I. PURPOSE AND SCOPE

A. This document sets forth requirements applicable to all contractual instruments for services, including but not limited to contractual documents, terms and conditions, leases, letters of agreement, letters of intent, memoranda of understanding, and interagency or intercampus agreements.

A. Executed contracts entered into on behalf of the University of Houston for and on behalf of and/or any unit of the university (collectively, “the university”);

B. Intended to be binding on the university; and,

C. To which the university is a party or signatory, purchase, sale or other exchange of goods, services and property except as otherwise set forth in any capacity, regardless of funding source, amount of funds expended or generated, and whether or not remuneration, monetary or in-kind, is involved, and/or contracts that are not required to be administered with the Office of Contracts Administration.

This MAPP document. This document was created to comply with Board of Regents Policy 4755.01, UH System Administrative Memorandum 03.A.05, and applicable federal and state laws, regulations, agency advisory opinions and judicial and administrative determinations.

This document does not cover contracts for consulting or outside employment entered into by a university employee where the university employee acts as an independent consultant or contractor; contracts pertaining to sponsored projects, programs, activities for research and/or intellectual property which are funded by grants or other external funding sources; or procurement of supplies, goods or equipment that are normally provided by the university Purchasing Department.

B. This MAPP document does not apply to: (i) contracts for the procurement of goods, materials and supplies that are normally procured by the University Purchasing Department in accordance with MAPP 04.01.01, or delegated to other
departments in accordance with University policies; or (ii) contracts pertaining to Sponsored Research and/or intellectual property which are funded by grants or other external funding sources (these are processed by the University of Houston Office of Contracts and Grants (OCG) department in accordance with MAPP 08.01.01).

II. POLICY

A. A. No person has the authority to bind the university contractually, except in accordance with this policy. Any person who executes a contract on behalf of the university without authority to do so or is otherwise in violation of this MAPP may be personally liable for damages related to the contract.

All contracts shall have all

B. The Board must approve certain contracts in accordance with Board Policy 55.01 and Board Bylaws (see Section V of this MAPP). The Board has delegated to the Chancellor the authority to negotiate, execute and administer all other contracts or to further delegate such authority.

C. Except as otherwise set forth in this MAPP document, all contracts must be reviewed and approved by Contract Administration prior to execution by the university.

D. All applicable administrative and legal reviews must be completed and be signed by all parties prior to execution of a contract and prior to commencement of any duties/actions by the parties as stipulated in the contract. Board of Regents approval must be obtained in an Open Meeting for certain contracts (see Section III, K of this document).

C. Contracts are legally binding on the university only upon execution of the contract by the university official with delegated contractual signatory authority.

D. Amendments, changes, extensions or renewals to the original contract must be processed in pursuant to the same manner as the original contract. A copy of the original contract should be included with the amendment, change, extension or renewal at the time the documents are processed for approval.

III. DEFINITIONS

A. Alternative Dispute Resolution (ADR) Clause. A form required when the university enters into non-standard contracts involving the acquisition of goods, services and certain types of building/construction projects, all as set forth in Texas Government Code Chapter 2260.
B. **Best Value.** Pursuant to Texas Education Code §51.9335, the university must generally make purchases based on the method that provides “Best Value” to the university. The factors to consider when evaluating Best Value are set forth in Section IV(D) of this MAPP. The Originating Unit shall utilize the Recommendation for Award form or similar documentation to demonstrate that Best Value has been obtained related to each contract. Questions about establishing Best Value pursuant to this MAPP document should be directed to Contract Administration prior to entering into a contract.

C. **Board.** The University of Houston System Board of Regents.


E. **Consultant.** A person that provides or proposes to provide a Consulting Service. The term includes a political subdivision, but does not include the federal government, a state agency or a state governmental entity (Texas Government Code §2254.021(3)).

F. **Consulting Service.** The service of studying or advising a state agency under a contract that does not involve the traditional relationship of employer and employee (Texas Government Code §2254.021(1)). To “study” means to consider some aspect of the agency in detail, such as its financial status or its method of performing an administrative function, and to present that information to the agency. To “advise” means to provide a recommendation or identify options with respect to some course of action. Generally, a “consultant” delivers information or provides assistance that enables the state agency to take some course of action. When a contract involves both Consulting Services and other services, it is considered a consulting contract if Consulting Services are the primary objective of the contract (Texas Government Code §2254.038). Questions about whether a particular contract involves Consulting Services should be directed to Contract Administration.

G. **Contract or Agreement.** An agreement between two or more parties that creates in each party an obligation to do or refrain from doing something and a remedy for such party’s failure to fulfill the obligation. As used in this MAPP document, references to “contracts” or “agreements” include, but are not limited to, agreements, terms and conditions, amendments, letters of agreement, letters of intent, statements of intent, memoranda of understanding, leases, interlocal agreements, interagency agreements and any other contract-related documents.
H. **Contract Administration.** The University of Houston Office of Contract Administration (a division of the University of Houston System Office of General Counsel).

I. **Contract Cover Sheet.** A form containing various details and acknowledgments of responsibility related to a particular contract request submitted to Contract Administration (as further described in Section VII of this MAPP). The Contract Cover Sheet can be obtained from the Contract Administration website at www.uh.edu/contractadmin.

J. **Major Consulting Services Contract.** As it relates to an institution of higher education, a Consulting Services Contract for which it is reasonably foreseeable that the value of the contract will exceed $25,000 (Texas Government Code §2254.021(2)).

K. **Major Information System.** (i) One or more computers that, in the aggregate, cost more than $100,000; (ii) A service related to computers, including computer software, that costs more than $100,000; or (iii) telecommunications apparatus or device that serves as a voice, data, or video communications network for transmitting, switching, routing, multiplexing, modulating, amplifying, or receiving signals on the network and costs more than $100,000.

L. **Originating Unit.** The university department or representative that initiates a contract request and/or otherwise has responsibility for such contract.

