



MIDWESTERN

STATE UNIVERSITY®

CONTRACT MANAGEMENT HANDBOOK

**Office of the General Counsel
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Midwestern State University

CONTRACT MANAGEMENT HANDBOOK

A. Introduction

Contract management is the process of directing contract planning, formation, execution, and assessment through closeout to maximize financial and operational performance and minimize risk. Good contract management procedures are critical to the efficient and effective use of public funds for Midwestern State University (MSU) to achieve its mission.

The information contained in this *Contract Management Handbook* complies with Section 2261.256 of the Texas Government Code which requires MSU, as a state agency, to publish a contract management handbook that establishes consistent contracting policies and practices and contract review procedures to be followed by MSU and that is consistent with the State Comptroller’s contract management guide.

In addition, MSU is required under Section 2261.256 to develop and comply with a purchasing accountability and risk analysis procedure that must provide for:

- (1) assessing the risk of fraud, abuse, or waste in the contractor selection process, contract provisions, and payment and reimbursement rates and methods for the different types of goods and services for which the agency contracts;
- (2) identifying contracts that require enhanced contract monitoring or the immediate attention of contract management staff; and
- (3) establishing clear levels of purchasing accountability and staff responsibilities related to purchasing.

MSU is also required to post on its internet website the procedures described in paragraphs (2) and (3) above (see section C.3., pages 5-6, *infra*: Purchasing Accountability and Risk Analysis Procedure; Risk Assessment Matrix (RAM) – Appendix A) and submit to the State Comptroller a link to the web page that includes the procedures. The link to MSU’s web page containing the required information is: [Purchasing Accountability and Risk Analysis Procedure: Risk Assessment Matrix \(RAM\) – Appendix A](#).

1. MSU Policy 2.24 (Approval and Execution of University Contracts) establishes the authority for the University to approve and execute contracts and requires the University’s administration to develop and implement this *Contract Management Handbook* for all contracts.
2. This *Contract Management Handbook* is designed to ensure that:
 - a. MSU contracts are in proper form and legally sufficient and minimize legal, financial, and related risks;

- b. MSU's procurement process fairly and objectively selects the best contractors for the best value and the University pays a fair and reasonable price for goods and services;
 - c. MSU's contract provisions and contractor oversight are sufficient to hold contractors accountable for delivery of quality goods and services; and
 - d. MSU monitors its contracts for proper execution and performance and annually assesses these procedures and implements identified improvements.
3. MSU officers and employees involved in any way with the contracting process must:
- a. be familiar with MSU Policy 2.24 and this *Contract Management Handbook*;
 - b. be familiar with the MSU Purchasing Manual and MSU Fiscal Regulations & Procedures which may be found at: <http://mwsu.edu/purchasing/>;
 - c. act in accordance with MSU Policy 3.314 (Ethics Policy for Employees of Midwestern State University); and
 - d. refer to the State Comptroller's contract management guide for additional details on best practices and Texas state law regarding contracts which may be found at: <http://comptroller.texas.gov/procurement/pub/contractguide/>.

B. Definition of Contract

1. Contract: an agreement between two or more parties who intend to create legally enforceable obligations.
2. There are many types and variations of contracts including, but not limited to:
 - agreements
 - easements
 - grants
 - leases
 - letters of intent
 - licenses
 - memorandums of understanding
 - purchase orders
 - terms and conditions
3. These contract management procedures apply to:
 - a. any type of contract that binds MSU and/or obligates MSU to provide payment, services, goods, or use of MSU property, facilities or other resources; and
 - b. any amendment, alteration, change, change order, correction, extension, modification, renewal of a signed contract, or a subsequent services contract.

C. Checklist of Advance Contract Review Procedures

The following checklist and contract review procedures describe each step of the process used to evaluate and process contracts that must be completed *before* contract execution.

1. Initiating the Process
 - a. The contract review process begins with the initiating department.
 - b. No person has the authority to bind the University contractually except in accordance with MSU Policy 2.24 and this *Contract Management Handbook*.

- c. All University contracts must be in writing and in the name of the University (not in the name of an individual, college or school, or department) and comply with applicable federal and state law and regulations (e.g., state purchasing requirements) and MSU policies and procedures.
- d. Oral contracts are prohibited.
- e. The University official overseeing the initiating department shall designate an employee from that department (“contract liaison”) who will work closely with the Purchasing/Contract Management Office through each stage of contract administration. The contract liaison’s responsibilities include:
 - (1) assisting in planning and developing contract objectives;
 - (2) ensuring proper completion of the *Risk Assessment Matrix* (Appendix A);
 - (3) ensuring proper completion of the *Contract Routing Sheet* (Appendix B);
 - (4) monitoring progress and performance and ensuring proper completion of the *Vendor/Contractor Performance Report* (Appendix C);
 - (5) authorizing payments consistent with contract documents; and
 - (6) maintaining appropriate records.
- f. Most University purchases are made using a purchase order (standard contract stating the terms of the agreement with a contractor/vendor). In addition to a purchase order, it may be beneficial to also utilize a written contract to include additional terms and conditions (i.e. warranties, guarantees, or limitations of liability) not set forth in the purchase order. Contracts substitute for purchase orders most often in cases where services are needed over an extended period of time.
- g. If a purchase is not involved (e.g., affiliation agreements or facility use agreements), a purchase order will not be issued and a written contract is required.

2. Planning

- a. With proper planning, MSU is more likely to successfully achieve its contracting objectives. During the planning phase each of the following elements of contract management must be considered:
 - (1) Plan: identify contracting objectives and contracting strategy;
 - (2) Procurement: fairly and objectively select the most qualified contractors;
 - (3) Contract Formation/Rate/Price Establishment: ensure the contract contains provisions that hold the contractor accountable for producing desired results, including all relevant terms and conditions as well as establish processes that are cost-effective and aligned with the cost of providing the goods and services; and
 - (4) Contract Oversight: monitor and enforce the terms of the contract.

