

Memo To: All UH-Downtown/PS Holders
From: Dr. Loren Blanchard, President
Subject: Contract Administration

UH-Downtown/PS 05.A.06
Issue No. 6
Effective date: 01/10/2022
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1. PURPOSE

This Policy Statement (PS) establishes the policy for the approval and awarding of contracts entered into on behalf of the University for services in accordance with the [UH System Administrative Memorandum 03.A.05](#), [Board of Regents Policy 55.01](#) et al, and Board of Regents Bylaws and all applicable federal and state laws, regulations, agency advisory opinions and judicial and administrative determinations.

No person has the authority to bind the University of Houston - Downtown (UHD) contractually except in accordance with this policy.

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

This PS does not apply to:

- a. Contracts for the procurement of goods, materials and supplies that are normally procured by the University Purchasing Departments, or
- b. Contracts pertaining to Sponsored Research and/or intellectual property which are funded by grants or other external funding sources (these are processed by the University of Houston-Downtown Office of Research and Sponsored Programs.)

2. DEFINITIONS

2.1 [Authorized Contract Signatory](#): An employee who had been delegated the authority to execute contracts for the University. All delegations of contracting authority must be:

- a. In accordance with the UH System [Chancellor/President's Delegation of Authority](#) and
- b. Made in writing and on file with UHD Contract Administration Office.
- c. Individuals approved as a signatory in accordance with paragraphs a. and b. above may delegate contract signatory approval in writing during periods they are temporarily off campus (e.g. vacation, sick leave, etc.), or for relatively lower value contracts and/or specific types of contracts.

2.2 Board: The University of Houston System Board of Regents

- 2.3 **Classified Advertising:** Expenses for newspaper, magazine, radio, television, billboard, classified, yellow page, and all other printed advertisements. This only covers advertisements and does not extend to fees paid to public relations or advertising firms for their services in developing or executing coordinated campaigns or programs.
- 2.4 **Consulting Services:** The practice of studying and advising a state agency in a manner not involving the traditional employee/employer relationship. To “study” means to consider some aspect of the agency in detail. To “advise” means to provide a recommendation or identify options with respect to some course of action. Generally, a true “consultant” delivers information or provides assistance that enables the state agency to take some course of action. When a contract involves a mix of deliverables, it is considered a consulting contract only when consulting services, as defined above, are the primary objective of the contract.
- 2.5 **Contract:** A written agreement between two or more parties that creates in each party an obligation to do or refrain from doing something and a remedy for such party’s failure to fulfill the obligation. As used in this PS, references to “contracts” include, but are not limited to, agreements, terms and conditions, amendments, letters of agreement, letters of intent, statements of intent, memoranda of understanding, leases, interlocal agreements, interagency agreements and any other contract-related documents.
- 2.6 **Contract Cover Sheet:** An internal form used to provide summary information about the contract, vendor, scope of work and value of the contract. It also identifies and certifies the person responsible for ensuring the terms of the contract, specifies signature approval of the contract as approved in writing by Executive Management, and identifies an internal contact for questions regarding the processing of the contract. Page 2 of the form is a questionnaire checklist designed to ensure compliance with contracting policies, procedures and legal requirements. The Contract Cover Sheet can be obtained from the Contract Compliance and Administration website.
- 2.7 **OGC:** The University of Houston System Office of General Counsel - Office of Contract Administration.
- 2.8 **Originating Department:** The University department or representative that initiates a contract request and/or otherwise has responsibility for such contract.
- 2.9 **Professional Services:** 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 (Texas Government Code §2254.002(2)). Services provided by professionals outside the scope of their profession, e.g., management consulting services provided by

accounting firms, are not considered professional services for the purposes of this policy.

2.10 PS: UHD Policy Statement

2.11 Responsible Party (RP): The person accountable for the contract from initial discussions through completion of the contractual transactions. The responsibilities of this individual include:

- a. The description of the goods and services to be provided to the University (e.g. warranties, delivery terms, acceptance period, and maintenance terms),
- b. The description of the University's obligations (e.g. scope of work, payment due dates, late charges, tax, charges, insurance, and confidentiality requirements) and all other provisions of the contract,
- c. Ensuring that all good faith efforts are employed to meet all terms, conditions and responsibilities of the contract, and
- d. Ensuring the contract terms are met prior to payment for the defined scope of work.

