchandise and food for resale to the public in department retail outlets, such as restaurants, bookstores, and other support facilities
- j. Utility services regulated by a state or federal regulatory commission or by municipal ordinances or by Indian Tribal Counsel
- k. *The CPO reserves the right to competitively bid any acquisition deemed in the best interest of the OSU/A&M System.*

Purchases Exempt from Title 74 Competitive Bid Requirement

Sole Source / Sole Brand

(OK Corral form is available) can be defined as any contract entered into without a competitive process, based on a justification that

- (a) only one known source exists or
- (b) that only one single supplier can fulfill the requirements.
- Although Oklahoma does not permit non-competitive procurements by statute, exceptions are allowed where competition is not feasible.

- **Sole Source** – Only place to obtain
 - Manufacturer direct without distributors
 - Replacement parts only from manufacturer
- **Sole Brand** – Buy several places, but specific configuration
 - Bid would be conducted as – NO SUBSTITUTIONS

Purchases Exempt from Title 74 Competitive Bid Requirement

Sole Source / Sole Brand – 5 Codes (types)

1. Only a specified make, model, or brand will meet departmental needs, even though other makes, models, or brands are available from multiple suppliers. A brand name description or other purchase description to specify a particular brand name, product, or feature of a product, peculiar to one manufacturer does not provide for full and open competition regardless of the number of suppliers solicited. This restricts competition in that only vendors able to supply a specified make, model, or brand are permitted to compete.
2. Market research clearly shows that there is only one responsible supplier, and it can be demonstrated that no other supplies or services will satisfy departmental requirements
3. Requirement is for additional units or replacement parts of specified makes and models of technical equipment and only one vendor is available.

Purchases Exempt from Title 74 Competitive Bid Requirement

Sole Source / Sole Brand – 5 Codes (types)

4. Department needs to purchase supplies or services from the original supplier in the case of a follow-on contract and award to any other supplier would result in substantial duplication of costs that would not be recovered through competition, or in unacceptable delays in fulfilling departmental requirements.
5. Agency has an unusual and compelling urgency for supplies or services and the department would be seriously injured unless the agency is permitted to limit the number of vendors from which it solicits bid/proposals (i.e. - existing software).

Purchases Exempt from Title 74 Competitive Bid Requirement

Sole Source / Sole Brand – Penalty Under Law

Oklahoma Statutes 74 O.S. § 85.45j

I understand that the signing of this certification knowing such information to be false may result in forfeiture of my position and ineligibility for appointment to or employment in state service for a period of five (5) years following forfeiture of position.

► **Specialized Lab Equipment**

► Equipment necessary for a unique application, capable of meeting definable and quantifiable parameters within the scope of a project or series of projects, produces necessary and consistent testing/measurement results that cannot be performed or replicated by standard or generically similar equipment, and/or performs tasks more efficiently or cost-effectively than equipment of comparable description.

**PURCHASES EXEMPT FROM TITLE 74
COMPETITIVE BID REQUIREMENT**

Purchases Exempt from Title 74 Competitive Bid Requirement

Grants – Sponsored Agreements

- Grants
 - Exempt from bid when named in the grant, as defined in Board policy.
- Grant Subawards (grant subcontracts)
 - Named in the grant and approved by the funding agency
 - Attach the grant documents – show where it is “named in the grant”
 - ✓ Highlight the section of the attached grant document
 - ✓ Add a comment on requisition
 - *“See page # XX, highlighted section for named in grant”*

Contracts
Accounts
Accounts Payable
Suppliers
Purchasing
Reporting
Administer
Setup
Search
(M)

Science Museum Oklahoma [more info...](#)

For selected line items | Add to Favorites Go

Contract *no value*
 PO Number P0036706
 Quote number Sherry Marshall 02/17/16
[View/edit by line item...](#)

Product Description	Catalog No	Size / Packaging	Unit Price	Quantity	Ext. Price	
1 ✓ Account 708990. Provide services for a subaward agreement titled Climate Variability Workshop for period of 02/15/2016 to 05/31/2016 per the agreement previously submitted. more info... AIM Part # <i>no value</i> AIM Bin # <i>no value</i> External Note For questions regarding this purchase, please contact Becky McIntire at 405-744-9993. Attachments for supplier	0001	LO	25,000.00	1 LO	25,000.00 USD	<input type="checkbox"/>
			Internal Note	<i>no note</i>		
			Internal Attachments			
			PO Clauses	<i>no clause</i>		
2 ✓ Account 709110. Provide services for a subaward agreement titled Climate Variability Workshop for period of 02/15/2016 to 05/31/2016 per the agreement previously submitted. more info... Accounting Codes values have been overridden for this line view/edit AIM Part # <i>no value</i> AIM Bin # <i>no value</i> External Note <i>no note</i> Attachments for supplier	002	LO	16,024.00	1 LO	16,024.00 USD	<input type="checkbox"/>
			Internal Note	<i>no note</i>		
			Internal Attachments			
			PO Clauses	<i>no clause</i>		
Supplier subtotal					41,024.00 USD	
Shipping, Handling, and Tax charges are calculated and charged by each supplier. The values shown here are for estimation purposes, budget checking, and workflow approvals.					Subtotal	41,024.00
					Total	41,024.00 USD

