

SOUTHERN UNIVERSITY AND A&M COLLEGE  
Contractual Approval Form

Date \_\_\_\_\_

Department \_\_\_\_\_

Campus Location \_\_\_\_\_

Telephone number \_\_\_\_\_

Email Address \_\_\_\_\_

PLEASE IDENTIFY THE SOURCE OF FUNDING...BANNER BUDGETARY CODE

Funding	Fund Code	Organization Code	Account Number	Program Number	Amount
Athletics					
Federal					
General					
Self-Generated or Auxiliary					

This is to certify that the attached contract between \_\_\_\_\_ of  
(address) \_\_\_\_\_

and Southern University and A&M College \_\_\_\_\_  
(Department or Campus)

(campus) has been prepared in accordance with state regulations for procurement of Professional, Personal, Social or Consulting Services. This contract covers the period of \_\_\_\_\_.

\_\_\_\_\_ Federal Tax Identification Number

\_\_\_\_\_ Social Security Number

**W9 Form is required  
APPROVALS**

\_\_\_\_\_ Requestor

\_\_\_\_\_ Print Name

\_\_\_\_\_ Director/Department/Dean/VC

\_\_\_\_\_ Human Resources

\_\_\_\_\_ Chancellor or President

\_\_\_\_\_ Purchasing

\_\_\_\_\_ Vice Chancellor for Finance & Administration

**STATE OF LOUISIANA**  
**PARISH OF EAST BATON ROUGE**  
**PROFESSIONAL/CONSULTING SERVICES CONTRACT**

BE IT KNOWN, that on this day of \_\_\_\_\_ Southern University and A&M College, Baton Rouge,

Louisiana 70813, hereinafter sometimes referred to as the "State" or "University" and Contractor's

name \_\_\_\_\_ **Contractor's**

**address** \_\_\_\_\_

**Contractor's email**

**Contractor's Federal Tax ID Number** \_\_\_\_\_

**Note: W9 Required with all contracts**

hereinafter sometimes referred to as "Contractor" does hereby enter into contract under the following terms and conditions:

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**SCOPE OF SERVICES**

**SPECIFIC GOALS AND OBJECTIVES**

**MEASURES OF PERFORMANCE**

**MONITORING PLAN**

**TERM OF CONTRACT**

This contract shall begin on \_\_\_\_\_ and shall terminate on \_\_\_\_\_

**PAYMENT TERMS**

In consideration of the services described above, the University hereby agrees to pay the Contractor a maximum amount of \$\_\_\_\_\_. Payment will be made only upon approval of \_\_\_\_\_

**Title** \_\_\_\_\_

If Progress and/or completion to the reasonable satisfaction of the University is obtained, payments are scheduled as follows: Upon receipt of an itemized invoice, payment shall be made by university within thirty (30) business days.

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## **TAXES**

Before the contract may be approved, La. R.S. 39:1624(A)(10) requires the Office of State Procurement to determine that the Contractor is current in the filing of all applicable tax returns and reports and in the payment of all taxes, interest, penalties, and fees owed to the state and collected by the Department of Revenue.

## **TERMINATION FOR CAUSE**

Should the State determine that the Contractor has failed to comply with the Contract's terms, the State may terminate the Contract for cause by giving the Contractor written notice specifying the Contractor's failure. If the State determines that the failure is not correctable, then the Contract shall terminate on the date specified in such notice. If the State determines that the failure may be corrected, the State shall give a deadline for the Contractor to make the correction. If the State determines that the failure is not corrected by the deadline, then the State may give additional time for the Contractor to make the corrections or the State may notify the Contractor of the Contract termination date.

If the Contractor seeks to terminate the Contract, the Contractor shall file a complaint with the Chief Procurement Officer under La. R.S. 39:1672.2-1672.4.

## **TERMINATION FOR CONVENIENCE**

State may terminate the Contract at any time without penalty by giving thirty (30) days written notice to the Contractor of such termination or negotiating with the Contractor a termination date. Contractor shall be entitled to payment for deliverables in progress, to the extent the State determines that the work is acceptable.

## **REMEDIES FOR DEFAULT**

Any claim or controversy arising out of this contract shall be resolved by the provisions of LSA - R.S. 39:1672.2 - 1672.4.

## **OTHER REMEDIES**

If the Contractor fails to perform in accordance with the terms and conditions of this Contract, or if any lien or claim for damages, penalties, costs and the like is asserted by or against the State, then, upon notice to the Contractor, the State may pursue all remedies available to it at law or equity, including retaining monies from amounts due the Contractor and proceeding against any surety of the Contractor.

