



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

MEMORANDUM #702-B

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

FROM: Linda A. Antoine, Director of Purchasing

DATE: July 1, 2022

Re: Revised Professional Services Contract Effective Immediately

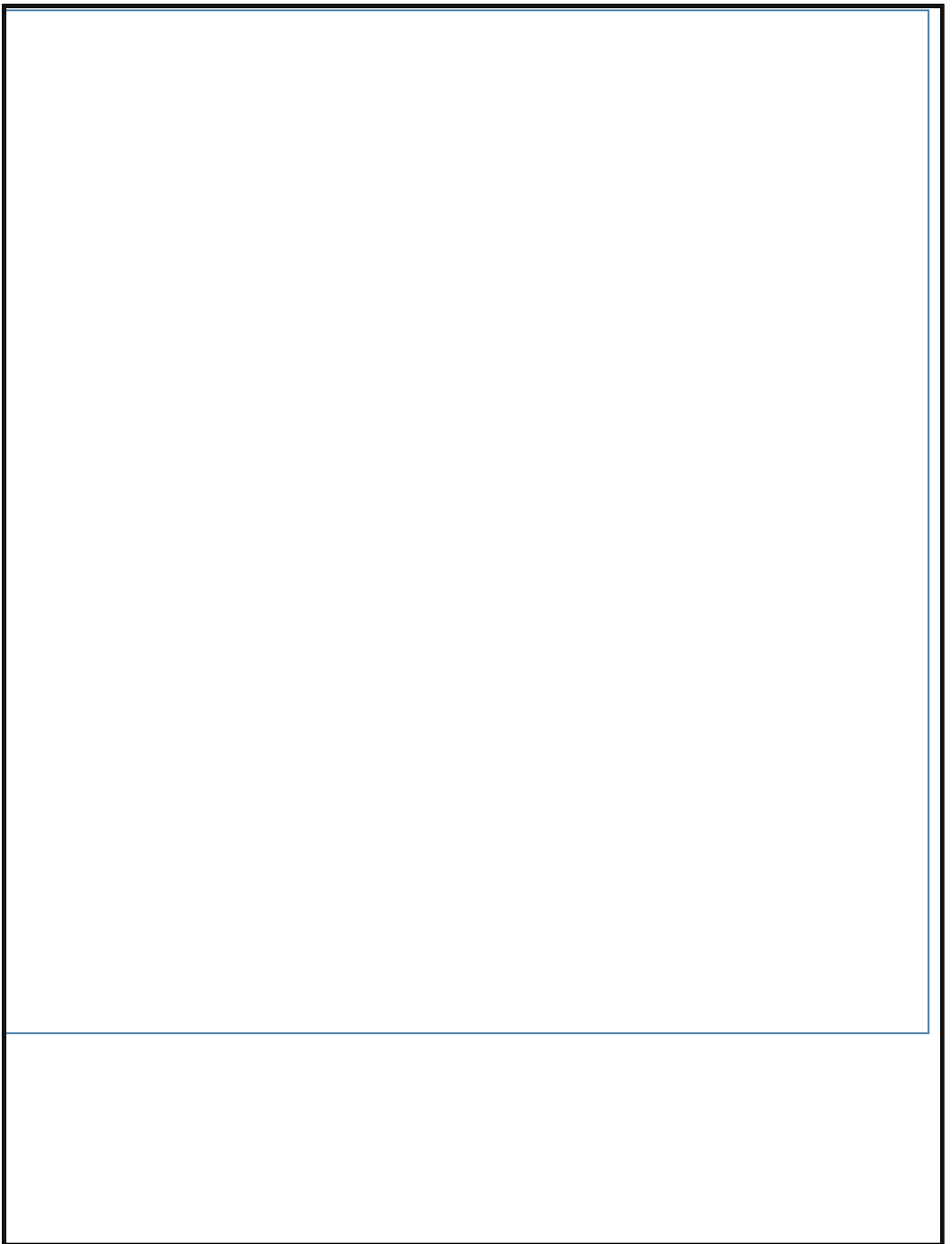
A Professional Services Contract is attached that include contractual clauses in compliance with recent state and federal regulations. This form contains the minimum language required in a professional Services Contract. Additional items may be added as required by the individual department's needs and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

