

PURCHASING DEPARTMENT P. O. BOX 9534 BATON ROUGE, LA 70813 (225) 771-4580 (225) 771-2756 (FAX)

MEMORANDUM #702-A

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

FROM: Linda A. Antoine, Director of Purchasing Linda A. Antoine

DATE: June 28, 2016

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, 2016, 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 inquiries to Mr. Wilbert R. Jones at (225) 771-4580 or by email Wilbert jones@subr.edu or Linda Antoine at linda antoine@subr.edu.



Southern University System Request for Professional Services Contractual Approval Form

Date			Please Check The Appropriate Box(es):				
Department:			Individual or Business Categories:				
Campus Location:			LA Company Minority Business Woman Business		Out of State Co. Individual Other		
Campus Mailing A	Address:		Veteran Bı	usiness _			
		<u> </u>	Small Bus	iness _			
PLEASE IDENTIF	TY THE SOURCE OF	F FUNDING AND INSE	Hudson Ini		ARV CODE F	RELOW:	
FUNDING	FUND CODE	ORGANIZATION	ACCOUNT	PROGR	AM CODE	AMOUNT	
A /A /1.1 .		CODE	NUMBER				
Agency/Athle							
Federal Fund General Fund							
Self Generated							
This is to certify that	t the attached contract	between			I_	of	
			NAME (OF CONTRAC			
-				7	Zip Code		
And Couth and Univ		ESS OF CONTRACTOR	in the	amazent af			
And Southern University	ersuy	Campus	in the		Carlat and	Carra Mina	
* *		Regulations for procurer				Consulting	
Services. This contr	act covers the period o	f			·		
{ } FEDERAL TAX	IDENTIFICATION NO)	{ } SOCIAL SEC	CURITY NUI	MBER		
Signature of Requestor, End User or Departmental Representative Pri			or Type Name		Telepho	ne Number	
	RECO	MMENDATION FOR A	APPROVAL SIGN	ATURES:			
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 and A&M College Baton Rouge, LA 70813 LETTER OF CERTIFICATION

Dr. Ray Belton, President-Chancellor Southern University System Baton Rouge, LA 70813

Dear Dr. Belton:

In	reference t	to the	enclosed	contract.	we do	certify	v the	following	σ:

- 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 39:1595, have been complied with;
- 4. The ______Department has developed and fully intends to implement a written plan providing for:
 - a. The assignment to ______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.
- 8. An inquiry has been conducted to determine if the contract outsources a key internal control of the agency. The results have been documented in the agency's files and are available for review, upon request. If warranted, the RFP and contract have included provisions, which address the need for assurances and/or monitoring of the key internal control.
- 9. The Board of Regents has been notified, in accordance with R.S. 39:136 of services that are the type readily susceptible of being performed by persons who are employed by or who are students of a postsecondary institution of the state.

Sincerely,	
Name of Authorized Preparer	
Title	

State of Louisiana Parish Of East Paton Rouge

PROFESSIONAL SERVICES CONTRACT

BE IT KNOWN, that on this day of		Southern University System, Baton Rouge, Louisiana		
	•			
City:	State:	Zip:		
Telephone No:	Facsimile No:	Cellular No:		
Email Address:	, hereinafter sometim	nes referred to as "Contractor" does hereby enter into		
contract under the following terms and condition	ns: (If additional space is needed	please include a separate labeled sheet.)		
	1.			
SCOPE OF SERVICES:				
	_			
	2.			
SPECIFIC GOALS AND OBJECTIVES:				
	_			
MILLONDING OF PERPENDING INC.	3.			
MEASURES OF PERFORMANCE:				
	4.			
MONITORING PLAN:	٦.			
MONITORING LAN.				
PAYMENT TERMS	5.			
In consideration of the services described above	e, the University hereby agree	es to pay to the contractor a maximum fee of		
\$ Payment will be ma	nde only on approval of	If		
progress and/or completion to the reasonable sat	isfaction of Southern Univer	rsity are obtained, payments are scheduled as follows:		

The University may terminate this contract at any time by giving ______(____) days 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 of failure 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.) 39:1672.2-1672.4; 39:1524 – 1526.

9.

RECORD 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.

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.

11.

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.

12.

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 appropriations 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.

13.

