

## SERVICE AGREEMENT

THIS AGREEMENT (hereinafter referred to as the "Agreement") made by and between the Board of Regents of the University System of Georgia by and on behalf of Fort Valley State University (hereinafter referred to as "the University"), and \_\_\_\_\_ whose principal place of business is located at \_\_\_\_\_ (hereinafter referred to as "VENDOR").

WHEREAS, the Vendor desires to provide services to the University as described herein,

NOW, THEREFORE in consideration of the mutual covenants and promises contained herein, the parties agree as follows:

1. **Services.** Vendor agrees to perform for the University the services set forth in the Statement of Work section of Exhibit A which is attached hereto and hereby incorporated by reference. Such services are hereinafter referred to as the "Services." No other services shall be performed unless this Agreement is amended in writing and signed by both parties.
2. **Payment.** The University shall pay Vendor an amount not to exceed \$ \_\_\_\_\_ for Services in accordance with the Payment Schedule contained in Exhibit A within thirty (30) days after receipt of Vendor's invoice provided that the Services invoiced for have been accepted by the University as hereinafter provided.
3. **Independent Contractor.**
  - a. Vendor is an independent contractor and shall not be deemed to be an employee of the University. The University is hereby contracting with Vendor for the Services, and Vendor reserves the right to determine the method, manner and means by which the Services will be performed.
  - b. Neither party has the authority to bind the other to any third person or otherwise to act in any way as the representative of the other, unless otherwise expressly agreed to in a writing signed by both parties. Vendor will pay all taxes lawfully imposed upon it with respect to the Services or this Agreement, including but not limited to all federal and state unemployment taxes, FICA and income taxes.
4. **Term.** The term of this Agreement shall be as set forth in Exhibit A attached hereto.
5. **Acceptance of Services.** Vendor shall provide written notification of completion of services to the University. The University shall have thirty (30) days from the date of receipt of the notice of completion to provide Vendor with written notification of acceptance or rejection due to unsatisfactory performance. Vendor shall, as quickly as is practicable, correct at its expense all deficiencies caused by Vendor, its employees, agents, contractors or subcontractors.
6. **Termination.** Either party may terminate this agreement without cause with thirty (30) days written notice to the other party.
7. **Assignment.** Vendor shall not assign or subcontract the whole or any part of this Agreement without the University's prior written consent.

8. **Waiver.** The waiver by the University of any breach of any provision contained in this Agreement shall not be deemed to be a waiver of such provision on any subsequent breach of the same or any other provision contained in this Agreement. Any such waiver must be in a properly signed writing in order to be effective, and no such waiver or waivers shall serve to establish a course of performance between the parties contradictory to the terms hereof.
9. **Applicable Law.** This Agreement shall be governed by the laws of the State of Georgia.
10. **Transactions With State Officials, Ethics.** The parties hereto certify that the provisions of law contained in the Act prohibiting full-time appointive officials and employees of the State from engaging in certain transactions affecting the State as defined in O.C.G.A. §§45-10-20–26 and the Governor’s Executive Orders governing ethics, have not and will not be violated in any respect in regard to this contract and further certifies that registration and all disclosures required thereby have been complied with.
11. **Non-Discrimination.** Contractor/Vendor shall not discriminate against any individual on the basis of age, race, color, religion, national origin, sex or disability. Further, the Contractor/Vendor agrees to comply with all non- discriminatory laws and policies to which the University is subject. The University provides accommodations for the disabled as required by law. However, Contractor/Vendor agrees to be solely responsible for all costs and expenses associated with any such accommodation(s) related to this Agreement and, without limitation, the “Statement of Work” to be performed hereunder. Notwithstanding any other provision of this Agreement, the University reserves the right to change the “Statement of Work” as set forth in Exhibit A of this Agreement to better meet the needs of the disabled and reserves the right to immediately cancel this Agreement due to the University’s inability to provide such accommodation(s).
12. **Insurance.** Contractor/Vendor shall insure against all losses and damages which are the result of or the fault or negligence of the Contractor/Vendor, its agents, servants, members, employees, contractors and subcontractors. Contractor/Vendor shall at the time of the execution of this Agreement furnish the University with a copy of said policy or a certificate that such insurance has been issued naming the Board of Regents of the University System of Georgia by and on behalf of Fort Valley State University as a party to be contacted if such a policy is cancelled prior to its renewal date.
13. **Background Checks.** Contractor/Vendor maintain full responsibility for the actions of their employees and will be fully responsible for enforcing and implementing an appropriate background check requirement which conforms to State, Federal, Local and USG Guidelines. The vendor will review the results of the background check. The institution should not obtain the results of these checks. If appropriate, the requirement for a supplier to conduct background checks on its employees and to indemnify the institution against the actions of supplier employees must be specified in the contract for services.
14. **Hazardous Conditions.** The Contractor and Owner acknowledge that previously unknown hazardous conditions may be uncovered at any job site, and in particular where existing structures are being demolished and/or remodeled to accommodate new construction or to reutilize existing facilities. Should a hazardous condition not involving Hazardous Materials as set forth above be encountered on the Site, and should reasonable safety precautions be deemed by the Contractor in good faith to be inadequate to prevent foreseeable personal injury to persons encountering the hazardous condition, the Contractor shall, upon recognizing the hazardous condition, stop work in the affected area and immediately report the hazardous condition to the Design Professional and Owner in writing. The Owner shall undertake, or shall contract (by Change Order) with the

Contractor or contract with a Separate Contractor, to resolve the condition. So long as the hazardous condition did not result from activities or substances brought on the Site by the Contractor, the Contractor is entitled to adjustments in the Contract Time and the Contract Sum as set forth in Paragraph 1.6.1.2 above.

