



VENDOR ADMINISTRATION POLICY 54005

Effective Date: August 1, 2012

Revised Date: July 7, 2026

Responsible Office: University Compliance and Purchasing Department

Division: Administration and Business Affairs

I. PURPOSE/OBJECTIVE

The purpose of this policy is to outline uniform standards and procedures for procuring, approving and administering professional, personal, consulting and social service contracts at Grambling State University (“University”) in accordance with the State of Louisiana Procurement Code, Office of State Procurement (OSP) and the Division of Administration (DOA).

II. AUTHORITATIVE REFERENCE

The University’s procurement and contracting activities for professional, personal, consulting and social services shall comply with the Louisiana Procurement Code, LA R.S. 39:1551–1755 et seq.

III. STATEMENT OF POLICY

A. DEFINITIONS

a) **Types of Contract:**

1. Professional – (e.g. lawyer, attorney, doctor, dentist, psychologist, certified advanced practice nurse, veterinarian, architect, municipal advisor, engineer, land surveyor, landscape architect, accountant, actuaries, claims adjuster, pharmacist, visiting professor).
2. Personal – (e.g. graphic artist, sculptor, musician, photographer, writer, handwriting analyst, court reporter, foreign representative, expert witness, paramedical, therapist, private investigator, sign language interpreter, entertainers, expert speaker).
3. Consulting – (e.g. appraiser, finance (banking services) planning, data processing, advertising, public relations, scientist).
4. Social Services – (e.g. rehabilitation and health support, habilitation and socialization, protection for adults and children, improvement for living condition and health services, evaluation, testing and remedial educational services).
5. Interagency – (e.g. between executive branch state agencies, must be submitted to OSP for review, exempt from RFP regardless of value).
6. Intergovernmental – (e.g. between state agency and another governmental agency (local, state or federal), exempt from OSP review and approval under LA R.S. 39:1554 J.2 except for procurement of social services, agreements may be with police juries and other parishes, as well as other states).
7. Cooperative Endeavors – (e. g. agreement to which the state is a party and pursuant to which the state has obligated state resources, whether funds, credit, property, or things of value of the state to a nonpublic person for the accomplishment of a purpose or in the public interest meeting the 3-prong Louisiana Supreme Court **Cabelas** test. All CEAs

with expenditure of funds must be submitted to OSP for approval).

8. Emergency Contracts – (e.g. imminent threat to the public health, welfare, safety or public property. Emergency procurement approval requests must be submitted to OSP under LA R.S. 39:1598 for an emergency contract).

- b) **University Department Vendor Administrator:** The person responsible for developing the contract, gathering approvals, monitoring, and keeping records of all documentation related to the professional contract for the department. All inquiries, notices, requests for information, or communications regarding the administration, interpretation, performance, day-to-day management, or payment and invoicing for contracts as may be applicable shall be directed to the University Department Vendor Administrator as the department liaison.

- c) **Delegated Authority:** The State of Louisiana, through the Division of Administration (DOA), Office of Contractual Review, grants Grambling State University authority to execute contracts. This delegation allows the University President, Vice President for Administration and Business Affairs, the Provost, Vice President of Finance and Chief Operating Officer to sign contracts within their budgetary jurisdictions. The Vice President of Intercollegiate Athletics as the Athletic Director is separately authorized to approve athletics contracts for the Athletics Department only.

- d) **Contractor:** Any individual entering into contractual agreements with the University.

B. WHEN AN RFP (REQUEST FOR PROPOSAL) IS REQUIRED

- i. Interagency, Intergovernmental, Personal and Professional Contracts are exempt from the RFP Process.
- ii. Consulting service contracts greater than \$74,999.99 in a 12 month period (maximum \$224,997 in 36 months), require an RFP. See Louisiana R.S. 39:1621.
- iii. Social Services contracts greater than \$249,999.99 in a 12 month period (maximum \$749,997 in 36 months) require an RFP unless specifically exempt in accordance with Louisiana R.S. 39:1619.

C. CONTRACTS REQUIRING OFFICE OF STATE PROCUREMENT APPROVAL (OSP)

Certain contracts require review and approval by OSP.