Grants – Sponsored Agreements



- ▶ Food or items for resale
- ▶ Bulk gasoline, oil, and fuel
- ▶ Utilities
- ▶ Non-construction sponsored agreement contracts and expenditures also include grant subawards.
- ▶ Refunds
- ▶ Feed
- ▶ Hotel reservations/activities, transportation, interpreters, group meals, event tickets, and the like, directly related to group study and travel programs for educational credit

**PURCHASES EXEMPT FROM BOARD APPROVAL
(A&M'S \$75,000 | OSU \$250,000)**

2.07.(3).A-G

▶ **When a contract is in place, it should be used:**

▶ Board Policy 2.07 (8) C ii

“When established Purchasing contracts exist, purchases should be made from such contracts”

**BUSINESS
CONTRACT**

CONTRACTS & AGREEMENTS

Where to find Existing Contracts

❖ OK Corral

- Punchout Contracts
- OSU/A&M Renewable Contracts
 - OSHOP List
 - OK Corral Contract Mgr.
- Adopted Contracts
 - State of Oklahoma
 - Cooperative Contracts
 - E&I, OMNIA, Texas DIR



Contracts & Agreements

Contracts / OSHOP

Welcome to OSU's on line connection to supplies and equipment. Prices include delivery to an Oklahoma address and Net 30 terms. When a vendor accepts the OSU P-Card, purchases may be made up to your P-Card limit. For purchases in excess of your P-Card limit, a requisition must be sent to the Purchasing Department. A purchase order will be sent to the vendor. Call the Purchasing Department, 405-744-5984, with questions regarding any contract.

Contracts

[Audio, Video and Web Conferencing Services](#)

[Bulk Mailing Services](#)

[Cable Installation and Relocation Services](#)

[Charter Bus Services](#)

[Compressed Gases and Related Services](#)

[Copiers/Multi-Function Devices](#)

[Digital Marketing and Advertising Services](#)

[Disaster Restoration & Property Recovery Services](#)

[Ergonomic Solutions For The Workplace](#)

[Event Services](#) (Food, catering, rentals, DJ, AV, etc.)

[Executive Search](#)

[Fuel](#) (Bulk)

[Furniture](#)

[Hotel and Conference Services](#) (NEW! FY19 – FY23 Multiple Contracts)

[IT On Call Staff Augmentation](#)

[Moving / Relocation](#)

[Oklahoma Correctional Industries](#)

[OneNet Contract](#) (Oklahoma State Regents for Higher Education)

[OSU Promotional Products](#) (NEW! - FY20)

[Printing Services](#)

[Sign Language, Translation, and Interpreter Services](#)

[Statewide Contracts](#)

[Temporary Employment Services](#)

[Video Recording Services](#)

OK CORRAL

CONTRACTS/OSHO



PROCUREMENT PROFESSIONALS CERTIFICATION

OK CORRAL MARSHAL

<http://talent.okstate.edu>



THE OFFICE OF CENTRAL PROCUREMENT

Marshal Directory

The OK Corral Marshals are an elite group of individuals who have completed an intense training course and have been certified as Procurement Professionals by the Office of Central Procurement. The Marshals are a valued resource for their respective departments, colleges, and units. You will find the Marshals dispersed across a variety of OSU campuses and departments. They serve as a network of knowledge and current information for others needing assistance or guidance related to OK Corral procedures, procurement policies, and guidelines. If you are looking for support within your department or if you need a mentor proficient in procurement, find a Marshal near you by searching the Marshal directory.