M. **Professional Services.** Services directly related to the professional licensed practices such as accounting, architecture, landscape architecture, land surveying, medicine, optometry, professional engineering, real estate appraising, or professional nursing (Texas Government Code §2254.002(2)). Services provided by professionals outside the scope of their profession, e.g., management-consulting services provided by accounting firms, are not considered Professional Services for purposes of this MAPP document.

N. **Recommendation for Award form.** A form showing the basis by which an Originating Unit recommends the award of a particular contract to the other party identified in the form (as further described in Section I.V(D).2.) of this MAPP. The Recommendation for Award Form can be obtained from the Contract Administration website at www.uh.edu/contractadmin.

O. **Sponsored Research.** Includes research and development projects that usually involve the preparation of specialized contracts such as grants, sub-recipient agreements or sub-contract agreements with other entities. The University of Houston Office of Contracts and Grants (OCG) is responsible for administering contracts related to Sponsored Research.
P. **Standard form agreement.** Contracts and other documents that have been previously reviewed and approved by Contract Administration for proper form and legality, including compliance with applicable state laws, constitutional requirements and Board and System policies. Standard form agreements are denoted by a contract number such as the following example: “OGC-S-2010-01.”

Q. **Substantive change.** A change that modifies the legal terms of a particular document. Any substantive change to a standard form agreement will render it non-standard. Examples of non-substantive changes include modifications to: party names, description of goods or services, dollar amount to be paid or received, effective date and term length. Questions about whether a particular modification constitutes a substantive change should be directed to Contract Administration.

R. **System.** The University of Houston System.

S. **University.** The University of Houston.

IV. **GENERAL PROVISIONS**

A. **Contract Management.**

1. **Office of Contract Administration.** Except as otherwise set forth in this MAPP, Contract Administration shall: (i) review and maintain all standard and non-standard contracts; (ii) provide training to university departments in order to facilitate compliance with this MAPP; (iii) provide required notices on a timely basis to the Legislative Budget Board (“LBB”) and other required state reporting offices; and (iv) advise and assist the Originating Unit and other university representatives regarding appropriate selection and usage of contract forms and other contract-related issues. Except as otherwise set forth in this MAPP, all non-standard contracts must be forwarded to Contract Administration for legal review and approval prior to execution.

2. **Record Retention.** The Originating Unit shall retain a fully-executed, legible copy of every contract it executes in accordance with the university’s record retention policies and timeframes. Contract Administration shall also retain a fully-executed, legible copy of every contract it processes. Unless otherwise specified in the particular contract, this MAPP or in other university policies, legible facsimile contracts and signatures are acceptable for meeting these requirements.
3. Contract Numbering. Contract Administration shall develop and implement a contract numbering system that will provide a unique identification number for each contract it processes. The Originating Unit shall develop and implement such a contract numbering system for all contracts not processed by Contract Administration.

4. Payment on Contracts. Payments subject to this MAPP require a fully executed contract before payment can be issued by Accounts Payable, regardless of payment amount. All payments or reimbursements for contractor expenses must be authorized by the contract. The Originating Unit is responsible for providing all pertinent documents and information required by the Accounts Payable Department. For additional information and requirements related to vouchers, see: MAPP 04.01.03 (Vouchers), MAPP 04.01.11 (Procurement Card), MAPP 04.02.01A (Travel Paid From State Appropriated Funds), MAPP 04.02.01B (Travel Paid From Local Funds) and MAPP 04.02.05 (Travel Card).


A. Originating Unit Responsibilities: The originating unit assumes primary responsibility for the contract, from inception to completion of the transaction. Prior to submitting the contract to Contract Administration, the Originating Unit is responsible for reading the contract in its entirety and notifying Contract Administration in writing of any concerns or suggested modifications, including but not limited to, provisions relating to: payment obligations, scope or description of services, insurance requirements and duration. After execution of the contract, the Originating Unit is responsible for monitoring and assuring performance in accordance with provisions of the contract and for reporting non-compliance to the College/Division Business Administrator and, as appropriate, to the appropriate Vice President. The Office of Contract Administration will provide needed assistance as requested.

B. College/Division Business Administrator Responsibilities:

The College/Division Business Administrator supporting the originating unit must:

1. (i) Review the contractual documents for accuracy, completeness, appropriateness, benefit to the university, availability of funds, and compliance with university policy.
2.  (ii) Certify approval of the contractual documents and underlying transaction by signing the Contract Cover Sheet, and providing a copy of it to Contract Administration and maintaining a copy in the department’s contract file.

3.  (iii) Work with the originating unit to obtaining: (i) obtain any necessary documents referenced in the contract, such as proof of insurance, exhibits, or attachments; and (ii) as appropriate, forward copies with contracts to the Office of Contract Administration, prior to execution.

4.  (iv) Develop and maintain a contract management system to ensure that the terms and conditions of each contract are performed in an appropriate manner. The individual(s) responsible for ensuring that the terms and conditions of the contract are met shall sign an appropriate statement acknowledging this important responsibility (See Addendum B). Such documentation, to include an acknowledgement statement and the person’s name, title, signature and date of signature, shall be maintained with the records associated with each contract. monitored and that each party complies with its contractual obligations.

C. Office of Contracts Administration: The Office of Contracts Administration processes and maintains contractual instruments not otherwise processed by the Division of Research and Intellectual Property, or processed in accordance with Sections V.C.4., and V.C.5. This office shall: receive and review all standard and non-standard contracts not otherwise the responsibility of the Office of the General Counsel and the Division of Research and Intellectual Property; provide training for all university departments to facilitate compliance with this MAPP; and provide required notices to the LBB and other required state reporting offices within the specified time frame. Office of General Counsel (OGC): The OGC, with the assistance of the Executive Director for Contracts Administration/Associate General Counsel for Contract Compliance will advise and assist the originating unit regarding the most appropriate contract form for the purpose specified and related legal issues. All non-standard contracts (with the exception of those that are the responsibility of the Division of Research and Intellectual Property) are to be forwarded to the Executive Director for Contracts Administration/Associate General Counsel for Contract Compliance for legal review, recommendations, and/or revisions. The Executive Director for Contracts Administration/Associate General Counsel for Contract Compliance may prepare and designate certain contracts as “standard” whereby further OGC review and
approval as to form is not necessary, so long as the standard form of agreements have not been altered.