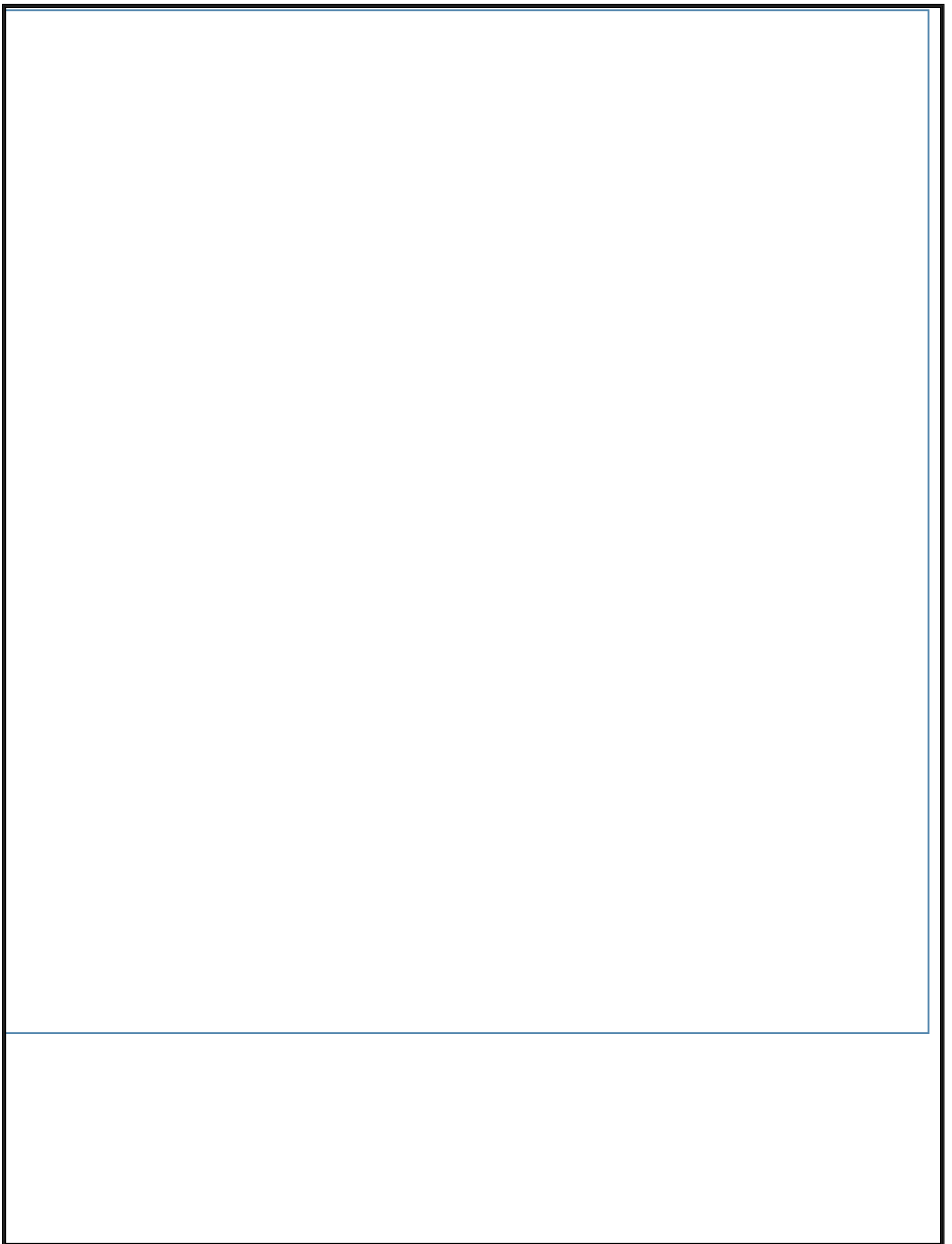
Effective July 1, 2022, all requests for Professional Services Contracts must be submitted on the new form attached.

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



Professional Services Contractual Approval Form

Please Check The Appropriate Box(es):

Date _____

Individual or Business Categories:

Department: _____

- LA Company
- Minority Business
- Woman Business
- Veteran Business
- Small Business
- Hudson Initiative

- Out of State Co.
- Individual
- Other

Campus Location: _____

Campus Mailing Address: _____

PLEASE IDENTIFY THE SOURCE OF FUNDING AND

INSERT THE BANNER BUDGETARY CODE BELOW:

| FUNDING | FUND CODE | ORGANIZATION CODE | ACCOUNT NUMBER | PROGRAM CODE | AMOUNT |
|-----------------|-----------|-------------------|----------------|--------------|--------|
| Agency/Athletic | | | | | |
| Federal Fund | | | | | |
| General Fund | | | | | |
| Self Generated | | | | | |
| | | | | | |
| | | | | | |