- 15. **Open Record Act.** Contractor/Vendor acknowledges and agrees that all documents collected or produced for use by a private person, firm, or corporation pursuant to a contract or other agreement or understanding with any governmental entity are public records and are subject to disclosure under the Open Records Act (see O.C.G.A. §50-18-70).
- 16. **Entire Agreement.** This Agreement constitutes the entire agreement between the parties with respect to the subject matter. This Agreement may be amended, but only upon advance mutual written agreement by the parties.
- 17. **Georgia Security and Immigration Compliance Act.** Contractor certifies that it has complied, and will comply, with the Georgia Security and Compliance Act (O.C.G.A. § 13-10-90 et seq.). Contractor agrees to sign and comply with Exhibit C, Georgia Security and Immigration Compliance Affidavit, if applicable.

IN WITNESS WHEREOF the parties have executed this Agreement on the date last written below.

AGREED TO BY:

THE BOARD OF REGENTS OF THE  
UNIVERSITY SYSTEM OF GEORGIA  
BY AND ON BEHALF OF  
FORT VALLEY STATE UNIVERSITY

VENDOR

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Contracting Employee Signature/VPBF

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

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

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

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

FEI/SS#: \_\_\_\_\_

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

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

**\*\*\*Contracting Department/Employee Please complete this form along with the FVSU [Contract Routing Form](#)**

Revised 6/2019

Exhibit A

I. Statement of Work

The Vendor agrees to provide the following services to the University: (Must specifically detail the work to be done.)

See attachment.

II. Payment Schedule

The University agrees to pay the Vendor for the satisfactory performance of the work detailed herein the total sum of \_\_\_\_\_ to be paid as follows:

See attachment.

III. Term

The term of this Agreement shall commence on \_\_\_\_\_ and terminate on \_\_\_\_\_, unless otherwise terminated in accordance with other provisions of this Agreement. Further, this Agreement is renewable upon the advance written agreement of the Parties

**EXHIBIT B**  
Purchasing Department

**Substitute Form W-9 - Taxpayer Identification Number and Certification**

**No payment will be released until this form is completed and returned.**

Please complete the following information. We are required by law to obtain this information from you when making a reportable payment to you. If you do not provide us with this information, your payments may be subject to federal income tax backup withholding. Use this form only if you are a **U.S. person** (including U.S. Resident alien).

❖ PLEASE PRINT OR TYPE

\_\_\_\_\_  
Name

\_\_\_\_\_  
Business name, if different from above

\_\_\_\_\_  
Address

\_\_\_\_\_  
City State Zip Code Contact name

Phone: (\_\_\_\_) - \_\_\_\_\_ Fax: (\_\_\_\_) - \_\_\_\_\_

**Part II Taxpayer Identification Number (TIN)**

LEGAL STATUS: Check (1) only.

- |   |   |
|---|---|
| <input type="checkbox"/> Individual/Sole proprietor     | <input type="checkbox"/> Trust or Estate                                      |
| <input type="checkbox"/> Corporation                    | <input type="checkbox"/> Government Entity                                    |
| <input type="checkbox"/> Partnership                    | <input type="checkbox"/> Educational  |
| <input type="checkbox"/> Other _____                    | <input type="checkbox"/> Tax-Exempt or Not-for-Profit (section 501 (C) 3) IRC |
| <input type="checkbox"/> Exempt from backup withholding |   |

Employer Identification Number (EIN): \_\_\_\_\_ - \_\_\_\_\_

Social Security Number (SSN): \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_  
(For Individuals and Sole Proprietorship)

Legal Name of Entity that appears on your Federal Tax Return (This should correspond with the EIN or SSN provided above)

\_\_\_\_\_

**Part III 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).

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

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

\_\_\_\_\_  
Date

**GEORGIA SECURITY AND IMMIGRATION AFFIDAVIT**

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. 13-10-91, stating affirmatively that the individual, firm, or corporation which is contracting with **Fort Valley State University** has registered with and is participating in a federal work authorization program\* [any of the electronic verification of work authorization programs operated by the United States Department of Homeland Security or any equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603], in accordance with the applicability provisions and deadlines established in O.C.G.A. 13-10-91.

The undersigned further agrees that, should it employ or contract with any subcontractor(s) in connection with the physical performance of services pursuant to this contract with (name of public employer), contractor will secure from such subcontractor(s) similar verification of compliance with O.C.G.A. 13-10-91 on the Subcontractor Affidavit provided in Rule 300-10-01- .08 or a substantially similar form. Contractor further agrees to maintain records of such compliance and provide a copy of each such verification to the (name of the public employer) at the time the subcontractor(s) is retained to perform such service.

\_\_\_\_\_  
Federal Work Authorization User Identification Number

\_\_\_\_\_  
Date of Authorization

\_\_\_\_\_  
Name of Contractor

\_\_\_\_\_  
Name of Project

**Fort Valley State University**  
Name of Public Employer

I hereby declare under penalty of perjury that the foregoing is true and correct.

Executed on \_\_\_\_\_, 201\_\_ in \_\_\_\_\_ (city), \_\_\_\_\_ (state).

\_\_\_\_\_  
Signature of Authorized Officer or Agent

\_\_\_\_\_  
Print Name and Title of Authorized Officer or Agent

**SUBSCRIBED AND SWORN BEFORE ME ON THIS THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_**

\_\_\_\_\_  
**Notary Public**  
**My Commission Expires:** \_\_\_\_\_