


PURCHASING DEPARTMENT
P. O. Box 9534
(225) 771-4580
(225) 771-2026 (FAX)

MEMORANDUM #0702

TO: Vice Chancellors, Deans, Department Heads, Directors and
Chairpersons

FROM: **Linda Antoine, Director of Purchasing** 

Date: July 1, 2012

Re: Revised Professional Services Contract Effective Immediately

A Professional Services Contract is attached that include contractual clauses in compliance with recent state and federal regulations. This form contains the minimum language required in a professional Services Contract. Additional items may be added as required by the individual department's needs and applicable federal requirements. Please discard all previous Professional Services Contractual forms.

Effective **July 1, 2012**, all requests for Professional Services Contracts must be submitted on the new form attached.

Contracts arriving in the Purchasing Department shall be date stamped and logged in. Contracts should be submitted prior to the effective date or beginning date of services rendered. Any contractual package, arriving in the Purchasing Department after the effective or beginning date of services, shall require a separate written Letter of Justification, from the requesting department, attached thereto, explaining why the document is being submitted late and approved by the Director of Purchasing or the designee.

Please disseminate the revised copy of the contract to members of your staff. All contracts on line or disks must be upgraded and/or revised to reflect the changes indicated on the original contract attached. All previously printed copies of the contract must be destroyed.

Thank you for your cooperation. Please direct all questions and inquires to Mr. Wilbert R. Jones at 225-771-4580.



SOUTHERN UNIVERSITY SYSTEM REQUEST FOR PROFESSIONAL SERVICES CONTRACTUAL APPROVAL FORM

DATE: _____
 DEPARTMENT: _____

 CAMPUS LOCATION: _____
 CAMPUS MAILING ADDRESS: _____

PURCHASING DEPARTMENT USE ONLY:	
PSC # _____	
ENCUMBERED [] FUNDS AVAILABLE []	
DOC ID #	_____
DATE:	_____
BY:	_____
VENDOR ID# _____	

LINE NO.	CAMPUS FUND	ORGANIZATION CODE	ACCOUNT CODE	PROGRAM NUMBER	AMOUNT

This is to certify that the attached contract between _____ of

 NAME OF CONTRACTOR
 Zip Code: _____

MAILING ADDRESS OF CONTRACTOR

And Southern University Baton Rouge Campus in the amount of \$ _____

has been prepared in accordance with State Regulations for the procurement of Professional, Personal, Social and Consulting Services. This contract covers the period _____.

[] FEDERAL TAX IDENTIFICATION NO. _____ [] SOCIAL SECURITY NUMBER: _____

 SIGNATURE OF REQUESTOR, END USER OR DEPARTMENTAL REPRESENTATIVE TELEPHONE NO. _____

RECOMMENDATION FOR APPROVAL SIGNATURES:

 STUDENT ADVISOR (IF APPLICABLE)

 DIRECTOR OF HUMAN RESOURCES (PERSONNEL)

 DIRECTOR OR DEPARTMENT HEAD

 DIRECTOR OF PURCHASING

 DEAN OR VICE CHANCELLOR

 VICE CHANCELLOR FOR FINANCE & ADMINISTRATION

Southern University
Baton Rouge, Louisiana 70813
LETTER OF CERTIFICATION

Dr. Ronald Mason, President
Southern University System
Baton Rouge, Louisiana 70813

Dear Dr. Mason:

In reference to the enclosed contract, we do certify the following:

1. Either no employee of our agency is both competent and available to perform the services called for by The proposed contract or the services called for are not the type readily susceptible of being performed By persons who are employed by the state on a continuing basis;
2. The services are not available as a product of a prior or existing Professional, Personal, Consulting or Social services contract;
3. When applicable, the requirements for consulting or social services contracts, as provided for under Louisiana Revised Statutes' Title 39:1503, have been complied with;
4. The _____ Department has developed and fully intends to implement a written plan providing for:
 - A. The assignment of _____ to a monitoring and liaison function; and
 - B. The periodic review of interim reports or other indicia of performance to date; and
 - C. The ultimate use of the final product of the services.
5. A cost-benefit analysis has been conducted which indicates that obtaining such services from the private sector is more cost-effective than providing such services by the agency itself or by an agreement with another state agency and includes both a short-term and a long-term analysis and is available for review.
6. The cost basis for the proposed contract is justified and reasonable.
7. A description of the specific goals and objectives, deliverables, performance measures and a plan for monitoring the services to be provided is contained in the proposed contract.

