

UNIVERSITY of HOUSTON
MANUAL OF ADMINISTRATIVE POLICIES AND PROCEDURES

SECTION: Procurement
AREA: Contract Administration

Number: 04.04.01A

SUBJECT: Contracting – General (Interim [2](#))

I. PURPOSE AND SCOPE

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 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 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 ([OCA](#)).

This document was created to comply with Board of Regents [Policy 55.01](#), [Policy 53.04](#), -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.

II. POLICY

- A. No person has the authority to bind the university contractually, except in accordance with this policy.
- B. All contracts shall have all applicable administrative and legal reviews completed and be signed by all parties 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 the same manner as the original contract. A copy of the original contract ~~should~~[must](#) be included with the amendment, change, extension or renewal at the time the documents are processed for approval. [In instances where the original contract was](#)

approved by the Board and the aggregate revised contract amount does not exceed 25% of the original contract, the President is authorized to execute the amendment, change, extension, or renewal without further action from the Board. In instances where the original contract was not approved by the Board and the aggregate revised contract amount will exceed \$1,000,000, the Board must approve the amendment, change, extension, or renewal.

III. GENERAL PROVISIONS

- A. Originating Unit Responsibilities: The originating unit assumes primary responsibility for a contract, from inception to completion of the transaction. 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. With regard to real estate matters, the Office of Real Estate Services (ORES) is the originating unit and is solely responsible for submitting real estate contracts to OCA. Departments of the university must work with ORES on real estate matters. ~~The Office of Contracts Administration~~OCA will provide needed assistance as requested.
- B. College/Division Business Administrator Responsibilities: The College/Division Business Administrator supporting the originating unit must:
1. Review the contractual documents for business terms, accuracy, appropriateness, availability of funds, and compliance with university policy.
 2. Certify approval of the contractual documents and transaction by signing the Contract Cover Sheet.
 3. Work with the originating unit to obtaining any documents referenced in the contract, such as proof of insurance, exhibits, or attachments, and forward copies with contracts to the Office of Contracts AdministrationOCA.
 4. 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.
 5. Report all contracts with a dollar amount exceeding \$0.00 which are executed on or after September 1, 2015, whether reviewed by OCA or not, in the manner required by the Division of Administration and Finance for purposes of listing on the university's web site.
- C. Office of Contracts Administration (OCA): ~~The Office of Contracts Administration~~OCA 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 Legislative Budget Board (LBB) and other required state reporting offices within the specified time frame.

- D. Office of General Counsel (OGC): The OGC, with the assistance of ~~the Executive Director for Contracts Administration/Associate General Counsel for Contract Compliance~~OCA 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~~OCA for legal review, recommendations, and/or revisions. The OGC may prepare and designate certain contracts as “standard” whereby further OGC review and approval as to form ~~is may not be~~ necessary, so long as the standard form of agreements have not been altered ~~and other policies related to standard contracts are followed~~.
- E. Legal Review: Board [Policy 55.01](#) 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.
- F. Duration: The duration of any contractual transaction cannot be specified in a contractual instrument to extend beyond a cumulative period of five consecutive years, including renewal terms. The official with delegated authority must approve exceptions to this time period in writing.
- G. 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.
- H. 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 55.04](#) and System Administrative Memorandum [03.B.02](#)).
- I. Record Retention: ~~The Office of Contracts Administration and e~~Each contracting party, ~~including the originating unit, should~~ retain one ~~fully~~ executed ~~original copy of the contract~~ in their respective files. ~~The originating unit retains a~~ ~~copy of the contract prior to execution, in accordance with this policy, the originating unit shall forward an electronic~~ copy of the ~~fully~~ executed contract ~~in its file~~ to OCA immediately ~~after contract execution~~.
- J. 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.
- K. Contracts Requiring Board Approval: Board approval must be obtained in an open meeting for ~~contracts described in Board Policy 55.01.1, including~~ the following contracts: ~~(refer to Board Policy 55.01.1):~~
1. Contracts for the purchase, gift or acquisition of real property;
 2. Contracts for the sale, or conveyance of any ~~rights interests~~ in real property, ~~if the value of the property is more than \$300,000~~ ~~expressly excluded are utility easements to serve one or more component universities;~~
 3. Real Estate leases, lease renewals and extensions, ~~whether as lessor or lessee, if the obligation of the lease is equal to or greater than the submittal threshold requiring Texas Higher Education Coordination Board action~~ ~~\$1,000,000;~~

4. Oil and gas leases with an expected bonus exceeding \$100,000;
45. Banking ~~and investment~~ agreements;
56. Any single procurement or revenue contract for ~~any construction~~, equipment, goods, and/or services, not specified above, that is expected to exceed \$1,000,000-million;
7. Any extension, modification, or renewal of an existing contract that would cause the revised aggregate contract amount to exceed \$1,000,000 or that increases the value of a contract previously approved by the Board by over 25%;
68. Any series of contracts that are initiated in the same ~~unit 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
79. Any other contract the Board might designate as having significant importance to require Board approval.
810. The Board holds four regularly scheduled meetings per year. The current meetings schedule can be accessed at <http://www.uhsystem.edu/board-of-regents/mtg-calendar/index.php>. ~~With the exception of Division of Research and Intellectual Property~~ contracts, in order to submit a contract for Board approval, each submitter must send the contract with an accompanying, completed 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. Furthermore, the following additional criteria shall be considered in determining best value: a vendor proposal must meet the requirements of the university's solicitation document; and a vendor proposal that is non-responsive to the criteria set forth in the university's solicitation document shall be rejected.

