



**FINAL**

**Contracts for Review, Approval, and Signing Authority Procedure**

<b>Procedure Name</b>	Contracts for Review, Approval and Signing Authority Procedure
<b>Responsible Division Head or VP</b>	Vice President for Finance & Strategic Partnerships
<b>Responsible Department(s)</b>	All departments per compliance with the Contract Policy
<b>Procedure Author(s)</b>	Finance/Risk Division, Controller’s Office, Digital Strategy & Infrastructure
<b>Last Known Revision Date</b>	04/07/2022
<b>Previous Version Number</b>	None
<b>Current Procedure Effective Date</b>	04/13/2022
<b>Current Version Number</b>	Version #1
<b>Related Policies</b>	Contracts for Review, Approval and Signing Authority Policy

**\*Timing: Minimum of 30 days to accommodate all necessary steps within the procedure**

1. **Procedure for contract process initiation:** Upon receipt of a contract or letter of agreement, the contract relationship owner will forward the contract/letter to the Division Head for consideration and approval to move forward. Here are the steps that must be followed:
  - a. If the contract is for an Independent Contractor, the contract owner is responsible for complying with the [Nonresident Withholding \(pa.gov\)](http://pa.gov) and for notifying the vendor if taxes are to be withheld.
  - b. The department or division bringing the contract forward should have available the appropriate amount of the full contract price. If it is a multiple-year contract, that amount should be identified by year and total the entire cost. For all contracts valued at \$10,000 and above, the Controller’s Office must verify the funding source in the context of the approved operating and/or capital budget. All contracts with a term of more than two years must be approved by both the Vice President of Finance and Strategic Partnerships and by the President.
  - c. Identify the funding source and a budget/account code i.e. 00-000000-0000-00000 to be indicated on invoices or statements. Contact the Senior Financial Analyst or Senior Accountant in the Controller’s Office if the budget/account code(s) is unknown.
  - d. *Vendor Conflict of Interest Statement & Disclosure Form, Exhibit B:* All contracts and proposals that are \$250,000 or more are subject to the terms and conditions of the Vendor Conflict of Interest Disclosure Form to identify any “Covered Individual(s)” within the contract relationship. It is the contract owner’s responsibility to ensure all forms are completed as required.
 

**Definition of a “Covered Individual(s)”:** A spouse, domestic partner, parent, parent-in-law, ancestor, sibling, child, grandchild, great-grandchild, spouse of a sibling, child, grandchild and great-grandchild, any other member of the same household of the

Covered Individual, or any other relative who does or could exert influence on the Covered Individual.

2. **Types of Contracts:** All contracts require a review. See Exhibit A for review structure.
  - a. All independent contractor agreements will be subject to Pennsylvania Withholding Tax which depends on the state where the company resides.
  - b. If the contract is a software subscription or involves housing Albright data, a review, typically taking 5-7 business days by the VP of Digital Strategy & Infrastructure (DSI), is required for the following: Network Security, Application Security, Data Security, Storage, Transmission, Encryption, Use/Re-Use, and Handling especially obedience of applicable laws involving Personable Identifiable Information (PII). DSI may attach an "Information Security Addendum" for the contract relationship owner to send to the contract owner for consideration during negotiations.
    1. At the very least, expect the current industry standards to be referenced to ensure the data is treated accordingly:
      - Center for Internet Security - see [cisecurity.org](http://cisecurity.org)
      - Payment Card Industry/Data Security Standards (PCI/DSS) - see <http://www.pcisecuritystandards.org/>
      - National Institute for Standards and Technology - see <http://csrc.nist.gov>
      - Federal Information Security Management Act (FISMA) - see <https://www.cisa.gov/federal-information-security-modernization-act>
      - ISO/IEC 27000-series - see <http://www.iso27001security.com/>
      - Organization for the Advancement of Structured Information Standards (OASIS) - see <http://www.oasis-open.org/>
3. **Contract/Insurance/Risk Management Review:** Once the contract funding is verified, the contract should then be forwarded to the Finance Division for Insurance/Indemnification review conducted by EIA with areas concerning risk, insurance limits/coverages, and contract legalities.
  - a. This review also takes 5-7 business days. The recommendations after the review will be returned to the Risk Management Liaison with a copy to all that were included on the email communication.
    1. It is the Contract Relationship Owner's responsibility to work through those negotiations.

