

Purchasing Department

Purchasing Department P.O. Box 9534 Baton Rouge, LA 70813 Phone: (225) 771-4580 Fax: (225) 771-2026

MEMORANDUM #702-C

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

FROM: LINDA A. ANTOINE, DIRECTOR OF PURCHASING Ψ /

DATE: February 8, 2024

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. The preparation and completion of a Professional services Contract is required for services rendered over \$2,000.00. The amount of the Professional services Contract is limited to \$74,999.00 per twelve (12) month period or the department must submit a Request for Proposals (RFP).

All Professional Services Contracts, received in the Purchasing department, shall be date stamped and logged-in. All contracts should be submitted prior to the effective date or beginning date of services rendered. Any contractual package received 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 must be approved by the Director of Purchasing or the designee.

Please disseminate the revised copy of the contract to members of your staff. All contracts embedded online or disks must be upgraded and/or revised to reflect the changes indicated on the original contract attached. <u>Please be aware that a Professional Service Contract (PSC) Fillable Form is located on the</u> <u>Purchasing Website: https://www.subr.edu/page/828.</u>

Please direct all questions and inquiries to Mary Jane Spruel at 771-2804 or by email to maryjane_spruel@subr.edu..

THANK YOU FOR YOUR COOPERATION.

www.subr.edu

SU 602(R 9/94) Department	PURCHASE I SOUTHERN	REQUISITION DEPARTMENT UNIVERSITY	Date of Requisition	Requisition No.
	[] Baton Roug	[] SUSLA		
Telephone Number	[] SU AG CENTER	[] SUNO		

(PLEASE CHECK APPROPRIATE BOX or BOXES:] Business registered with Louisiana Secretary of State Business Category: [] Small Business []Minority [] Women [] Veteran [] Hudson [] La. Company

TYPE OF SERVICES () Professional () Consulting () Personal () Social [] Sub-Agreement

Preparer's Name:

Item No.	1	De	scription		Quantity	Unit Price	Amount
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					Purchasing		
				1	Availability of Fu	nds	Date
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					Signed		

Southern U	niversity Syste	em		S	
WERSITY AND			Professiona	l Services	
			Contractual	Approval	
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Stocarto Sta					
aw Rougs.		P	ease Check The Ap	propriate Box(es):	
Date			dividual or Business		
Department:			LA Company	Out of S	
C			Minority Business Woman Business	Individu	al
Campus Location:			Veteran Business		_
			Small Business		
Campus Mailing	Address:		Hudson Initiative		
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FUNDING	FUND CODE	ORGANIZATION	ACCOUNT	PROGRAM CODE	AMOUNT
	1 1 1 1 1 1 1 1 1	CODE	NUMBER		
Agency/Athletic			1		
Federal Fund	1.0				
General Fund		den en e	1		
Self Generated					
	for the second s			·	
	12-4-5				
This is to certify tha	t the attached contract h	between	NAME OF C	ONTRACTOR	of
				Zip Code	
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and Southern Unive				in the amount of	_
has been prepared in	Campu		ment of Professional	Personal Social or	
		f			Consulting
Services . This cond	lact covers the period o		Sec. 21.10		×.
{ } FEDERAL TAX	IDENTIFICATION NO)	_{ } SOCIAL SECU	RITY NUMBER	
Signature of Requestor	End Licer or Departments	Representative Prin	tor Tupe Name	Teleph	one Number
organization requestor		MMENDATION FOR		the second se	
STUDENT ADVISOR	(IF APPLICABLE)		DIRECTOR OF HU	MAN RESOURCES (PERSO	ONNEL)
	DTMENT HEAD		DIRECTOR OF PU	DOUASINO	in the second
DIDECTOR OR DER	INT MENT HEAD		DIRECTOR OF PU.	ACHASING	
DIRECTOR OR DEPA					
DIRECTOR OR DEPA			VICECHANCELL	OR FOR FINANCE & ADMI	NISTRATION

Southern University and A&M College Baton Rouge, LA 70813 **LETTER OF CERTIFICATION**