3. Purchasing Accountability and Risk Analysis Procedure; Risk Assessment Matrix (RAM) – Appendix A

As a state agency, MSU is required to develop and comply with a purchasing accountability and risk analysis procedure that provides for:

- (1) assessing the risk of fraud, abuse, or waste in the contractor selection process, contract provisions, and payment and reimbursement rates and

methods for the different types of goods and services for which MSU contracts;

- (2) identifying contracts that require enhanced contract monitoring or the immediate attention of contract management staff; and
 - (3) establishing clear levels of purchasing accountability and staff responsibilities related to purchasing.
- a. Performing risk assessments helps to determine the level of oversight and participation MSU will need. A *Risk Assessment Matrix* (RAM) see Appendix A) is used to determine the risk level of the contract (i.e., the potential for loss, harm, or damage that may occur due to errors or problems associated with a vendor's performance). Based upon the classification of risk (as low, moderate, high, or extremely high), the contract will require enhanced levels of monitoring. This assessment is completed to anticipate risks, mitigate or manage risks, and avoid or transfer risk in order to protect MSU.
 - b. Performing a risk assessment is an ongoing process throughout the life of the contract. The risk assessment matrix should be used prior to: (1) awarding contracts from RFP proposals; (2) entering into new contracts with vendors; and (3) renewing existing contracts. For ongoing contracts, the risk assessment matrix should be completed at least annually and when risk conditions undergo a substantial change (e.g., vendor's management or ownership changes).
 - c. The risk factors in MSU's risk assessment matrix are:
 - (1) Total Cost
 - (2) Type of Contract Purchase;
 - (3) Payment Type/Structure;
 - (4) Essential MSU Function;
 - (5) Percentage of Services Performed by Subcontractors;
 - (6) Stability & Experience of Contractor Key Management;
 - (7) Compliance History;
 - (8) Past Programmatic Performance;
 - (9) Audit Results;
 - (10) Number of Years in Business;
 - (11) Performance Measures;
 - (12) Deliverables; and
 - (13) Financial Reports Required

Additional risk factors can be added and considered as appropriate.

Each contractor is rated (scored) on the risk elements using the range of Low (1), Medium (2), High (3), or Extremely High (4). The scores are added up with ranges for the overall risk scores being:

Low Risk procurement: 0-13

Medium Risk procurement: 14-26

High Risk procurement: 27-39

Extremely High Risk: 40-52

No objective or mathematical formula can be used to completely assess the risk imposed by a particular contract; risk is determined subjectively.

- d. In addition to using the risk assessment matrix, contract liaisons should keep a log for all major contracts and major purchase orders. This log should identify all risks to their contracts, the mitigation plan or strategy for addressing the risk and the outcome.
- e. Under Texas Government Code §2261.253 and other provisions of Senate Bill 20 and General Appropriations Act Art. IX, Rider 7.12 adopted by the 84th Legislature, Regular Session, MSU's Director of Purchasing/Contract Management is required to notify the University's Board of Regents of any serious issues or risks on certain contracts.

4. Departmental Approval of Contracts

- a. Contracts must be reviewed and approved in advance by the initiating department head and the appropriate supervisor(s) (e.g., Dean / Associate Vice President and/or Vice President).
- b. In addition, contracts should be reviewed and approved by any other department that will need to provide technical support, facilities, services, personnel, and/or security to carry out the MSU's obligations under the contract. Examples: Information Technology (IT) Department review/approve any software; office of sponsored programs for external funding – grants and gifts.
- c. The initiating department's contract liaison is responsible for ensuring that approval by the appropriate department(s) and supervisor(s) are properly completed on the *Contract Routing Sheet*.

Examples:

- (1) If the University Librarian wants to enter into a contract to purchase new software for the library, the Librarian's designated contract liaison ensures that the following approvals/signatures are on the contract routing sheet:
 - (a) the Librarian;
 - (b) the Librarian's designated contract liaison;
 - (c) the IT Department (contributing technical support);
 - (d) the Provost and Vice President for Academic Affairs (the University Librarian reports directly to the Provost); and
 - (e) the Vice President for Administration and Finance (approval required on all contracts for information technology) .
- (2) If the Chair of the University's Nursing School wants to enter into an affiliation agreement with a hospital, the Chair's designated contract liaison ensures that the following approvals/signatures are on the contract routing sheet:
 - (a) the Chair of the Nursing School;
 - (b) the Chair's designated contract liaison;
 - (c) the Dean of the College (Nursing Chair reports directly to the college dean); and

- (d) the Provost and Vice President for Academic Affairs (the Provost oversees the college).

5. Purchasing/Contract Management Office

The Purchasing/Contract Management Office shall review all contracts to ensure that purchasing statutes are followed and that the procurement is handled in a fair and competitive environment.

- a. After obtaining the approvals by the appropriate department(s) and supervisor(s), the initiating department's contract liaison shall deliver the contract routing sheet and any attachments (including any tendered contract) to the Purchasing/Contract Management Office.
- b. University contracts are numbered in accordance with the University contract numbering system developed and approved by the Purchasing/Contract Management Office. The contract numbering system is utilized for purposes of tracking, monitoring, auditing, compliance, and record retention.
- c. The Purchasing/Contract Management Office, through its contract management coordinator, will assist the initiating department's contract liaison with negotiating contract terms and conditions and the preliminary preparation and review of the contract (including for institutional risks) and related contract management considerations prior to review, if necessary, by the University's General Counsel.
- d. All applicable state procurement and historically underutilized business (HUB) laws, regulations, policies, and procedures must be followed as a part of the contracting process and indicated on the *Contract Routing Sheet* by the Purchasing/Contract Management Office.
- e. In sole source procurements (no-bid), the initiating department's contract liaison is responsible for ensuring that a properly completed sole source procurement form is attached to the *Contract Routing Sheet*.
- f. Procurement and HUB compliance must be indicated on the *Contract Routing Sheet* by the Purchasing/Contract Management Office.

(1) Verification of Best Value Standard

The University's Director of Purchasing/Contract Management or Assistant Director of Purchasing/Contract Management shall:

- (a) approve each MSU contract for which MSU is required to purchase goods or services using the best value standard;
- (b) ensure that, for each contract, MSU documents the best value standard used for the contract;
- (c) acknowledge in writing on the *Contract Routing Sheet* that MSU complied with MSU's and the State Comptroller's contract management guide in the purchase; and
- (d) for each purchase of goods or services for which MSU is required to use the best value standard, ensure that MSU uses the State Comptroller's vendor performance tracking system to determine whether to award a contract to a vendor reviewed in the tracking system and includes in the vendor performance tracking system information on whether the vendor satisfied that standard.

(2) Contractor Selection

The University's procurement process should be sufficient to ensure that the best contractors for the best value are selected fairly and objectively objectively and the following best practices observed:

- (a) whenever feasible, and unless prohibited by law or other restrictions, contractors should be selected through competitive procurement proceedings;
- (b) past performance should be considered in subsequent selection/contract renewal decisions; and
- (c) formal documented procedures should be used to assess prospective contractors' strengths and weaknesses.