D. Legal Review: Board Policy 47.01 requires review and approval as to form by the OGC of all non-standard contracts prior to execution by the university. See Section V.C. for a discussion of standard contracts.

B. Standard Form Agreements.

1. Contract Administration may designate standard form agreements and related processes whereby further review and approval by Contract Administration is not necessary prior to execution so long as: (i) there have been no substantive changes made to the standard form agreement; and (ii) the contract does not require Contract Administration review pursuant to any of the special contracting requirements set forth elsewhere in this MAPP. Requests for a document to be designated as a standard form agreement should be directed to Contract Administration. In order to expedite a transaction, Originating Units are encouraged to use standard form agreements when available for the particular transaction.

2. Standard Addendum. Contract Administration may develop standard addendums and related processes whereby review and approval by Contract Administration of certain non-standard contracts is not required provided that the parties execute the standard addendum form and attach it to the non-standard contract.

C. Contract Amendments.

1. Submission of a contract amendment to the proper contracting office must include the proposed amendment and a copy of the original contract together with any prior amendments.

2. In instances where the original contract was approved by the Board and the amount of the requested amendment is not greater than the amount set forth in Section V(A)(6) of this MAPP, the Chancellor is authorized to execute the amendment without further action by the Board. The Chancellor shall provide the Board Chairman a report of any such actions at the next regularly scheduled Board meeting following the action.

3. Proper signature authority for an amendment is determined by adding the total value of the original agreement plus all subsequent amendments.

D. Competitive Procurement Requirements (Best Value).
1. Pursuant to Texas Education Code §51.9335, the university may acquire goods or services by the method that provides the Best Value to the university, including:

- competitive bidding;
- competitive sealed proposals;
- catalog purchase;
- group purchasing program; or
- open market contract.

The following criteria must be considered in determining Best Value:

- purchase price;
- reputation of the vendor and of the vendor’s goods or services;
- quality of the vendor’s goods or services;
- extent to which the goods or services meet the university’s needs;
- vendor’s past relationship with the university;
- impact on the ability of the university to comply with laws and rules relating to historically underutilized businesses and to the procurement of goods and services from persons with disabilities;
- total long-term cost to the university of acquiring the vendor’s goods or services;
- any other relevant factor that a private business entity would consider in selecting a vendor; and
- use of material in construction or repair to real property that is not proprietary to a single vendor unless the university provides written justification in the request for bids for use of the unique material specified.

2. Recommendation for Award Form. All expense contracts must be supported with a completed Recommendation for Award form demonstrating the basis on which an award is recommended. The Recommendation for Award form must provide information pertinent to each of the following: which procurement method was used in selecting the particular vendor; price tabulations outlining the price acquisition process; price quotes obtained; basis for establishing Best Value to the university; and name of the preferred vendor.

E. **Duration/term length.** The duration of any contractual transaction cannot be specified in a contractual instrument to (term length) of any contract, including any renewals or extensions, should not extend beyond a cumulative period of five (5) consecutive years, including renewal terms. The unless otherwise approved in writing by a University official with delegated authority must approve exceptions to this time period in writing.
F. Execution: Contracts are legally binding on the university only upon execution of the contract by the university official with delegated contractual signatory authority, as specified in Addendum A.

G. Historically Underutilized Business (HUBs): The university will comply fully with the letter and spirit of Chapter 2161 of the Texas Government Code (refer to Board Policy 47.04 and System Administrative Memorandum 03.B.02).

H. Record Retention: The Office of Contracts Administration and each contracting party retain one executed original in their respective files. The originating unit retains a copy of the executed contract in its files.

I. Audit Clause: All revenue-generating contracts and all contracts where payment by the university is contingent upon records processed and maintained by another party to the contract shall contain an audit clause. This clause shall give the university the right to access and audit any and all documents pertaining to the contractual relationship held by any party to the contract.

Contracts Requiring Board Approval: V. CONTRACTS REQUIRING BOARD APPROVAL

A. Board approval must be obtained in an open meeting for the following contracts (refer to Board Policy 47.01.01):

1. contracts for the purchase, gift or acquisition of real property;

2. contracts for the sale, of real property or conveyance of any rights in real property, if the value of the property is more than $300,000;.

Real Estate

3. as lessee, all real estate leases, lease renewals and extension, whether as lessor or lesseeextensions, if the obligation of the lease is equal to or greater than the submittl threshold requiring Texas Higher Education Coordinating Board action;

4. banking and investment agreements;

5. any single procurement contract for any equipment, goods, and services, not specified above, that is expected to exceed $1 million,000,000 in a fiscal year with the exception of contracts that fall within and are a part of approved construction projects set forth in Section 53.04 of the Board policy or investment agreements;

6. any extension, modification, or renewal of an existing contract that is expected to exceed $1,000,000 in a fiscal year with the exception of investment agreements.
4. any series of contracts that are initiated in the same department for the same goods or services with the same party within a fiscal year, that, if combined in one contract, would require Board approval or reporting; and

5. any other contract the Board might designate as having significant importance to require Board approval.

B. Procedures and requirements for contracts requiring Board approval.

1. Submittal Process. The Board holds four regularly scheduled meetings per year. The current meetings schedule can be accessed at: www.uhsa.uh.edu/BRMTGS.HTM. With the exception of contracts handled by the Division of Research and Intellectual Property, in order to submit a contract for Board approval, each submitter must send the contract with an accompanying Board of Regents’ Agenda Cover Sheet to the Office of the Executive Vice Chancellor for Administration and Finance.