2.12 Sponsored Research: Includes research and development projects that usually involve the preparation of specialized contracts such as grants, sub-recipient agreements or sub-contract agreements with other entities.

2.13 Standard Form Agreement: Contracts and other documents that have been previously reviewed and approved by OGC for proper form and legality, including compliance with applicable state laws, constitutional requirements and Board and System policies. Standard form agreements are denoted by a contract number such as the following example: "OGC-S-2010-01."

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

2.15 System: University of Houston System

2.16 University: University of Houston-Downtown

2.17 Vendor Verification: Confirmation the vendor is not "On Hold" with (i.e., owes money to) the State of Texas prior to initiating the contracting process. Verification

can take place through the [Texas Comptroller of Public Accounts](#) website or via [PeopleSoft](#).

- 2.18 Debarment Check: Confirmation the vendor is not debarred from doing business with the State of Texas, effective from the date of debarment for the length of time indicated. [Debarred Vendor List](#) can be tracked through the Texas Comptroller of Public Accounts website.
- 2.19 [System for Award Management \(SAM\) Check](#): To verify that the vendor is not excluded from grant or contract participation at the federal level. A contract cannot be awarded to a vendor named on the U.S. Treasury Department, Office of Foreign Assets Control's master list of specially designated nationals and blocked persons.
- 2.20 Iran, Sudan & Foreign Terrorist Organization Check: Confirmation that the vendor is not on the [Divestment Statute Lists](#). Divestment Statute Lists can be tracked through the Texas Comptroller of Public Accounts website.

3. POLICY

- 3.1 Delegation of Contract Signature Authority - All delegations of contracting authority must be made in writing, approved by the President, and filed with the UHD Contract Administration Office. No employee, officer, or agent of the University shall have the authority to execute contracts unless expressly delegated such authority pursuant to this policy. Contracts are legally binding only upon execution of the contract by an employee, official, or agent of the University with delegated contractual signatory authority.
 - 3.1.1 Subsequent to the Chancellor's delegation, the President may negotiate, execute and administer all contracts and related necessary legal documents and instruments not requiring Board approval as designated in this PS.
 - 3.1.2 Prior to the beginning of each fiscal year, the President may delegate to the Vice Presidents and other individuals the authority to negotiate, execute, and administer contracts and related necessary legal documents and instruments not requiring Board of Regents approval. This delegation will be kept on file in the President's Office, Business Office and Board of Regents System Office. A copy will be forwarded to the Vice Presidents and the UHD Contract Administration Office.
 - 3.1.3 Each President, Vice President and other individuals to whom authority has been delegated in section 3.1.2 may negotiate, execute, and administer all contracts and procurement of equipment, goods, and services, or extension, modification or renewal of existing contracts, up to and including the amount specified in writing, but not expected to exceed \$300,000 as follows:

- a. Contracts for new construction;
- b. Contracts for repair and rehabilitation;
- c. Contracts for furnishings and equipment related to new construction or repair and rehabilitation;
- d. Contracts for architects, engineers and general contractors supporting projects noted in this Section a. through c. above;
- e. Contracts for professional services firms relating to testing, environmental issues and HVAC systems supporting projects noted in this Section a. through c. above, or
- f. Other contracts not expected to exceed \$300,000, except for contracts described in Section 3.1.7 below.

3.1.4 All contracts from \$300,000 to \$500,000 shall be approved by the Senior Vice Chancellor/Vice President for Administration and Finance. Contracts greater than \$500,000 require the approval of the Chancellor; Senior Vice Chancellor/Vice President for Administration and Finance; component university President (if appropriate); component university Chief Financial Officer (if appropriate); and (in the case of construction contracts) the Associate Vice Chancellor for Facilities/Construction Management. Furthermore, all contracts greater than \$500,000 must be signed by the Chancellor or his or her designee.