## **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.

## **E-VERIFY**

Contractor acknowledges and agrees to comply with the provisions of La. R.S. 39:995 and federal law pertaining to E-Verify in the performance of services under this Contract.

## **RECORD OWNERSHIP**

All records, reports, documents and other material delivered or transmitted to Contractor by State shall remain the property of State, and shall be returned by Contractor to State, at Contractor's expense, at termination or expiration of the Contract. All material related to the Contract and/or obtained or prepared by Contractor in connection with the performance of the services contracted for herein shall become the property of State, and shall be returned by Contractor to State, at Contractor's expense, at termination or expiration of the Contract.

## **CONTRACTOR'S COOPERATION**

The Contractor has the duty to fully cooperate with the State and provide any and all requested information, documentation, etc. to the state 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.

## **ASSIGNABILITY**

Contractor may assign its interest in the proceeds of this Contract to a bank, trust company, or other financial institution. Within ten calendar days of the assignment, the Contractor shall provide notice of the assignment to the State and the Office of State Procurement. The State will continue to pay the Contractor and will not be obligated to direct payments to the assignee until the State has processed the assignment.

Except as stated in the preceding paragraph, Contractor shall only transfer an interest in the Contract by assignment, novation, or otherwise, with prior written consent of the State. The State's written consent of the transfer shall not diminish the State's rights or the Contractor's responsibilities and obligations.

## **RIGHT TO AUDIT AND RECORD RETENTION**

Any authorized agency of the State (e.g. Office of the Legislative Auditor, Inspector General's Office, etc.) and of the Federal Government has the right to inspect and review all books and records pertaining to services rendered under this contract for a period of five years from the date of final payment under the prime contract and any subcontract. The Contractor and subcontractor shall maintain such books and records for this five-year period and cooperate fully with the authorized auditing agency. Contractor and subcontractor shall comply with federal and state laws authorizing an audit of their operations as a whole, or of specific program activities.

## **FISCAL FUNDING**

The continuation of this contract is contingent upon the appropriation of funds to fulfill the requirements of the contract by 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 from 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.

## **NON-DISCRIMINATION**

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

Contractor agrees not to discriminate in its employment practices and shall render services under this contract without regard to race, color, religion, sex, sexual orientation, 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.

## **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 disclosed may constitute grounds for suspension and/or termination of the Contract and debarment from future Contracts.

## **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.

## **CONFIDENTIALITY**

Contractor shall protect from unauthorized use and disclosure all information relating to the State's operations and data (e.g. financial, statistical, personal, technical, etc.) that becomes available to the Contractor in carrying out this Contract. Contractors should use protective measures that are the same or more effective than those used by the State. Contractor is not required to protect information or data that is publicly available outside the scope of this Contract; already rightfully in the Contractor's possession; independently developed by the Contractor outside the scope of this Contract; or rightfully obtained from third parties.

Under no circumstance shall the Contractor discuss and/or release information to the media concerning this project without prior express written approval of the State.

## **AMENDMENTS**

Any modification to the provisions of this Contract shall be in writing, signed by all parties, and approved by the required authorities.

## **PROHIBITION OF DISCRIMINATORY BOYCOTTS OF ISRAEL**

In accordance with R.S. 39:1602.1, for any contract for \$100,000 or more and for any contractor with five or more employees, the Contractor certifies that neither it nor its subcontractors are engaged in a boycott of Israel, and that the Contractor and any subcontractors shall, for the duration of this contract, refrain from a boycott of Israel. The State reserves the right to terminate this contract if the Contractor, or any Subcontractor, engages in a boycott of Israel during the term of this contract.

## **PROHIBITION OF COMPANIES THAT DISCRIMINATE AGAINST FIREARM AND AMMUNITION INDUSTRIES**

In accordance with La. R.S. 39:1602.2, the following applies to any competitive sealed bids, competitive sealed proposals, or contract(s) with a value of \$100,000 or more involving a for-profit company with at least fifty full-time employees:

Unless otherwise exempted by law, by submitting a response to this solicitation or entering this contract, the Bidder, Proposer or Contractor certifies the following:

1. The company does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association based solely on the entity's or association's status as a firearm entity or firearm trade association.
2. The company will not discriminate against a firearm entity or firearm trade association during the term of the contract based solely on the entity's or association's status as a firearm entity or firearm trade association.

The State reserves the right to reject the response of the Bidder, Proposer or Contractor if this certification is subsequently determined to be false, and to terminate any contract awarded based on such a false response or if the certification is no longer true.

