

Portland State University

Personal/Professional Services Contract  
(For Services Costing Over \$5,000)

Banner Document #: \_\_\_\_\_  
PSC No. \_\_\_\_\_

Vendor ID #: \_\_\_\_\_

This Contract is between **PORTLAND STATE UNIVERSITY** (University), \_\_\_\_\_ (Department)  
and \_\_\_\_\_ (Contractor).

**Contract Term:** This Contract is effective as of \_\_\_\_\_ or the date of last signature, whichever is later. This Contract and any amendments to this Contract will not be effective **until this Contract is executed by a Contract Officer** of the University and by the appropriate persons as listed below.

**Contractor's Fee/Honorarium (Check one):**

Contractor will receive a fixed fee in the amount of \$ \_\_\_\_\_. The payment schedule is as follows:

Contractor shall be paid a variable fee not to exceed \$ \_\_\_\_\_, which shall be determined as follows:

**Expenses (You Must Check One):**

- Contractor's fee includes all expenses.
- University will reimburse Contractor's travel expenses in an additional amount not to exceed \$ \_\_\_\_\_.
- University will directly pay third parties for travel expenses incurred by Contractor in performing services under this Contract in an additional amount not to exceed \$ \_\_\_\_\_.

All expenses, whether reimbursed to Contractor or paid to a third party by the University, are subject to the University's published reimbursement rates, which may be found at:

<https://portlandstate.atlassian.net/wiki/spaces/~655483049/pages/979043391/Travel>

**Total Payments:** The total payments made to Contractor, including all fees or honorariums and all expenses, whether reimbursed to Contractor or paid to third parties on behalf of Contractor, shall not exceed \$ \_\_\_\_\_.

**Total Dollar Amount for Fiscal Year:** The total dollar amount of all contracts Department has entered into with this Contractor during the current fiscal year is \$ \_\_\_\_\_.

The following checked attachments are incorporated by this reference and made a part of this Contract (check all that apply):

- Attachment A: University's Personal Services Contract Terms and Conditions can be found at:  
[https://pdx.edu/purchasing-contracting/sites/g/files/znlchr1881/files/2020-07/PSC\\_AttachmentA.pdf](https://pdx.edu/purchasing-contracting/sites/g/files/znlchr1881/files/2020-07/PSC_AttachmentA.pdf)
- Attachment B: If necessary, attach description of personal or professional services.
- Attachment C- Corporation/Independent Contractor Certification. **Must be attached to all PSCs, except NRA PSCs.**
- Attachment D - Selection/Justification Statement: (only required for PSC's over \$25,000)
- Other

**INSURANCE:** a minimum of \$1,000,000 per occurrence, \$3,000,000 annual aggregate is required if one or more boxes are checked.

Type required:  CGL  AUTO  Professional Liability

Signatures on Next Page



**SCOPE OF WORK; PERSONAL AND/OR PROFESSIONAL SERVICES TO BE PERFORMED:**

The Contractor shall perform the following services between \_\_\_\_\_ (Start Date) and \_\_\_\_\_ (End Date):

**Grant Approval (If required):**

I certify that sponsored project funding is available and the proposed costs are accurate, allowable charges for the sponsored project indexes listed. It is within my budgetary authority to approve these charges.

By: \_\_\_\_\_  
 Print Name: \_\_\_\_\_  
 Date: \_\_\_\_\_

**Personal Service Contract Accounting Information**

Index/Fund Code	Account Code	Activity Code	Amount

Form prepared by:	Email:
Phone Number:	Mail Code:
For assistance completing this form, please contact Contracting and Procurement Services at 503-725-3441 or at contract@pdx.edu.	<b>CONTRACTING AND PROCUREMENT SERVICES USE ONLY:</b> NOF NPL TRM RETURNED EMPLOYEE

**Attachment C  
Portland State University  
Personal/Professional Services Contract  
Corporation/Independent Contractor Certificate  
This form is not required for PSCs with Non Resident Aliens.**

**Contractor is a Corporation**

CORPORATION CERTIFICATION: Person named below is authorized to act on behalf of entity designated below, and hereby certifies under penalty of perjury that entity is a corporation.

**Name:** \_\_\_\_\_ **Entity:** \_\_\_\_\_

OR

**Contractor is Independent Contractor**

Contractor certifies as follows:

1. I have filed federal and state income tax returns in the name of my business or a business Schedule C as part of the personal income tax return, for the previous year, for labor or services performed as an independent contractor in the previous year.
2. I represent to the public that the labor or services are to be provided by my independently established business as four (4) or more of the following circumstances exist. **Please check four or more of the following:**

The labor or services are primarily carried out at a location that is separate from my residence or is primarily carried out in a specific portion of my residence, which is set aside as the location of the business.

Commercial advertising or business cards are purchased for the business or I have a trade association membership.

Telephone listing is used for the business that is separate from the personal residence listing.

Labor or services are performed only pursuant to written contracts.

Labor or services are performed for two or more different persons within a period of one year.

I assume financial responsibility for defective workmanship or for service not provided as evidenced by the ownership of performance bonds, warranties, errors and omission insurance or liability insurance relating to the labor or services to be provided.

**Contractor Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Business Name:** \_\_\_\_\_

**Agency Approval:** \_\_\_\_\_

**ORS 670.600 Independent contractor standards.** As used in various provisions of ORS chapters 316, 656, 657 and 701, an individual or business entity that performs labor or services for remuneration shall be considered to perform the labor or services as an "independent contractor" if the standards of this section are met. State agency certifies the contracted work meets the following standards:

1. The Contractor is free from direction and control over the means and manner of providing the labor or services, subject only to the specifications of the desired results.
2. The Contractor is responsible for obtaining all assumed business registrations or professional occupation licenses required by state law or local ordinances.
3. The Contractor furnishes the tools or equipment necessary for the contracted labor or services.
4. The Contractor has the authority to hire and fire employees to perform the labor or services.
5. Payment to the Contractor is made upon completion of the performance or is made on the basis of a periodic retainer.

**Department Head Approval** \_\_\_\_\_ **Date** \_\_\_\_\_

**Print Name:** \_\_\_\_\_