3.1.5 Contracts greater than \$1 million must be approved by the Chancellor, following approval by the Board.

3.1.6 When total project costs of a new construction and/or renovation project are \$300,000 or less, each component university shall ensure that all plans, specifications and bidding documents are reviewed for compliance with applicable state laws prior to being released for bidding. When total project costs are greater than \$300,000, the System Facilities Planning & Construction Department shall manage the projects. This includes the review of all plans, specifications and bidding documents for compliance with applicable state laws prior to being released for bidding.

The Component may request authority to manage a specific project over \$300,000 up to \$1M by submitting a request in writing detailing the scope of the project for the approval of the Vice Chancellor on a project by project basis. Evaluation and approval of requests will be based upon the Components expertise and ability to negotiate, review, and administer such contracts. Requests for authority to manage a project over \$300,000 up

to \$1M by the Component must be received and approved before proceeding with the project.

3.1.7 The following contracts must be routed through the Office of Contract Administration for Contract Compliance for the Chancellor's approval and execution. Delegated authority is not given to the component university Presidents for the following:

- a. Contracts for the purchase, gift or acquisition of real property;
- b. Contracts for the sale of real property or conveyance of any rights in real property; and
- c. Contracts for real estate leases, lease renewals and extensions, as lessor or lessee.

3.2 Administrative and Legal Review - All contracts must have all applicable administrative and legal reviews prior to execution of the contract. The contract must be fully executed (signed by all parties) prior to commencement of any duties/actions by the parties pursuant to the contract.

3.2.1 All contracts must be reviewed and approved by OGC before execution.

3.2.2 Standard form agreements less than \$50,000 with no substantive change may be used without additional review and approval by the Office of the General Counsel.

3.2.3 Non-standard agreements with an unaltered standard addendum attached, that are less than \$50,000 and not within any of the special contracting requirements set forth elsewhere in this PS, do not require approval by the Office of General Counsel.

3.2.4 Any substantive change that modifies the legal terms of a contract or agreement will render the document non-standard and require OGC review and approval.

3.2.5 All standard revenue form agreements \$50,000 and under with no substantive change may be used without additional review and approval by the Office of the General Counsel. All standard revenue contracts over \$50,000 must be reviewed by OGC. All non-standard revenue contracts must be reviewed by OGC.

3.2.6 All contracts valued at \$50,000 or more must be reviewed by OGC.

3.3 Contract Amendments

- 3.3.1 Submission of a contract amendment must include the proposed amendment and a copy of the original contract together with any prior amendments.
 - 3.3.2 Contract amendments must follow the same review and approval process that applied to the original contract, or the higher review, approval process and signatory as required by the dollar value of the amended contract.
 - 3.3.3 Contract amendments must be signed by the same individuals who signed the original contract or the individuals currently in the same organizational position designated on the original contract.
 - 3.3.4 Proper signature authority for an amendment is determined by adding the total value of the original agreement plus all subsequent amendments. If the total value increases the delegated level of signature authority, the higher level signatory must be added to the amendment document along with the original contract signatories.
 - 3.3.5 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 Chancellor is authorized to execute the amendment, change, extension or renewal without further action by the Board.
 - 3.3.6 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.
- 3.4 Contracts Requiring Board Approval - The following contracts must be approved by the Board of Regents in an open meeting:
- 3.4.1 Contracts for the purchase, gift or acquisition of real property.
 - 3.4.2 Contracts for the sale of real property or conveyance of any interest in real property; expressly excluded are utility easements to serve one or more component universities.
 - 3.4.3 Real estate leases and lease renewals and extensions, as lessee, if the obligation of the lease is equal to or greater than \$1,000,000
 - 3.4.4 Oil and gas leases with an expected bonus exceeding \$100,000.
 - 3.4.5 Banking agreements.