This is to certify that the attached contract between _____ of

NAME OF CONTRACTOR

_____ Zip Code _____

MAILING ADDRESS OF CONTRACTOR

and Southern University _____ in the amount of _____

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 NO. _____ { } SOCIAL SECURITY NUMBER _____

Signature of Requestor, End User or Departmental Representative

Print or Type Name

Telephone Number

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 and A&M College

Baton Rouge, LA 70813

LETTER OF CERTIFICATION

Dennis Shields, President-Chancellor
Southern University System
Baton Rouge, LA 70813

Dear Dr. Shields:

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 39:1595, 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.
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: _____

PROFESSIONAL SERVICES CONTRACT

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

Whose address is: _____

City: _____ State: _____ Zip: _____

Telephone No: _____ Facsimile No: _____ Cellular No: _____

Email Address: _____, hereinafter sometimes referred to as "Contractor" does hereby enter
into contract under the following terms and conditions: *(If additional space is needed please include a separate labeled sheet.)*

1.

SCOPE OF 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: _____

TERMINATION FOR CONVENIENCE: The University may terminate this contract at any time by giving _____ (_____) days written notice notice To the contractor. The contractor shall be entitled to payment for deliverables in progress, to the extent work has been performed satisfactorily.

TERMINATION FOR CAUSE:

7.

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.

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 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. All contracts prepared for a dollar amount of \$75,000.00 or more shall require the approval of the State of Louisiana, Office of State Procurement, Division of Contractual Review.

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

SOUTHERN UNIVERSITY – BATON ROUGE CAMPUS

BY: _____
Signature of Contractor

BY: _____
Dennis Shields, President-Chancellor, SUS

Print or Type Name

Print or Type Name

WITNESSED:

WITNESSED:

BY: _____
Signature

BY: _____
Signature

Print or Type Name

Print or Type Name

WITNESSED:

WITNESSED:

BY: _____
Signature

By: _____
Signature

Print or Type Name

Print or Type Name

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 Federal Tax Identification No. _____

Job Title: _____ **Social Security Number:** _____

Employer: _____ **Part Time**

Full Time

Business Address: _____ **Email:** _____

City: _____ **State:** _____ **Zip:** _____

Home Address: _____

City: _____ **State:** _____ **Zip:** _____

Place of Service: _____ **Date(s) of Services(s):** _____

Total Amount:\$ _____

- A. Give Purpose or State Need Of Consultation Service (State Specific Service To Be Performed Or Rendered):
- 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 the Service (s):
- E. Is this 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/her 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

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 WERE RENDERED BY ME ON THE DATE(S) AND THE TIME PERIOD AS SPECIFIED ABOVE.

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

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

Amount: \$ _____

Request for Taxpayer Identification Number and Certification

**Give form to the
 requester. Do not
 send to the IRS.**

| | | |
|--|---|---|
| Print or type See Specific Instructions on page 2 | Name (as shown on your income tax return) | |
| | Business name, if different from above | |
| | Check appropriate box: <input type="checkbox"/> Individual/ Sole proprietor <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Other ▶ | |
| | <input type="checkbox"/> Exempt from backup withholding | |
| | Address (number, street, and apt. or suite no.) | Requester's name and address (optional) |
| City, state, and ZIP code | | |
| List account number(s) here (optional) | | |

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

| | | | | | | | | | |
|-------------------------------|--|--|--|--|--|--|--|--|--|
| Social security number | | | | | | | | | |
| | | | | | | | | | |

or

| | | | | | | | | | |
|---------------------------------------|--|--|--|--|--|--|--|--|--|
| Employer identification number | | | | | | | | | |
| | | | | | | | | | |

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Part II Certification

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 a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. person (including a U.S. resident alien).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. (See the instructions on page 4.)

| | | |
|------------------|----------------------------|--------|
| Sign Here | Signature of U.S. person ▶ | Date ▶ |
|------------------|----------------------------|--------|

Purpose of Form

A person who is required to file an information return with the IRS, must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

U.S. person. Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

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.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

For federal tax purposes you are considered a person if you are:

- An individual who is a citizen or resident of the United States,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States, or

- Any estate (other than a foreign estate) or trust. See Regulations sections 301.7701-6(a) and 7(a) for additional information.

Foreign person. If you are a foreign person, do not use Form W-9. Instead, use the appropriate Form W-8 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien.

Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the recipient has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.

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 Date 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