If the Director or Assistant Director of Purchasing/Contract Management certifies that procurement for the proposed contract is a sole source, such certification must be prepared prior to contract execution and attached to the *Contract Routing Sheet*.

(3) Payment/Reimbursement Methodology

The methods used by the University to establish contractor reimbursement should be sufficient to ensure that the University pays a fair and reasonable price for goods and services and the following best practices are observed:

- (a) prior to the contract award, the cost of goods or services, as well as the goods or services themselves, should be analyzed to determine the most effective payment methodology;
- (b) approval of proposed contractor budgets should focus on ensuring that proposed expenses are reasonable and necessary to accomplish program objectives and both program results and contractor efficiency should be considered as part of the budget approval process; and
- (c) for unit-rate contracts, the rate-setting process should ensure that there is a reasonable correlation between the quality of the services provided, the costs of providing the services, and the rate paid.

- g. All contracts valued at \$1 million or more, or that otherwise require approval by the Board of Regents, require the contractor to complete an online Certificate of Interested Parties form (Form 1295) *before* the contract may be signed. The contractor may access and complete the Form 1295 on the Texas Ethics Commission website; and then print, sign, notarize form, and e-mail it to the MSU Purchasing/Contract Management Office.
- h. Upon completion, the Purchasing/Contract Management Office shall indicate its approval on the *Contract Routing Sheet* and will, through its contract management coordinator, forward the contract and any attachments along with the completed contract routing sheet and any attachments (e.g., sole source procurement; if required, a completed Certificate of Interested Parties Form 1295) for approval by the appropriate University official(s).
- i. Additional responsibilities:
 - (1) notifies departments concerning the status of the contracts as they progress through the review process;

- (2) verifies that bonds and insurance are provided as required by the contract or University policy;
- (3) notifies departments when contracts are expiring and require procurement or renewal;
- (4) closes out agreements upon completion and assists departments with the *Vendor/Contract Performance Report* in accordance with the terms and conditions of the contract; and
- (5) reports non-compliance of contracting policies and procedures to the University's Internal Auditor.

6. Required Contract Approvals

- a. In accordance with Section 51.9337 (d), (e) of the Texas Education Code, the types and values of contracts that must be approved by the MSU Board of Regents and the types and values for which contracting authority is delegated by the Board to the University's President and by the President to other officers and employees of MSU are contained in Section C (Contract Approval Process) of MSU Policy 2.24 (Approval and Execution of University Contracts) listed below, and each and every contract must be reviewed and approved as indicated below and evidenced by (attached to) a properly completed *Contract Routing Sheet* prior to being signed by a person with delegated authority in accordance with Section D (Contract Signature Authorization Process) of MSU Policy 2.24:

Contract Term	Approval Required
Contracts of \$500,000 or more including any amendment, extension, or renewal of the contract that increases the value of the original contract to \$500,000 or more; and the Board of Regents must approve any amendment, extension, or renewal of a contract with a value that exceeds 25 percent of the value of the original contract approved by the Board unless the authority to exceed the approved amount is expressly delegated by the Board or an exception is expressly adopted by the Board for that contract_ (except that the following are exempt from these provisions: contracts related to the acceptance of bequests, gifts, or grants to the University, other than real property, in accordance with University policies and procedures; and interagency agreements for the purchase of electricity and natural gas through the Texas General Land Office's state energy marketing program)	Board of Regents
Contracts involving the acquisition, purchase, sale, or encumbrance of real property (except that a mineral interest in real property having a monetary cost or value of less than \$100,000 is exempt from this provision)	Board of Regents

Contracts in excess of five years (except that the following are exempt from this provision: a contract that can be terminated without cause with notice of 120 days or less; and leases of mineral rights having a monetary cost or value of less than \$100,000)	Board of Regents
Contracts that involve employment of the President of the University	Board of Regents
Contracts that involve athletic conference membership	Board of Regents
Contracts of \$500,000 or more per year related to: the acceptance of bequests, gifts, or grants to the University, other than real property, in accordance with University policies and procedures; and interagency agreements for the purchase of electricity and natural gas through the Texas General Land Office's state energy marketing program	President
Contracts of \$100,000 or more, but less than \$500,000 per year	President
Contracts related to the purchase, sale, or encumbrance of a mineral interest in real property having a monetary cost or value of less than \$100,000	President
Contracts and notices of employment for University personnel	President
Licenses or other conveyances of intellectual property owned or controlled by the University	President
Contracts of less than \$100,000 per year	President or Appropriate Vice President
Contracts involving grant proposals for sponsored research, including institutional support grants	President or Provost and Vice President for Academic Affairs; Vice President for Administration & Finance; Vice President for University Advancement & Public Affairs; and Appropriate Vice President
Contracts involving non-monetary affiliation, articulation, and clinical agreements	President or Provost and Vice President for Academic Affairs; and Appropriate Vice President
Contracts for professional and consulting services	President and Vice President for Administration & Finance

Fiscal approval of contracts of \$50,000 or more per year (except that all University employment contracts are exempt from this provision)	Vice President for Administration & Finance
Approval of all contracts for information technology	Vice President for Administration & Finance
Approval of all contracts unless using an unmodified standard contract form pre-approved in writing by the Office of General Counsel	General Counsel

a. A contract not reviewed and approved as required by subsection 6.a. above is void.

7. Contract Review by the University's General Counsel

- a. All contracts must be reviewed and approved as to form and legal sufficiency by the University's Office of General Counsel before execution (signature). The Office of General Counsel may approve standard contract forms which, if unmodified, may be used without obtaining further approval from the Office of General Counsel.
- b. If the contract is not an unmodified standard form that has been pre-approved in writing by the University's General Counsel, the General Counsel will review the contract and accompanying routing sheet to ensure that:
- (1) the contract complies with applicable federal and state law and regulations (including state purchasing requirements), and applicable University policies and procedures;
 - (2) the parties' obligations are clearly set forth in the contract and it contains all of the important items;
 - (3) contract provisions are sufficient to hold contractors accountable for delivery of quality services and prevent the inappropriate or inefficient use of public funds, and
 - (4) the following best practices are observed:
 - (a) clear statements of services and goods expected from the contractor;
 - (b) clearly defined performance standards and measurable outcomes;
 - (c) clear statements describing how contractor performance will be evaluated;
 - (d) sanctions sufficient to hold contractors accountable for failing to meet intended objectives;
 - (e) appropriate restrictions regarding contractors' use of public funds; and
 - (f) specific audit clauses that allow the University and other oversight entities (e.g., Texas State Auditor's Office) access to contractor books and records.
- c. Normally, the General Counsel seeks input from the appropriate parties and requests that any necessary changes are made and, if necessary, the contract be resubmitted for further review.
- d. The process is repeated until an appropriate document is developed and ready for signatures. The General Counsel will forward the approved contract

(along with the completed routing sheet indicating the General Counsel's approval) to the Purchasing/Contract Management Office for submission to the authorized official for signature.