**Legal Counsel** - Contracts involving a financial commitment of \$100,000 or more, must be reviewed by the College's legal counsel currently Kozloff Stoudt LLC, John Roland, Attorney. He will reference local laws that apply.
4. The contract relationship owner or contract owner will **request** an Albright Purchase Order (PO), see example listed as **Exhibit C** from the Accounts Payable (A/P) Coordinator. All fields within the PO must be completed, once the appropriate review and approvals are obtained. The PO will then accompany the fully executed contract for filing with Controller's Office-A/P. Fully execute the PO with the same authorized signers of the contract. Please note the PO is 4-part document - White Copy- Vendor's Copy/ Yellow Copy- A/P Coordinator/ Pink Copy – Sent with the invoice to confirm receipt and approval to pay invoice/ Gold Copy- For Contract Owners File.
  - a. If the contract is with a new vendor, the contract relationship owner should request of the vendor a [Form W-9 \(Rev. October 2018\) \(irs.gov\)](http://www.irs.gov) "Request for Taxpayer Identification Number (TIN) and Certification" as required to have on file by the Internal Revenue Service.

b. Items to be included on the PO:

1. Vendor information fully detailed (Vendor name, address, telephone number, fax number, Contact name and number)
2. Albright department or division entering into the contract should be included in the Ship To address on the right-hand side of the PO
3. Valid 17-digit Budget/Account number as described in 1c above
4. In the Description section please include:
  - a. Type of contract (Service, lease, entertainment, construction, etc.)
  - b. Term of contract (6 months, 12 months, number of years if multiple, etc.)
  - c. Specific location(s) of service (real estate, construction, venue, etc.)
  - d. Unit Price – agreed upon interim payments with specification of break out budget/account numbers if needed
  - e. Total Cost is full amount of the entire contract – if known (unknown would be for fluctuating interim payments)
  - f. Anticipated delivery/performance date(s)
  - g. Auto-renewal if applicable to the contract/agreement
  - h. Signatures – See Exhibit A
  - i. In order to ensure invoices are processed timely, please include a copy of the authorized PO when invoices are submitted for payment
- c. Payment Schedules should be separately attached to the PO and based on the monthly/quarterly/yearly contract terms as well as the day the payment is due to avoid any late fees that might be assessed.

Albright's payment terms are 45 days unless otherwise specified by vendor.

5. **Contract Value Approval:**

- a. Contract approval dollar limits follow the same internal control as invoices:
  1. Cabinet members have authority to approve up to \$10,000 as long as it solely is a divisional expense
  2. Vice President Finance & Strategic Partnerships, Senior Vice President of Student and Campus Life and Senior Vice President for Academic Affairs/Provost can sign contracts up to \$250,000 value which require two (2) signatures from authorized signers
    - a. Vice President of Finance & Strategic Partnerships will review and authorize all contracts over \$10,000.
  3. President \$250,000 - \$3,000,000
    - a. Includes authorization from Vice President of Finance & Strategic Partnerships
  4. Board of Trustees: \$3,000,000 or more
    - a. Includes authorization from the President and Vice President of Finance & Strategic Partnerships

6. **Record Keeping of fully executed copies. The final signatory is responsible to provide the fully-executed electronic document to [accounts payable@albright.edu](mailto:accounts payable@albright.edu) and Risk Management Liaison, who is responsible for maintaining electronic copies of all executed Albright contracts regardless of Department/Division.** Maintain records within Albright's policy on record retention, see policy page filed under [Information Retention Policy](#).

- a. For ease of reference, an electronic copy should always be stored in the contract owner's shared drive as well as the Controller's Office/Accounts Payable for the fiscal year end reporting.