Recommendation for Award Form (Addendum EC): Regardless of the source of funds or whether a contract is a revenue or expense contract, all ~~all~~ contracts must be submitted for processing with a completed Recommendation for Award form showing the basis by which an award is recommended, and the reasons for entering into the contract. The Recommendation for Award form must provide information pertinent to all of the following: which procurement method was 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.

- B. Lease of Space by a University Unit: The Chancellor must approve all leases, regardless of the source of funding.

~~1. Local Funds: The Texas Building and Procurement Commission (TBPC), formerly 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 ORES and OCA the Facilities Planning and Construction Department and Office of Contracts Administration at least four six months 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. With respect to the foregoing, an originating unit must confirm the source of funds before submission of the lease.~~

~~2. 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.~~

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

1. Consulting Services: “Consulting Service” is the ~~practice-service~~ 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.

There are numerous state requirements governing filing of notices to solicit and award consulting contracts and to process renewals, amendments and extensions. An originating unit must work with ~~the Office of Contracts Administration~~the OCA and allow sufficient time to complete publication and notice requirements as set forth by Section V.I.7. Failure to comply with these requirements will render the contracts void.

2. 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 services for the purposes of this policy.

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, rather than on the basis of competitive bids.

3. State Agency Reporting: The university is required by the Legislative Budget Board (LBB) by ~~LBB~~ directive letter dated ~~December 2004~~ August 2014 and by law to provide written notice to the LBB not later than the tenth day after the date on which the component enters into 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 §2166.2525); (b) contracts for professional services (Government Code §2254.006), other than contracts for physician or optometric services, valued at over \$14,000, including an amendment, modification, renewal, or extension of the contract (Government Code §2254.006). Furthermore, the university is required to provide written notice to the Texas Secretary of State for publication in the Texas Register of the university's intent to enter into a major consulting services (Government Code contract, defined as a consulting service agreement exceeding \$25,000 for an institution of higher education, not later than thirty days before the university will enter into that contract. The notice must include a finding by the President that consulting services are necessary, an explanation of that finding, and information about how prospective consultants can submit offers for consulting services for this contract (see Government Code 2254.028 and 2254.029 for details). In addition, not later than twenty days after entering into a major consulting services contract, the component university must publish specific information about the consulting contract in the Texas Register (see §2254.0301 Government Code 2254.030 for details). Also, the university is required by law to provide written notice to the LBB not later than the tenth day after the date on which the university enters into contracts for construction projects valued at over \$14,000, including an amendment, modification, renewal, or extension of the contract (Government Code §2166.2551).; and (c) contracts for consulting services (Government Code §2254.0301).
 4. Yearly Report to the Board of Regents: Contracts Administration OCA, 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 ~~Executive~~ 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 55.01.4).
- 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 OCA, the Office of Tax Compliance (to determine if unrelated business income might be affected and review by such office should occur prior to submission of the contract to OCA), ~~and~~ Associate Vice President for Finance or Associate Vice President for Administration, and processing by the Office of Contracts Administration OCA and execution by the appropriate university official. University units are authorized to arrange for contractual opportunities that generate revenue, if the transaction is directly related to furthering the university's educational, research, extension, public service, or campus support functions. The originating unit is responsible for reporting all revenue and related expense information to the Office of Tax Compliance.

- E. Contracts for Legal Services: Originating units cannot initiate contracts for legal services. All contracts for legal services are initiated only by the Office of General Counsel and only after approval has been obtained from the Office of the Attorney General for the State of Texas (refer to SAM 01.D.02, Employment of Outside Legal Counsel).
- F. Contracts for Major Information Systems: The university is required by law (Government Code §2054.008) to provide written notice to the LBB, not later than the 40th-tenth 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 \$1,000,000; a service related to computers, including computer software, that costs more than \$1,000,000; 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 \$1,000,000.~~ The Office of Contracts Administration Information Technology 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 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.~~
- HG. 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 Facilities Commission (TBPCTFC). On a quarterly-yearly basis, Contracts Administration updates this information and prepares and submits a report to the Executive Vice Chancellor for Administration and Finance. In turn, the Executive Vice Chancellor for Administration and Finance forwards the report to the TBPCTFC.
- H. Texas Electronic Marketplace State Business Daily (ESBD): The university ~~may will~~ post notification on the Texas Electronic Marketplace ESBD of formal procurement solicitations for which the agency expects to pay more than \$25,000, ~~regardless of the funding source when any non-federal funds will be used to pay for the contract, and more than \$150,000 when only federal funds will be used to pay for the contract.~~ The Texas Electronic Marketplace ESBD can be accessed at http://esbd.cpa.state.tx.us. http://www.window.state.tx.us/procurement/. A unit that desires to post notification should contact the Office of Contracts Administration university’s Purchasing Department for assistance with Texas Electronic Marketplace ESBD posting requirements.
- J. Vendor Identification: The University shall report to the Texas Office of the Comptroller each vendor who is indebted to the State or has a tax delinquency. The report must contain information and be submitted in a manner and frequency required by the Comptroller’s Office. The contracting unit must obtain the needed vendor information by accessing the Texas Office of the Comptroller at http://www.window.state.tx.us/procurement/; or by contacting the Office of Contracts Administration Accounts Payable Department.

KJ. Agreements With Other State and Local Government Entities: The university may contract with another state agency for the provision of necessary and authorized services and resources by Interagency Agreement, subject to the requirements of this policy. Assistance may be requested from the ~~Office of Contracts Administration~~OCA.

V. CONTRACT PREPARATION

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

- the name, street address, city, state, e-mail address and phone number 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 and account code 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.)~~when local (non-state) funds will be used to pay the contractor.