D. Contract Signature Authority

An officer or employee of MSU may not execute a document for the University's Board of Regents unless the officer or employee has authority to act for the Board and the authority is exercised in compliance with applicable conditions and restrictions, including state law and MSU policies and procedures.

1. The advance contract review process must be completed *before* the contract may be signed on behalf of the University by an individual with appropriate signature authority in accordance with MSU Policy 2.24.
2. It is expected that those authorized to sign contracts have reviewed them and are satisfied with their provisions and that the University's advance contract review requirements have been followed.
3. The following signature authority has been authorized by the Board of Regents and approved by the President and is contained in Section D (Contract Signature Authorization Process) of MSU Policy 2.24:

Contract Term	Signature Approval
Contract signature authorization for contracts approved by the Board of Regents, unless otherwise specified by the Board	President or President's designee
Contract signature authorization for contracts of \$500,000 or more per year related to: the acceptance of bequests, gifts, or grants to the University, other than real property, in accordance with University policies and procedures; and interagency agreements for the purchase of electricity and natural gas through the Texas General Land Office's state energy marketing program	President or President's designee
Contract signature authorization for all contracts of \$100,000 or more but less than \$500,000 per year	President or President's designee
Contract signature authorization for all contracts related to the purchase, sale, or encumbrance of a mineral interest in real property having a monetary cost or value of less than \$100,000	President or President's designee
Contract signature authorization for all contracts and notices of employment for University personnel	President or President's designee
Contract signature authorization for licenses or other conveyances of intellectual property owned or controlled by the University	President or President's designee
Contracts for professional and consulting services	President or President's designee

Contract signature authorization for all contracts of less than \$100,000 per year	President or Appropriate Vice President
Contract signature authorization for all contracts involving grants for sponsored research, including institutional support grants, and all non-monetary affiliation and clinical agreements	President or Provost and Vice President for Academic Affairs
Contract signature authorization for all non-monetary affiliation and clinical agreements	President or Provost and Vice President for Academic Affairs
Contract signature authorization for all contracts for information technology	President or the Vice President for Administration & Finance

4. A contract not executed (signed) as required by section D.3. above is void. An individual who signs a contract without having the authority to do so may be individually responsible for fulfilling the obligations required by the contract.
5. Once contracts are signed by all parties, the Purchasing Office will create purchase orders (except for contracts not involving a purchase, e.g., affiliation or facility use agreements).

E. Delegation of Signature Authority

1. Delegation of signature authority to a designate may be made by the Chairperson of the Board of Regents, the President of the University, or the Vice President for Administration and Finance only and must:
 - (a) be in writing;
 - (b) specify the need for compliance with these contract approval and signature authorization requirements;
 - (c) be retained by the party making the delegation and the party receiving the delegation; and
 - (d) a copy of the delegation sent to the Controller, Office of General Counsel, and the Purchasing/Contract Management Office.
2. The University retains the authority not to recognize a contract as binding against the University unless all signatories to the contract have proper contract signature authority as of the date the contract was entered into.

F. Recordkeeping/Reporting

1. Except for employment contracts which are maintained by the Human Resources Department, all contracts subject to these contract management procedures, including all attachments, and all contract solicitation documents related to the contract, and the *Contract Routing Sheet*, shall be:
 - a. maintained by the Purchasing/Contract Management Office; and
 - b. maintained in accordance with state retention laws and policies (See Texas Government Code §441.1855) and the University's records management policy and records retention schedule (MSU Policy 4.125) as follows:

- (1) MSU shall retain in its records each contract entered into by MSU and all contract solicitation documents related to the contract; and
 - (2) MSU may destroy the contract and documents only after the seventh anniversary of the date:
 - (a) the contract is completed or expires; or
 - (b) all issues that arise from any litigation, claim, negotiation, audit, open records request, administrative review, or other action involving the contract or documents are resolved.
2. The Purchasing/Contract Management Office is responsible for ensuring that all state contract reporting requirements (e.g., Texas Comptroller of Public Accounts, including HUB, Legislative Budget Board (LBB), etc.) are completed in a timely manner and proper form.
- a. Sections 2101.041 and 2261.257 of the Texas Government Code require MSU to report or provide using the State Comptroller's centralized accounting and payroll system each contract entered into by MSU as specified by the rules, policies, or procedures developed by the Comptroller, including:
 - (1) a brief summary of each contract that is quickly and easily searchable, including the contract's purpose, timeline, and deliverables;
 - (2) contract planning and solicitation documents;
 - (3) the criteria used to determine the vendor awarded the contract;
 - (4) if the contract was awarded based on best value to the state;
 - (a) a list of the factors considered in determining best value with the weight given each factor; and
 - (b) a statement regarding how the vendor awarded the contract provides the best value to the state in relation to other vendors who bid or otherwise responded to the contract solicitation;
 - (5) any statements of work and work orders prepared for under the contract;
 - (6) the proposed budget for the contract;
 - (7) any conflict of interest documents signed by MSU purchasing personnel participating in the planning, soliciting, or monitoring of the contract;
 - (8) criteria used or to be used by MSU in monitoring the contract and vendor performance under the contract;
 - (9) a justification for each change order, contract amendment, contract renewal or extension, or other proposed action that would result in an increase in the monetary value of a contract with an initial value exceeding \$10 million; and
 - (10) additional supporting documentation and justification for a change order, contract amendment, contract renewal or extension, or other proposed action of a contract described by subdivision (9) that would result in an increase in the contract's monetary value by more than 20 percent (20%).
 - b. Sections 2054.008, 2166.2551, 2254.006, and 2254.0301 of the Texas Government Code require MSU to report the following contract information to the LBB no later than 10 days after entering into the contract:
 - (1) major information service contracts valued at \$100,000 or more;
 - (2) construction projects valued at \$14,000 or more;
 - (3) professional service contracts valued at \$14,000 or more; and

(4) consulting service contracts valued at \$14,000 or more.