E-VERIFY

Contractor acknowledges and agrees to comply with the provisions of La R.S. 38:2212.10 and federal law pertaining to E-Verify in the performance of services under this contract.

14.

GOVERNING LAW

This contract shall be governed by and interpreted in accordance with the laws of the State of Louisiana, including but not limited to La. R.S. 39:1551-1736;rules and regulations, executive orders; standard terms and conditions, special terms and conditions, and specifications listed in the RFP (if applicable); and this contract. Venue of any action brought, after exhaustion of administrative remedies, with regard to this contract shall be in the Nineteenth Judicial District Court, Parish of East baton Rouge, State of Louisiana.

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 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, sexual orientation, gender identity, national origin, veteran status, political affiliation, disability, or age in any matter relating to employment. 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.

CONTINUING OBLIGATION

Contractor has a continuing obligation to disclose any suspensions or debarment by any government entity, including but not limited to General Services Administration (GSA). Failure to disclose may constitute grounds for suspension and/or termination of the contract and debarment from future contracts.

17

ELIGIBILITY STATUS

Contractor, and each tier of Subcontractors, shall certify that it is not on the list of Parties Excluded from Federal Procurement or Non-procurement Programs promulgated in accordance with E.O's 12549 and 12689, "Debarment and Suspension," as set forth at 24 CFR part 24.

18.

CONTRACTOR'S COOPERATION:

The Contractor has the duty to fully cooperate with the University and provide any and all requested information, documentation, etc., to the University when requested. This applies even if this contract is terminated and/or a lawsuit is filed. Specifically, the contractor shall not limit or impede the State's right to audit or shall not withhold State owned documents.

19

COMMISSIONER'S STATEMENTS

Statements, acts and omissions made by or on behalf of the Commissioner of Administration regarding the RFP or RFP process, this contract, any contractor and/or any subcontractor of the Contractor shall not be deemed a conflict of interest when the Commissioner is discharging his duties and responsibilities under law, including, but not limited, to the Commissioner of Administration's authority in procurement matters.

20.

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.

21.

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:

22.

TERM OF CONTRACT

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

GENERAL AUTHORITY:

This contract was prepared in accordance with the State of Louisiana, Revised Statute 39:1551-1736, 39:1595 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 \$20,000.00 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.

CONTRACTO	<u>OR</u>	SOUTHERN UNIVERSITY – BATON ROUGE CAMPUS			
BY:		By:			
	Signature of Contractor	Ray L. Belton, Ph.D., President-Chancellor , SUS			
	Print or Type Name	Print or Type Name			
WITNESSED:		WITNESSED:			
BY:		By:			
	Signature	Signature			
	Print or Type Name	Print or Type Name			
WITNESSED	<u>:</u>	WITNESSED:			
BY:		By:			
	Signature	Signature			
	Print or Type Name	Print or Type Name			

Date:		
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CONSULTANT AUTHORIZATION FORM

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The			_is hereby requesting approval to employ the	
	Name of Department, Grant or Program			
Individ	lual identified below as a consultant on Account Number:			
Name o	of person/company			
Consul	ltant's Present	Federal	l Tax Identification No	
Job Ti	tle:		Security Number:	
	yer:			
•			{ } Full Time	
Busine	ess Address:		• •	
-	Address:		_	
	of Service:			
	nt to be Paid:			
	Give Purpose Or State Need Of Consultation Service (State Speci			
			,	
B.	Give Method Or Reasons For Selection Of The Above Consultan	t:		
C.	Indicate How Fee Amount Was Determined. (Indicate Amount O	of Hourly Or D	Daily Rate Of Pay):	
D.	Indicate Why Persons Presently On Southern University Payroll O	Cannot Provid	de Service (s):	
E.			YES { } NO { }	
	Is This Individual An Employee Of The University? Is This Individual A Retired University Employee?		YES { } NO { } YES { } NO { } (if yes, what is effective date)	
F.	List Names Of All Consultants Or Contractors Considered:			
	As Principal Investigator, I Hereby Certify That:			
	 These Services Are Essential And Cannot Be Or Provided E On The Grant Or Otherwise Compensated For Their Service 		eceiving Salary	
	2. A Selection Process Has Been Employed To Secure The Qu	alified Person		
	 The Charge Is Appropriate Considering The Qualification O Rendered. 	of The Consult	tant, His Normal Charges, And The Nature Of The Service	:
	 If The Consultant Is A Southern University Employee, Cons And/Or Involves A Separate Or Remote Operation And Is Ir 			ies
	Departmental Chairperson		Principle Investigator or Requestor	
	Print or Type Name		Print or Type Name	
	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 WEI PERIOD AS SPECIFIED ABOVE.	RE RENDERED BY ME ON THE DATE(S) AND THE TIME
Social Security Number	Signature (The name of the above person written with his/her name)
Mailing Address	
	Type or Print Name
	Director/Department Head Signature
Director	of Human Resources (Personnel)
(THIS FORM MUST BE SUBMITTED TO THE HUI PLEASE ATTACH A COPY OF APPROVED CONT	MAN RESOURCES OFFICE UPON COMPLETION OF SERVICES) RACT, WHEN APPLICABLE.
	Amount: \$