IV. SPECIAL CONTRACTING REQUIREMENTS

A. Competitive Procurement Requirements: The university may acquire goods or services by the method that provides the best value, including competitive bidding; competitive sealed proposals; a catalogue purchase; a group purchasing program; or, an open market contract. The following criteria shall be considered in determining best value: the purchase price; the reputation of the vendor and of the vendor’s goods or services; the quality of the vendor’s goods or services; the extent to which the goods or services meet the institution’s needs; the vendor’s past relationship with the institution; the impact on the ability of the institution to comply with laws and rules relating to historically underutilized businesses and to the procurement of goods and services for persons with disabilities; the long term cost to the institution of acquiring the vendor’s goods or services; any other relevant factor that a private business entity would consider in selecting a vendor; and, the use of material in construction or repair to real property that is not proprietary to a single vendor unless the institution provides written justification in the request for bids for use of the unique material specified.

B. Recommendation for Award Form (Addendum E): All contracts—Contracts requiring Board approval, as specified in this MAPP—must be submitted for processing with a completed Recommendation for Award form showing the basis by which an award is recommended. The Recommendation for Award form must provide information pertinent to all of the following: which procurement method used (see paragraph A above); price tabulations outlining the price acquisition process;
prices obtained in arriving at best value to the university; bases for best value to the university; and the name of the preferred vendor.

Lease of Space by a University Unit: The Chancellor must approve all leases, regardless of the source of funding. Local Funds: The Texas Building and Procurement Commission (TBPC), formally the General Services Commission, has delegated authority to the University of Houston System to execute lease agreements for which no state funds will be expended. An originating unit that desires to lease space should anticipate working with the Facilities Planning and Construction Department and Office of Contracts Administration at least four months six (60) calendar days prior to the proposed effective date/start date for the resulting lease agreement to allow sufficient time to formulate lease specifications, evaluate bids and develop the appropriate lease agreement. State Funds: Unless the university receives delegated authority at a future date, state law requires that state agencies afford the TBPC the opportunity to obtain leased space, if the lease will be paid from state funds. An originating unit desiring to execute a lease agreement that will be paid from state funds should anticipate working with the Facilities Planning and Construction Department and the Office of Contracts Administration. The TBPC process takes five to six months from the date on which a request is tendered to the TBPC until execution of the lease agreement. The date of the Board meeting at which approval will be sought.

C. Consulting or Professional Services Contracts: See Texas Government Code, Chapter 2254.

1. Consulting Services: “Consulting Service” is the practice of studying and advising a state agency in a manner not involving the traditional employee/employer relationship. To “study” means to consider some aspect of the agency in detail. To “advise” means to provide a recommendation or identify options with respect to some course of action. Generally, a true “consultant” delivers information or provides assistance that enables the state agency to take some course of action. When a contract involves a mix of deliverables, it is considered a consulting contract only when consulting services, as defined above, are the primary objective of the contract.

2. Contract Administration Review. All contracts requiring Board approval must be reviewed and approved by Contract Administration before execution.

3. Delegation to the Chancellor. The Chancellor shall execute all contracts approved by the Board.
4. Delegation by the Chancellor. All delegations of contracting authority must be made in writing, approved by the Chancellor and filed with the Board. Such delegations can be viewed on the Chancellor’s Delegations of Authority.

5. Emergencies. In the event of a bona fide emergency, as declared by the Chairman of the Board upon consultation with the Chancellor, the Chancellor may enter into a contract that would otherwise require Board approval under this MAPP prior to receiving such approval, provided that the Chancellor submits such contract to the Board for ratification at the next regular meeting of the Board.

C. Construction Projects.

1. The Executive Vice Chancellor for Administration and Finance shall present for approval to the Board projects for new construction or major repair and rehabilitation of buildings and facilities when the total cost is equal to or greater than the submittal threshold requiring Texas Higher Education Coordinating Board action. In such cases, the Board will be presented with the project, budget, schedule and, if applicable, a program and schematic design. Once a project is approved, the Chancellor is authorized to negotiate and execute all appropriate contracts and easements required to accomplish the project, provided it is within the approved scope and budget of the project.

2. Each component university shall ensure that all plans, specifications and bidding documents are reviewed for compliance with applicable state laws governing their areas of responsibility prior to being released for bidding. When requested by the Executive Vice Chancellor for Administration and Finance, the System Facilities Planning and Construction Department shall assist in the coordination and management of all project activities, including the review of all plans, specifications and bidding documents for compliance with applicable state laws prior to being released for bidding.

VI. DELEGATION OF AUTHORITY FOR CONTRACTS NOT REQUIRING BOARD APPROVAL

A. The Chancellor may negotiate, execute, and administer all contracts and related necessary legal documents and instruments not requiring Board approval.

B. The Chancellor may delegate such authority to System administration officers or the presidents according to their areas of responsibilities (for a list of such
delegations, see the Chancellor’s Delegations of Authority). As permitted by this MAPP and the Chancellor’s Delegations of Authority, these signature authorities may be further delegated by University officers or presidents by using the Delegation of Authority Memorandum available from the Contract Administration website at www.uh.edu/contractadmin.

C. All contracts and documents must be executed by an individual(s) with appropriate delegated signature authority.

VII. CONTRACT PREPARATION

A. Contract Documents. When providing a contract to Contract Administration for review, the Originating Unit must include: (i) a completed Contract Cover Sheet; (ii) a completed Recommendation for Award form if applicable; (iii) a completed ADR Clause if applicable; and (iv) unless the documents were provided to Contract Administration electronically, two (2) original contracts, including any exhibits or attachments).

B. Contract Cover Sheet. Prior to submitting the contract for review, the Originating Unit must complete the Contract Cover Sheet and obtain all required signatures.

