

Instructions for completing the
Standard Services Provider Agreement

The Standard Services Provider Agreement (SSPA) should be used to procure contracted services from companies, LLC, and corporations who have employees or staff. **This form should be completed by the individual at FSU who has initiated the services and selected the vendor.**

To complete this form you will left click on the "Click Here" sections of the form. Once the area is highlighted in blue, you can begin typing the required information.

The first section to be filled in says "[Click here to enter University's address](#)". In this section enter the address of the building you are located in.

Left click on the next required section to be completed "[Click here to enter name of Contractor](#)"
The name you enter should be the same as the name on the W-9 submitted.

Left click on the next required section to be completed "[Click here to enter address of Contractor.](#)"
The address should be the same as the address on the W-9 submitted.

Section 1. Under General Purposes:

- Left click on "[Click here to enter Services to be performed](#)" and type in a basic description of the service the contractor will be providing. Such as ... for consulting ... for graphic design ... for research. *Note: the word ("Services") directly follows the fill in area.*
- Left click on "[Click here to enter name of Liaison.](#)" Enter in the title and name of the individual who will be communicating with the vendor from your area. Such as Director of Purchasing, Michael Pethick.

Section 2. General Duties of Contractor.

- No actions required - Duties will be spelled out in the schedules.

Section 3. Term

- Left click on "[Click here to enter Date\(s\) and Time\(s\) of Service](#)" and type in the date services will begin and time if applicable. Such as July 1, 2012 at 8:30 am. *(Note: if time is not applicable just enter the date)*
- Left click on "[Click here to enter Date\(s\) and Time\(s\) of Service](#)" and type in the date and time the service will end. Such as June 30, 2012 at 8:30 am. *(Note: if time is not applicable just enter the date)*

Two examples:

3. Term. The term of this Agreement shall be from July 1, 2012 to June 30, 2013.

3. Term. The term of this Agreement shall be from July 1, 2012 starting at 8:00 am to July 1, 2012 ending at 9:30 pm.

Section 4. Timetable

- No actions required - Will be spelled out in the schedules.

Section 5. Contractor's Capacity and Responsibilities.

- No actions required - This section shows understanding of status by contractor.

Section 6. Confidentiality of Information

- No actions required - This section protects confidential information.

Section 7. Property Rights and Reports

- Left click on "[Click here to enter Number of Copies](#)" type in the number of copies your department would require of any reports you want the contractor to provide. Common numbers requested 1, 3 and 5.
- Left click on "[Click here to enter Number of Days](#)" enter the number of days the contractor has to supply the report once requested. Common days used 10, 30 and 60.
NOTE: This may not be applicable however you should still enter at least 1 report at 30 days, in case a dispute arises and copies of their work schedule or other items are required.

Section 8. Suspension or Termination of Contract

- Left Click on "Choose the Number of Days" and select one of the options.
(Note: The number of days will be determined by the type of service being performed as well as the timetable. If you require assistance in determining the number of days please contact purchasing.)

Section 9. Insurance

- b) Commercial general liability right click on “Choose Limits” and select the correct amount of coverage as indicated on the “Insurance Level Requirements” form found on the Purchasing Web Page under the Employee Information tab.
- c) Professional liability right click on “Choose Limits” and select the correct amount of coverage as indicated on the “Insurance Level Requirements” form found on the Purchasing Web Page under the Employee Information tab.
- g) Additional Insurance Requirements right click on “Click here to enter text.” and the type in the type and amount of insurance required on the “Insurance Level Requirements” form for the category your contract falls under.

Two examples:

Ferris State University must be listed as additional insured

Excess Liability (umbrella) 1,000,000 per occurrence and Cyber Risk Liability \$2,000,000 per occurrence
\$6,000,000 aggregate.

Please Note: If you require that any portion of the insurance requirements be waived or lowered, Risk Management MUST BE consulted and initial changes agreed upon prior to having signatures from the vendor or department head.

Section 10. Indemnification and Hold Harmless

- No actions required - This section is for the protection of the University its governing board, officers, employees, agents, and students

Section 11. Notice

- All notices and addendums to the contract must be sent to the Purchasing Department; for any such notice received a copy will be immediately forwarded to the (“University’s Liaison”) listed on the contract under the General Purpose section.
- Left Click on the “Click here to enter text.” and enter the contractors full address.

Section 12. Entire Agreement; Modification

- No actions required – This section makes the contract the prevailing document, over quotes and verbal agreements.

Section 13. Severability

- No actions required – This section makes any terms and conditions of the contract enforceable if any other terms and conditions of the contract or addendums are not.

Section 14. Governing Law and Compliance.

- No actions required – This section makes any terms and conditions of the contract enforceable if any other terms and conditions of the contract or addendums are not.

Section 15 – Non-Waiver

- No actions required - This section allows for correction of issues after completion of project.

Section 16 – Assignment

- No actions required – This assures that the contractor will perform the services and not assign it to another contractor without prior approval from FSU.

Section 17 – Authority

- No actions required - This protects FSU from having the vendor say that the person signing the contract did not have the authority to do so

IN WITNESS WHEREOF

- left click on “Click here to enter Day “ enter the day the contract will start
- left click on “Click here to enter Month” enter the month the contract will start
- left click on “20Click here to enter Year” enter the year the contract will start

Authorized Contracting Officer for University

- Fill in the appropriate person from the Delegated Authority List

Select the method of payment

- P-Card whenever the vendor takes a VISA, the amount to be paid is within your cards limit and purchasing has confirmed that insurance is on file
- PO when the amount is over \$400.00 and vendor is not set up to take VISA payments
- From Invoice or Contract is used when amount is under \$400.00. Note: Please circle Invoice if vendor will be submitting an invoice or circle contract if vendor will not be submitting an invoice

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- This will be handwritten in when FOAP Manager signs it

Complete the Service Provider Agreement Schedule

Detail & explanation of the agreement between “University” and “Contractor”:

- Left click on “Click here to enter name of Contractor.” type in the name of the contractor.

Schedule A: Work Scope

- Left click on the “Click here to enter detailed Project Description” and type in detailed description of the service you are contracting for.

Schedule B: Time Table

- Left click on “Click here to enter Project Start Date and Time” enter the details of time as shown for section 3 above.
- Left click on “Click here to enter Project Completion Date and Time” enter the details of time as shown for section 3 above.
- Left click on “Click here to enter Timetable Description” use this area when addition information is required.

Schedule C: Compensation

- Left click on “Click here to enter Payment Amount & Schedule” enter the payment details and the do not exceed amount.
- Left click on “Click here to enter Other Compensation” This area should be used for any additional payment amounts such as “plus reimbursable expresses not to exceed \$500.00”.

Schedule D: Contractor’s Personnel

- Left click on “Click here to enter List of Personnel” enter the name of the contractors employees who will be working with FSU completing this service. Note: This can be “as assigned by the contactor and approved by FSU.

Once you have completed the agreement, print it. Have your FOAP Manager, requestor and Department Head sign and date it, then send it to the vendor to obtain their signature (you should also request a W9 and certificate of insurance from the vendor at this time, if needed). Once the vendor returns the signed contract, forward it to the Purchasing Department, along with the vendor's W9 and insurance, where they will be logged and reviewed. The Purchasing Department will send for FSU's Authorized Signature and once signed, will return a copy of the fully executed contract to the department. Documents (especially confidential documents such as W9s) should be submitted to the Purchasing Department using the secure “Add Vendor” Portal: <https://www.ferris.edu/vendor/employee/addvendor.cfm>