B. Contract Cover Sheet (Addendum B): An electronic copy of the Contract Cover Sheet form ~~can~~should be obtained from the ~~College/Division Business Administrator or the Office of Contracts Administration~~OCA web site. The originating unit should complete the Contract Cover Sheet, including obtaining all required signatures.

1. Contracting Accounts (Addendum C): If the contract procures 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 (or their designees) 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.

- C. Standard Contracts: Standard contracts are forms that have been approved as such by the ~~Office of General Counsel~~OGC pursuant to System Administrative Memorandum 03.A.05, Section 6.2. Such forms are available from the ~~Office of General Counsel~~OGC or from the ~~Office of Contracts Administration~~OCA.
1. Use: Review by the ~~Office of General Counsel~~OGC is unnecessary for a standard contract unless substantive changes have been made in the new agreement, or if the value of the contract, including any amendments thereto, exceeds \$25,000. 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 or deletion of provisions in a standard agreement or purchase order, or additions of attachments or addenda to a standard agreement or purchase order that contains additional terms and conditions.

Requests for a standard contract designation ~~may~~must be made to the ~~Executive Director for Contract Administration/Associate General Counsel for Contract Compliance~~OCA.
 2. 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~~OCA, the contract must be reviewed and approved as to legal form by the ~~Office of General Counsel~~OCA 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~~OCA 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~~OCA.
 3. 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 the Division of Research's Office of Contracts and Grants (OCG) standard contracts and must process these contracts through the OCG, rather than through ~~Contracts Administration~~OCA.
 4. 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~~OCA. 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 underwriting at Houston Public Media that is under \$25,000, child care services (Child Care Center), student housing, campus card accounts (Cougar 1 Card), and short-term space rental (for example, Cullen Performance Hall, University Hilton, Student Center).
 5. Small Contracts: Standard Contracts (as defined in this subparagraph C) which are less than \$25,000, including any amendments thereto, 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.5OCA.~~

6. The Business Administrator for the originating unit is solely 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~~OCA/OGC. If wording has been altered, the contract must be forwarded to the ~~Office of General Counsel~~OGC for review and approval as to form.
- D. 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~~OCA to the ~~Office of General Counsel~~OGC for review.
- E. Description: The contract must contain enough detail so that the respective responsibilities of the parties are clearly delineated.
- F. Authorized Signatures: Addendum A lists appropriate signatories for contract types and levels of funds paid or generated.
- G. Contract Completion: An originating unit should complete the appropriate contract template by ~~either~~ downloading the current 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.
- H. 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~~OCA for processing, with any exhibits or attachments to the contract. The ~~Office of Contracts Administration~~OCA will forward a copy of the ~~executed-executable~~ contract to the ~~department~~originating unit.
- I. Late Justifications: The originating unit, if submitting a contract to OCA after the planned start or effective date, must provide written justification for such late submission, in form and substance acceptable to OCA.
- J. Insurance Provisions: The originating unit must confirm all insurance provisions with the Office of Risk Management prior to submitting a contract to OCA, unless such provisions are unmodified standard insurance provisions in a standard contract.
- K. 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 Texas Government Code requirements (Chapter 2254). Rush requests for contract review must be sent in writing to OCA with a

justification for such rush based on external objective business factors, and OCA shall consider but is not obligated to grant such requests.

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 with a specific effective date (which is the preferred method), or 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.
3. Competitive Procurement Requirements: All university contractual procurements, whether for goods and services are subject to Section IV.A.4. of this MAPP. Consults MAPP 04.01.01 or the Purchasing Department to select the appropriate procurement method based on the expected dollar value of the contract, type of contract, and type of funds used to pay for the contract. An originating unit must allow sufficient time for submittal and processing of Invitations to Bid (ITB), Request for Proposals (RFP) and Informal Bid solicitations by Purchasing to assist with soliciting, receiving, and processing as follows:
 - a. Invitations to Bid (ITB): ITBs are posted on the ESDB for a minimum of 14 calendar days before bids are due to the Purchasing Department. ITBs are issued for well-defined goods, but may include ancillary services such as installation of training. Vendor selection is based on the lowest bidder. 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 to allow sufficient time to develop specifications for the ITB, post the ITB on the ESDB, review bids to determine which were responsive (i.e., met the requirements of the ITB), and execute a contract with the lowest responsive bidder. ITBs do not permit negotiation with the selected vendor.
 - b. Request for Proposal (RFP): RFPs are posted on the ESDB for a minimum of 21 calendar days but may be posted for 30 calendar days or longer for complex solicitations that require additional time to prepare a response. RFPs are issued for consulting, construction, and other contracts where services are a major component of the resulting contract, though RFPs may include goods as well. Vendor selection involves a committee that evaluates responsive vendor proposals using the criteria in the RFP. An originating unit that contemplates issuance of an RFP should begin working with the Purchasing Department at least 60-120 days prior to the proposed effective date/start date for the resulting contract in order to have sufficient time to develop the requirements of the RFP, post the RFP on the ESDB, review proposals to determine which are responsive (i.e., have met all requirements of the RFP), evaluate and rank responses, conduct vendor interviews, if state funds are to be expended, and needed, re-evaluate and re-rank responses after interviews, if needed, and negotiate and execute a contract with the selected vendor., 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. Request for Offers (RFO): RFOs are just like RFPs as far as the posting period on the ESD and vendor selection process, except RFOs are specifically for information technology contracts, including hardware, software, and/or services. Departments anticipating issuance of a RFO should begin working with Purchasing at least 120 days prior to the proposed effective date/start date for the resulting contract.
- d. Request for Qualifications (RFQ): RFQs are issued for specialized services, including professional services, and include a scope of work to be performed. Vendor selection is based on the qualifications of the respondents for the type of work needed. Once the most qualified respondent is chosen by the selection committee, the university attempts to negotiate a contract with that vendor at a fair price. If unable to contract with that vendor, the university breaks off negotiations with that vendor and may attempt to contract with the next highest ranked vendor. The posting period on the ESD and vendor selection process are the same as the RFP, except price is not considered during vendor selection. Departments anticipating issuance of a RFQ should begin working with Purchasing at least 120 days prior to the proposed effective date/start date for the resulting contract.
- e. Informal Bids: Informal bids are quotes from vendors in response to an emailed request for bids. Informal bids are required when the expected contract requires competition but does not require a formal solicitation process (see MAPP 04.01.01 for requirements) and may be obtained by the originating unit or the Purchasing Department. However, the Purchasing Department may verify bids obtained by the department or request additional bids at its discretion. If informal bids will be obtained, the originating unit should submit a purchase requisition to Purchasing Department at least 15 days prior to the proposed effective date/state date for the resulting contract. Any quotes obtained by the department should be attached to the requisition. 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.
- e.f. Sole Source: If only one vendor can provide the good or service needed and competition is not possible, a sole source justification form must be completed by the originating unit and sent to Purchasing for approval. If the Purchasing Department approves, a contract can be issued to the vendor without competition. If the Purchasing Department does not approve, Purchasing will conduct the appropriate solicitation process to verify no other vendors can provide the good or service.