Request for Taxpayer Identification Number and Certification

Give Form to the requester. Do not send to the IRS.

iiitoiiiai i	overlad colvido						
	Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.						
page 2.	2 Business name/disregarded entity name, if different from above						
uo s	Check appropriate box for federal tax classification; check only one of the following seven boxes: Individual/sole proprietor or C Corporation S Corporation Partnership single-member LLC	te certain en instruction	tions (codes a tities, not indi ns on page 3): ayee code (if a	ividuals; see :			
Print or type	Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partners Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box i the tax classification of the single-member owner.	_	n from FATCA				
흔드	Other (see instructions) ►		,	counts maintained	outside the U.S.)		
ecific	5 Address (number, street, and apt. or suite no.)	Requester's na	me and address	s (optional)			
See Sp	6 City, state, and ZIP code	_					
	7 List account number(s) here (optional)						
Part	Taxpayer Identification Number (TIN)						
backup residen	our TIN in the appropriate box. The TIN provided must match the name given on line 1 to aw withholding. For individuals, this is generally your social security number (SSN). However, 1 alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other it is your employer identification number (EIN). If you do not have a number, see <i>How to general</i>	for a	I security numl	per			
	the account is in more than one name, see the instructions for line 1 and the chart on page	Form	over identificat	ion number			
	es on whose number to enter.	4101	-				
Part	Certification	<u> </u>					
Under	penalties of perjury, I certify that:						
1. The	number shown on this form is my correct taxpayer identification number (or I am waiting for	r a number to b	e issued to m	ie); and			
Serv	not subject to backup withholding because: (a) I am exempt from backup withholding, or (bice (IRS) that I am subject to backup withholding as a result of a failure to report all interest inger subject to backup withholding; and						
3. I am	a U.S. citizen or other U.S. person (defined below); and						
4. The I	ATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting	ng is correct.					
becaus interest general	ation instructions. You must cross out item 2 above if you have been notified by the IRS to you have failed to report all interest and dividends on your tax return. For real estate transpaid, acquisition or abandonment of secured property, cancellation of debt, contributions to y, payments other than interest and dividends, you are not required to sign the certification ons on page 3.	sactions, item 2 to an individual	does not appretirement an	oly. For mort rangement (tgage (IRA), and		
Sign Here	Signature of U.S. person ► D	ate ▶					

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at www.irs.gov/fw9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding? on page 2.

By signing the filled-out form, you:

- 1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
 - 2. Certify that you are not subject to backup withholding, or
- 3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
- 4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.

CONTRACTUAL PERFORMANCE EVALUATION FORM

PROFESSIONAL, PERSONAL, CONSULTING AND SOCIAL SERVICES SOUTHERN UNIVERSITY SYSTEM

Name of Contractor:	Beginning and Ending DatFrom:	To:To:			
Department:	Date of Evaluation:				
Signature of Program Monitor/Evaluator:	SU Contract No,				
Approved by:	DOA Contract No:				
Agency Contract Number:	CFMS Contract No.:				
Contract Amount:\$	Actual Amount Paid: \$				
Purchase Requisition No.:Contractual Cost Basis:					
Contractual Modifications: Number:					
Reason(s):					
Description of Services (What Were The Services I	,				
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): Weak Points:	Satisfactory	Unsatisfactory			
Strong Points:					
This form must be submitted to the Purchasing	Department upon completion	of Services			