## Exhibit A

Contract Type	Value	Signer(s)
<b>All contracts Reviewed by Risk Mgmt. &amp; Legal Counsel</b>	<b>\$10,000 and above</b>	<b>VP of Finance &amp; Strategic Partnerships</b>
<ul style="list-style-type: none"> <li>• Lease or purchase of real estate</li> <li>• Use of College facilities</li> <li>• College to provide indemnification or insurance</li> <li>• Use of the College's intellectual property</li> <li>• High risk activities (e.g. off-campus service trips)</li> <li>• College provides off-campus educational programs</li> <li>• Large construction and/or renovation projects involving one or more owners and one or more contractors</li> </ul>	Up to \$250,000	Two signers: VP of Finance & Strategic Partnerships (required), and President, Sr. VP for Academic Affairs/Provost or Sr. VP of Student and Campus Life
	Above \$250,000 to \$3M	Two signers: President and VP of Finance & Strategic Partnerships with the alternative due to absence
Academic and honorarium contracts within the division	Up to \$250,000	Two signers: Sr. VP for Academic Affairs/Provost and President, Sr. VP of Student and Campus Life or VP of Finance & Strategic Partnerships (required)
SGA and student organization and entertainment contracts	Up to \$250,000	Two signers: Sr. VP of Student and Campus Life and President, Sr. VP for Academic Affairs/Provost or VP of Finance & Strategic Partnerships (required)
Athletics	Up to \$10,000 w/in Div.	Co-Athletic Directors as Cabinet Members
	\$10,001 - \$250,000	Two signers: President, Sr. VPs and/or VP of Finance & Strategic Partnerships (required)
IT/Data Contracts where the service involves the exchange of data between Albright and the vendor <b>*Also reviewed by CIO</b>	Up to \$10,000 w/in Div.	Chief Information Officer (CIO)
	\$10,001 - \$250,000	Two signers: President, Sr. Vice Presidents and/or VP of Finance & Strategic Partnerships (required)
Independent Contractors are subject to PA Withholding Tax at 3.07 % if they reside outside of PA	Up to \$10,000 w/in Div.	Cabinet Member
	\$10,001 - \$250,000	Two signers: President, Sr. VPs and/or VP of Finance & Strategic Partnerships (required)
<b>All contracts with \$250,000 value require two (2) signatures from authorized signers-of which the VP of Finance &amp; Strategic Partnerships signature is required</b>		
<b>\$3,000,000 or more requires Board of Trustees approval and signatures</b>		

## Exhibit B



### **VENDOR CONFLICT OF INTEREST DISCLOSURE STATEMENT**

**VENDOR Name:** \_\_\_\_\_

#### Disclosure and Abstention Requirements

Any vendor that plans to submit a contract and/or proposal, with an amount of \$250,000 or above, is required to complete and sign the Conflict of Interest Disclosure Statement ("Statement"). By signing the Statement, the vendor is certifying the vendor has read this statement and agrees to comply with it. Such signed statement shall be maintained in the Controller's Office.

Prior to engaging in a transaction with the College, the vendor shall disclose any interest either personal or financial, whether direct or indirect, which would conflict or reasonably give the appearance of conflicting with the interests of the College. Such vendor shall disclose that interest in writing to the Controller's Office. The vendor shall refrain from influencing any trustee, officer or other employee of the college with respect to the decision or transaction, and shall not be present for the discussion and final decision on the matter.

Note that any disclosure does not preclude the vendor from doing business with Albright College.

#### Process for Considering Potential Conflicts

Upon the identification of a potential conflict by self-disclosure or identification by a vendor of the college, or other third party, the following procedure will be followed:

- A) The potential conflict of interest shall be communicated in writing to the Controller's Office who shall notify the Department or Division requesting the purchase in a timely manner.
- B) The Controller shall determine whether the transaction or relationship merits further analysis or shall be prohibited per se, and shall communicate its decision in writing to the Department or Division requesting the purchase and the vendor.
- C) The conflicted vendor of the College may appeal the decision of the Controller to the Vice President of Finance and Strategic Partnerships. The Vice President of Finance and Strategic Partnerships shall make a judgment and communicate its decision to the conflicted vendor of the College. The conflicted vendor of the College may appeal the decision of the Vice President of Finance and Strategic Partnerships to the President; the President's decision is final.
- D) The final decision shall be provided to the vendor and the requesting Department or Division in writing.