The Office of Contracts Administration OCA should review all ITB, RFPs, RFOs, and RFQs and RFPs for compliance prior to the university's release for matters that require Board of Regents' approval or relate to the construction or demolition of any structures on university property.

- 4. 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 OCA and to the Executive 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.

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 \$125,000 will be made, in whole or in part, from state or federal funds must be submitted to the Office of Contracts Administration OCA at least 30-60 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 and Dates: Payments must be initiated by an originating unit on a purchase-PO voucher sent to Accounts Payable. The PO voucher makes payment against the purchasing order used to encumber the contract. The appropriate account(s) (Addendum C) must be used, and the authorized signatory voucher approver for the originating unit must approve the purchase-PO voucher. The “contract number” is defined as the number issued by the Office of Contracts Administration OCA or the originating unit, as applicable (see Section V.C.5.). The contract number and contract start and end dates must be typed in the reference number PO Comments field on all vouchers submitted and all payments tendered to a vendor/contractor of the PO, which is linked to the PO voucher.
- B. Completion, Submittal of Documentation: The originating unit is responsible for attaching all pertinent documents and providing all required information on the purchase-PO voucher submitted to the Accounts Payable Department.
- C. Payment or Reimbursement for Contractor’s Travel-Related Expenses: Airfare is the Contractor expenses may only travel related expense that can be billed to directly paid by the university without aor reimbursed to the contractor if the contract by completing a travel request as set forth by university Manual of Administrative Policies and Procedures (MAPP) 04.02.01A or 04.02.01B permits the payment or reimbursement of expenses. The contract must indicate the maximum amount of expenses that can be paid or reimbursed. All expenses must be supported by detailed receipts or invoices.

VII. REVIEW AND RESPONSIBILITY

Responsible Parties: Associate Vice President for Administration

Associate Vice President for Finance

Review: Every three years on or before September 1

VIII. APPROVAL

Carl Carlucci
~~Executive-Interim~~ Vice President for Administration and Finance

Renu Khator
 President

Date of President's Approval: April 9, 2015

REVISION LOG

Revision Number	Approved Date	Description of Changes
1	05/03/1994	Initial edition (Originally a Policy and a Procedure)
2	07/19/1996	Applied revised redlines per current documentation standards (originally a Policy and a Procedure)
3	11/05/2002	Combined policy and procedure into one document. Drafted SAM 03.A.05 to address system-related contracts. Added MAPP revised template. Revised contents to reflect current operating requirements; revised Addendums to reflect current documentation
Interim	04/09/2015	Applied revised MAPP template and added new Revision Log. Corrected links and board policy references as needed. Changed Vice President for Administration and Finance to Executive Vice President for Administration and Finance as needed in text. In Section IV.A, added criteria for determining “best value” in contract decisions. Removed Section IX, Index Terms. This MAPP will be part of the Quarter 1, FY 2016 review cycle to remove Interim designation, with all appropriate updates to the contents to meet current operating requirements
<u>Interim 2</u>	<u>TBD</u>	<u>Interim 2 release due to Texas Legislature changes to contracting by state entities. Abbreviated Office of Contract Administration to OCA, and Office of General Counsel to OGC throughout text. Added rule of revised contract amount not exceeding 25% of total amount does not need to go to Board of Regents in Section II.D; however, if revised contract amount exceeds \$1,000,000, then Board of Regents must approve the amendment, change, extension or renewal. Added Office of Real Estate Services (ORES) to Section III.A as originating unit for real estate contracts. Included Section III.B.5 to report all contracts exceeding \$0.00 to an applicable web site after September 1, 2015. Removed “Intellectual Property” from Division of Research throughout text. Added process of forwarding an</u>

