

## PROCUREMENT CONTRACTING & COMPLIANCE – INFORMATION AND GUIDANCE

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The Procurement Contracting & Compliance (PC&C) Division, a component of University Business Services, supports the University's procurement mission by:

- Reviewing and negotiating terms and conditions for University purchases;
- Memorializing settled business terms into written agreements; and
- Managing the contract review, approval and execution processes with suppliers, University signatories, the Office of the General Counsel and the Office of the Attorney General of the State of Connecticut as required.

### **Procurement Contracting and Compliance Mission**

Procurement Contracting and Compliance, a division of the UBS unit, renders the vendor relationships, business terms, and project vision developed by the University community into contracts that ensure those relationships, terms, and vision withstand the tests of time and chance while reflecting the values and priorities of the University and the State of Connecticut.

#### 1.1 **Contracts in the Name of the University**

All University Contracts shall be made in the name of the "University of Connecticut" and may, if reasonable, identify the applicable department or unit.

#### 1.2 **University Contract Approvals and Delegated Authority**

In the resolution linked here: [D-04.-Delegation-of-President's-Contract-Signing-Authority-for-Storrs-Regional-Campuses-Law-School-and-School-of-Social-Work-4\\_30\\_2013.pdf \(uconn.edu\)](#), the University of Connecticut's Board of Trustees grants the University's President the authority to sign contracts and to delegate that contract signing authority. Only those individuals named in the resolution have the authority to sign contracts on behalf of the University. Any University contract executed without proper authority shall be deemed null and void unless subsequently ratified in writing. The University shall obtain all required approvals and signatures and retain documentation thereof in its files for the period specified in the applicable University document retention policy.

No person shall act in a manner contrary to the requirements of this section. If a person acts or attempts to so act, he/she may be personally liable for such act(s) and may be liable to the University for any damages or losses sustained by the University as a result.

#### 1.3 **Delegated Authority**

- (a) Procurement authority at the University of Connecticut flows from the Board of Trustees, through delegation to the Vice President for Finance / Chief Financial Officer.
- (b) The University's Board of Trustees resolution dated February 18, 2010 grants the President with signing authority for all University Contracts and grants the authority to delegate such signing authority.

#### 1.4 **What is a University Contract?**

Examples of University Contracts include, but are not limited to, expenditure contracts, revenue contracts, leases of real or personal property, real property agreements, academic and cooperative agreements, interagency and intergovernmental agreements, licenses, grants, construction contracts, personal services contracts, intellectual property, conveyances, memoranda of understanding and/or agreement. For purposes of these guidelines, the term "University Contract"

does not include a purchase order, voucher, or procurement card transaction, unless otherwise specified.

1.5 **Contracts to be in Writing**

All University Contracts shall be in writing, and no University employee or agent, or Trustee of the Board, shall have the authority to enter into a binding oral contract on behalf of the University.

1.6 **Legal Review of Contracts**

The University General Counsel shall perform legal review of all University Contracts having a value of \$25,000 or greater.

The Attorney General for the State of Connecticut shall perform legal review of all University Contracts having a value of \$250,000 or greater.

1.7 **Independent Contractor Relationship**

The University shall maintain the distinctions between work performed by persons who are employees of the University and services performed by independent contractors of the University (and their employees, agents, and representatives.). In that regard, the University shall act in accordance with all applicable Federal and State statutes, regulations, and opinions of the Attorney General for the State of Connecticut.

Stakeholder departments may be asked to respond to questions promulgated by the Office of Labor Relations to determine if a provider should be categorized as an employee or as an independent contractor. This determination shall be made in collaboration with the appropriate UBS employee, the stakeholder department, and the Human Resources and/or Labor Relations division, as appropriate. The reference guide to assist departments in their evaluation of the employment relationship is linked here: [Guidelines-for-Assessing-IC-Relationships.pdf \(uconn.edu\)](https://uconn.edu/Guidelines-for-Assessing-IC-Relationships.pdf)

1.8 **Indemnification Prohibited**

As an agency of the State of Connecticut, the University is prohibited from indemnifying and/or holding harmless another party (regardless of the language used) against any liability incurred as a result of the acts or omissions of the University, its employees and/or agents. This prohibition applies to all contracts, regardless of value.