Section 322.020 of the Texas Government Code requires MSU to provide the LBB with copies of major contracts and solicitation documents.

Section 7.04 of Article IX in the 2014-2015 General Appropriations Act requires that all other contracts valued at \$50,000 or more and that are not already being reported under another statutory provision must be reported to the LBB before October 1 of each fiscal year.

- c. Posting/Reporting of certain contracts under Chapter 2261 of the Texas Government Code:
- (1) For each contract for the purchase of goods or services from a private vendor, MSU shall post on its Internet website:
 - (a) each contract MSU enters into, including contracts entered into without inviting, advertising for, or otherwise requiring competitive bidding before selection of the contractor, until the contract expires or is completed;
 - (b) the statutory or other authority under which a contract that is not competitively bid under subsection (a) is entered into without compliance with competitive bidding procedures; and
 - (c) the requests for proposals related to a competitively bid contract included under subsection (a) until the contract expires or is completed.

MSU may monthly post contracts described by subsection (1) that are valued at less than \$15,000.

- (2) MSU shall identify each contract that requires enhanced contract or performance monitoring and submit information on the contract to the MSU's Board of Regents. MSU's Purchasing/Contract Management Office or its Director shall immediately notify MSU's Board of Regents of any serious issue or risk that is identified with respect to a contract monitored under this subsection.

Subsections (1) and (2) do not apply to a memorandum of understanding, interagency contract, interlocal agreement, or contract for which there is not a cost.

These reporting requirements apply to any amendments, modifications, renewals, and extensions for specified contracts.

G. Monitoring Contracts

University contracts must be monitored to ensure proper execution and performance.

1. Contractor Oversight

- a. Contractor oversight is one of the key components of an effective system of contract management. Throughout the life of a contract, the University must hold contractors accountable for delivery of quality services and diligently and regularly monitor both the quality of the services contractors provide and whether contractors are using public funds effectively and efficiently.

- b. The University's contractor oversight should be sufficient to ensure that contractors consistently provide quality goods and services (by measuring performance against well-documented expectations) and that public funds are spent effectively and efficiently, and the following best practices observed:
 - (1) monitoring functions should focus on the outcomes of services provided and the cost-effectiveness/prudence of contractor expenditures in addition to compliance with regulations;
 - (2) results of monitoring reviews, audits, and investigations should be routinely followed up on to ensure corrective actions have been taken and to identify common problem areas;
 - (3) a formalized risk assessment process should be used to select contractors for review and identify the level of review necessary for each contractor; and
 - (4) standardized criteria should be established to evaluate contractor performance.

2. Contract Database Management System

- a. The University's monitoring procedures are designed to ensure compliance with all significant contract provisions, program requirements, and finance-related requirements.
- b. The University's Purchasing/Contract Management Office will maintain and update a current database for the purpose of contract information and monitoring. Upon signature by individuals with appropriate signature authority, all contracts, including any amendment, change order, extension, or renewal of a signed contract shall be added to the University's contract management system by the Office of Purchasing/Contract Management.
- c. The system serves as a repository for all contracts that obligate the University, and provides information for tracking and monitoring. The only exception is employment contracts which are maintained by the Human Resources Department.

3. Contract Liaison

a. Appointment

When a contract is executed in accordance with these procedures, the designated employee from the University department initiating the contract is appointed as the contract liaison and is responsible for monitoring the contract for proper execution and performance from the start date of the contract through completion and final payment.

b. Role and Responsibilities

The contract liaison is responsible for monitoring that contract requirements are satisfied, goods and services are delivered in a timely manner, safety and risk issues are addressed, and required payments are made. The contract liaison is also responsible for striving to resolve discrepancies and timely reporting of any unresolved discrepancies and/or problems to the administrator who signed the contract and the Vice President for Administration and Finance.

Upon completion of the contract, the contract management coordinator will enter completion information into the contract management system. In

addition, the contract management coordinator shall update the status field in the contract management system as of fiscal year end for each open contract and more often if appropriate. Contract amendments, extension, and renewals must also be monitored in the same manner as the original contract.

4. Monitoring Procedures

The procedures a contract owner uses will vary depending on the size, level of risk, and complexity of the contract.

a. Contracts Less Than \$10,000

Contracts less than \$10,000 should be monitored for performance to ensure goods and services conform to the contract requirements. The contract management coordinator will report to the applicable contract liaison the status on all open contracts less than \$10,000 at the close of each fiscal year and/or upon completion of the contract.

b. Contracts \$10,000 and Above

A higher degree of monitoring is required for contracts \$10,000 and above. For these contracts, the contract liaison should review the contract to identify deliverables and develop a monitoring plan/checklist for each contract taking into account the level of risk. General factors used to assess the level of risk include, but are not limited to:

- (1) the dollar amount of the contract;
- (2) negative impact to the University's safety and/or reputation if the contract is not executed properly and on time;
- (3) the contractor's past performance; and
- (4) how experienced the contractor is with the type of work to be performed.

c. At a minimum, the contract liaison should perform the following contract monitoring procedures:

- (1) monitoring the contractor's progress and performance to ensure goods and services conform to the contract requirements; depending on the nature of contract, the contract owner may need to conduct one or more site visits;
- (2) documenting required contractor visits, tests, and significant events;
- (3) reviewing required reports submitted by the contractor demonstrating compliance;
- (4) resolving disputes in a timely manner;
- (5) verifying receipt of contract deliverables in accordance with the contract terms and maintaining detailed supporting documentation;
- (6) reviewing contractor's invoices and reconciling and verifying payments with the contract terms and maintaining proper documentation;
- (7) reviewing compliance with applicable laws, regulations, and policies and procedures and consulting with the applicable University department if there are any concerns (Vice President for Administration and Finance, General Counsel, Human Resources, etc.); and
- (8) prior to the closeout of a contract, completing and submitting to the Purchasing/Contract Management Office the *Vendor/Contractor Performance Report*.