		<p>electronic copy of the contract to OCA after contract execution in Section III.I. Indicated exclusion for utility easements to Section III.K.2. Added threshold of \$1,000,000 for real estate leases to Section III.K.3. Added Section III.K.4 on oil and gas leases with a bonus exceeding \$100,000, and added Section III.K.7 on Board of Regents review for contracts over \$1,000,000 or increases the value of contract by 25%. Revised Section IV.B, removing state and local funds, and added Office of Real Estate Services to process of creating contracts for leased space, adding a parameter of six (6) months to begin work on the contract. Updated Section IV.C.3 to post contract information on the Texas Register, without other requirements by the LBB. Added Office of Tax Department to Section IV.D on revenue generating contracts. Removed original Section IV.G. Updated requirement to report to Administration and Finance yearly for leased space contracts in Section IV.G. Updated Section IV.H reference Electronic State Business Daily (ESBD) instead of Texas Electronic Marketplace. Changed contact for vendor identification to the Accounts Payable Department in Section IV.I. Added e-mail address, phone number, and account code to necessary requirements for contracts to Section V.A. Changed parameter for review by OGC to contracts with value exceeding \$25,000 to Section V.C.1. Added underwriting at Houston Public Media that is under \$25,000 to recurring revenue-generating services in Section V.C.4. Changed requirement for contact completion to electronic submission in Section V.G. Added Late Justifications and Insurance Provisions to Section V.I and Section V.J. Updated Invitation to Bid, Request For Proposal, Request for Offers, Request for Qualifications, Informal Bids, and Sole Source in Section V.K.3; the OCA reviews all ITBs, RFPs, RFOs, and RFQs for compliance. Updated Section VI.A and Section VI.C for PO Vouchers and contractor expenses. Added Associate Vice President for Finance to responsible parties. Added Addendum A for Delegated Signature Authority, Addendum B for Contract Coversheet, and Addendum C for Recommendation for Award as links; removed original Addendum A through Addendum E.</p>
--	--	---

Addendum A

Delegated Signatory Authority

Contracts and dollar amounts referenced in this Addendum A are applicable to all contractual instruments, including but not limited to contractual documents, terms and conditions, leases, letters of agreement, letters of intent, memoranda of understanding, interagency or intercampus agreements, and any other instrument that is executed by an individual on behalf of the University of Houston (UH) and/or any unit of the university (collectively, "the university") and/or to which the university is a party or signatory in any capacity, regardless of funding source, amount of funds expended or generated, and whether or not remuneration, monetary or in-kind, is involved.

The Chancellor of the University of Houston System/President of the University of Houston delegates signatory authority for contracts to certain university officials, as indicated in this Addendum A.

For certain contractual transactions (see Board Policy 55.01.01 or SAM 03.A.05), Board of Regents' approval must be obtained and/or compliance must be effected with applicable state law and regulation prior to execution of the contract by the university official with delegated signatory authority.

Vice Presidents may delegate signatory authority within their respective areas of responsibility. This delegation must be in writing to the appropriate university personnel and on file with the Office of Contracts Administration. The attached form of delegation memoranda must be used for this purpose.

Signature Authority Levels

Type of Contract	Less than \$5,000	\$5,000 to less than \$25,000	\$25,000 to less than \$300,000	\$300,000 to less than \$1,000,000	\$1,000,000 or more (Requires approval of Reg Appr)
Academic Affairs Division					
Interuniversity, interagency, intercampus abroad, or other contracts re the placement or exchange of students, faculty, curricula, facilities, which are general provide educational opportu	SVPAA and Prov	SVPAA and Prov	SVPAA and Prov	SVPAA and Prov	Chancellor
Blaffer Gallery contracts:	SVPAA and Prov	SVPAA and Prov	SVPAA and Prov	SVPAA and Prov	Chancellor
Arte Público Press contracts:	SVPAA and Prov	SVPAA and Prov	SVPAA and Prov	SVPAA and Prov	Chancellor
Administration and Finance Division					
Contracts for the purchase, sale, or conveyance of real property, which include conveyance of any right in real property:	Chancellor, following approval of Reg	Chancellor, following approval of Reg	Chancellor, following approval of Reg	Chancellor, following approval of Reg	Chancellor
Real-estate leases, lease renewal and extensions, whether as lessor or lessee (excluding those with a threshold requiring Texas Higher Education Coordinating Board approval):	Chancellor	Chancellor	Chancellor	Chancellor	Chancellor
Banking and investment contracts	Chancellor, following approval of Reg	Chancellor, following approval of Reg	Chancellor, following approval of Reg	Chancellor, following approval of Reg	Chancellor
Student tuition, student loan, and collection contracts:	EVPAF	EVPAF	EVPAF	President	Chancellor

Addendum A (Page 2)

Signature Authority Levels

Type of Contract	Less than \$5,000	\$5,000 to less than \$25,000	\$25,000 to less than \$300,000	\$300,000 to less than \$1,000,000	\$1,000,000 or more (Requires Board of Reg Approval)
Administration and Finance – continue					
Contracts originated by FP&C for A/E services, renovations or new construction excluding change orders	EVPAF	EVPAF	EVPAF	President	Chancellor (does not require Board of Reg approval)
Change orders originated by FP&C when change does not cause the project to exceed the approved budget	EVPAF	EVPAF	EVPAF	EVPAF	Chancellor (does not require Board of Reg approval)
Change orders originated by FP&C when change causes the project to exceed the approved budget and is less than the Coordinating Board's allowed percent variance:	EVPAF	EVPAF	EVPAF	President	Chancellor (does not require Board of Reg approval)
Change orders originated by FP&C when change causes the project to exceed the approved budget and is more than the Coordinating Board's allowed percent variance:	Chancellor, following Board of Reg approval	Chancellor, following Board of Reg approval	Chancellor, following Board of Reg approval	Chancellor, following Board of Reg approval	Chancellor
Information Technology Division					
Contracts for hardware and/or software consulting and/or development information systems, software licensing, or information technology any document transmitting information resources to the University as a gift; or documents transmitting any information-related procurement of information resources submitted to the Board of Reg	Appropriate division department person deleg authority the VP/Dept head	Appropriate division department person deleg authority the VP/Dept head	VPIT	President	Chancellor
President's Division					
Financial aid contracts for student athletics	Director, Athletics VP/PAF	Director, Athletics VP/PAF	Director, Athletics VP/PAF	N/A	N/A
Coach contracts:	Director, Athletics President	Director, Athletics President	Director, Athletics President	Director, Athletics President	Director, Athletics President
Athletics contracts and agreements that specified elsewhere:	EVPAF	EVPAF	EVPAF	President	Chancellor
Research Division					
Refer to MAPP 04.04.01B					
Student Affairs Division					
Contracts to administer standardized education and professional certification	VPSA	VPSA	VPSA	President	Chancellor
Child Care Center contracts for routine services:	VPSA	VPSA	N/A	N/A	N/A
Residential Life and Housing contracts as standard contracts by the General Counsel:	VPSA	VPSA	VPSA	President	Chancellor

