**STATE OF LOUISIANA**

**PARISH OF EAST BATON ROUGE**

**CONTRACT**

Be it known the Board of Regents of the State of Louisiana, hereinafter sometimes referred to as “State” or “Regents, and (Contractor Name and legal address including zip code), hereinafter sometimes referred to as “Contractor,” do hereby enter into this contract under the following terms and conditions:

**Scope of Services**

Contractor hereby agrees to furnish the following services:

Goals: *Goals are a broad statement of what Regents seeks to accomplish*

Objectives: *Objectives are the specific steps/methods taken to accomplishing the contract’s goal*

Performance Measures: *How will contractor’s performance / accomplishments be measured?*

*Example:* *Contractor’s performance will be measured by the Contract Monitor based upon a determination of whether the above stated objectives have been met, and all services have been completed in accordance with the terms of the contract.*

Monitoring Plan: *Contract monitoring is very important and the Contract Monitor must be familiar with all terms of the contract and is responsible for all aspects of the monitoring plan. Should answer: How and with what frequency will performance be monitored? How will performance progress be reported (format and frequency)? How will performance data be validated (or audited) to ensure accuracy?*

*\*\*Example: This contract will be monitored by \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ or designee. The Contract Monitor will work closely with the Contractor to review activities conducted and deliverables submitted by the Contractor throughout the term of the contract. The Contract Monitor will address any deficiencies, as well as a plan to correct said deficiencies, with the Contractor. During the term of the contract the Contractor shall immediately inform Contract Monitor of any problems, delays or adverse conditions which will materially affect the ability to attain contract objectives or prevent the meeting of time schedules and goals. Contractor’s notification shall be accompanied by a statement describing the corrective action taken or recommended by the Contractor, and any assistance which may be needed to resolve the situation. The Contract Monitor will report the Contractor’s overall performance on a contract evaluation form at the end of the contract term.*

**Reporting (If Applicable):** *Reporting requirements, if applicable, should be specific and include a timeframe/deadline for submission.*

**Deliverables:** *Deliverables should be specific and include a timeframe/deadline for submission.*

**Payment Terms**

In consideration of the services described above, the State hereby agrees to pay the Contractor a maximum amount of (agreed upon payment in dollars ($\_\_\_\_\_\_)). Payment will be made only upon approval of (Name of authorized person), or designee. Insert PPM 49 Language as appropriate.

If progress and/or completion to the reasonable satisfaction of the State is obtained, payments are scheduled as follows:

*(Include payment terms here - be specific. Should be tied to completed services such as deliverables, hours worked or units provided.)*

**Re-budgeting**

Expenditures of funds provided pursuant to this agreement must conform to the budget schedule entitled \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ as reflected in Attachment/Appendix \_\_ to this agreement. Any request to re-budget project funds must be requested in writing and will be at the discretion of the \_(Title)\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, or designee. **Re-budgeting requests must be submitted in a timely manner and those requests received during the last 30 days of the contract term will not be considered.** Failure to follow the procedure as outlined may result in disapproval of the request.

**Taxes**

Contractor hereby agrees that the responsibility for payment of taxes from the funds thus received under this contract and/or legislative appropriation shall be Contractor’s obligation and identified under Federal tax identification number .

In accordance with R.S. 39:1624(A)(10), the Louisiana Department of Revenue (LDR) must determine that the prospective contractor is current in the filing of all applicable tax returns and reports and in payment of all taxes, interest, penalties, and fees owed to the state and collected by the Department of Revenue prior to the approval of this contract by the Office of State Procurement. The prospective contractor hereby attests to its current and/or prospective compliance and agrees to provide its seven-digit LDR Account Number to the contracting agency so that the prospective contractor’s tax payment compliance status may be verified. The prospective contractor further acknowledges understanding that issuance of a tax clearance certificate by the Louisiana Department of Revenue is a necessary precondition to the approval and effectiveness of this contract by the Office of State Procurement. The contracting agency reserves the right to withdraw its consent to this contract without penalty and proceed with alternate arrangements should the vendor fail to resolve any identified apparent outstanding tax compliance discrepancies with the Louisiana Department of Revenue within seven (7) days of such notification.

**Allowable Costs**

Allowable costs under this contract will be determined in accordance with the provisions of LSA-R.S. 39:1662, incorporated herein by reference, and in accordance with other applicable state and federal laws.

**Public Liability**

Contractor shall indemnify and hold the Regents harmless against any and all claims, demands, suits, and judgments of the sums of money to any party for loss of life or injury or damage to person or property growing out of, resulting from, or by reason of, any negligent act or omission, operation or work of Contractor or its employees while engaged upon or in connection with the services required or performed by Contractor hereunder.