- 3.4.6 Any single procurement or revenue contract for construction, equipment, goods, and/or services, not specified above, that is expected to exceed \$1,000,000.
- 3.4.7 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 already approved by the Board by over 25%.
- 3.4.8 Any series of contracts that are initiated in the same department for the same goods or services with the same party within a fiscal year, that if combined in one contract, would require Board approval.
- 3.4.9 Any other contract the Board might designate as having significant importance to require Board approval.
- 3.5 Requirements for Contracts Requiring Board Approval – The Board holds four regularly scheduled meetings per year.
 - 3.5.1 All contracts requiring Board approval must be reviewed and approved by OGC before execution.
 - a. Board of Regents Approval - All contracts, amendments or extensions after December 31, 2015, valued at \$1 million or more (revenue or expense), or that otherwise require Board of Regents approval, require the contractor to complete an online [Certificate of Interested Parties form \(Form 1295\)](#) on the Texas Ethics Commission (TEC) website.
 - b. The UH Controller will ask the contractor to complete Form 1295 and notify the department when the form has been received and the contract can be signed.
 - 3.5.2 The Chancellor is a required signatory on all contracts approved by the Board.
 - 3.5.3 The department and/or the Responsible Party for the contract is responsible for continuously monitoring all procurement contracts over \$1,000,000 executed on or after September 1, 2015, which are considered contracts that require enhanced performance monitoring for compliance during the term for the contract. Any serious risks or issues related to the contract (such as delivery schedules will not be met or other breach of contract terms) shall be reported to UHD's Vice President for Administration and Finance and the Contract Administration Office, for reporting to the UH Controller.
- 3.6 Lease of Space by a Component Unit: The Chancellor must approve all leases, regardless of the source of funding.

An originating unit desiring to lease space should anticipate working with the System Office of Real Estate Services and the System Office of Contract Administration, after obtaining approval of the Chancellor as noted in Section 3.1.7 c. The originating unit must confirm the source of funds before submission of the lease.

3.7 Professional Services and Consulting Contracts (See Texas Government Code Chapter 2254)

3.7.1 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 (Texas Government Code §2254.003). Failure to comply with these requirements will render the associated contract(s) void.

3.7.2 All consulting contracts that can reasonably be expected to or will exceed \$25,000 must be reviewed by OGC to ensure compliance with the numerous state requirements that must be met before and after entering into consulting contracts (including contract renewals, amendments and extensions for such services). Failure to comply with the state requirements will render the associated contract(s) void.

These contracts must be submitted to OGC at least six (6) weeks prior to the start date for services. The additional time is needed to request approvals from the Governor's Budget & Planning Office and the Legislative Budget Board (LBB). A request for proposals for the consulting services must be published in the Texas Register.

3.7.3 Following the end of each fiscal year, a report shall be submitted to the Board of Regents listing all professional service or consulting contracts where total compensation from System-wide sources to a single entity exceeded \$250,000 during the fiscal year.

3.8 Revenue-Generating Contracts

3.8.1 All contractual transactions for which revenues will be generated for the university, including review by the Vice President for Administration and Finance (or university designee), and the University of Houston Tax Director (only for revenue contracts over \$50,000, and such review should occur prior to submission of the contract to the System Office of Contract Administration), review by the System Office of Contract Administration, processing by the university contracting office, 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, and public service or campus support functions. .

- 3.8.2 All revenue generating contracts and all contracts where payment by the University is contingent upon records processed and maintained by another party to the contract must contain an audit clause. This clause must give the System and/or University the right to access and audit any and all documents pertaining to the contractual relationship held by any party to the contract.
- 3.9 Contract 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. ([UH System Administrative Memorandum 03.A.05 – Contract Administration](#)).
- 3.10 Agreements with Other State and Local Government Entities - UHD 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 Contract Administration Office.
- 3.11 Purchase of Classified Advertising Less than \$25,000 – The Divisions of Advancement and External Relations and Human Resources may purchase classified advertising (as defined in this policy) without a contract if the purchase meets all of the following requirements:
- a. The vendor does not require a contract, and
 - b. The transaction involves no terms and conditions outside of the defined scope of work (i.e., cost of purchase, time frame and description of work), and
 - c. The purchase is made with local (as opposed to state) funds.

Purchases of classified advertising that meet these requirements may be made as follows:

- a. For an individual purchase less than \$5,000, pay the invoice, or
- b. For an individual purchase of \$5,000 or more, and a total fiscal year expenditure to the vendor of less than \$25,000, use a purchase order issued by the Purchasing Department.