Addendum A (Page 3)

Signature Authority Levels

Type of Contract	Less than \$5,000	\$5,000 to less than \$25,000	\$25,000 to less than \$300,000	\$300,000 to less than \$1,000,000	\$1,000,000 or more (Requires Board of Regents Approval)
Other Types of Contracts					
T. Contracts pertaining to Residential Life and Housing and the University Center for less than \$50,000 that relate to minor maintenance, repair and renovation. All other contracts, including those that involve new construction and/or architectural services will be delegated to Administration and Finance as indicated above.	VPSA	VPSA	VPSA (not to exceed \$50,000)	N/A	N/A
U. Contracts where the university is the recipient of revenue:	EVPAF;	EVPAF; Academic Affairs Division: -SVPAA and Provost Other divisions: -Appropriate Vice President	EVPAF; Appropriate Vice President	President	Chancellor (does not require Board of Regents approval)
V. Contracts for the use of university facilities or space (pursuant to System Administrative Memorandum 01.B.06 Facilities Reservation and Rental, and MAPP 00.03.01 – Reservation and rental of university facilities):	Vice President responsible for space/facility for which use is requested	Vice President responsible for space/facility for which use is requested	Vice President responsible for space/facility for which use is requested; Athletics Director (for Athletics Facility)	President	Chancellor (does not require Board of Regents approval)

Addendum A (Page 4)



UNIVERSITY OF HOUSTON SYSTEM
University of Houston

To: (Appropriate University employee within area of responsibility)

From: (Appropriate Vice President)

Date:

Subject: ~~Contract Manual of Administrative Policies and Procedures 04.04.01A – Delegated Signature Authority~~

Cc: ~~Office of Contracts Administration~~

~~In accordance with Addendum A to the above section of the Manual of Administrative Policies and Procedures, signature authority is hereby delegated to you for the following contracts and amounts:~~

Type of Contract	Less than \$5,000	\$5,000 to less than \$25,000	\$25,000 to less than \$300,000
<u>Academic Affairs Division</u>			
A. Interuniversity, interagency, intercampus, study-abroad, or other contracts related to the placement or exchange of students, faculty, curricula, or facilities, which are generated to provide educational opportunities:			
B. Blaffer Gallery contracts:			
C. Arte Público Press contracts:			
<u>Administration and Finance Division</u>			
D. Contracts for the purchase, sale, or conveyance of real property, which include the conveyance of any rights in real property:	Chancellor, following Board of Regents approval	Chancellor, following Board of Regents approval	Chancellor, following Board of Regents approval
E. Real estate leases, lease renewals and extensions, whether as lessor or lessee:	Chancellor	Chancellor	Chancellor
F. Banking and investment contracts:	Chancellor, following Board	Chancellor, following Board	Chancellor, following Board

	of Regent s approv al	of Regent s approv al	of Regent s approv al
G. Student tuition, student loan, and collection contracts:			

Addendum A (Page 5)

Type of Contract	Less than \$5,000	\$5,000 to less than \$25,000	\$25,000 to less than \$300,000
Administration and Finance – continued			
H. Contracts originated by FP&C for A/E services, renovations or new construction, excluding change orders:			
I. Change orders originated by FP&C where the change does not cause the project to exceed the approved budget:			
J. Change orders originated by FP&C where the change causes the project to exceed the approved budget and is less than the Coordinating Board's allowed 10-percent variance:			
K. Change orders originated by FP&C where the change causes the project to exceed the approved budget and is more than the Coordinating Board's allowed 10-percent variance:	Chancellor, followin g Board of Regent s approv al	Chancellor, followin g Board of Regent s approv al	Chancellor, followin g Board of Regent s approv al
Information Technology Division			
L. Contracts for hardware and/or software, consulting and/or development of information systems, software licensing, or information technology; any document transmitting information resources to the University as a loan or a gift; or documents transmitting any information related to procurement of information resources submitted to the Board of Regents:			
President's Division			
M. Financial aid contracts for student athletes:			
N. Coach contracts:			

- O. Athletics contracts and agreements that are not specified elsewhere:
Research Division
- P. Refer to MAPP 04.04.01B
Student Affairs Division
- Q. Contracts to administer standardized educational and professional certification testing:
- R. Child Care Center contracts for routine child care services:
- S. Residential Life and Housing contracts approved as standard contracts by the Office of General Counsel:

Addendum A (Page 6)

Type of Contract		Less than \$5,000	\$5,000 to less than \$25,000	\$25,000 to less than \$300,000
Other Types of Contracts				
T.	Contracts pertaining to Residential Life and Housing and the University Center for less than \$50,000 that relate to minor maintenance, repair and renovation. All other contracts, including those that involve new construction and/or architectural services will be delegated to Administration and Finance as indicated above.			
U.	Contracts where the university is the recipient of revenue:			
V.	Contracts for the use of university facilities or space (pursuant to System Administrative Memorandum 01.B.06 Facilities Reservation and Rental, and MAPP 09.03.04 – Reservation and Rental of University Facilities):			
W.	For contracts not addressed elsewhere in this Addendum: Contracts certified as standard by the Office of General Counsel and non-standard contracts reviewed and approved as to form by the Office of General Counsel:			