1. **Submission to the Purchasing Department.** University departments shall submit all contracts requiring OSP review and approval, together with all required supporting documentation, to the Purchasing Department. Departments shall not submit contracts directly to OSP.
2. **Purchasing Department Responsibilities.** The Purchasing Department shall:
 - i. Review contract submissions for completeness and compliance;
 - ii. Verify that the appropriate procurement method has been used and that all required documentation has been provided;

- iii. Obtain any required internal approvals; and
 - iv. Submit the contract and supporting documentation to OSP for review and approval using LaGov or ProAct.
3. **Required Documentation.** The requesting department is responsible for providing all documentation necessary to support the proposed contract, including documentation of the applicable procurement method (e.g., competitive solicitation or non-competitive procurement), required justifications, and any other information required by OSP. Incomplete submissions may be returned to the requesting department for correction before being submitted to OSP.
4. **Required External Approvals.** When required, approvals from other state agencies or oversight entities shall be obtained after the contract is submitted to OSP. Depending on the nature of the contract, these approvals may include, but are not limited to:
- i. Department of Revenue;
 - ii. Attorney General;
 - iii. Office of General Counsel;
 - iv. Civil Service; and
 - v. Office of Planning and Budget.
5. **Contract Revisions.** If OSP returns a contract for revisions or additional information, the requesting department shall work with the Purchasing Department to provide the requested revisions or documentation before the contract is resubmitted to OSP.

D. MINIMUM CONTRACT REQUIREMENTS AND CONTRACT CLAUSES

Contract Requirements

- i. Beginning & Ending Dates
- ii. Deliverables & Schedule
- iii. Statement of Work
- iv. Maximum Amount & Schedule of Payments
- v. Monitoring Plan
- vi. Responsibility of Taxes
- vii. PPM 49 - Travel Requirements

Contract Clauses:

- i. Anti-Discrimination
- ii. Assignability
- iii. Boycott of Israel
- iv. Discrimination of Firearms
- v. Fiscal Funding
- vi. Legislative Auditor
- vii. Remedies for Default
- viii. Termination

E. GENERAL GUIDELINES FOR VENDOR ADMINISTRATION

- 1. All contracts or written agreements between Grambling State University and an external entity, regardless of whether they involve the expenditure or receipt of funds, are subject to this Vendor Administration Policy.
- 2. Vendor administration begins with the development of a clear, concise,

performance-based scope of work and the establishment of appropriate contract administration procedures to monitor contractor performance.

3. Only individuals with delegated signature authority may execute contracts or otherwise bind the University. No employee without such authority shall:
 - a) Offer employment;
 - b) Execute professional, personal, consulting or social service agreements;
 - c) Commit the University to purchase goods and services; or
 - d) Execute any other agreement, including cooperative endeavor agreements, MOU's etc.
4. Any individual executing a contract on behalf of Grambling State University, without the authority to do so may be personally liable for damages resulting from the University's refusal or inability to honor the contract. University employees are subject to disciplinary review that could result in their immediate termination from the University.

F. GENERAL GUIDELINES FOR CONTRACT FORMATION

1. Departments are responsible for ensuring that necessary funding is available for contracts. No work shall be authorized without a valid contract.
2. Employees should use the *DOA Basic Contract*, *DOA Contract for Professional Legal Services*, or *DOA Cooperative Endeavor Agreement* template for all contracts when applicable. This template can be found on <https://www.gram.edu/offices/compliance/contracts.php>
3. Agreements to pay travel plus the contracted fee are not authorized. Travel must be in accordance with PPM 49. The contracted fee should include all costs of performance including travel.
4. The University must determine that the rate of compensation to be paid to Contractors is fair and reasonable to the state.
5. By signing the *GSU Contract Monitoring / Approval Form*, the Vendor Administrator and initiating department's vice president, Finance and Budget Designee are certifying that they have made a determination of "fair and reasonable compensation" to the state taking into account the above items.
6. Representatives of each designated department shall review the contract and sign the *GSU Contract Monitoring / Approval Form* within 2 business days.
7. For contracts involving Title III grants and Sponsored Programs, the *GSU Contract Monitoring / Approval Form* must be routed to those respective areas.
8. If the reviewing department recommends changes to the contract they must note those changes and attach it, in writing on a separate document, to the contract. Those changes should also be submitted in writing to the Purchasing Department before the reviewer passes it to the next department.
9. The *GSU Contract Monitoring / Approval Form* must be completed before the Contractor and/or the University's Delegated Authority sign the contract.