**OK CORRAL
MARSHAL**

DIRECTORY

<https://adminfinance.okstate.edu/procurement/marshal-directory.html>

HOLD THE DATE

{ OCTOBER 17, 2024 }

OK CORRAL

SUPPLIER ROUND-UP

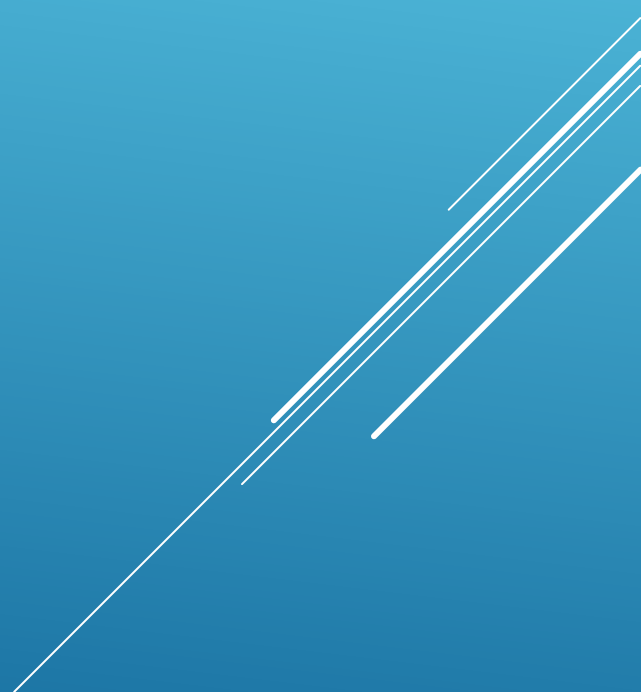
Oklahoma State University | Stillwater, OK


Event time: 10 a.m. - 1 p.m. | Opening Remarks and Pistol Pete: 10:30 a.m.





CASE STUDY



- 
- ▶ Develop a step-by-step “Plan of Action” for processing a requisition as requested
 - ▶ What steps will you take?
 - ▶ What supplier will you use?
 - ▶ What authorization is required to process, Dept., Procurement, or Board?
 - ▶ What other information do you need?

CASE STUDY

- ▶ **You are a “requester” in OK Corral and are asked by your department’s research group to submit an order for equipment on OK Corral**
 - ▶ Equipment: Purchase 400 MHz NMR
 - ▶ Supplier: Bruker Bio Spin
 - ▶ Cost: \$265,000
 - ▶ Shipping: FOB Destination
 - ▶ Custom built to OSU specifications
 - ▶ Payment Terms: 40% due with PO, balance due Net 30 days after delivers. Terms are required due to customization of the equipment
 - ▶ Research group statement: This purchase is exempt from bid/quotes because it is named in the grant. Document provided contains the following statement, *“In year two (2) the grant will purchase an NMR in support of the grant’s research”*.

CASE STUDY

1. How much can you spend without competitive quotes?

\$10,000 or Departmental Requirement

2. What is the dollar limit on a sole source contract?

No maximum dollar limit, but must have respected authority (A&M's \$100,000 | OSU-\$250,000) PRIOR Board approval

3. What is required by Board policy if the amount of your purchase will exceed \$50k?

Submit to bid – The Office of Central Procurement must bid on your behalf

4. What is the penalty for a falsified sole source contract?

May result in forfeiture of my position and ineligibility for appointment to or employment in state service for a period of five (5) years following forfeiture of position.