A Vendor/Contractor Performance Report will not be required on the following contracts:

- (a) contracts with a value less than \$10,000;
- (b) publishing agreements for the print shop;
- (c) sponsorship agreements for Athletics;
- (d) University employment contracts;
- (e) membership fees and dues;
- (f) purchases from federal agencies;
- (g) purchases from the Texas Department of Criminal Justice;
- (h) purchases from the Texas Industries for the Blind and Handicapped;
- (i) subscriptions, advertisements, and publications; and
- (j) lecturers and guest speakers.

d. Contracts for Goods or Services with Value Exceeding \$1 Million

(1) For each contract for the purchase of goods or services that has a value exceeding \$1 million, the MSU Purchasing/Contract Management Office shall document the following information:

- (a) compliance with financial provisions and delivery schedules under the contract;
- (b) corrective action plans required under the contract and the status of any corrective action plan; and
- (c) any liquidated damages assessed or collected under the contract.

(2) The MSU Purchasing/Contract Management Office shall verify:

- (a) the accuracy of any information reported under subsection (1) that is based on information provided by a contractor; and
- (b) the delivery of goods and services scheduled for delivery under the contract.

e. Contracts for Goods or Services with Value Exceeding \$5 Million

For each MSU contract for the purchase of goods or services that has a value exceeding \$5 million, the MSU Purchasing/Contract Management Office must:

- (1) verify in writing that the solicitation and purchasing methods and contractor selection process comply with state law and MSU policy; and
- (2) submit to the MSU Board of Regents information on any potential issue that may arise in the solicitation, purchasing, or contractor selection process.

5. Poor or Under Performance by Contractor

If a contract liaison determines that the contractor's performance is not acceptable, the contract liaison should notify the responsible University administrator identified on the contract routing sheet. This administrator in consultation with the Vice President for Administration and Finance, the Director of the Office of Purchasing/Contract Management, and General Counsel will determine the appropriate action, which may include withholding some or all of

payment. The University should impose adequate sanctions and spending restrictions on contractors who are identified as not meeting expectations. When contractors demonstrate repeated inability to meet expectations, they should be denied the privilege of contracting with the University.

6. Contract Closeout

Contract closeout begins when the contract is complete with all services performed and products delivered. The closeout process is final when all administrative actions are completed, all disputes settled, and final payments are made. The process can be simple or complex depending on the contract type for cost-reimbursement contracts. This process requires close coordination between the Purchasing/Contract Management Office, the contract liaison, and the contractor. Contract closeout is an important aspect of contract administration.

a. Closeout file contents (if applicable):

- (1) encumbrance documentation or purchase order;
- (2) addenda;
- (3) fully executed copy of contract (both parties' signatures);
- (4) submitted proposals;
- (5) RFP;
- (6) best and final offers;
- (7) proposal tabulation;
- (8) appropriate justification;
- (9) award recommendation;
- (10) HUB participation plans and supporting documentation (greater than \$100,000);
- (11) Correspondence;
- (12) Vendor/Contractor Performance Form; and
- (13) review reports.

b. Random and Planned File Review

Contract /Agreement Performance Reviews: On a random basis during the "closeout" of a contract/agreement, the Purchasing/Contract Management Office will conduct a review of the contract/agreement.

Such reviews, at a minimum, will seek to ensure the following:

- (1) the contractor is in compliance with the terms, conditions, and requirements of the contract/agreement;
- (2) MSU is in compliance with the terms, conditions, and requirements of the contract/agreement;
- (3) purchase orders issued under the contract/agreement are in compliance with the terms, conditions, and requirements of the contract/agreement, if applicable; and
- (4) payments are in compliance with the terms and conditions of the contract/agreement.

7. Reporting Vendor Performance to State Comptroller

- a. After a contract is completed or otherwise terminated, MSU is required under Section 2155.089 of the Texas Government Code to review the vendor's performance under the contract.
- b. The Purchasing/Contract Management Office shall report to the State Comptroller, using the vendor performance tracking system established by the Comptroller, on the review results regarding a vendor's performance under a contract.

H. Annual Review/Assessment

1. Scope of Annual Review/Assessment

An effective system of contract management includes enforcement of policies and procedures through proper oversight of the contract management function. The contract management procedures must be annually assessed and identified improvements implemented.

The University's Vice President for Administration and Finance, Controller, General Counsel, and the Director of the Office of Purchasing/Contract Management will annually review the University's contract management procedures and implement identified improvements. The review/assessment shall include the four key phases of contract management:

- a. contractor selection;
- b. contract payment/reimbursement methodology;
- c. contract establishment; and
- d. contractor oversight.

2. Internal Audits

The University's Internal Auditor shall include contract administration in the risk assessments performed on the annual audit plan.

- a. Internal audits conducted by the University's Office of Internal Audits shall provide a systematic, disciplined approach to evaluate and improve the effectiveness of MSU's risk management, control, and governance processes related to contracts and shall include risk-based testing of contract administration.
- b. The University's Internal Auditor shall have full and unrestricted access to all institutional property, personnel, and records and must report directly to the Board of Regents in accordance with Chapter 2102 of the Texas Government Code.
- c. The University's Internal Auditor shall annually assess whether MSU has adopted the rules and policies required by Section 51.9337 of the Texas Education Code and shall submit a report of findings to the State Auditor.
- d. In auditing the purchase of goods and services by MSU, the State Auditor is required under Section 51.9337 of the Texas Education Code to determine whether MSU has adopted the required rules and procedures. If the State Auditor determines that MSU has failed to adopt the required rules and policies, the State Auditor is required to report that failure to the Legislature

and to the MSU Board of Regents and is further required to, in consultation with MSU, adopt a remediation plan to bring MSU into compliance. If MSU fails to comply within the time established by the State Auditor, the State Auditor is required to find MSU to be in noncompliance and report that finding to the Legislature and State Comptroller.

- (1) In accordance with a schedule adopted by the State Auditor in consultation with the State Comptroller, MSU's authority to acquire goods and services as provided by Sections 51.9335 or 73.115 of the Texas Education Code will be suspended if MSU fails to comply with the remediation plan under subsection H.2.d. above within the time established by the State Auditor.
- (2) If such suspension occurs, the laws, including Subtitle D, Title 10, Texas Government Code, and Chapter 2254, Texas Government Code, governing acquisition of goods and services by state agencies from which MSU is otherwise exempt, shall apply to MSU's acquisition of goods and services.