G. GENERAL GUIDELINES FOR ROUTING VENDOR CONTRACTS FOR SERVICES

1. If possible, contract requests should be initiated at least **6 weeks** prior to the anticipated start date of the contract to allow ample time for review and approval.
2. Contract Attachments as deemed applicable

- a) Transmittal Letter
- b) Certification Letter
- c) Late Letter
- d) Multi-Year Letter
- e) Disclosure of Ownership
- f) Certificate of Authority
- g) Out of State Justification
- h) Vendor Profile Data Form
- i) Prior Performance Evaluation
- j) BA-22 Form
- k) Resume for Consultants
- l) Board Resolution

3. Contracts and Routing Forms

1. FORWARD ALL CONTRACTS FOR SERVICES to University Compliance and Purchasing prior to electronically routing documents **(Do not proceed to DocuSign documents until Compliance and/or Purchasing has approved vendor/contractor agreement.)**
2. Create requisition in Banner
3. Complete [Contract Monitoring / Approval Form](#)
4. Complete [GSU Contract Form](#) (if applicable)
5. Complete [DOA BA-22 Form](#) (if applicable)
6. Complete [Certification letter](#) (if applicable)

H. GENERAL GUIDELINES FOR POST-AWARD VENDOR ADMINISTRATION

1. In the event that the contract requires changes after approval and initiation the Vendor Administrator must coordinate with University Compliance and the Purchasing Department for a ***Contract Amendment***.
2. The Vendor Administrator will ensure that all terms and stipulations in the contract are being met by both GSU and the Contractor.
3. The Vendor Administrator will be responsible for completing the ***GSU Performance Evaluation Form*** when either requested by the Purchasing Department or within 30 days after the contract is terminated.
4. Contract Performance Reviews can be requested on a random basis from the Purchasing Department as well as during the “closeout” of a contract/agreement. Hardcopies of all performance reviews will be filed with the approved contract in the Purchasing Department.
5. Contract Performance Reviews, at a minimum, will seek to ensure the following:
 - a. The contractor complies with the terms, conditions, and requirements of the contract/agreement.
 - b. GSU complies with the terms, conditions, and requirements of the contract/agreement.
 - c. Purchase orders issued under the contract/agreement are in compliance with the terms, conditions, and requirements of the contract/agreement, if applicable.
 - d. Payments are in compliance with the terms and conditions of the contract/ agreement.

6. The *GSU Performance Evaluation Form* will be submitted prior to final payment. Unexpended funds will not be released until the Purchasing Department receives the completed *GSU Performance Evaluation Form*. A copy of the audit and documentation of any action taken, if applicable, will be documented in the “contract file” and forwarded to the contractor.
7. The Vendor Administrator will be responsible for forwarding all performance evaluations to the contractor.

I. CONTRACT COMPLAINTS

1. In the event, that any campus constituent (student, faculty, and/or staff) has a complaint regarding any vendor/contractor providing services on campus they must submit a formal letter in writing containing the following information to the Attention of the Division of Administration and Business Affairs:
 - a. Name of the Vendor/Contractor
 - b. Name/Position of Complainant
 - c. Date of the Incidence
 - d. Nature of Complaint/Description of the Events
 - e. Recommendation of Resolution of Complaint
2. The complaint letter should be emailed to ABA@gram.edu.
3. Upon receiving the letter of complaint, University Compliance shall coordinate with the Purchasing Department to notify the Vendor Administrator and the Vendor/Contractor of the complaint
4. The Vendor Administrator and/or Contractor have seven (7) working days to respond to the complaint letter. The Vendor Administrator and Contractor should forward all responses to University Compliance and the Purchasing Department.
5. The Purchasing Department will send a copy of the complaint response to complainant, file the complaint and provide responses with the approved contract. All complaints will be considered during approval process, when request for renewals and new contracts by Contractor when submitted to the Purchasing Department.
6. All complaints and responses are subject to Louisiana Publics Records Laws.

J. GENERAL GUIDELINES FOR RENEWAL CONTRACTS

1. All renewal contracts must be submitted to University Compliance and Purchasing Department for review.
2. Departments must submit a copy of the contract with the *GSU Contract Monitoring / Approval Form*. Please note on the *GSU Contract Monitoring / Approval Form* that the contract is a renewal. If applicable, University Compliance and Purchasing Department is willing to assist with negotiating terms with vendors/contractors if adjustments are being made to the original/master agreement.

