

STATE OF OKLAHOMA
PROFESSIONAL SERVICES CONTRACT AFFIDAVIT

I, _____, FIE# / SS# _____
(Please Print)

have not previously entered into a contract with the agency or any other state agency which would result in a substantial duplication of the final product required by the proposed contract attached.

Signature _____ Date

Title

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STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

This instrument was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_,

\_\_\_\_\_ by \_\_\_\_\_.

\_\_\_\_\_  
(Signature of Notary)

\_\_\_\_\_  
Title

My Commission Expires: \_\_\_\_\_

## SERVICE CONTRACT

This agreement entered into this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, by the  
\_\_\_\_\_  
\_\_\_\_\_ (agency) and \_\_\_\_\_  
\_\_\_\_\_ (vendor) hereby offers and agrees to \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_ (service to be rendered as requested by the agency)

In consideration of the satisfactory performance of said services, the agency agrees to pay the  
vendor the amount of \_\_\_\_\_ per \_\_\_\_\_.

It is further agreed by both parties that this agreement shall be in effect for a period beginning  
\_\_\_\_\_ and ending \_\_\_\_\_.

It is further agreed by both parties that this agreement may be cancelled by written notice by either party thirty  
(30) days before cancellation.

**Audit Clause:** In accepting any contract with the State, the vendor must agree to this audit clause which  
provides that books, records, documents, accounting procedures, practices or any other items of the service  
provider relevant to the contract are subject to examination by the Agency and the State Auditor and Inspector.

\_\_\_\_\_  
(Vendor)

\_\_\_\_\_  
(Signature of Agency Director)

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Date)

Subscribed and sworn to before me this  
\_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

Subscribed and sworn to before me this  
\_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

(SEAL)

(SEAL)

\_\_\_\_\_  
Notary Public

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

## SERVICE REQUISITION JUSTIFICATION

I hereby certify that the service(s) requested on the attached requisition complies with the following as per 74 O.S. § 85.4.E.2.

- a. No employee of the state agency is able and available to perform the services to be provided pursuant to the contract,
- b. The state agency shall receive, review, and accept a detailed work plan from the supplier for performance pursuant to the contract if requested by the State Purchasing Director,
- c. The state agency has developed, and fully intends to implement, a written plan providing for the assignment of specific state agency personnel to:
  - 1) Monitoring and auditing supplier performance,
  - 2) The periodic review of interim reports, or other indications of past performance, and
  - 3) If requested by the State Purchasing Director, the ultimate utilization of the final product of the non-professional or professional services,
- d. The work to be performed under the contract is necessary to the state agency's responsibilities, and there is statutory authority to enter into the contract,
- e. The contract will not establish an employment relationship between the state or the state agency and any persons performing under the contract,
- f. No current state employee will engage in the performance of the contract, unless specifically approved by the State Purchasing Director,
- g. The purchase of the nonprofessional or professional services is justified, and
- h. The contract contains provisions that are required by Section 85.41 of this title.

The justification for such nonprofessional or professional service(s) in accordance with section "g" above is as follows:

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I understand that the signing of this document knowing such information to be false may subject me to punishment for a misdemeanor (74 O.S. § 85.4.F.)

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(Langston University President)

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Date

NOTE: This form must be signed by the Chief Administrative Officer of the Agency or the Chief Administrative Officer of the Requisitioning Unit.

# ADDENDUM TO STATE OF OKLAHOMA PROFESSIONAL SERVICES CONTRACT

EFFECTIVE APRIL 28, 2010

Oklahoma Taxpayer and citizen Protection Act: Pursuant to 25 O.S. Sec. 1313, and Department of Central Services Procurement Information Memorandum 10-01 effective 04/28/2010, all individuals, contractors, subcontractors, and vendors certify that it and all proposed subcontractors, whether known or unknown at the time this contract is executed or awarded, are in compliance with 25 O.S. § 1312 and participate in the Status Verification System. The Status Verification System is defined in 25 O.S. § 1312 and includes, but is not limited to, the free Employee Verification Program (E-Verify) available at [www.dhs.gov/E-Verify](http://www.dhs.gov/E-Verify). The State may request verification of compliance for any contractor or subcontractor. Should the State find the contractor or any of its subcontractors are not in compliance, the State may pursue any and all remedies allowed by law, including, but not limited to, suspension of work, termination of the Contract for default, and suspension and/or debarment of the contractor. All costs necessary to verify compliance are the responsibility of the contractor.

\_\_\_\_\_  
(Vendor)

\_\_\_\_\_  
(Signature of Agency Director)

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Date)

Subscribed and sworn to before me this

Subscribed and sworn to before me this

\_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

\_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

(SEAL)

(SEAL)

\_\_\_\_\_  
Notary Public

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_

My Commission Expires: \_\_\_\_\_