**Claims for Liens**

Contractor shall be solely liable for and shall hold the Regents harmless for any and all claims or liens for labor, services, or materials furnished to Contractor in connection with the performance of its obligations under this agreement.

**Termination for Cause**

Should the State determine that the Contractor has failed to comply with the Contract’s terms, the State may terminate the Contract for cause by giving the Contractor written notice specifying the Contractor’s failure. If the State determines that the failure is not correctable, then the Contract shall terminate on the date specified in such notice. If the State determines that the failure may be corrected, the State shall give a deadline for the Contractor to make the correction. If the State determines that the failure is not corrected by the deadline, then the State may give additional time for the Contractor to make the corrections or the State may notify the Contractor of the Contract termination date. If the Contractor seeks to terminate the Contract, the Contractor shall file a complaint with the Chief Procurement Officer under La. R.S. 39:1672.2-1672.4.

**Termination for Convenience**

State may terminate the Contract at any time without penalty by giving thirty (30) days written notice to the Contractor of such termination or negotiating with the Contractor a termination date. Contractor shall be entitled to payment for deliverables in progress, to the extent the State determines that the work is acceptable.

**Remedies for Default**

Any claim or controversy arising out of this agreement shall be resolved by the provisions of LSA - R.S. 39:1672.2 - 1672.4.

**Other Remedies**

If the Contractor fails to perform in accordance with the terms and conditions of this Contract, or if any lien or claim for damages, penalties, costs and the like is asserted by or against the State, then, upon notice to the Contractor, the State may pursue all remedies available to it at law or equity, including retaining monies from amounts due the Contractor and proceeding against any surety of the Contractor.

**Governing Law**

This Contract shall be governed by and interpreted in accordance with the laws of the State of Louisiana, including but not limited to La. R.S. 39:1551-1736; rules and regulations; executive orders; standard terms and conditions, special terms and conditions, and specifications listed in the RFP(if applicable); and this Contract. Venue of any action brought, after exhaustion of administrative remedies, with regard to this Contract shall be in the Nineteenth Judicial District Court, Parish of East Baton Rouge, State of Louisiana.

**Record Ownership**

All records, reports, documents and other material delivered or transmitted to Contractor by State shall remain the property of State, and shall be returned by Contractor to State, at Contractor's expense, at termination or expiration of the Contract. All material related to the Contract and/or obtained or prepared by Contractor in connection with the performance of the services contracted for herein shall become the property of State, and shall be returned by Contractor to State, at Contractor's expense, at termination or expiration of the Contract.

**Commissioner’s Statements**

Statements, acts and omissions made by or on behalf of the Commissioner of Administration regarding the RFP or RFP process, this Contract, any Contractor and/or any subcontractor of the Contractor shall not be deemed a conflict of interest when the Commissioner is discharging his/her duties and responsibilities under law, including, but not limited, to the Commissioner of Administration’s authority in procurement matters.

**Contractor’s Cooperation**

The Contractor has the duty to fully cooperate with the State and provide any and all requested information, documentation, etc. to the state when requested. This applies even if this Contract is terminated and/or a lawsuit is filed. Specifically, the Contractor shall not limit or impede the State’s right to audit or shall not withhold State owned documents.

**Assignability**

Contractor shall not assign any interest in this contract and shall not transfer any interest in same (whether by assignment or novation), without prior written consent of the State, provided however, that claims for money due or to become due to the Contractor from the State may be assigned to a bank, trust company or other financial institution without such prior written consent. Notice of any such assignment or transfer shall be furnished promptly to the State.

**Right to Audit and Record Retention**

Any authorized agency of the State (e.g. Office of the Legislative Auditor, Inspector General's Office, etc.) and of the Federal Government has the right to inspect and review all books and records pertaining to services rendered under this contract for a period of five years from the date of final payment under the prime contract and any subcontract. The Contractor and subcontractor shall maintain such books and records for this five-year period and cooperate fully with the authorized auditing agency. Contractor and subcontractor shall comply with federal and state laws authorizing an audit of their operations as a whole, or of specific program activities.

**Amendments**

Any modification to the provisions of this Contract shall be in writing, signed by all parties, and approved by the required authorities.

**Fiscal Funding**

The continuation of this contract is contingent upon the appropriation of funds to fulfill the requirements of the contract by the legislature. If the legislature fails to appropriate sufficient monies to provide for the continuation of the contract, or if such appropriation is reduced by the veto of the Governor or by any means provided in the appropriations act to prevent the total appropriation for the year from exceeding revenues for that year, or for any other lawful purpose, and the effect of such reduction is to provide insufficient monies for the continuation of the contract, the contract shall terminate on the date of the beginning of the first fiscal year for which funds are not appropriated.