5. What is the official document giving the supplier “authorization to proceed”?

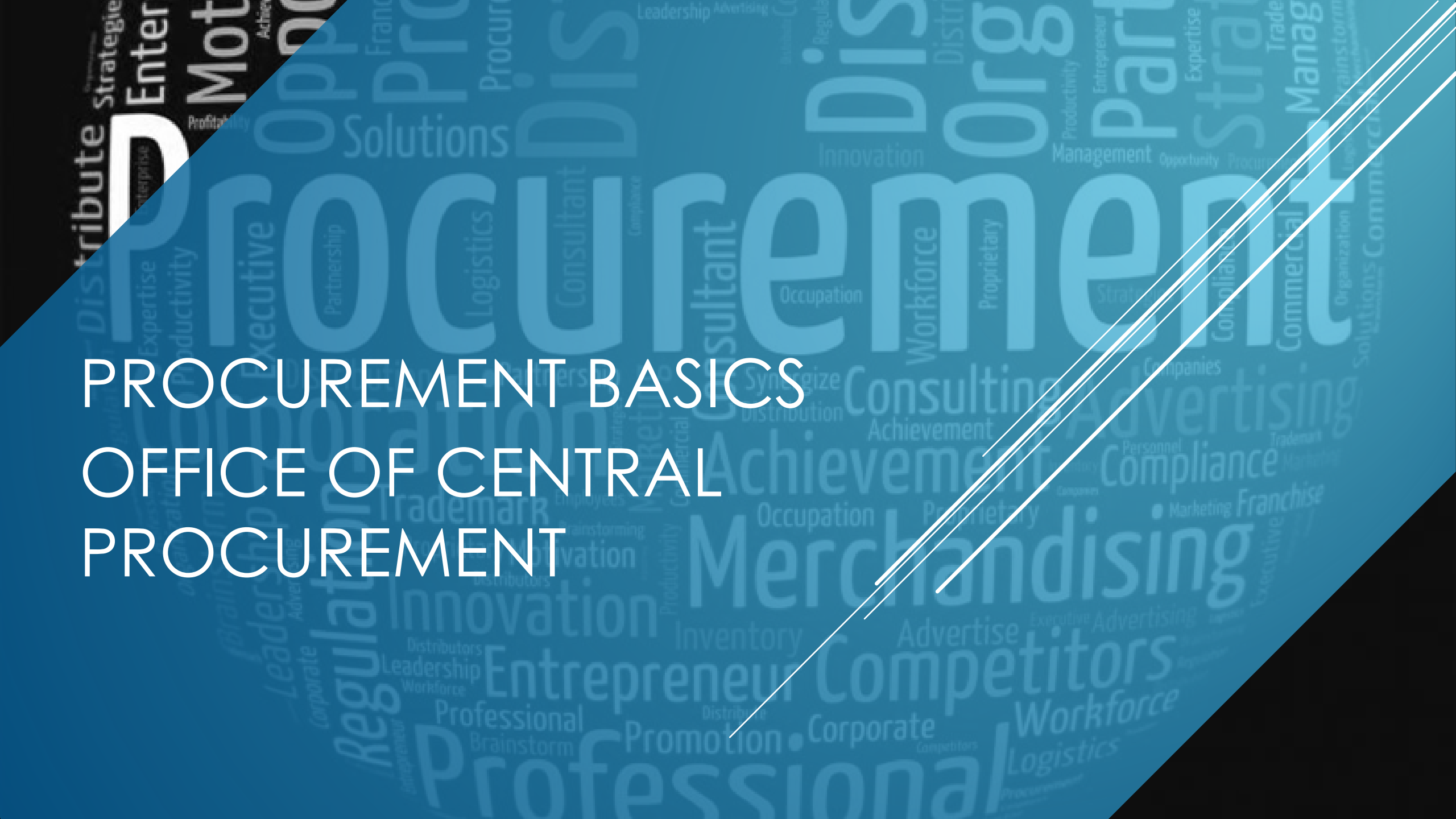
Purchase Order

6. Paying an invoice without a PO in place is a violation of encumbrance law, Procurement Guidelines, and Policy?

YES

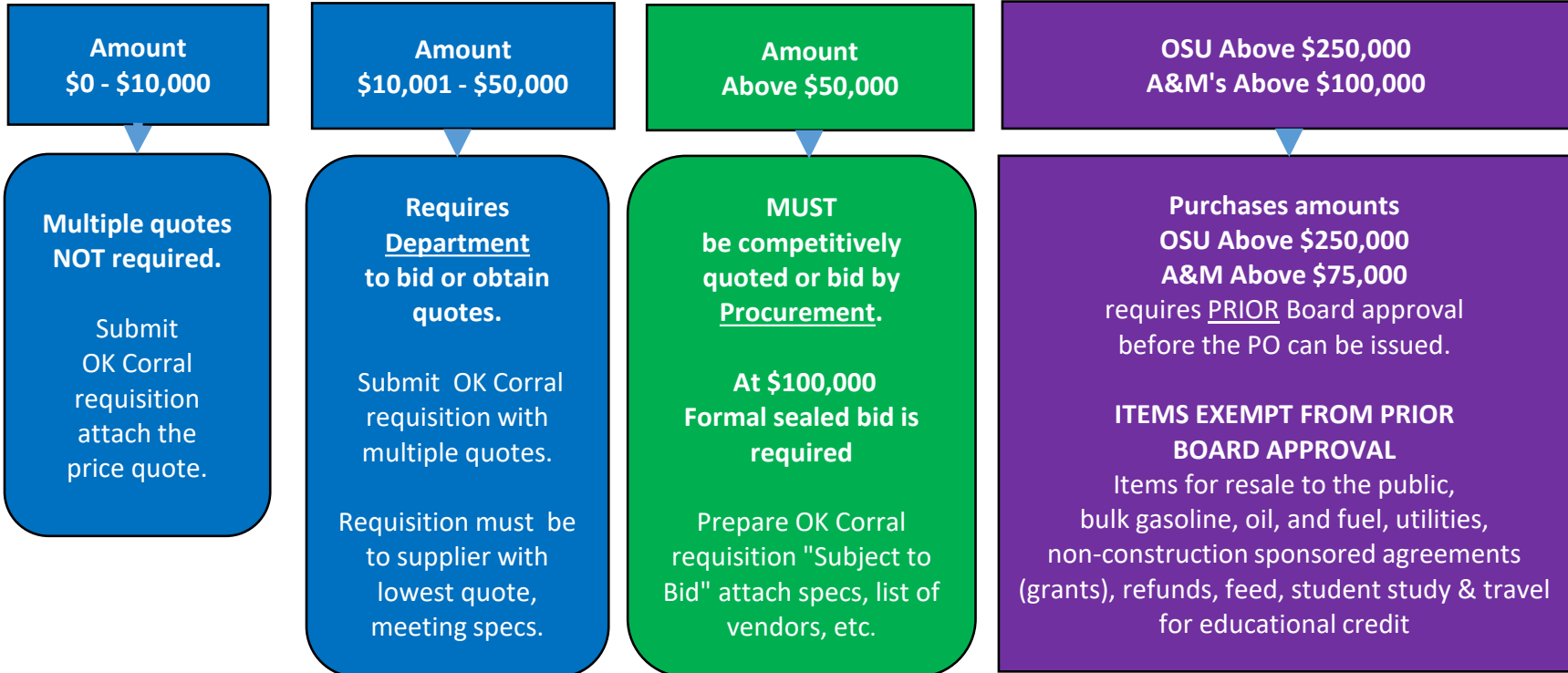






PROCURUREMENT BASICS
OFFICE OF CENTRAL
PROCUREMENT

Procurement Flowchart Oklahoma State University A&M System



The purchase may be **EXEMPT** from bid requirements or multiple quotes if one of the following exempt criteria are met, justified, and approved by the Office of Central Procurement.

1. Architect, CM, Engineer (see board approved on call list), legal, and other Title 18 professional services - **BID CODE 4C**
2. Sole Source/Sole Brand - **BID CODE 3**
3. Special Request to the Board of Regents - **BID CODE 4F**
4. Textbooks, Instructional Material, Lab Supplies, and Specialized Lab Equipment, Livestock, poultry, & Crops - **BID CODE 4H**
5. Grant acquisitions, when specific make/brands and models are named in the grant - **BID CODE 4H**
6. Hotel reservations, transportation, interpreters, group meals, tickets for group study and credit - **BID CODE 4H**
7. Merchandise and food for resale - **BID CODE 4H**
8. Utility Services regulated by a state or federal commission, municipal ordinance, or tribe - **BID CODE 4H**
9. Acquisitions with State, City, or other Government Agencies - **BID CODE 4G**

PURCHASING INFORMATION

Joe Teel, Senior Buyer

Phone: 405.744.8403

Email: joe.teel@okstate.edu

General email: purchase@okstate.edu

General phone: 405.744.5984

OK Corral (e-commerce site) – PO system

<http://okcorral.okstate.edu/>

- Resources available inside OK Corral
