**CONTRACT BETWEEN STATE OF LOUISIANA**

**NAME OF DEPARTMENT/AGENCY**

Louisiana Community and Technical College System

265 S. Foster Dr.

Baton Rouge, LA 70806

(225) 922-2800

**AND**

**CONTRACTOR NAME**

Click here to enter the Contractor name

**CONTRACT NUMBER *(ISIS/LAGOV)***

Click here to enter the contract number

**TYPE OF SERVICES TO BE PROVIDED**

PROFESSIONAL SERVICES [ ]  CONSULTING SERVICES [ ]  SOCIAL SERVICES [ ]

PERSONAL SERVICES [ ]  INTERAGENCY [ ]

**CONTRACTOR (Legal Name if Corporation)** **FEDERAL EMPLOYER TAX ID NUMBER**

Click here to enter the name of the Contractor Click here to enter the Contractor’s FEIN

 **STATE LDR ACCOUNT #**

 Click here to enter the State LDR Account Number

**STREET ADDRESS TELEPHONE NUMBER**

Click here to enter the Contractor’s street address Click here to enter the Contractor’s telephone number

**CITY, STATE ZIP CODE**

Click here to enter the Contractor’s city**,** Click here to enter the Contractor’s stateClick here to enter the Contractor’s zip code

**GOALS**

Click here to enter a brief description of the services the contractor will provide

**OBJECTIVES**

Click here to enter specific, measurable strategies or implementation steps to attain the identified goals listed above

**DELIVERABLES**

Click here to enter measurable, verifiable outcome(s) produced from attainment of the above objective(s)

**PERFORMANCE MEASURES**

Click here to enter quantifiable outcome(s) used to measure performance. This should be measurable and time bound. Ex. Schedules with due dates, response time, number of people who receive jobs after training, etc.

**MONITORING PLAN**

Click here to enter the title of the contract monitor will monitor the progress of the Contractor. This review will determine if the information provided by the Contractor is pertinent and meets the needs of LCTCS. The Contractor’s performance will be monitored and reported as outlined in the schedule below.

Click here to enter monitoring plan for this contract

The Performance Evaluation of this contract will remain on file at the LCTCS and, if applicable, with the Office of State Procurement.

**BEGIN DATE END DATE**

Click here to enter the begin date of the contract Click here to enter the end date of the contract

**MAXIMUM CONTRACT AMOUNT MULTI-YEAR CONTRACT BREAKDOWN**

Click here to enter the maximum contract amount Click here to enter the multi-year contract breakdown

**TERMS OF PAYMENT** – If progress and/or completion of services are provided to the satisfaction of LCTCS, payments are to be made as follows:

Click here to enter the terms of payment

Travel and all other expenses incurred are the responsibility of the Contractor.

**PAYMENT WILL BE MADE ONLY UPON APPROVAL OF:** *(Type Title of Personnel only)*

Click here to enter the title of the personnel who will approve payments

**Taxes**

Before the contract may be approved, La. R.S. 39:1624(A)(10) requires the Office of State Procurement to determine that the Contractor is current in the filing of all applicable tax returns and reports and in the payment of all taxes, interest, penalties, and fees owed to the state and collected by the Department of Revenue. The Contractor shall provide its seven-digit LDR Account Number to the State for this determination. The State’s obligations are conditioned on the Contractor resolving any identified outstanding tax compliance discrepancies with the Louisiana Department of Revenue within seven (7) days of such notification. If the Contractor fails to resolve the identified outstanding tax compliance discrepancies within seven days of notification, then the using agency may proceed with alternate arrangements without notice to the Contractor and without penalty.

**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 contract shall be resolved by the provisions of LSA - R.S. 39:1672.2 - 1672.4.

**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.

**E-Verify**

Contractor acknowledges and agrees to comply with the provisions of La. R.S. 38:2212.10 and federal law pertaining to E-Verify in the performance of services under this Contract.

**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.

**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 may assign its interest in the proceeds of this Contract to a bank, trust company, or other financial institution. Within ten calendar days of the assignment, the Contractor shall provide notice of the assignment to the State and the Office of State Procurement. The State will continue to pay the Contractor and will not be obligated to direct payments to the assignee until the State has processed the assignment.

Except as stated in the preceding paragraph, Contractor shall only transfer an interest in the Contract by assignment, novation, or otherwise, with prior written consent of the State. The State’s written consent of the transfer shall not diminish the State’s rights or the Contractor’s responsibilities and obligations.

**Right to Audit**

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.

**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.

**Non-Discrimination**

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

Contractor agrees not to discriminate in its employment practices, and shall 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.

**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 disclosed 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 Nonprocurement Programs promulgated in accordance with E.O.s 12549 and 12689, "Debarment and Suspension," as set forth at 24 CFR part 24.

**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, the Contractor certifies that neither it nor its subcontractors are engaged in a boycott of Israel, and that the Contractor and any subcontractors 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 this contract.

**Contract Approval**

This contract is not effective until executed by all parties and approved in writing by the Office of State Procurement, if applicable, in accordance with LSA-R.S.39:1595.1.

THUS DONE AND SIGNED AT Baton Rouge, Louisiana on the day, month and year first written above. IN WITNESS WHEREOF, the parties have executed this Agreement.

|  |  |  |
| --- | --- | --- |
| WITNESSES SIGNATURES:  |  | STATE AGENCY SIGNATURE: |
|  |  | By: |  |
|  |  | Title: |  |
|  |  | Phone: |  |
| WITNESSES SIGNATURES:  |  | CONTRACTOR SIGNATURE: |
|  |  | By: |  |
|  |  | Print Name: |  |
|  |  | Title: |  |
|  |  | Tax ID#: |  |
|  |  | Phone: |  |

Rev 7.2019

****