**Disclosures**

I acknowledge that it is my responsibility, as a vendor or potential vendor of Albright College to disclose potential or perceived conflict of interest either personal or financial, whether direct or indirect.

This statement is intended to provide full and complete disclosure of any existing or potential Conflict of Interest and does not rely on a strict interpretation of the language of the Statement to limit disclosure. The disclosure required under the Statement relates not only to me, but also covers any direct or indirect benefit received by me or by a Family Member or by any business, firm, or organization in which I am a director, officer, employee, or through which I receive any financial benefit, as defined in the Statement and/or herein. I recognize that I have a responsibility under the Statement and this Disclosure document to advise the Controller's Office of any significant changes.

**1. Are you aware of any relationships between the College and yourself or any related party of yours, as defined by the letter or spirit of the College's Statement and the above information that may represent a conflict of interest?**

\_\_\_\_\_ Yes \_\_\_\_\_ No

If yes, please list or elaborate on such relationships and state the details of the actual or potential financial benefit as you can best estimate them.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**2. Have you or any related party of yours had any material interest (10% or greater), direct or indirect, in any transaction to which Albright College was, or will be, party?**

\_\_\_\_\_ Yes \_\_\_\_\_ No

If yes, please define transaction and explain the details as you can best estimate them.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**3. Have you or any related party of yours held a material financial interest (10% or greater) in any outside firm that does business with the College?**

\_\_\_\_\_ Yes \_\_\_\_\_ No

If yes, please list the name of company and define the material financial interest as you can best estimate.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

I certify that the foregoing information is true and complete to the best of my knowledge and belief. I agree to disclose any such interest that may occur in the future.

\_\_\_\_\_  
Signature Date

Please return to:  
Albright College – Attn: Controller's Office, P.O. Box 15234, Reading, PA 19612-5234  
Or email to: [accountspayable@albright.edu](mailto:accountspayable@albright.edu) and your contract for the contract/RPF  
Subject: Conflict of Interest - VENDOR

## Exhibit C

**\*DO NOT PRINT THIS FORM – CONTACT ACCOUNTS PAYABLE\***

REORDER FROM CHAMPION GRAPHICS 866-567-4415

		PURCHASE ORDER NUMBER	
		THIS NUMBER MUST APPEAR ON ALL PACKAGES, PACKING LISTS, AND INVOICES	
ORDER DATE	(Vendor)	<b>ALBRIGHT COLLEGE</b> N. 13TH AND EXETER STS. READING, PA 19604 DEPARTMENT: _____	
	(Street Address)		
	(City) (State) (Zip Code)	<b>ALBRIGHT COLLEGE</b> CONTROLLER'S OFFICE P.O. BOX 15234 READING, PA 19612-5234	
TERMS, CONDITIONS, AND GOVERNMENTAL COMPLIANCES APPEAR ON REVERSE SIDE	(Area Code) (Telephone Number)		
	(Area Code) (Fax Number)		
PA TAX EXEMPTION NO. 75-07388-0			
QUANTITY	DESCRIPTION	UNIT PRICE	TOTAL COST
SIGNATURES		ACCOUNT(S) TO BE CHARGED	
		Budget Number	Amount
DIVISION HEAD		Phone: (610) 921-2381 Fax: (610) 921-7530  White - Vendor's Copy Yellow - Controller's Office Pink - Receiving Report Gold - Department Copy	
DEPARTMENT HEAD			

**REVISION LOG**

DATE OF REVISION	MAJOR CHANGES <i>(Note: electronic copies of the former versions of the procedure must be maintained within the unit, department, or division)</i>
4/7/2022	Contracts Procedure finalized, Version #1
Click or tap to enter a date.	
Click or tap to enter a date.	

**IMPLEMENTATION AND COMMUNICATION PLAN** - For decision-making purposes only. This will not appear in the Final Procedure that is posted to the Procedure Repository.

Finalized document as of 04/07/2022 published to Albright College website on the Policy page, under Administrative - Contracts for Review, Approval and Signing Authority Policy.