Oregon State University

 **PERSONAL/PROFESSIONAL SERVICES CONTRACT (PPSC)**

Department Contract: **Contract #**

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| This Contract is entered into by and between Oregon State University (OSU/Institution) for its **Department Name** (Department) and **Contractor Name** (Contractor). |
| Whereas OSU has need of the services which Contractor is competent to provide; now therefore, in consideration of the sum not to exceed $**Amount** to be paid at the rate of Per/HR **Rate** to Contractor by OSU, Contractor agrees to perform between date of last signature and **End Date,** inclusive, the following personal and/or professional services: |
| **Description of Services** |

Contractor shall not begin work until the Contract is signed by all parties listed below. Unless otherwise specified herein, OSU shall pay only for work performed. Contractor shall submit detailed invoice(s) for work performed to Department for payment. Invoices are paid according the OSU’s standard payment terms which are Net 30 days from receipt of correct invoice.

The following attachments are incorporated by this reference and made a part of this contract: Attachment A, OSU Standard Contract Provisions and [ ]  Attachment B; [ ]  Attachment C; [ ]  Other Attachments: **Other Attachments**.

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| INSURANCE: the minimum limit is $**Insurance amount** | Type required: [ ]  CGL [ ]  AUTO [ ]  Professional |

**THIS CONTRACT SHALL BECOME EFFECTIVE AND BINDING UPON LAST SIGNATURE BY AUTHORIZED REPRESENTATIVES OF THE PARTIES AS PROVIDED HEREIN.**

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| **OSU**  | **CONTRACTOR** |
| OSU Department Head Date | Signature Date |
| (Typed Name): **Department Head Name** | Typed Name: **Contact Name** |
|  | Address: |  **Business Name** **Address** **City, ST, Zip** |
|  | Phone: **Phone** |
| OSU Contract Officer Date | Banner Vendor ID No.: **Banner ID** |
|  | U.S. Tax Identification No.: **Tax ID Last 4** |
|  | Contractor is a: (Check One) |
|  | [ ]  Resident U.S. citizen |
|  | [ ]  Resident non-U.S. citizen (Green Card Holder) |
|  | [ ]  Non-U.S. citizen[ ]  Partnership |
|  | [ ]  Corporation |
|  | [ ]  Contractor is also a minority group member |

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| OSU VENDOR NO. | FORM PREPARED BY | PREPARER'S ADDRESS | DATE |
|  | **BC Name & Phone** | **BC Address** | **Prep Date** |

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| INDEX CODE | ACCOUNT CODE | ACTIVITY CODE | PAYMENT AMOUNT |
| **Index 1** | **Acct 1** | **Activ 1** | **Amount 1** |
| **Index 2** | **Acct 2** | **Activ 2** | **Amount 2** |
| **Index 3** | **Acct 3** | **Activ 3** | **Amount 3** |

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| Place Bar Code Label Here | All payments and reimbursements made on this contract will be 1099-misc. reportable. |



**FEDERALLY REQUIRED PROVISIONS**

**ANTI-KICKBACK ACT (40 U.S.C. 3145).** Contractor certifies compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each Contractor or Subcontractor must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The Contractor must report all suspected or reported violations to OSU.

**BYRD ANTI-LOBBYING AMENDMENT (31 U.S.C. 1352).** Contractors that apply or bid for a contract of $100,000 or more, must file the required certification that it will not and has not used Federally appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Contractor must require any subcontractor who applies or bids for subcontract of $100,000 or more to provide a similar certification to the next higher tier (Contractor or subcontractor as applicable). Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Contractor or subcontractor must forward any disclosures from tier to tier up to OSU.

**CLEAN AIR ACT (42 U.S.C. 7401-7671q.) AND THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. 1251-1387), AS AMENDED.** If this Contract provides for payments in excess of $150,000, Contractor must comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations shall be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

**CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. 3701-3708).** For all contracts awarded in excess of $100,000 that involve the employment of mechanics or laborers, the Contractor must comply with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each Contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

**DEBARMENT AND SUSPENSION EXECUTIVE ORDERS 12549 AND 12689.** A contract award (see 2 CFR 180.220) must not be made to parties listed on the government-wide Excluded Parties List System in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” The Excluded Parties List System in SAM contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. Before a contract award of $25,000 or more is made, verification is required that the intended awarded party is not on the government-wide exclusions in the SAM. Required verification must be made by checking the SAM Exclusions. Compliance with Subpart C of 2 CFR Part 180 by checking that the intended awarded party is not listed on the SAM Exclusions, before making a contract award, will flow down from tier to tier for contract awards of $25,000 or more. Contractor must include a term or condition similar to this term, in any subsequent lower tier contract awards of $25,000 or more. Contractor hereby certifies they are not listed on the government-wide exclusions in the SAM.

**ENERGY POLICY AND CONSERVATION ACT.** Contractor agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6201).

**EQUAL EMPLOYMENT OPPORTUNITY.** Contractor must comply with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 CFR part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”

**RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT.** If this Contract is for the performance of experimental, developmental, or research work, the Federal Government and OSU have rights in any resulting invention in accordance with 37 CFR part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

**REMEDIES FOR CONTRACTOR'S DEFAULT.** In the event Contractor is in default (which includes without limitation, incomplete services), OSU may, at its option, pursue any or all of the remedies available to it under this Contract and at law or in equity, including, but not limited to: (a) rejection of the services, (b) requiring Contractor to correct any defects without charge, (c) negotiation with Contractor to sell the services to OSU at a reduced price, (d) termination of the Contract, (e) withholding all moneys due for the services Contractor has failed to deliver within any scheduled completion dates or has performed inadequately or defectively, (f) initiation of an action or proceedings for damages, specific performance, or declaratory or injunctive relief, or (g) exercise of its right of set off. These remedies are cumulative to the extent the remedies are not inconsistent, and OSU may pursue any remedy or remedies singly, collectively, successively, or in any order whatsoever.