K. RESPONSIBILITIES OF VENDOR ADMINISTRATOR

- The Vendor Administrator’s responsibilities include, but are not limited to:
- a. Assisting in developing contract specifications
 - b. Monitoring contractor’s progress and performance
 - c. Managing any university property used in the contract performance

- d. Authorizing payments consistent with contract documents
- e. Exercising remedies, in conjunction with the Purchasing Department when a contractor's performance is deficient
- f. Resolving disputes in a timely manner
- g. Documenting any significant events or complaints regarding the contract
- h. Maintaining appropriate records

L. RESPONSIBILITIES OF THE INITIATING DEPARTMENT

- 1. Departments must ensure that all federal, state and local purchasing and procurement policies are followed prior to submitting contracts for approval.
- 2. Departments must assign a Vendor Administrator to each contract.

M. RESPONSIBILITIES OF REVIEWERS

- 1. Reviewers referenced on the Contract Monitoring/Approval Form are designated officers from the following departments:
 - a. Department Vice-President
 - b. Purchasing Department
 - c. University Compliance
 - d. Finance
 - e. Budget
 - f. Human Resources
 - g. Information Technology
 - h. Administration and Business Affairs (if applicable)
 - i. Title III Office (if applicable)
 - j. Sponsored Programs (if applicable)
- 2. Reviewers within 2 business days must ensure that the contract is aligned with policies & procedures associated with their area of responsibility.
- 3. By signing the document, reviewers are verifying that they have reviewed the contract and made any additions/deletions to the contract on the electronic form.

N. RESPONSIBILITIES OF UNIVERSITY COMPLIANCE AND THE PURCHASING DEPARTMENT

- 1. The University Compliance and Purchasing Department is responsible for, but not limited to:
 - a. Reviewing contracts for institutional risks and compliance with applicable laws
 - b. Coordinating contract review, approval, routing and submissions to OSP.
 - c. Assisting departments with contract preparation, negotiation, routing, and execution, including ensuring that contracts are signed by individuals with delegated signature authority.
 - d. Coordinating verification of required bonds and insurance with the Safety and Risk Department, as applicable.
 - e. Monitoring the status of contracts, including performance evaluations, renewals, expirations, closeout, and termination.
 - f. Maintaining the official repository of University contracts, except for contracts managed by the Louisiana Office of Facility Planning and Control.
 - g. Maintaining contract records, including vendor information, contract purpose, term, value, renewal dates, and other pertinent information.
 - h. Reporting noncompliance with contracting policies to the Office of Internal

Auditing.

2. The Purchasing Department will keep track of contract information, such as name of vendor/contractor and purpose of contract, beginning and ending dates, contract amount, and date to begin renegotiation of the contract (the renegotiation date will be determined based upon the amount and/or the complexity of the contract).

IV. ACCREDITATION

Grambling State University is accredited by the Southern Association of Colleges and Schools Commission on Colleges (SACSCOC) to award associate, baccalaureate, master's, and doctorate degrees. GSU also may offer credentials such as certificates and diplomas at approved degree levels. Questions about the accreditation of GSU may be directed in writing to the Southern Association of Colleges and Schools Commission on Colleges at 1866 Southern Lane, Decatur, GA 30033-4097, by calling (404) 679-4500, or by using information available on SACSCOC's website (www.sacscoc.org).

V. REVISION/REVISED HISTORY

November 17, 2022 – Revised

July 7, 2026 - Revised

APPENDIX A

TEMPLATE CLAUSES

Authorized Signatory: The undersigned signatory on behalf of Grambling State University executes this Agreement solely in their capacity as an authorized signatory of the university pursuant to applicable university policies and Louisiana law. The undersigned does not serve as the primary point of contact for administration, interpretation, performance, or payment under this Agreement.

Designated University Liaison: All inquiries, notices, requests for information, or communications regarding the administration, interpretation, performance, day-to-day management, or payment and invoicing under this Agreement as may be applicable shall be directed to the university department and liaison identified below:

Department: [Insert Department Name]

Department POC/Liaison Name / Title: [Insert Name / Title]

Email / Phone: [Insert Contact Information]

Communication with the authorized signatory regarding matters other than formal notices, execution, amendment, or official approvals of this Agreement is not permitted. The University shall not be responsible for delays or miscommunications resulting from directing inquiries or payment requests outside the designated liaison.

Acknowledgment: By executing this Agreement, all parties acknowledge that the authorized signatory is solely empowered to execute the Agreement, and that all operational, administrative, and payment matters must be routed to the designated university department liaison.