Policy on Purchasing Tangible Goods and Services andEmploying Contractors, Individuals and Independent Contractors

Purchase of Tangible Goods

Tangible goods shall be purchased through the College E-market system except when there is an immediate need for an item that precludes the use of the E-market system. In that case a College credit card or a telephone or web-based order for a tangible good may be made. There are several reasons for this policy:

- Efficiency. The E-market system is a completely electronic ordering system and with some vendors it is also a completely electronic payment system. It eliminates the need for any paper process or other system process such as the credit card approval and record-keeping system.
- Cost. The College has contracts with preferential pricing with many of the vendors enabled on the E-market system.
- Purchasing data availability. The data that can be accessed from the E-market system is used to improve the management of the purchasing process at the College including the ability to negotiate favorable joint-purchase or individual contracts based on the data.
- Contractual agreement. The E-market system automatically sends the College Purchase Order which is a contract with the suppliers that provides legal obligations for the vendors to supply the items ordered at the agreed-upon price with a reasonable delivery method and time.

E-market system procedures

The E-market procedures and detailed instructions are available on the Controller’s Office web page at http://www.brynmawr.edu/controller/BMCEMarketInfo.shtml

Purchase of Services

Services can be purchased through businesses or individual proprietors. In all cases there must be a contract or written agreement in place before the service is performed. The written agreement or contract shall describe the service to be performed and includes when the service is to be performed and the cost of the service. Please see the policy on contracts.

Services provided by a corporation

Typically businesses will have their own contract or agreement document that they will submit to the College faculty or staff member who is arranging for the service. The document should be first reviewed by the faculty or staff member arranging for the service and then submitted to College Counsel, who will review the agreement and take it to the Chief Administrative Officer for signature once any issues have been resolved.
Services provided by an individual – employee or independent contractor?

Individuals providing services may be hired as miscellaneous employees or as independent contractors. Independent contractors perform a service but are free from immediate control or direction in the performance of his or her work under a contract of service. The individual performing the service is customarily engaged in an independent trade, occupation, profession, or business. Independent contractors are not employees, and current College employees cannot be independent contractors for the College. Individuals who provide a service under supervision of a College faculty or staff member must be hired as miscellaneous temporary employees.

Procedure for hiring individuals

- When requesting a miscellaneous temporary employee the following information shall be submitted to the Human Resources Department:
  - Name and address
  - Hiring department
  - Start and end dates
  - Pay rate
  - Budget to be charged

  Human Resources will notify the requestor when the position has been approved. The employee cannot begin work until the approval is received.

- When requesting an independent contractor, either the contractor’s agreement or the College independent contractor form (copy attached) shall be submitted to the College Counsel’s Office for review. The requestor should review the agreement for accuracy and completeness before submitting it to the College Counsel’s Office. In some cases the College’s form may be revised by the College Counsel to better fit with the type of service being provided. For example, a shorter agreement may be appropriate for a one-time uncomplicated service. After it has been reviewed and any issues have been resolved, College Counsel will take it to the Chief Administrative Officer for signature, after which College Counsel will return the approved agreement to the faculty or staff member arranging for the service. At minimum, the agreement should state the contractor’s name and address, a description of the work to be performed, the time frame for the work and the agreed-upon payment for the work.

- The faculty or staff member shall obtain the signature on the agreement form from the contractor and provide a signed copy of the agreement to the contractor. The signed agreement will then be sent to College Counsel for filing. The contractor shall not begin work until an agreement has been signed by both the contractor and the Chief Administrative Officer.

Payment for Services by individuals

- Individuals hired as Miscellaneous Temporary employees shall be paid through the College’s payroll system.
• Individuals hired as Independent Contractors shall be paid through the E-market system.
• Independent Contractors shall complete a W-9 form, if there is not one on file at the College, and submit it to the faculty or staff member arranging for the service. In addition to individuals/sole proprietors, C Corporations, S Corporations, Partnerships and Limited Liability Companies are required to file a W-9 form.
• The faculty or staff member arranging for the service shall complete and submit a new supplier request form in the E-market system if the contractor is not already an approved vendor. The W-9 form shall be scanned and attached to the new supplier request form in E-market.
• Payment for services will be processed through the E-market system as are all other service type invoices/credit memos. A payment request for an independent contractor should not be entered in the E-market system unless there is a copy of the signed agreement on file with College Counsel.
THIS INDEPENDENT CONTRACTOR SERVICE AGREEMENT ("Agreement") is made this day of , 20 , between Bryn Mawr College, 101 N. Merion Avenue, Bryn Mawr, PA 19010, and, as an independent contractor, having a principal place of business at the following address: ____________________________("Contractor").

WHEREAS, Contractor desires to assist Bryn Mawr College in the performance of a certain project or other tasks as more fully described below; and

WHEREAS, Bryn Mawr College desires to engage Contractor to perform such services upon the terms and conditions set forth herein;

NOW, THEREFORE, the parties hereto agree as follows:

1. **Term.** This Agreement shall become effective on and will continue in effect until the Project is completed unless earlier terminated as provided herein. Time being of the essence, Contractor agrees to complete the Project on a first priority basis. The parties currently expect that such Project will take to complete.

2. **Project Services.** Contractor agrees to perform services described in Exhibit A (attached).

3. **Termination.** Bryn Mawr College may terminate this Agreement at any time, with or without cause, at its convenience. If College terminates for convenience, it will pay Contractor for all accrued fees and authorized expenses incurred as specified.

4. **Payment for Project Services.** As full consideration for the Services to be performed by Contractor, the College agrees to pay Contractor in accordance with the Fee Schedule.

5. **Additional Responsibilities of Contractor.** Because Contractor is an independent contractor and not an employee of the College, (a) Contractor shall be responsible for paying any Federal, State, or Local payroll, social security, disability, workers’ compensation, self-employment insurance, income and other taxes or assessments. Contractor shall, at Contractor's expense, pay and be fully liable and responsible for, and indemnify and hold harmless the College for any assessments, fines or penalties relating to College’s failure to pay or withhold, any and all taxes relating to any compensation paid pursuant to this Agreement; (b) Contractor shall not be eligible to participate in the College’s workers' compensation, unemployment, disability, medical, dental, life or any other insurance programs, or any other benefit or program that is sponsored, financed or provided by Company for its employees; and (c) Contractor shall indemnify, hold harmless and defend the College from, any and all costs, liabilities, damages, attorneys' fees, or
expenses of any kind that arise out of, or are in any way related to the negligence or misconduct, or acts or omissions, of Contractor while performing, or failing to perform Contractor's duties under this Agreement. Further, Contractor shall be responsible for obtaining all applicable business licenses.

6. **Relationship of Parties.** Contractor, in furnishing services to the College hereunder, is acting only as an independent contractor, and not as an agent of College. Nothing in this Agreement shall be construed to create the relationship of employer and employee, master and servant, or principal and agent, between College and Contractor. This Agreement shall not be construed to be a partnership or joint venture. No employees or agents of either party shall be deemed to be employees or agents of the other party for any reason whatsoever.

**IN WITNESS WHEREOF,** the parties hereto have duly executed this Agreement.

Bryn Mawr College

CONTRACTOR

By: ___________________________________  By: ___________________________________

Signature  

Signature

Date: _____________________________  Date: _____________________________
EXHIBIT A

SERVICES

(Please list services as specifically as possible)