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

Dear President 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 forunder Louisiana Revised Sta tutes Title 39:1595, have been complied with;
- ___ Department has developed and fully intends 4. The
 - 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:

State of Louisiana **Parish Of Cast Baton Rouge**

PROFESSIONAL SERVICES CONTRACT

Whose address is:		
City:	State:	Zip:
Celephone No:	Facsimile No:	Cellular No:
Email Address:	, hereinafter someti	mes referred to as "Contractor" does hereby ente
nto contract under the follow	ng terms and conditions: (If additional space	e is needed please include a separate labeled sheet.)
	1.	
SCOPE OF SERVICES:		
	2.	
SPECIFIC GOALS AND OBJ	ECTIVES:	
	and the second	
	3.	
MEASURES OF PERFORMA	NCE:	
	4.	
MONITORING PLAN:		
·		
	5.	
PAYMENT TERMS :		
In consideration of the service	s described above. the University hereby	y agrees to pay to the contractor a maximum fee
		•
		rn University are obtained, payments are schedul

TERMINATION FOR CONVENIENCE: The University may terminate this contract at any time by giving

_____) days written notice notice <u>T</u>o the contractor. The contractor shall be entitled to payment for

7.

deliverables in progress, to the extent work has been performed satisfactorily.

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.

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.

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.

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.

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.

13.

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.

8

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.

15.

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.

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.

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

20.

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

17.

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.

23.

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

CONTRACTOR

SOUTHERN UNIVERSITY - BATON ROUGE CAMPUS

BY: ____

Signature of Contractor

Print or Type Name

BY:

Dennis Shields, President-Chancellor, SUS

Dennis J. Shields

Print or Type Name

WITNESSED:

BY: _

Signature

BY: _____

WITNESSED:

Signature

Print or Type Name

WITNESSED:

Signature

Print or Type Name

Print or Type Name

Page 6.

By: _____

Print or Type Name

WITNESSED:

BY:

Signature

	Date:			
С	ONSULTANT AUTHORI	ZATION FORM		
TO BE COMPLETED IN SU	PPORT OF ALL REQUESTS FOR PAYN	MENT OF CONTRACTUAL EXPENSES.		
The		is hereby requesting approval to employ the		
	rtment, Grant or Program a consultant on Account Number:			
Name of person/company				
Consultant's Present		eral Tax Identification No.		
lob Title:	Soci	al Security Number:		
Employer:		Part Time		
		🔲 Full Time		
Business Address:	Ema	uil:		
City:	State:	Zip:		
Home Address:				
City:	State:	Zip:		
Place of Service:	Date(s) of So	ervices(s):		
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	s for Selection of The Above Consultant:	Or Daily Pate Of Pauly		
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 B. Give Method or Reasons C. Indicate How Fee Amou D. Indicate Why Persons P E. Is this this Individual An Is This Individual An E Is This Individual An E Is This Individual A Re F. List Names of All Cons As Principal Investigato 1. These services are Their Services. 2. A Selection Proces 3. The Charge Is App Rendered. 4. If the Consultant is and/or Involves a Services and Services an	ant Was Determined. (Indicate Amount Of Hourly resently on Southern University Payroll Cannot Pro- in Employee of The Federal Government? mployee of The University? tired University Employee? sultants or Contractors Considered: or, I Hereby Certify That: Essential and Cannot Be or Provided By Persons F as Has Been Employed to Secure the Qualified Per- propriate Considering the Qualification of The Con a Southern University Employee, Consultation is Separate or Remote Operation and is In Addition to erson Prince	ovide the Service (s): YES { } NO { } YES { } NO { } YES { } NO { } (if yes, what is effective date) Receiving Salary On The Grant Or Otherwise Compensated for son Available. Isultant, his/her Normal Charges, and the Nature of The Service across Departmental Lines and In Addition to Regular Duties to the Consultant's Regular Departmental Workload		