C. Necessary Information. When submitting a contract for review to Contract Administration, the Originating Unit must provide all information requested on the Contract Cover Sheet described below including, but not limited to:

- the other party’s name, address, phone number, contact person and Federal tax identification number;
- the name and title of the person(s) who will sign on behalf of university;
- the total amount (or best estimate) of money that will be paid or received by university pursuant to the contract;
- identification of the university cost center(s) from which payments will be made or into which revenues will be deposited;
- detailed description of the goods or services that the University will procure or provide;
- the start date on which the term of the contract will commence;
- the end date on which the contract will expire;
- confirmation from the Texas Comptroller that all contracting parties are in good standing with the state of Texas, having no unpaid financial obligations and obtain the Vendor Information required by Section VIII(H) of this MAPP; and
- if applicable as designated by the Originating Unit on the Contract Cover Sheet, a detailed description of any changes the Originating Unit would like to make to the contract draft.
D. Contract Completion. An Originating Unit should obtain the appropriate standard form agreement by downloading the electronic file from the Contract Administration website (www.uh.edu/contractadmin) and then completing the contract on a word processor or by typing the information onto a hard copy of the document. Contracts should not contain handwritten information other than the parties’ signatures. Because standard form agreements are updated periodically, the Originating Unit should always obtain the document from the Contract Administration website for each use and should not use a version saved on the person’s computer, network or that might otherwise be outdated.

E. Small Contracts. Standard form agreements, or non-standard agreements with a standard addendum attached, that are less than $25,000 and not within any of the special contracting requirements set forth elsewhere in this MAPP should be administered by the Originating Unit in accordance with this MAPP. Review of such contracts by Contract Administration is not required.

F. The Business Administrator for the Originating Unit and the University official with delegated authority to sign the contract is responsible for ensuring that no substantive changes have been made to standard form agreements. If substantive changes have been made, the contract must be forwarded to Contract Administration for legal review and approval.

G. Effective Date. The effective date of the contract must be no sooner than the date on which all applicable administrative and legal reviews have been completed and the contract must be signed by all parties prior to commencement of any duties/actions by the parties pursuant to the contract.

H. Processing Time Frames. The following timeframes apply to contracts that must be processed by Contract Administration pursuant to this MAPP.

1. Standard Form Agreements. Except as otherwise set forth in this MAPP, standard form agreements should be received by Contract Administration at least ten (10) business days before the effective date/start date of the contract.

2. Non-Standard Agreements. Except as otherwise set forth in this MAPP, non-standard agreements should be received by Contract Administration at least fifteen (15) business days prior to the effective date/start date of the contract.

3. Additional Processing Time. As set forth elsewhere in this MAPP, certain specialized agreements and those requiring public bidding may require longer processing times.
VIII. SPECIAL CONTRACTING REQUIREMENTS

A. Lease of Space. The Chancellor must approve all leases, lease renewals and extensions, regardless of the funding source, except as delegated in accordance with this MAPP.

1. State Funds. State law requires that state agencies afford the Texas Facilities Commission (“TFC”) the opportunity to obtain leased space, if the lease will be paid from state funds. An Originating Unit desiring to lease space with state funds should anticipate working with the System Facilities Planning and Construction Department and Contract Administration which shall coordinate the required activities with the TFC leasing department, after obtaining approval of the Chancellor.

2. Local Funds. The TFC has delegated authority to the System to execute lease agreements for which no state funds will be expended. An Originating Unit desiring to lease space under System delegated authority must work with the System Facilities Planning and Construction Department and Contract Administration for assistance in ensuring compliance with all legal and administrative requirements.

B. Consulting Services Contracts.

1. Contract Administration Review. All Consulting Services contracts must be reviewed and approved by Contract Administration before execution, regardless of contract amount.

2. Funding. This policy applies to Consulting Services contracts that are funded with money: (i) appropriated by the Texas state legislature; (ii) derived from the exercise of the statutory duties of a state agency; or (iii) received from the federal government, unless a federal law or regulation provides otherwise (Texas Government Code §2254.023).

3. Requirements. There are numerous state requirements governing filing of notices to solicit that must be met before and awarding entering into consulting contracts and to process (including contract renewals, amendments and extensions. An originating unit must work with the Office of Contracts Administration and allow sufficient time to complete publication and for such services). These include but are not limited to: obtaining a finding of fact that Consulting Services are necessary and cannot be adequately performed by the agency, university or another state government entity, providing public notice requirements as set forth by Section V.I.7 of the need for Consulting Services and notices to state government agencies related to the Consulting Services Contract. The
Originating Unit must work with the appropriate contracting office and/or Contract Administration to comply with these requirements and timeframes. Failure to comply with these state requirements will render the contracts associated contract(s) void.

Professional Services: “Professional Services” are those services directly related to the professional licensed practices such as accounting, architecture, landscape architecture, land surveying, medicine, optometry, professional engineering, real estate appraisal, or professional nursing. Services provided by professionals outside the scope of their profession, e.g., management consulting services provided by accounting firms, are not considered professional.  

Processing Time. Major Consulting Services Contracts must be submitted to Contract Administration at least forty-five (45) business days prior to the contract’s effective date.

5. Additional Information. For more information about which types of services for the purposes are considered Consulting Services, see the Consultant Contract Guidelines “Explanatory Note” on the State of Texas Governor’s web site at: http://governor.state.tx.us/bpp/guidelines or contact Contract Administration.  

6. Reporting. All Consulting Services contracts exceeding $14,000 must be reported to the LBB in accordance with Section IX(B)(1) of this policy, MAPP.

C. Professional Services Contracts. State law requires that selection and award of contracts for professional services be based on the professional’s demonstrated competence, the professional’s qualifications for the type of services to be performed, and a fair and reasonable price, (which may not exceed any maximum price provided by law) - rather than on the basis of competitive bids (Texas Government Code §2254.003). Failure to comply with these requirements will render the associated contract(s) void. All Professional Services contracts exceeding $14,000 must be reported to the LBB in accordance with Section IX(B)(1) of this MAPP.

3. State Agency Reporting: The university is required by the Legislative Budget Board (LBB) by LBB directive letter dated December 2001 and by law to provide written notice to the LBB not later than the tenth day after the date on which the university enters into all expenditure contracts, if the amount of the contract, including an amendment, modification, renewal, or extension of the contract, exceeds $14,000, including but limited to: (a) contracts for construction projects (Government Code §2166.255); (b) contracts for professional services (Government Code §2254.006), other
than contracts for physician or optometric services; and (c) contracts for consulting services (Government Code 2254.0301).