Addendum B



CONTRACT COVER SHEET AND APPROVAL FORM
Office of Contracts Administration

Contract No.: K- (To be entered by Contracts Administration)

General Information

UHS/UH Department:
Contact Person:
Campus Address:
Telephone: () Fax () Email
Business Administrator:
Telephone: () Fax () Email

Summary of Contract Terms

Contract with: NAME OF CONTRACTOR
Tax ID or SS Number: Contact person: NAME
Street Address: City, State and Zip Code:

Description: GOODS AND/OR SERVICES TO BE PROCURED, PHYSICAL LOCATION, ETC:

Contract Term: Start / / End / /

Total Amount of Contract:

Source of Funds: Cost CTR No.: Revenue CTR No.:
Acct: Acct:

Authorized Signatory: IDENTIFY WHO WILL SIGN CONTRACT ON BEHALF OF THE UNIVERSITY OF HOUSTON SYSTEM PURSUANT TO MAPP, SAM AND BOARD POLICIES

Certifications: Complete before sending with contract to Office of Contracts Administration.

REQUIREMENT CERTIFIED BY DESCRIPTION

Originating Unit Ensures primary responsibility for the contract, from inception to completion of the transaction (See MAPP 04.04.01A (IV)(C)).

Original Contracts Two (2) original contracts (not facsimiles) have been submitted and original signatures from the contracting parties will be obtained before the beginning date of the contract.

Contract, Exhibits, 1) The contract and all documents incorporated by reference in the contract, And Appendices including exhibits and appendices, are attached; and 2) All such documents have been read and agreed to in their entirety by originating department and any faculty and staff members who have obligations under this contract.

Addendum B (Page 2)

Contracting Party _____ The name of the contracting party is stated as the University of Houston System or its component _____ institutions (e.g., University of Houston, University of Houston-Victoria), and is not a department or program.

Competitive Bid _____ The proper procurement method has been used which provides the best value to Requirements _____ the University in making the contract award. (See MAPP 04.04.01A (V)(A)).

Consulting and _____ Consulting and Professional Services Contracts are subject to specific notice and Professional Services _____ reporting requirements that require the originating unit to contact the Office of Contracts _____ Contracts Administration for assistance (See MAPP 04.04.01A (V)(C)).

Standard Form _____ If a standard form of agreement, I certify that no changes to the agreement of Agreement _____ have been made, including additional attachments or addenda. If changes have been made, I have attached and highlighted those portions of the agreement.

Certification of University Employee(s) With Responsibility for Ensuring Contract Terms and Conditions are Met

I have read this contract entirely. I am satisfied with its description of the goods and services to be provided to the University (including, for example, warranties, delivery terms, acceptance period, and maintenance terms). I am also satisfied with the description of the University's obligations (including, for example, scope of work, payment due dates, late charges, tax, charges, insurance, and confidentiality requirements) and all other provisions of this contract, except as noted in any attached memorandum. A memorandum [is] [is not] (circle one) attached. **I acknowledge responsibility to ensure that all good faith efforts are employed in seeing that all terms, conditions and responsibilities of the contract are met.**

Name _____ Signature _____
_____ Date _____

Title _____

Name _____ Signature _____
_____ Date _____

Title _____

UH Provisions – Each provision must be reviewed for contract applicability:

REVIEW COMPLETED BY:

Name _____ Signature _____
_____ Date _____

1. **Nondiscrimination.** The parties agree to comply with all applicable state and federal laws, rules, regulations and executive orders governing equal employment opportunity, immigration, nondiscrimination, including the Americans with Disabilities Act.
2. **Child Support.** Contractor certifies that the individual or business entity named in this Agreement is not ineligible to receive payment from the state and acknowledges that this Agreement may be terminated and payment may be withheld if this certification is inaccurate.
3. **University of Houston System Alternative Dispute Resolution Clause.** Effective August 30, 1999, Government Code Chapter 2260 requires that each contract entered into by the University of Houston System and its component institutions for goods or services, or for a building or construction contract under section 2166.001 of the Government Code, include a provision, developed with the Attorney General's assistance, stating that the parties will use the dispute resolution process provided for in chapter 2260 to attempt to resolve disputes arising hereunder.

Office of Contracts Administration 341 McElhinney Hall Houston, Texas 77062 Phone (713) 743-5656

Addendum C

Accounts for Use with Professional and Consulting Service Contracts

Professional service or consulting contracts are defined as those that meet the qualifications set forth in the Professional Services Procurement Act (Texas Government Code, Section 2254). These services are defined as:

“Professional Services” are those services directly related to the professional 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 services for the purposes of this policy.