SOUTHERN UNIVERSITY AND A&M COLLEGE SOUTHERN BRANCH POST OFFICE BATON ROUGE, LOUISIANA 70813

PROFESSIONAL SERVICES CONTRACT TIME SHEET

DEPARTMENT:	TELEPHONE:
PURCHASE ORDER/ OR DEPARTMENTAL	INVOICE NUMBER:
Date(s) of Service(s)	Time Period of Service(s) Hours
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I HEREBY CERTIFY THAT SI	
I HEREBY CERTIFY THAT SI THE TIME	ERVICES WERE RENDERED ON THIS DATE(S) AND
I HEREBY CERTIFY THAT SI	ERVICES WERE RENDERED ON THIS DATE(S) AND E PERIOD AS SPECIFIED ABOVE. Contractor's Signature
I HEREBY CERTIFY THAT SI THE TIME Contractor's Last 4 SS# or Tax ID# Company/Contractor's Name Contractor's Address	ERVICES WERE RENDERED ON THIS DATE(S) AND E PERIOD AS SPECIFIED ABOVE. Contractor's Signature
I HEREBY CERTIFY THAT SI THE TIME Contractor's Last 4 SS# or Tax ID# Company/Contractor's Name Contractor's Address	ERVICES WERE RENDERED ON THIS DATE(S) AND EPERIOD AS SPECIFIED ABOVE. Contractor's Signature Print Name
I HEREBY CERTIFY THAT SI THE TIME Contractor's Last 4 SS# or Tax ID# Company/Contractor's Name Contractor's Address	ERVICES WERE RENDERED ON THIS DATE(S) AND PERIOD AS SPECIFIED ABOVE. Contractor's Signature Print Name Contractor's Email
I HEREBY CERTIFY THAT SI THE TIME Contractor's Last 4 SS# or Tax ID# Company/Contractor's Name Contractor's Address	ERVICES WERE RENDERED ON THIS DATE(S) AND EPERIOD AS SPECIFIED ABOVE. Contractor's Signature Print Name Contractor's Email Requestor (Director/ Department Head Signature)

Revised June 2019

Form W-9
(Rev. October 2018)
Department of the Treasury Internal Revenue Service
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

ice Go to www.irs.gov/FormW9 for instructions and the latest information.

following seven boxes.		nership 🗌 Trust/estate	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any)
Note: Check the appropriate	ter the tax classification (C=C corporation, S=S corporation a box in the line above for the tax classification of the single is a single-member LLC that is disregarded from the owner agarded from the owner for U.S. federal tax purposes. Othe er should check the appropriate box for the tax classification	-member owner. Do not check unless the owner of the LLC is rwise, a single-member LLC that	Exemption from FATCA reporting code (if any)
5 Address (number, street, and ap	pt. or suite no.) See instructions.	Requester's name a	nd address (optional)
6 City, state, and ZIP code			

entities, it is your employer identification number (EIN). It you do not have a number, see How to get a TIN, later. Note: If the account is in more than one name, see the instructions for line 1. Also see What Name and

Note: If the account is in more than one name, see the instructions for line 1. Also see What Name and
Number To Give the Requester 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. citizen or other U.S. person (defined below); and

4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

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 for Part II, later.

Sign Here	Signature of		
Here	U.S. person ►	Date >	
	-	10	

General Instructions

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

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

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)

or

Employer identification number

- · 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, later.

CONTRACTUAL PERFORMANCE EVALUATION FORM professional, personal, consulting and social services southern university system

	Beginning and Ending Date of C	
Name of Contractor:		_To
Department	Date of Evaluation:	
Signature of Program		
Monitor/Evaluator		
Approved by	DOA Contract No	
Department Head	CEMS Contract No.	
Agency Contract Number Contract Amount: \$		
Purchase Requisition No.:		
Contractual Cost Basis:	Purchase Order No	
Contractual Modifications:		
Number:		
Reason(s):		the second s
	ces Being Provided)	and the second se
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): Satisf Weak Points:	factory 🗌 Unsatisfactory	
Strong Points:		
Name and Telephone Number of Program Off	icial Responsible for Monitoring and Final	Acceptance:
This form must be submitted to the Purcha	sing Department upon completion of S	ervices
	10	Revised July 2022