4. Yearly Report to the Board of Regents: Contracts Administration, in consultation with units reporting to the Associate Vice President for Finance, shall compile a report of all contracts for consulting or professional services, where total compensation from system-wide sources to a single entity exceeded $250,000 during the fiscal year, for submission by the Vice Chancellor for Administration and Finance to the Board of Regents at the first meeting of the next subsequent fiscal year (refer to Board Policy 47.01.4).

D. Revenue-Generating Contracts. All contractual transactions for which revenues will be generated for the university and/or any unit of the university must comply with requirements set forth in this MAPP, including review by the Office of Contracts Administration, the Office of Tax Compliance, and Associate Vice President for Finance or Associate Vice President for Administration, processing by the Office of Contracts Administration and execution by the appropriate university official. Except as otherwise directed by the University, units are authorized to arrange for contractual opportunities with the Tax Department, all contracts that generate revenue for the University, regardless of amount, must be reviewed by Contract Administration, which will notify the University Tax Department about the contract and ensure the contract is executed by the appropriate official. Originating Units are authorized to enter into contracts that generate revenue if the transaction does not create adverse tax implications and is directly related to furthering the University’s educational mission, research, extension, public service, or campus support functions. Questions about potential tax implications of any particular transaction should be directed to the University Tax Department.

E. Contracts for Legal Services: Originating units cannot initiate. All contracts for legal services must be initiated only by the Office of General Counsel and only after receiving approval has been obtained from the Office of the Attorney General for the State of Texas (refer to System Administrative Memorandum 01.D.02, Employment of Outside Legal Counsel).

F. Contracts for Major Information Systems: The university is required by law (Pursuant to Texas Government Code §2054.008), the University must provide written notice to the LBB, not later than the 10th day after the date on which the university enters into a contract for a major information system. A “major information system” includes one or more computers that, in the aggregate, cost more than $100,000; a service related to computers, including computer software, that costs more than $100,000; and a
telecommunications apparatus or device that serves as a voice, data, or video communications network for transmitting, switching, routing, multiplexing, modulating, amplifying, or receiving signals on the network and costs more than $100,000. The Office of Contracts Administration is responsible for providing appropriate written notice to the LBB.

G. Contracts Awarded to Non Resident Bidders: During January and July of each year, the university must file a report accordance with the LBB that identifies each non resident bidder (one who does not maintain a permanently staffed full-time office in Texas and as defined by Texas Government Code, Title 10, Subtitle D, Section 2152.064) to whom the university awarded a contract that has a value of $25,000 or more for the purchase of supplies, materials, services, or equipment during the six calendar months preceding the month in which the report is filed, if the university awarded such a contract during the reporting period. For contracts with a value of $250,000 or more, the university must include an explanation for the need to use a non resident bidder. By the first day of January and July, all originating units must make a report of non-resident bidders awarded contracts during the prior six months to the Office of Contracts Administration, which in turn will make the required report to the LBB on behalf of the university. IX(B)(1) of this MAPP.

H. Contracts for Leased Space: The Office of Contracts Administration compiles and maintains information regarding leased space pertaining to local funds by the university pursuant to delegated authority from the Texas Building and Procurement Commission (TBPC). On a quarterly basis, Contracts Administration updates this information and prepares and submits a report to the Vice Chancellor for Administration and Finance. In turn, the Vice Chancellor for Administration and Finance forwards the report to the TBPC.

I. Texas Electronic Marketplace: The university may post notification on the Texas Electronic Marketplace of procurements for which the agency expects to pay more than $25,000, regardless of the funding source. The Texas Electronic Marketplace can be accessed at G. Research Contracts. Except as limited by the Chancellor’s Delegations of Authority, each the President has, or may delegate, the authority to negotiate, execute and administer all contracts and grants pertaining to Sponsored Research contracts, including externally-funded research contracts, cooperative agreements, joint research projects and similar agreements. The Presidents must report all such contracts to the Board. For more information about contracts related to Sponsored Research, see http://www.texasone.org/home.htmwww.research.uh.edu/OCG/Guide/Post-Award_Section/Service_Contracts.html. A unit that desires to post notification should contact the Office of Contracts Administration for assistance with Texas Electronic Marketplace posting requirements.

J. H. Vendor Identification: The University shall report to the Texas Office of the Comptroller each vendor who is indebted to the State university or
has a tax delinquency. The report must contain required information and be submitted in a manner and frequency required by the Comptroller’s Office. The contracting unit must obtain the needed vendor information, see by accessing the Texas Office of the Comptroller at http://ecpa.cpa.state.tx.us/vendor/tsearch1.html; or by contacting the Office of Contracts the appropriate contracting office and/or Contract Administration.

K. I. Agreements With Other State and Local Government Entities

The university may generally contract with another state agency or other government entity for the acquisition or provision of necessary and authorized services and resources by Interagency Agreement, subject to the requirements of this policy using interagency agreements (Texas Government Code §771), interlocal agreements (Texas Government Code §791) or other appropriate agreements. These agreements may be subject to specific statutory requirements. Assistance may be requested from the Office of Contracts Administration.

V. CONTRACT PREPARATION

A. Necessary Information: In order to prepare documents necessary for a transaction, the originating unit should obtain the following information:

• the name, street address, city, state, of the non-university party;

• the name and title of the person(s) who will sign on behalf of the non-university party, if the party is a corporation;

• the amount that will be paid or received (if a revenue-generating contract) for the goods or services;

• the number of the university cost center from which payments will be made or into which revenues will be deposited;

• a detailed description of goods or services that the university is procuring or providing (if a revenue-generating contract);

• the start date for rendition of services or delivery of goods or the effective date/start date upon which the term of the contract will commence;

• the date on which the services will be completed or the goods will be delivered or the term of the contract will expire; and

• confirmation from the Texas Comptroller that all contracting parties are in good standing with the State of Texas, having no unpaid financial obligations (see Section IV. J.).
B. Contract Cover Sheet (Addendum B): An electronic copy of the Contract Cover Sheet form can be obtained from the College/Division Business Administrator or the Office of Contracts Administration. The originating unit should complete the Contract Cover Sheet, including obtaining all required signatures.