Any purchase over \$25,000 per vendor per fiscal year requires a contract and the appropriate legal review.

3.12 Originating Department and Responsible Party

3.12.1 Contract Management - The Responsible Party (RP) assumes primary responsibility for the contract from inception to completion of the transaction. The Contract Administrator will assist with non-standard contracts or agreements.

- a. Prior to submitting the contract to the Contract Administrator, the RP is responsible for reviewing the contract and notifying the Contract Administrator of any concerns or suggested modifications.
 - a. [If insurance is required](#) for the contract, proof of insurance (a certificate of insurance) that meets the contractual requirements should be submitted with the contract package.
 - b. After execution of the contract, the Responsible Party is accountable for monitoring and assuring performance in accordance with provisions of the contract.
 - c. If responsibility transfers to another individual prior to the contract end date or renewal of the contract, a new acknowledgment statement must be completed identifying the person responsible for ensuring the terms and conditions of the contract are met. This chain of responsibility memorandum, containing a signed acknowledgment statement, should be retained by the department(s) responsible for monitoring contract compliance.

3.12.2 Contract Payment – Payments subject to this PS require a fully executed contract before payment can be issued by Accounts Payable, regardless of payment amount. All payments or reimbursements for contractor expenses must be authorized by the contract. The Originating Department/Responsible Party is responsible for providing all pertinent documents and information required by the Accounts Payable Department.

3.12.3 Retention of Contracts and Related Documents – In accordance with Senate Bill 20 Section 441.1855, UHD is required to retain each contract entered into and all contract solicitation documents related to the contract and may destroy the contract and documents only after the seventh anniversary of the date:

- a. The contract is completed or expires, or
- b. Issues associated with the contract or documents are resolved.

3.13 Contract Administration Office

3.13.1 The Contract Administration Office will:

- a. Maintain all standard and non-standard contract documents,
- b. Advise and assist the originating department and other University representatives regarding appropriate selection and usage of contract forms and other contract-related issues, and
- c. Assist in the drafting/review/revision/negotiation of contracts on behalf of the University.

3.13.2 The Contract Administrator will:

- a. Act as a liaison between the originating department and OGC to obtain legal review and approval for all non-standard contracts and work with the vendor/Originating Department to facilitate full execution of non-standard contracts,
- b. Provide training for the University,
- c. Develop and implement a contract numbering system that will provide a unique identification number for each processed contract,

Provide required notices and reports on a timely basis to the Legislative Budget Board (“LBB”) and other required state reporting offices

4. PROCEDURES

- 4.1 Prior to Writing a Contract - Prior to initiating the contracting process, the originating department must verify the vendor is not “On Hold” with the [Texas Comptroller of Public Accounts](#). (State law allows the Comptroller to deduct the amount of the vendor’s indebtedness to the state or tax delinquency from any amount paid to the vendor. [PeopleSoft](#) will not allow the payment of an invoice to a vendor “On Hold”. Accordingly, we do not contract with “On Hold” vendors.)
- 4.2 Contract Cover Sheet - Complete the Contract Cover Sheet. (The most current version of the Contract Cover Sheet will be on the “Contract Compliance and Administration” website.) Respond to and address all “Contract Checklists” items on page two (2). Obtain all required approval signatures on page one (1) and certification/signatory signatures on page three (3).