Respectfully submitted,

Requestor or Department Head

State of Louisiana
PARISH OF EAST BATON ROUGE

PROFESSIONAL SERVICES CONTRACT

BE IT KNOWN, that on this day of _____ Southern University,
Baton Rouge Campus, Louisiana 70813, hereinafter sometimes referred to as the "University" and

Whose address is: _____
City: _____ State: _____ Zip: _____
Whose Telephone No. is: _____ Facsimile No.: _____ Cellular No.: _____
Email address: _____, hereinafter sometimes referred to as "Contractor" does
hereby enter into contract under the following terms and conditions:

1.

SCOPE OF SERVICES:

Contractor hereby agrees to furnish the following services: _____

2.

SPECIFIC GOALS AND OBJECTIVES:

3.

MEASURES OF PERFORMANCE:

4.

MONITORING PLAN:

5.

PAYMENT TERMS

In consideration of the services described above, the University hereby agrees to pay to the contractor a maximum fee of \$ _____. Payment will be made only on approval of _____
If progress and/or completion to the reasonable satisfaction of Southern University are obtained, payments are scheduled as follows: _____

6.

TERMINATION FOR CONVENIENCE

The University may terminate this contract at any time by giving _____ () day's written notice to the contractor. The contractor shall be entitled to payment for deliverables in progress, to the extent work has been performed satisfactorily.

7.

TERMINATION FOR CAUSE

The University may terminate this contract for cause based upon the failure of the contractor to comply with the terms and/or conditions of the contract; provided that the University shall give the Contractor written notice specifying the Contractor's failure. If within thirty (30) days after receipt of such notice, the Contractor shall not have either corrected such failure or, in the case which cannot be corrected in thirty (30) days, begun in good faith to correct said failure and thereafter proceeded diligently to complete such correction, then the University may, at its option, place the Contractor in default and the Contract shall terminate on the date specified in such notice. The Contractor may exercise any rights available to it under Louisiana Law to terminate for cause upon the failure of the University to comply with terms and conditions of this contract; provided that the Contractor shall give the University written notice specifying the University's failure and a reasonable opportunity for the University to cure the defect.

8.

REMEDIES FOR DEFAULT

Any claim or controversy arising out of this contract shall be resolved by the provisions of Louisiana Statutes Annotated (LSA) – Revised Statutes (R. S.) 39:1524 – 1526.

9.

OWNERSHIP

Upon completion of this contract, or if terminated earlier, all records, reports, documents and other material delivered or transmitted to Contractor by the University shall remain the property of the University, and shall be returned by Contractor to the University, at Contractor's expense, at termination or expiration of this contract. All records, reports, worksheets, documents or other material related to this contract and/or prepared by Contractor in connection with the performance of the services contracted for herein shall become the property of the University, and shall, upon request, be returned by Contractor to the University, at Contractor's expense, at termination or expiration of this contract.

10.

TAXES

Contractor hereby agrees that the responsibility for payment of taxes from the funds thus received under this contract and/or Legislative appropriation shall be contractor's obligation and identified under Federal Tax Identification Number: _____.

11.

NONASSIGNABILITY

No contractor shall assign any interest in this contract by assignment, transfer, or notation without prior written consent of the University. This provision shall not be construed to prohibit the contractor from assigning his bank, trust company, or other financial institution any money due or to become due from approved contracts without such prior written consent. Notice of any such assignment or transfer shall be furnished promptly to the University.

12.

AUDITORS

It is hereby agreed that the Legislative Auditor of the State of Louisiana and/or the Office of the Governor, division of Administration auditors shall have the option of auditing all accounts of contractor which relate to this contract.

13.

TRAVEL EXPENSES

No more than (\$_____) of the total maximum payable under this contract shall be paid or received as reimbursement for travel and other reimbursable expenses; and

Travel expenses shall be reimbursed in accordance with Division of Administration Policy and Procedure Memorandum PPM #49.

14.

FISCAL FUNDING

The continuation of this contract is contingent upon the appropriation of funds to fulfill the requirements of the contract by the legislature. If the legislature fails to appropriate sufficient monies to provide for the continuation of the contract, or if such appropriation is reduced by the veto of the Governor or by any means provided in the appropriation's act to prevent the total appropriation for the year exceeding revenues for that year, or for any other lawful purpose, and the effect of such reduction is to provide insufficient monies for the continuation of the contract, the contract shall terminate on the date of the beginning of the first fiscal year for which funds are not appropriated.

15.