**Expenditures of Funds**

The funds designated for fulfillment of services to be performed under the terms of this agreement shall be expended or encumbered by the end of the agreement term. Expenditures of funds provided pursuant to this agreement must conform to the budget schedule entitled \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, and attached as Appendix \_\_ to this agreement. All valid encumbrances in effect at the end of this agreement must be liquidated within 30 days after the end of this agreement. **All unspent and/or unobligated funds shall be remitted to the Regents simultaneously with the Final Expenditure Report.**

**Term of Contract**

This contract shall begin on and shall terminate on .

**Discrimination Clause**

The contractor agrees to abide by the requirements of the following as applicable: Title VI of the Civil Rights Act of 1964 and Title VII of the Civil Rights Act of 1964, as amended by the Equal Employment Opportunity Act of 1972, Federal Executive Order 11246 as amended, the Rehabilitation Act of 1973, as amended, the Vietnam Era Veteran's Readjustment Assistance Act of 1974, Title IX of the Education Amendments of 1972, the Age Discrimination Act of 1975, the Fair Housing Act of 1968 as amended, and contractor agrees to abide by the requirements of the Americans with Disabilities Act of 1990.

Contractor agrees not to discriminate in its employment practices and will render services under this contract without regard to race, color, religion, sex, sexual orientation, national origin, veteran status, political affiliation, disability, or age in any matter relating to employment. Any act of discrimination committed by Contractor, or failure to comply with these statutory obligations when applicable shall be grounds for termination of this contract.

**Prohibition of Discriminatory Boycotts of Israel**

In accordance with R.S. 39:1602.1, for any contract for $100,000 or more and for any contractor with five or more employees, Contractor, or any Subcontractor, shall certify it is not engaging in a boycott of Israel, and shall, for the duration of this contract, refrain from a boycott of Israel. The State reserves the right to terminate this contract if the Contractor, or any Subcontractor, engages in a boycott of Israel during the term of the contract.

**Continuing Obligation**

Contractor has a continuing obligation to disclose any suspensions or debarment by any government entity, including but not limited to General Services Administration (GSA). Failure to disclose may constitute grounds for suspension and/or termination of the Contract and debarment from future Contracts.

**Eligibility Status**

Contractor, and each tier of Subcontractors, shall certify that it is not on the List of Parties Excluded from Federal Procurement or Non-procurement Programs promulgated in accordance with E.O.s 12549 and 12689, "Debarment and Suspension," as set forth at 24 CFR part 24.

**Confidentiality**

Contractor shall protect from unauthorized use and disclosure all information relating to the State's operations and data (e.g. financial, statistical, personal, technical, etc.) that becomes available to the Contractor in carrying out this Contract. Contractor shall use protecting measures that are the same or more effective than those used by the State. Contractor is not required to protect information or data that is publicly available outside the scope of this Contract; already rightfully in the Contractor's possession; independently developed by the Contractor outside the scope of this Contract; or rightfully obtained from third parties. Under no circumstance shall the Contractor discuss and/or release information to the media concerning this project without prior express written approval of the State.

**Cybersecurity Training**

In accordance with La. R.S. 42:1267(B)(3) and the State of Louisiana’s Information Security Policy, if the Contractor, any of its employees, agents, or subcontractors will have access to State government information technology assets, the Contractor’s employees, agents, or subcontractors with such access must complete cybersecurity training annually, and the Contractor must present evidence of such compliance annually and upon request. The Contractor may use the cybersecurity training course offered by the Louisiana Department of State Civil Service without additional cost or may use any alternate course approved in writing by the Office of Technology Services.

For purposes of this Section, “access to State government information technology assets” means the possession of credentials, equipment, or authorization to access the internal workings of State information technology systems or networks. Examples would include but not be limited to State-issued laptops, VPN credentials to credentials to access the State network, badging to access the State’s telecommunications closets or systems, or permissions to maintain or modify IT systems used by the State. Final determination of scope inclusions or exclusions relative to access to State government information technology assets will be made by Regents.

**Code of Ethics**

The Contractor acknowledges that Chapter 15 of Title 42 of the Louisiana Revised Statutes (R.S. 42:1101 et. seq., Code of Governmental Ethics) applies to the Contracting Party in the performance of services called for in this Contract. The Contractor agrees to immediately notify the state if potential violations of the Code of Governmental Ethics arise at any time during the term of this Contract.

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THUS DONE AND SIGNED ON THE DATES INDICATED BELOW:

**WITNESSES: Contractor (*Name of Entity/Person as applicable*)**

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_**

Authorized Person Date

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Title

**Board of Regents of the State of Louisiana**

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_**

**Commissioner of Higher Education, Date**

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ **or Designee**