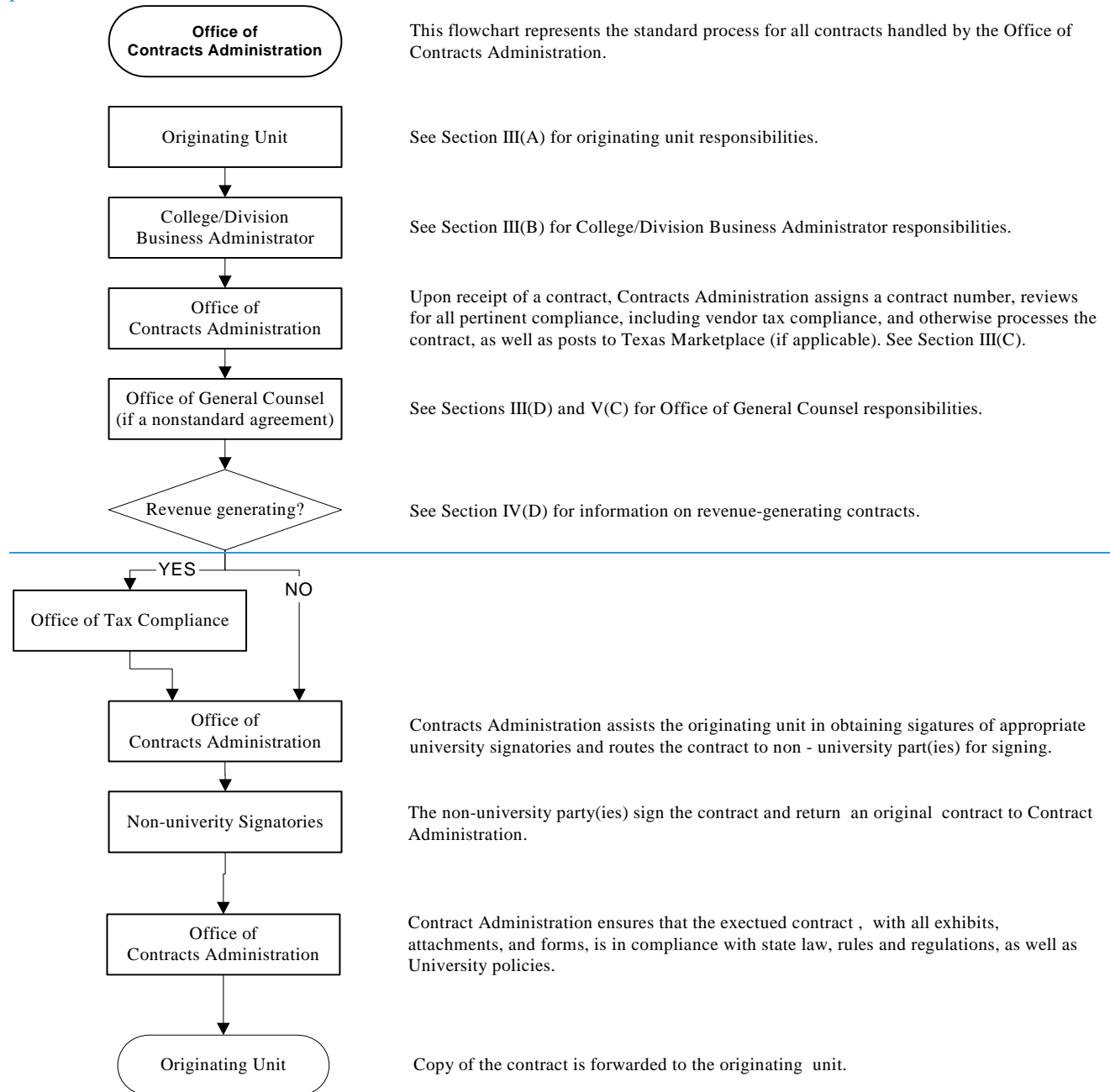
“Consulting Service” is the practice of studying and advising a state agency in a manner not involving the traditional employee/employer relationship. To “study” means to consider some aspect of the agency in detail. To “advise” means to provide a recommendation or identify options with respect to some 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.

Account	Description	Consulting Service	Professional Services
52101	Optometrist		X
52102	Receipted Expenses for Optometrist		X
52103	Accountant		X
52104	Landscape Architect		X
52105	Receipted Expenses for Landscape Architect		X
52106	Architect		X
52107	Engineer		X
52109	Physician or Surgeon		X
52110	Receipted Expenses for Accountant		X
52111	Receipted Expenses for Architect		X
52112	Receipted Expenses for Engineer		X
52114	Consulting Information Systems	X	
52115	Consulting Other	X	
52116	Receipted Expenses of Information Systems Consultants	X	
52117	Receipted Expenses of Other Consultants	X	
52118	Receipted Expenses for Physician or Surgeon		X
52201	Real Estate Appraiser		X
52202	Receipted Expenses for Real Estate Appraiser		X
52203	Registered Nurse		X
52204	Receipted Expenses for Registered Nurse		X
52206	Land Surveyor		X
52207	Receipted Expenses for Land Surveyor		X

Addendum D

CONTRACTS ADMINISTRATION CONTRACT PROCESSING FLOWCHART

The Office of Contracts Administration, in collaboration with the Office of General Counsel, has responsibility for processing general contractual instruments. The flowchart in this Addendum illustrates the steps in routing general university contracts through their respective processes.



Addendum E

RECOMMENDATION FOR AWARD FORM

CONTRACT NO. _____

Section IV (A) (1) of MAPP Policy 4.04.01A on Contracting requires the following:

All contracts 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: (a) which procurement method used; (b) price tabulations outlining the price acquisition process; (c) prices obtained in arriving at best value to the University; (e) bases for best value to the University; and (d) the name of the preferred vendor.

RECOMMENDATION FOR AWARD

~~Procurement Method Used (Describe the process by which price information was obtained, for example, phone bids, invitation to bid, RFP).~~

~~Prices Tabulations (Delineate prices obtained in arriving at best value):~~

~~Basis for Best Value to the University:~~

~~Preferred Vendor:~~

~~College/Department/Division:~~

~~Signature of College/Department/Division Administrator:~~

~~Date/Phone Number/Fax Number:~~

DO NOT WRITE BELOW THIS LINE
FOR OFFICE USE ONLY

*Reviewed by the Executive Director for Contracts Administration
or the Executive Director's Authorized Designee:*