- 4.3 [Information Security Hosted Services Contract Checklist](#) - Contracts for software or services that involve the hosting of University data on third party systems/cloud environments (non-UHD/UHS servers) require information security assessment.
- 4.3.1 The top half of the Information Security Hosted Services Contract Checklist (“General Contract Information” and “Summary of Contract Terms”) must be completed and forwarded to the Director of UHS Information Security for assessment.
 - 4.3.2 The completed Checklist will be returned to the department, and must be included in the contract package forwarded to the Contract Administration Office.
- 4.4 Contract Number - Submit the Contract Cover Sheet and appropriate associated contracting documents to the Contract Administrator for review and to obtain a contract number. The contract number should be included on the contract package.
- 4.5 Contract Review and Approval - All contracts must be reviewed and approved by OGC.
- 4.5.1 All revenue-generating contracts over \$50,000 require OGC review and approval. (Reference paragraph 3.2 including subparagraphs.)
 - 4.5.2 Contracts on the “Contract Compliance and Administration” website have been approved by OGC as indicated in the footnote of the contract document.
 - 4.5.3 Non-standard agreements with a standard addendum attached, that are less than \$50,000 and not within any of the special contracting requirements set forth elsewhere in this PS should be administered by the Originating Unit in accordance with this PS. Review of such contracts by OGC is not required. (Reference paragraph 3.2 including subparagraphs.)
 - 4.5.4 All other vendor and contractual documents without the OGC approval can be forwarded to the Contract Administrator for processing through OGC and execution of the contract package.
- 4.6 Effective Date – The earliest possible effective date of the contract is the date of full execution of the contract.
- 4.6.1 All applicable administrative and legal reviews must be completed prior to execution of a contract.

- 4.6.2 The contract must be fully executed by authorized contract signatories prior to commencement of any duties/actions by the parties pursuant to the contract.

4.7 Processing Time Frames

- 4.7.1. 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 paragraph 3.7.2 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).

- 4.7.2. Rush Request – Rush requests for contracts that require OGC review and approval must be in writing and signed by a Vice President.
- 4.7.3. 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.
- 4.7.4. Standard Form Agreements - Standard form agreements that require no OGC review are to be fully executed least five (5) business days before the effective date/start date of the contract.
- 4.7.5. Agreements that Require OGC Review - Agreements that require OGC Review should be received by OGC at least twenty (20) business days prior to the effective date/start date of the contract to allow for negotiations of revised contract language (reference paragraph 3.2 and 3.3).
- 4.7.6. Additional Processing Time - Certain specialized agreements and those requiring public bidding may require longer processing times.
 - a. For contracts that require Board approval, the Board only meets four (4) times per year (reference paragraphs 3.4 and 3.5),

- b. Leased space required UHS Chancellor approval as well as time required to work with both the System Office of Real Estate Services and OGC (reference paragraph 3.6)
 - c. New construction and/or renovation projects that require System Facilities Planning and Construction review/management (reference paragraph 3.1.6),
 - d. Certain consulting services contracts that exceed \$25,000 must be submitted to OGC at least six (6) weeks prior to the start date for services (reference paragraph 3.7.2)
 - e. Procurements that require posting on the Electronic State Business Daily must be posted at least 14 days prior to execution of a contract (21 days if bid specifications cannot be electronically uploaded).
- 4.8 [Authorized Contract Signatory](#) - Contracts must be signed by an Authorized Contract Signatory. Delegation of contract signature authority must be in writing, signed by the President, filed with the Office of Contract Administration and consistent with the [UH System Chancellor/President's Delegation of Authority](#). (Reference paragraph 3.1 including subparagraphs.)
- 4.9 Contract Distribution – A fully executed, legible and complete contract package should be forwarded to the Contract Administrator, the vendor and the originating department/responsible party.
- 4.10 [Record Retention](#) - Originating unit must retain a fully-executed, legible copy of every contract executed in accordance with the State of Texas Senate Bill 20 – Section 441.1855. (Reference paragraph 3.12.3)

5. REVIEW PROCESS

Responsible Party: (Reviewer): Vice President for Administration and Finance

Review: Every three years on or before June 1st

Signed original on file in the Office of Human Resources.

6. POLICY HISTORY

Issue #1: 04/25/94
Issue #2: 01/08/01
Issue #3: 07/11/01
Issue #4: 01/22/13

Issue #5: 08/15/16

7. REFERENCES

[UH System Administrative Memorandum 03.A.05 – Contract Administration](#)

[Board of Regents Policy 55.01 \(Scroll down to Contracts 55.01\)](#)

[Record Retention - State of Texas Senate Bill 20 – Section 441.1855.](#)

[Contract Compliance and Administration Website](#)

[Contract Cover Sheet](#)

[Certificate of Interested Parties form \(Form 1295\)](#)

[Information Security Hosted Services Contract Checklist](#)