#### **CYBERSECURITY TRAINING**

In accordance with La. R.S. 42:1267(B)(3) and the State of Louisiana's Information Security Policy, if the Contractor, any of its employees, agents, or subcontractors will have access to State government information technology assets, the Contractor's employees, agents, or subcontractors with such access must complete cybersecurity training annually, and the Contractor must present evidence of such compliance annually and upon request. The Contractor may use the cybersecurity training course offered by the Louisiana Department of State Civil Service without additional cost or may use any alternate course approved in writing by the Office of Technology Services.

For purposes of this Section, "access to State government information technology assets" means the possession of credentials, equipment, or authorization to access the internal workings of State information technology systems or networks. Examples would include but not be limited to State-issued laptops, VPN credentials to credentials to access the State network, badging to access the State's telecommunications closets or systems, or permissions to maintain or modify IT systems used by the State. Final determination of scope inclusions or exclusions related to access to State government information technology assets will be made by the Office of Technology Services.

#### **CODE OF ETHICS**

The Contractor acknowledges that Chapter 15 of Title 42 of the Louisiana Revised Statutes (R.S. 42:1101 et. seq., Code of Governmental Ethics) applies to the Contracting Party in the performance of services called for in this Contract. The Contractor agrees to immediately notify the state if potential violations of the Code of Governmental Ethics arise at any time during the term of this Contract.

#### **CONTRACT APPROVAL**

This contract is not effective until executed by all parties.

IN WITNESS WHEREOF, the parties have executed this Agreement as of this day \_\_\_\_\_.

**CONTRACTOR**

BY: \_\_\_\_\_  
SIGNATURE

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PRINT NAME AND TITLE

**WITNESSED**

BY: \_\_\_\_\_  
SIGNATURE

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PRINT NAME

**WITNESSED**

BY: \_\_\_\_\_  
SIGNATURE

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PRINT NAME

**SOUTHERN UNIVERSITY AND A&M COLLEGE**

BY: \_\_\_\_\_  
CHANCELLOR OR PRESIDENT

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PRINT NAME AND TITLE

**WITNESSED**

BY: \_\_\_\_\_  
SIGNATURE

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PRINT NAME

**WITNESSED**

BY: \_\_\_\_\_  
SIGNATURE

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PRINT NAME

**SOUTHERN UNIVERSITY AND A&M COLLEGE**  
**CONTRACTOR'S INFORMATION**  
***Required Form for Professional Services Contracts***

**To be completed by the Contractor.**

Contractor Name: \_\_\_\_\_ Contact Name: \_\_\_\_\_

Address: \_\_\_\_\_ Phone No.: \_\_\_\_\_  
\_\_\_\_\_ Email: \_\_\_\_\_

1. Are you a US Citizen or Resident Alien:  Yes  No  N/A (If Entity and not an individual.)
2. Are you a current Southern University student?  Yes  No
3. Are you or any individual with ownership in the company, a current Southern University employee?  Yes  No  
(Employee includes full and part-time faculty and staff, graduate assistants, and student workers.)
4. Have you or any individual with ownership in the company been an employee of Southern University within the past two (2) years?  Yes  No
5. Are you a current employee of a Louisiana state agency or university other than Southern University?  Yes  No  N/A
6. Are you a current or retired member of Teachers Retirement System of Louisiana (TRSL), Louisiana State Employees Retirement System (LASERS), or Optional Retirement Plan (ORP)?  Yes  No
7. Is the Contractor a legal entity, a child, spouse, brother, spouse of brother, sister, spouse of sister, parent, spouse of parent, or parent of spouse of a Southern University employee who will take part, or share responsibility for action of Southern University through approval, disapproval, decision, recommendation, rendering advice, investigation or failure to act or perform a duty with respect to the proposed contract?  Yes  No
8. Do you, or any of the individuals listed in No. 7 have ownership interest in the Contractor?  Yes  No

By signing below, I hereby affirm that the information provided herein to be true and accurate to the best of my knowledge. Additionally, I acknowledge that the Contractor is bound and governed by the Louisiana Code of Governmental Ethics (La. R.S. 42:1101, et seq.) and the Louisiana Procurement Code (La. R.S. 17:1551, et seq.).

Printed Name: \_\_\_\_\_ Signature: \_\_\_\_\_

Title: \_\_\_\_\_ Date: \_\_\_\_\_

SOUTHERN UNIVERSITY AND A&M COLLEGE  
BATON ROUGE, LOUISIANA  
LETTER OF CERTIFICATION

John K. Pierre, Chancellor  
Southern University and A&M College  
P.O. Box 9494  
Baton Rouge, LA 70813

Dear Chancellor Pierre:

In reference to the enclosed contract, pursuant to La. R.S. 39:1623, we do certify the following:

1. Either no employee of our agency is either competent and available to perform the services called for by the proposed contact 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(B) have been complied with.
4. The Office \_\_\_\_\_ 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 are 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,

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Requesting Department