1.9 **Contract Types**

Subject to the limitations of this section, any type of Contract that will promote the best interests of the University may be used. Examples of various types of contracts are:

(a) Multi-Year Contracts

The Procurement Contracting and Compliance Department may enter into multi-year Contracts for Goods or Services subject to funding availability and industry standards.

(b) Purchases from Accepted Third Parties

The University may choose to purchase goods and/or services from third parties, such as (i) the State of Connecticut or its subdivisions; (ii) another State government; (iii) the Federal Government; (iv) a Nonprofit Organization; and (v) Public or Private Consortia. The University may or may not need to enter into participation agreements or sub-agreements with the selected vendor. Such purchases shall be evaluated on a case by case basis by staff within University Business Services.

(c) Master Agreements with Statements of Work

The University may choose to enter into a master agreement for goods and/or services where it is deemed by the stakeholder department and UBS to be in the best interest of the University. The master agreement may or may not have a maximum amount payable and shall generally describe the nature of the goods and/or services to be provided. For each engagement, the Contractor shall provide a proposed Statement of Work (“SOW”) for approval by the stakeholder department. The SOW (or quote/proposal) shall include language that incorporates the terms and conditions of the master agreement and set forth the specifics of the goods and/or services to be provided, along with the proposed schedule for the deliverables and the compensation anticipated for the same. The SOW shall be attached to all purchasing records (requisitions and purchase orders) for payment reconciliation. Should a stakeholder department have questions regarding SOW’s, they should reach out to a professional in the Procurement area for assistance. SOW’s may only be signed by those people with contract signing authority for the University as discussed in section 1.2 herein.

1.10 **Contracting Process**

- a) When engaged by a Purchasing Agent (Buyer), the assigned Contract Specialist reviews terms and conditions for consistency with settled business terms and advises on the best contract vehicle to memorialize business terms.
- b) The Contract Specialist:
  - i. Drafts and negotiates legal terms in a contract;
  - ii. Memorializes settled business terms in a contract;
  - iii. Manages the contract execution process;
  - iv. Secures all required legal review and approval for contracts (Office of General Counsel and/or Attorney General)

1.11 **Amendments**

Contracts may require amendments during the normal course of business or due to a change in the contemplated work or obligated funds for the engagement. Amendments are executed documents that change one or more of the terms of the agreement between the University and another party. Contracts may be amended for any of the following reasons:

- The scope of the project has changed in minor respects;
- Certain terms and conditions of the contract have changed;
- The dates of the contract period have changed;
- The amount and/or schedule of payments has changed;
- The contract end date requires extension;
- The contractor is now operating as or under another business entity.

Amendments must be in writing, clearly marked as amendments and approved either on an approved template provided by the Office of the General Counsel /Office of the Attorney General, or in accordance with the process utilized for the approval of new contracts.

Expired contracts cannot be amended.

Amendments cannot be used to expand the engagement with the vendor beyond the scope of the RFP or bid, as doing so may invalidate the sourcing for the procurement.

## 1.12 **Contract Disputes**

### (a) Statement of Policy

The terms and conditions of University Contracts establish procedures and remedies to resolve Contract and breach of Contract controversies between the University and a Contractor. It is the University's policy to try to resolve all controversies by mutual agreement through informal discussions without litigation. As used in these Procedures, the word "controversy" is meant to be broad and all-encompassing, including the full spectrum of disagreements from pricing of routine Contract changes to claims of breach of Contract.

### (b) Actions in Court

If a Contractor has initiated litigation (e.g., filed a complaint in court which complaint is also the subject of a pending contract dispute), the Associate Vice President of Business Services/ Chief Procurement Officer will not issue a decision and will refer the matter to the University Office of the General Counsel.