I. Training

1. All MSU purchasing personnel must receive the training and continuing education required by rule by the State Comptroller, which must include ethics training. An employee who is required to receive the training may not participate in purchases by MSU unless the employee has received the required training or received equivalent training from a national association recognized by the state comptroller.
2. The University shall provide training on a regular basis for:
 - a. officers and employees of the University concerning the University's code of ethics concerning its:
 - (1) general standards of conduct and that each officer or employee is expected to obey all federal, state, and local laws and is subject to disciplinary action for a violation of those laws;
 - (2) policies governing conflicts of interest, conflicts of commitment, and outside activities, ensuring that the primary responsibility of officers and employees is to accomplish the duties and responsibilities assigned to that position;
 - (3) conflict of interest policy that prohibits employees from having a direct or indirect financial or other interest, engaging in a business transaction or professional activity, or incurring any obligation that is in substantial conflict with the proper discharge of the employee's duties related to the public interest;
 - (4) conflict of commitment policy that prohibits an employee's activities outside the University from interfering with the employee's duties and responsibilities to the University;
 - (5) policy governing an officer's or employee's outside activities, including compensated employment and board service, that clearly delineates the nature and amount of permissible outside activities and that includes processes for disclosing the outside activities and for obtaining and documenting University approval to perform the activities;

- (6) policy that prohibits an officer or employee from acting as an agent for another person in the negotiation of the terms of an agreement relating to the provision of money, services, or property to the University; and
 - (7) policy governing the use of institutional resources.
- b. officers and employees of the University authorized to execute contracts for the University or to exercise discretion in awarding contracts, including training in ethics, selection of appropriate procurement methods, and information resources purchasing technologies.
- 3. The Office of the General Counsel and the Purchasing/Contract Management Office will provide contract management training to University personnel and departments on a regular basis and upon request.

APPENDIX A
Risk Assessment Matrix (RAM)

Table 1: Evaluation Criteria

Factor	Low	Medium	High	Extremely High
	1	2	3	4
Total Cost	<\$25k	>= \$25k but <\$100k	>= \$100k but <\$1 million	>\$1 million
Type of Contract Purchase	Interagency, MOU or Interlocal	Contract less than 25k	Consulting, Emergency, Sole Source, Proprietary, or Construction > \$25k	Major information technology purchase
Payment Type/Structure	Fixed price or contingency	Rate or Fee for Services	Cost Reimbursement >= \$100k but <\$1 million	Cost Reimbursement
Essential MSU Function	Contract services are not essential to MSU's mission	Contract services are moderately essential to MSU's mission	Contract services are essential to MSU's mission >= \$100k but <\$1 million	Contract services are essential to MSU's mission
Percentage of Services Performed by Subcontractors	No Subcontractor involvement	Subcontractors account for less than 50% of contract work performed	Subcontractors account for 50% to 75% of contract work performed	Subcontractors account for more than 75% of contract
Stability & Experience of Vendor's Key Management	No recent change and significant experience	No recent change, but not significant experience; or recent change but significant experience	Recent change and not significant experience	Recent change and less than 1 year of experience
Compliance History	No issues of non-compliance	Moderate instances of non-compliance	Substantial finding of non-compliance	Substantial finding of non-compliance –
Past Programmatic Performance	Met or exceeded all output and outcome measures	Met 90% or more but less than 100% of output and outcome measures	Met 75% or more but less than 90% of output and outcome measures	Met less than 75% of output and outcome
Audit Results	No audit required or no issues or findings in audit(s)	Moderate issues or findings in audit(s)	Substantial issues or findings in audit(s)	Substantial issues or findings in audit(s)
Number of Years Vendor in Business	More than 5 years	3 to 5 years	1 to 3 years	Less than 1 year
Performance Measures	Contract contains multiple defined and measurable performance	Contract contains at least one clearly defined or measurable performance measure	No performance measures included in contract >= \$100k but <\$1 million	No performance measures included in
Deliverables	Contract contains multiple deliverables that are clearly defined	Contract contains at least one clearly defined deliverable	No deliverables included in contract	No deliverables included in contract
Financial Reports Required	>= \$500k but <\$1 million – substantial financial reports required	>= \$1 million but <\$1 million – substantial financial reports required	>= \$1 million - minimal financial reports required	>= \$1 million - no financial reports

Table 1A:

Evaluation Table (Use the criteria in Table 1 to determine the score for each factor and total up the scores.)

Project Name:		
Factor	Comments	Score
Total Cost		
Type of Contract Purchase		
Payment Type/Structure		
Essential MSU Function		
Percentage of Services Performed by Subcontractors		
Stability & Experience of Vendor's Key Management		
Compliance History		
Past Programmatic Performance		
Audit Results		
Number of Years in Business		
Performance Measures		
Deliverables		
Financial Reports Required		
Other		
		TOTAL

Table 2: Risk Assessment Matrix (Use the scores provided in Table 1A to determine the level of risk.)

Risk Level	Point Range	Description
Extremely High Risk	E 40-52	Projects include unexpected levels of risk, including critical issues that are likely to occur if the contract is not properly managed. Contract management staff must consider possible contract risks, document and include them in the contract management plan and determine how risk will be monitored.
High Risk	H 27-39	Projects contain potentially serious risks that may occur. The contract management plan must include language that ensures proactive strategies to reduce risk and the method of monitoring the risk.
Medium Risk	M 14-26	Projects contain some level of risk that may occur. Contract management staff should consider if a contract management plan is required. If a contract management plan is not required, the purchaser will identify and document with an explanation of how risks will be managed. This information will be maintained with other contract documentation.
Low Risk	L 0-13	Projects contain minimal risks and are unlikely to occur. Contract management staff can proceed with contracting as planned.