1. Contracting Accounts (Addendum C): If the contract procure professional services or consulting services then the correct account must be included on the Contract Cover Sheet.

2. Amendments: If submitting an amendment to a contract, a Contract Cover Sheet for the amendment must be prepared. The amendment must be accompanied by copies of the original contract (and all addenda) with its Contract Cover Sheet and prior amendments, if any, and with a Contract Cover Sheet submitted for each amendment.

3. Amendment — Authorized Signatories: The authorized representatives of the university and the contractor who signed the original contract must sign the amendment. If, however, the amendment significantly increases the total amount of funds expended by the university, then the next level administrator, in accordance with Addendum A, is the appropriate university signatory.

Standard Contracts: Standard contracts are forms that have been approved as such by the Office of General Counsel pursuant to System Administrative Memorandum 03.A.05, Section 6.2. Such forms are available from the Office of General Counsel or from the Office of Contracts Administration.

0. Use: Review by the Office of General Counsel is unnecessary for a standard contract unless substantive changes have been made in the new agreement. Examples of “non-substantive changes” include changes in the names of the parties, amount of consideration, and the date of entry of the agreement. Substantive changes include the addition of attachments or addenda to a standard agreement or purchase order that contains additional terms and conditions.

Requests for a standard contract designation may be made to the Executive Director for Contract Administration/Associate General Counsel for Contract Compliance.

1. Limitations: Under Section 6.2 of System Administrative Memorandum 03.A.05, unless a contract has been designated as a standard contract by the Office of General Counsel, the contract must be reviewed and approved as to legal form by the Office of General Counsel before
execution. For the purpose of this section, a contract includes but is not limited to any document, which purports to create binding obligations, rights and/or duties between the university or its component entities and any third party. Contracts requiring Office of General Counsel review and approval includes documents entitled: “Agreement,” “Memorandum of Understanding,” “Statement of Intent,” or similar designations. Prior review and approval is also required for any addenda or additions to a standard contract or a standard university purchase order or other similar documents that contain additional terms and conditions that have not been reviewed by the Office of General Counsel.

2. Sponsored Projects: When contracts are generated pursuant to sponsored projects and are funded with sponsored project funds, including line-item appropriated funds, federal funds, or other external funds, the originating unit or program must use Office of Contracts and Grants (OCG) standard contracts and must process these contracts through the OCG, rather than through Contracts Administration.

3. Recurring, Revenue-Generating Services: Certain standard contracts for recurring, revenue-generating services provided by the university that are based on uniform price lists are not processed through Contracts Administration. Rather, the originating unit is responsible for processing the documents and maintaining an executed original of each contract. Examples of recurring, revenue-generating services contracts include those for child care services (Child Care Center), student housing, campus card accounts (Cougar 1Card), and short-term space rental (for example, Cullen Performance Hall, University Hilton, Historically Underutilized Business (“HUBs”), University Center).

4. Small Contracts: Standard Contracts (as defined in this subparagraph C) which are less than $25,000 and not within any of the special contracting requirements set forth in Section IV of this MAPP, are to be administered by the appropriate departmental business personnel in accordance with this MAPP. This category of contracts need not be administered and routed to the Office of Contracts Administration. Each appropriate departmental business personnel must consult with the Office of Contracts Administration to develop and implement a contract numbering system that will provide a unique identification number for each small contract covered under this Section V.C.5.

5. The Business Administrator for the originating unit is responsible for ensuring that the wording in standard contracts has not been altered from that approved by the Office of Contracts Administration/Office of General Counsel. If wording has been altered, the contract must be forwarded to the Office of General Counsel for review and approval as to form.
B. Non-Standard Contracts: Some non-university parties prefer to use their contract for a transaction. If a non-standard contract will be used for a transaction, then the contract will be routed through the Office of Contracts Administration to the Office of General Counsel for review.

C. Description: The contract must contain enough detail so that the respective responsibilities of the parties are clearly delineated.

D. Authorized Signatures: Addendum A lists appropriate signatories for contract types and levels of funds paid or generated.

E. Contract Completion: An originating unit should complete the appropriate contract template by either downloading the electronic file of the template and completing the contract on a word processor or copying the template and typing the information onto the hard copy of the document. Contracts should not contain handwritten information. A contract is a legal document; therefore, only the parties’ signatures should be handwritten.

F. Contract Documents: The completed Contract Cover Sheet, an appropriate number of originals (one for the Office of Contracts Administration and non-university party) must be submitted to the Office of Contracts Administration for processing, with any exhibits or attachments to the contract. The Office of Contracts Administration will forward a copy of the executed contract to the department.

G. Processing Time Frames

1) Processing Time: Contracts should be processed as far in advance as possible before the effective date/start date of the contract or before the start date for rendition of services, delivery of goods, or occupancy of leased space. An originating unit should be cognizant of the time periods required for processing different kinds of contracts. For example, a contract for consulting services as explained in Section V.I.7 must be processed far enough in advance of the effective date/start date of the contract to effect compliance with state rules and regulations, and/or contracts must comply with Chapter 2161 of the Texas Government Code requirements (Chapter-2254).