DISCRIMINATION CLAUSES

The contractor agrees to abide by the requirements of the following as applicable: Title VI of the Civil Rights Act of 1964 and Title VII of the Civil Rights Act of 1964, as amended by the Equal Opportunity Act of 1972, Federal Executive Order 11246 as amended, the Federal Rehabilitation Act of 1973, as amended, the Vietnam Era Veteran's Readjustment Assistance Act of 1974, Title IX of the Education Amendments of 1972, the Age Discrimination Act of 1975, the Fair Housing Act of 1968 as amended, and contractor agrees to abide by the requirements of the Americans with Disabilities Act of 1990.

Contractor agrees not to discriminate in its employment practices, and will render services under this contract without regard to race, color, religion, sex, national origin, veteran status, political affiliation or disabilities.

Any act of discrimination committed by Contractor, or failure to comply with these statutory obligations when applicable shall be grounds for termination of this contract.

16.

TERM OF CONTRACT

This contract shall begin on _____ and shall terminate on _____ .

17.

GENERAL AUTHORITY

This contract was prepared in accordance with the State of Louisiana, Revised Statute 39:1490B, and the Office of Contractual Review, Division of Administration and Southern University System's Administrative and Fiscal Policies and Procedures governing Professional, Personal, Consulting and Social Services. Contracts prepared for a dollar amount that exceeds \$49,999.99 shall require the approval of the President of the Southern University System, Department of Civil Service and the Director of the Office of Contractual Review, Division of Administration. **NO CONTRACT SHALL BE VALID UNTIL ALL APPROVALS HAVE BEEN OBTAINED.**

IN WITNESS WHEREOF, the parties have executed this agreement as of this day of _____

CONTRACTOR
By: _____
SIGNATURE OF CONTRACTOR

Printed or Typed Name of Above

SOUTHERN UNIVERSITY BATON ROUGE CAMPUS
By: _____
JAMES LLORENS, PH. D.
CHANCELLOR

Printed or Typed Name of Above

WITNESSED: _____
SIGNATURE OF WITNESS

Printed or Typed Name of Above

WITNESSED: _____
SIGNATURE OF WITNESS

Printed or Typed Name of Above

WITNESSED: _____
SIGNATURE OF WITNESS

Printed or Typed Name of Above

WITNESSED: _____
SIGNATURE OF WITNESS

Printed or Typed Name of Above

APPROVED by:

SOUTHERN UNIVERSITY SYSTEM

Printed or Typed Name of Above

WITNESSED: _____
SIGNATURE OF WITNESS

Printed or Typed Name of Above

WITNESSED: _____
SIGNATURE OF WITNESS

Printed or Typed Name of Above

DATE: _____

DATE: _____

CONSULTANT AUTHORIZATION FORM

TO BE COMPLETED IN SUPPORT OF ALL REQUESTS FOR PAYMENT OF CONTRACTUAL EXPENSES.

The _____ is hereby requesting approval to employ the
NAME OF DEPARTMENT, GRANT OR PROGRAM

Individual identified below as a consultant on Account Number: _____

Name of person/company: _____

CONSULTANT'S PRESENT JOB TITLE _____ FEDERAL TAX IDENTIFICATION NO. _____

EMPLOYER: _____ SOCIAL SECURITY NUMBER: _____

[] PART TIME
[] FULL TIME

BUSINESS ADDRESS: _____

CITY _____ STATE _____ ZIP _____

HOME ADDRESS _____

CITY _____ STATE _____ ZIP _____

PLACE OF SERVICE _____ DATE(S) OF SERVICE(S) _____

AMOUNT TO BE PAID: _____

- A. GIVE PURPOSE OR STATE NEED OF CONSULTATION SERVICE (STATE SPECIFIC SERVICE TO BE PERFORMED):
- B. GIVE METHOD OR REASONS FOR SELECTION OF THE ABOVE CONSULTANT:
- C. INDICATE HOW FEE AMOUNT WAS DETERMINED. (INDICATE AMOUNT OF HOURLY OR DAILY RATE OF PAY):
- D. INDICATE WHY PERSONS PRESENTLY ON SOUTHERN UNIVERSITY PAYROLL CANNOT PROVIDE SERVICE(S):
- E. IS THIS INDIVIDUAL AN EMPLOYEE OF THE FEDERAL GOVERNMENT? YES [] NO []
IS THIS INDIVIDUAL AN EMPLOYEE OF THE UNIVERSITY? YES [] NO []
IS THIS INDIVIDUAL A RETIRED UNIVERSITY EMPLOYEE? YES [] NO [] (if yes, what is effective date)
- F. LIST NAMES OF ALL CONSULTANTS OR CONTRACTORS CONSIDERED:

AS PRINCIPAL INVESTIGATOR, I HEREBY CERTIFY THAT:

- 1. THESE SERVICES ARE ESSENTIAL AND CANNOT BE OR PROVIDED BY PERSONS RECEIVING SALARY ON THE GRANT OR OTHERWISE COMPENSATED FOR THEIR SERVICES.
- 2. A SELECTION PROCESS HAS BEEN EMPLOYED TO SECURE THE QUALIFIED PERSON AVAILABLE.
- 3. THE CHARGE IS APPROPRIATE CONSIDERING THE QUALIFICATION OF THE CONSULTANT, HIS NORMAL CHARGES, AND THE NATURE OF THE SERVICE RENDERED.
- 4. IF THE CONSULTANT IS A SOUTHERN UNIVERSITY EMPLOYEE, CONSULTATION IS ACROSS DEPARTMENTAL LINES AND IN ADDITION TO REGULAR DUTIES AND/OR INVOLVES A SEPARATE OR REMOTE OPERATION AND IS IN ADDITION TO THE CONSULTANT'S REGULAR DEPARTMENTAL WORKLOAD.

DEPARTMENTAL CHAIRPERSON

PRINCIPLE INVESTIGATOR OR REQUESTOR

DATE

DATE

INSTITUTIONAL REPRESENTATIVE - CHANCELLOR

DATE

SOUTHERN UNIVERSITY
POST OFFICE BOX 9534
BATON ROUGE, LOUISIANA 70813
(225) 771-4580

TIME SHEET

GRANT NUMBER OR
DEPARTMENTAL CODE _____ DEPARTMENT _____

Date(s) of Service(s):	Time Period of Service(s) Hours-C. S. T:
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

I HEREBY CERTIFY THAT SERVICES WERE RENDERED BY ME ON THE DATE(S) AND THE TIME PERIOD AS SPECIFIED ABOVE.

SOCIAL SECURITY NUMBER

MAILING ADDRESS:

SIGNATURE
(THE NAME OF A PERSON WRITTEN WITH HIS/HER HAND)

(THE PRINTED OR TYPED NAME OF THE ABOVE)

DIRECTOR'S SIGNATURE

DIRECTOR OF HUMAN RESOURCES (PERSONNEL)

(THIS FORM MUST BE SUBMITTED TO THE HUMAN RESOURCES OFFICE UPON COMPLETION OF SERVICES) PLEASE ATTACH A COPY OF APPROVED CONTRACT, WHEN APPLICABLE.

AMOUNT: \$ _____

SEE SEPARATE PAGE FOR W-9 FORM - SEE ATTACHED FILLABLE PDF

CONTRACTUAL PERFORMANCE EVALUATION FORM

PROFESSIONAL, PERSONAL, CONSULTING AND SOCIAL SERVICES SOUTHERN UNIVERSITY SYSTEM

REVISED 7-01-12

Name of Contractor: _____ Beginning and Ending Dates of Contract
From: _____ To: _____

DEPARTMENT: _____ Date of Evaluation: _____

Signature of Program Monitor/Evaluator: _____ SU CONTRACT NO. _____

Approved by: _____ DOA CONTRACT NO. _____
DEPARTMENT HEAD

AGENCY CONTRACT NUMBER: _____ CFMS CONTRACT NO. _____

CONTRACT AMOUNT: \$ _____ ACTUAL AMOUNT PAID: \$ _____

PURCHASE REQUISITION NO: _____ PURCHASE ORDER NO: _____

CONTRACTUAL COST BASIS:

CONTRACTUAL MODIFICATIONS:
NUMBER: _____
Reason(s): _____

DESCRIPTION OF SERVICES (WHAT WERE THE SERVICES BEING PROVIDED ?

DELIVERABLE PRODUCTS:
(What were the final products ? _____
(Were they delivered on time ?) _____
(Were they usable ? If so, how ? If not, why not ? _____

PROBLEMS ENCOUNTERED:
OVERALL PERFORMANCE (CHECK ONE): _____ SATISFACTORY _____ UNSATISFACTORY
Weak Points: _____
Strong Points: _____
Would you hire this contractor again? _____

NAME AND TELEPHONE NUMBER OF PROGRAM OFFICIAL RESPONSIBLE FOR MONITORING AND FINAL ACCEPTANCE: _____

(THIS FORM MUST BE SUBMITTED TO THE PURCHASING DEPARTMENT UPON COMPLETION OF SERVICES)