Summary of Risk Management:
Risk Mitigation Plan:

APPENDIX B

Contract Routing Sheet

<u>MSU CONTRACT ROUTING SHEET</u>	
IMPORTANT: Contracts are to be signed by the delegated authority after the completion of this review process.	
<input type="checkbox"/> New Contract	<input type="checkbox"/> Renewal Contract
<input type="checkbox"/> Change Order	<input type="checkbox"/> Other: _____
Revenue Account Number: _____	Contract Amount: _____
Expense Account Number: _____	Date Routed: _____
P.O. Number: _____	Vendor Code: _____
Departments shall complete this form in its entirety. Indicate non-applicable items by N/A.	
Contract Purpose: _____	
Contract Period: _____ Does Contract Renew? Yes <input type="checkbox"/> No <input type="checkbox"/> If so, When: _____	
Contract Deliverables: _____	
Board of Regents (BOR) Approval Required: Yes <input type="checkbox"/> No <input type="checkbox"/> Meeting Date: _____ Board Item No: _____	
This contract must go to the BOR if: it is \$500,000 or greater per year (except bequests, gifts, or grants, or a State energy agreement), or involves acquisition, purchase, sale, or encumbrance of real property (except mineral lease less than \$100,000), or a contract in excess of 5 years (except with 120 days or less cancellation notice or mineral lease less than \$100,000). If BOR approval required, BOR specify signature authorization other than President? Yes <input type="checkbox"/> No <input type="checkbox"/> Attached <input type="checkbox"/>	
MSU Office of Origin: _____ Individual Responsible: _____ Phone No: _____	
University Funds Required: No <input type="checkbox"/> Yes <input type="checkbox"/> \$ _____ Verified Available: Yes <input type="checkbox"/> No <input type="checkbox"/> Revenue Contract Yes <input type="checkbox"/> No <input type="checkbox"/>	
Contractor: _____ Contractor's email address: _____	
Contractor Representative: _____ Phone: _____ Fax: _____	
Contractor's Address: _____	
Resident Contractor: Yes <input type="checkbox"/> No <input type="checkbox"/> State of Non-Resident Contractor: _____ Is Contractor an MSU Employee: Yes <input type="checkbox"/> No <input type="checkbox"/>	
Procurement: _____ bid out _____ sole source (attached) _____ State contract _____ other: _____	
Historically Underutilized Business (HUB): Yes <input type="checkbox"/> No <input type="checkbox"/> HUB Plan (required over \$100,000): Yes <input type="checkbox"/> No <input type="checkbox"/>	
Review and Approval Signatures:	
Department _____ Date _____	
<i>By signing this form, the Department is verifying that they will abide by the terms of the agreement and has obtained approval of any other department(s) contributing technical support, services, and/or personnel (e.g., IT Dept. – software; office of sponsored programs for external funding – grants and gifts)</i>	
Initiating Dept.'s Designated Contract Liaison/Monitor _____ Date _____	
Other Dept. Supervisor(s) Contributing Personnel/Services _____ Date _____	
Dean _____ Date _____	
<i>Approval required on all contracts for reporting departments/grants</i>	
Associate Vice President _____ Date _____	
<i>Approval required on all contracts for reporting departments/grants</i>	
Appropriate Vice President _____ Date _____	
<i>Approval required on all contracts for reporting departments; VP Univ. Advancement & Public Affairs on all grants; signature authority of appropriate VP for contracts of less than \$100,000 per year for reporting departments</i>	
Provost and Vice President for Academic Affairs _____ Date _____	
<i>Approval required on: all contracts for reporting departments, affiliation/clinical agreements (or President's), and all sponsored research grants; signature authority for contracts of less than \$100,000 per year for reporting departments, affiliation/clinical agreements</i>	
Vice President for Administration and Finance _____ Date _____	
<i>Approval required on: all contracts for reporting departments, all IT contracts, fiscal approval of contracts of \$50,000 or more per year, all sponsored research grants, and professional and consulting services; signature authority for: contracts of less than \$100,000 for reporting departments</i>	
Purchasing/Contract Management Office _____ Date _____	
<i>Approval required on all contracts (except University employment contracts)</i>	
Proposed contract attached? Yes <input type="checkbox"/> No <input type="checkbox"/> If applicable, a copy is attached of the delegation of signature authority by the _____ BOR _____ President	
Required Notice for Professional/Consulting Services (Tex.Govt.Code §2254) by: LBB Yes <input type="checkbox"/> No <input type="checkbox"/> Gov.'s Budget/Planning Office Yes <input type="checkbox"/> No <input type="checkbox"/>	
Verify that the solicitation, purchasing methods, and contractor selection process comply with State law and University policy? Yes <input type="checkbox"/> No <input type="checkbox"/>	
Verify that University documented best value standard used and complied with University's & Comptroller's contract management guide? Yes <input type="checkbox"/> No <input type="checkbox"/>	
Other Reviews and Approval Signatures, as required:	
General Counsel _____ Date _____	
<i>Approval required on all contracts unless using an unmodified standard contract form pre-approved in writing</i>	
Comment: _____	
President _____ Date _____	
<i>Approval required on all contracts: for direct reporting departments, of \$500,000 or more not requiring BOR approval, of \$100,000 or more but less than \$500,000, related to mineral interest in real property of less than \$100,000, licenses /convegnances of MSU intellectual property, professional and consulting services, and outside legal counsel; required signature authority (or designee) on all contracts: for reporting departments, of \$100,000 or more (except contracts otherwise specified by the BOR), for outside legal counsel</i>	
Comment: _____	
This Section for Use by Contract Management Office Only:	

APPENDIX C

Vendor/Contractor Performance Report

Midwestern State University Vendor/Contractor Performance Report

Instructions: This form is required to be prepared by the Contract Liaison and then submitted to the MSU Purchasing/Contract Management Office. For less than satisfactory evaluations or unacceptable evaluations, a copy will be submitted to the Contractor/Vendor. Supporting documentation of correspondence with Contractor/Vendor shall be attached to this evaluation form for record.

Part I – GENERAL CONTRACT DATA					
Contract No. (not project number)	Contract Date	Today's Date			
To: Vendor Name, Address, Fax number, VID Number		From: Department Name and Address (please include contact name, phone number, and e-mail address)			
Description and location of work:					
<u>FISCAL DATA</u>	<u>Amount of original Contract</u>	<u>Amount of Modifications (+ or -)</u>	<u>Liquidated Damages Assessed (if any)</u>	<u>Net Amount Paid to the Contractor</u>	
<u>SIGNIFICANT DATES</u>	<u>Date of Award</u>	<u>Original Contract Completion Date</u>	<u>Revised Contract Completion Date</u>	<u>Date Work Accepted</u>	
Type and Extent of Subcontracting					
Part II – PERFORMANCE EVALUATION OF CONTRACT					
PERFORMANCE ELEMENTS	A (90% - 100%)	B (80% - 89%)	C (70% - 79%)	D (60% - 69%)	F (% - 59%)
Quality of Work					
Timely Performance					
Effectiveness Of Management					
Compliance with Labor Standards					
Compliance with Safety Standards					
Overall Evaluation					
Detailed explanation (Please be specific; attach additional sheets if required):					

Administrative Head or assigned Contract Liaison

Office of Purchasing/Contract Management Signature

Revised: 08/01/2016