- OSHOP – Listing and details of many of the contract in place for OSU/A&M
- OK Corral User Guides (How-to Guides on using OK Corral)
- Punch-Out Guides (How-to Guides on navigating the Punch-out websites)
- Other contract available (E&I, State of OK, DIR)

Purchasing website

<https://purchasing.okstate.edu>

Things to Remember:

- Purchases of \$0.00 - \$5,000 and below may be placed on a P-card or requisition
 - \$5,000 is the maximum single purchase amount for the P-card, or Dept. policy
 - Check to verify if a contract exists (required to purchase from existing contract, if in place)
- Purchases of \$0.00 - \$10,000 may be placed on a requisition without competitive quotes
 - Conducted by the Department
 - Check to verify if a contract exists (required to purchase from existing contract, if in place)
 - Any amount above \$5,000 MUST be placed on a requisition
- Purchases \$10,001 up to \$25,000 bid by the Dept., following policy
 - Obtain minimum of 3 quotes
- Purchases over \$25,000 must be bid / quoted by The Office of Central Procurement ONLY
- Purchases of \$75,000 for all A&M Colleges requires PRIOR Board approval
- Purchases of \$250,000 for all OSU campuses requires PRIOR Board approval
- When a contract exists, it should be used – Board of Regents policy **2.07 (8) Cii**
- A requisition and PO MUST be in place prior to start date of services or purchase date of goods
 - In OK Corral
 - The approved and issued PO is the supplier's authorization to proceed with a purchase
- Pre-payments are NOT allowed by OSU/A&M or any state agency
- Payment terms: Net 30-days from receipt of goods/services and invoice
- Shipping: shall be FOB Destination – ONLY