2) Effective Date/Start Date: The effective date/start date of the contract and/or the start date for rendition of services, for delivery of goods, for occupancy of leased space, or for use of leased equipment should be specified as follows: “upon execution by the authorized representatives of the parties.” In the alternative, the effective date/start date should be no sooner than the date on which all applicable administrative and legal reviews have been completed and signed by all parties prior to commencement of any duties/actions by the parties as stipulated in the contract.
0. Competitive Procurement Requirements: All university contractual procurements, whether for goods and services are subject to Section IV.A.1. of this MAPP. An originating unit must allow sufficient time for submittal and processing of Invitations to Bid (ITB), Request for Proposals (RFP) and Informal Bids by Purchasing to assist with soliciting, receiving, and processing as follows:

a. Invitations to Bid: An originating unit that contemplates issuance of an ITB should anticipate working with the Purchasing Department at least 15 to 30 days prior to the proposed effective date/start date for the resulting contract.

b. Request for Proposal: An originating unit that contemplates issuance of an RFP should begin working with the Purchasing Department at least 60 days prior to the proposed effective date/start date for the resulting contract, if state funds are to be expended, and at least 30 to 60 days prior to the proposed effective date/start date for the resulting contract, if the procurement will be obtained with local funds.

c. Informal Bids: In circumstances where an ITB or RFP are not required, the originating unit should anticipate working with the Purchasing Department at least one week prior to the proposed effective date/start date for the resulting contract.

The Office of Contracts Administration should review all ITB and RFPs for compliance prior to the university’s release.

4) (refer to Board of Regents Approval: Contracts requiring Board of Regents’ approval, as specified in Section III.K. and Addendum A of this document, must be submitted for processing to the Office of Contracts Administration and to the Vice Chancellor for Administration and Finance a minimum of 60 calendar days prior to the date of the Board meeting at which approval will be sought. Policy 55.04 and System Administrative Memorandum 03.B.02 for more information).

5) Standard Contracts: All standard contracts should be submitted for processing to the appropriate contracting office at least 10 business days prior to the effective date/start date of the contract (see Section V.C.).

6) Non-Standard Contracts: All non-standard contracts should be submitted for processing to the appropriate contracting office at least 15 business days prior to the effective date/start date. The additional time is needed for legal review.

7) Contracts for Consulting Services: Contracts for consulting services for which payment of more than $15,000 will be made, in whole or in part, from state or federal funds must be submitted to the Office of Contracts Administration at least 30 business days prior to
the effective date/start date. The additional time is needed to effect compliance with state law.

VI. PAYMENT

Payment on Contracts:

A. Contract Number: Payments must be initiated by an originating unit on a purchase voucher sent to Accounts Payable. The appropriate account(s) (Addendum C) must be used, and the authorized signatory for the originating unit must approve the purchase voucher. The “contract number” is defined as the number issued by the Office of Contracts Administration or the originating unit, as applicable (see Section V.C.5.). The contract number must be typed in the reference number field on all vouchers submitted and all payments tendered to a vendor/contractor.

B. Completion, Submittal of Documentation: The originating unit is responsible for attaching all pertinent documents and providing all required information on the purchase voucher submitted to the Accounts Payable Department.

C. Payment or Reimbursement for Contractor’s Travel Related Expenses: Airfare is the only travel related expense that can be billed to the university without a contract by completing a travel request as set forth by university Manual of Administrative Policies and Procedures 04.02.01A or 04.02.01B.

VII. Audit Clause. All revenue generating contracts and all contracts where payment by the University is contingent upon records processed and maintained by another party to the contract must contain an audit clause. This clause must give the University the right to access and audit any and all documents pertaining to the contractual relationship held by any party to the contract.

IX. CONTRACT REPORTING REQUIREMENTS

A. Yearly Report to the Board (Consulting Services and Professional Services). Pursuant to Board Policy 55.01.4, the Executive Vice Chancellor for Administration and Finance shall compile a report of all contracts for Consulting Services or Professional Services, where total compensation from System-wide sources to a single entity or individual exceeds $250,000 during the fiscal year, for submission to the Board at the first meeting of the next subsequent fiscal year.

B. State Agency Reporting.

1. The University is required to provide written notice to the LBB not later than the tenth (10th) day after the University enters into certain expense
contracts, if the amount of the contract, including an amendment, modification, renewal or extension of the contract, exceeds $14,000. This includes, but is not limited to: (a) contracts for construction projects (Texas Government Code §2166.2551); (b) contracts for Professional Services other than contracts for physician or optometric services (Texas Government Code §2254.006); (c) contracts for Consulting Services (Texas Government Code §2254.0301); and (d) contracts for Major Information Systems (Texas Government Code §2054.008).

2. Before October 1 of each fiscal year, the University is required to provide written notice to the LBB of: (i) each contract for the purchase or sale of goods or services with a value of over $50,000 to which the University was a party during the prior fiscal year - except purchase orders, interagency contracts, contracts paid with funds not appropriated by the Texas General Appropriations Act or contracts already reported to the LBB; and (ii) each contract, or series of contracts, between the University and a single entity or individual for the purchase or sale of goods or services with a value of over $500,000 to which the University was a party during the prior fiscal year – except contracts already reported to the LBB.

3. Pursuant to delegated authority from the TFC, Contract Administration compiles and maintains information regarding space leased by the University. On a calendar year quarterly basis, the Originating Unit shall provide Contract Administration a summary of such unit’s active and expired leases for the preceding three month period.

X. REVIEW AND RESPONSIBILITY

Responsible Party: Associate Vice Executive Director for Contract Administration

Review: Every three years, on or before September - March 1

VIHXI. APPROVAL

John M. Rudley
Vice President for AdministrationLegal Affairs and FinanceGeneral Counsel

Arthur K. Smith
President

Date of President’s Approval: November 5, 2002
IX. REFERENCES

Index Terms:

- Appropriated funds
- Bid
- Consultant
- Contracting office
- Contracts Administration Department
- Contractual instrument
- Contract
- Delegated authority
- Execution
- Interagency agreement
- Invitations to bid (ITB)
- Lease
- Letter of intent
- Memorandum of understanding
- Non-standard contract
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- Professional services
- Request for proposal (RFP)
- Revenue-generating
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- Start date
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- Delegated Signatory Authority
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  Addendum C - Accounts for Use With Professional and Consulting Service Contracts
  Addendum D - Contract Processing Flowchart
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