

CONTRACT BETWEEN STATE OF LOUISIANA

NAME OF DEPARTMENT/AGENCY

_____ / University of Louisiana at Monroe

AND

CONTRACTOR NAME: _____

CONTRACT NUMBER (ISIS/LAGOV): _____

TYPE OF SERVICE TO BE PROVIDED:

PROFESSIONAL SERVICES CONSULTING SERVICES SOCIAL SERVICES PERSONAL SERVICES

CONTRACTOR (Legal Name if Corporation):

FEDERAL EMPLOYER TAX ID NUMBER:

STREET ADDRESS:

STATE LDR ACCOUNT #:

CITY:

STATE:

ZIP CODE:

PRIMARY CONTACT NAME:

PHONE:

EMAIL:

BRIEF DESCRIPTION OF SERVICES TO BE PROVIDED (ATTACH AND REFER TO EXHIBIT IF NECESSARY):

BEGIN DATE: _____ END DATE: _____ MAXIMUM CONTRACT AMOUNT: \$ _____

MULTI-YEAR CONTRACT BREAKDOWN:

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

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

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.

Termination for Non-Appropriation of Funds

The continuation of this Agreement is contingent upon the appropriation of funds by the legislature to fulfill the requirements of this Agreement. If the legislature fails to appropriate sufficient monies to provide for the continuation of the Agreement, or if such appropriation is reduced by the veto of the Governor or by any means provided in the appropriations act or Title 39 of the Louisiana Revised Statutes of 1950 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 Agreement, the Agreement shall terminate on the date of the beginning of the first fiscal year for which funds have not been appropriated.

Force Majeure

Neither party shall be responsible for any failure to perform or delay in performing any of its obligations under this Agreement to the extent that such failure or delay, results from causes beyond the control of the party. Such causes shall include but not be limited to, Acts of God, acts of the government in its sovereign or contractual capacity, fires, floods, earthquakes, epidemics, pandemic, quarantine restrictions, freight embargoes, riots, strikes, civil or military authority, acts of public enemy or war.

Indemnification / Hold Harmless

Contractor agrees to protect, defend, indemnify, save, and hold harmless, the State of Louisiana, all State Departments, Agencies, Boards and Commissions, its officers, agents, servants, employees, and volunteers, from and against any and all claims, damages, expenses, and liability arising out of injury or death to any person or the damage, loss or destruction of any property which may occur, or in any way grow out of, any act or omission of Contractor, its agents, servants, and employees, or any and all costs, expenses and/or attorney fees incurred by Contractor as a result of any claims, demands, suits or causes of action, except those claims, demands, suits, or causes of action arising out of the negligence of the State of Louisiana, all State Departments, Agencies, Boards, Commissions, its officers, agents, servants, employees and volunteers

Remedies for Default

Any claim or controversy arising out of this contract shall be resolved by the provisions of LA R.S. 39:1671-1673.

Governing Law

This Contract shall be governed by and interpreted in accordance with the laws of the State of Louisiana 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.

Contract Modifications

No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties and approved as required by law. No oral understanding or agreement not incorporated in this Agreement is binding on any of the parties.

Non-Assignability

Neither party shall assign any interest in this Agreement by assignment, transfer, or novation, without prior written consent of the other party. Notwithstanding the foregoing, Contractor may assign this Agreement as part of a corporate reorganization, consolidation, merger, or sale of substantially all of its assets. This provision shall not be construed to prohibit Contractor from assigning its bank, trust company, or other financial institution any money due or to become due from approved Agreements without such prior written consent. Notice of any such assignment or transfer shall be furnished promptly to the State.

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.

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 Federal 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.

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.

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.

Contract Approval

This contract is not effective until executed by all parties and approved in writing by the Office of State Procurement, in accordance with LA 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:

UNIVERSITY OF LOUISIANA AT MONROE SIGNATURE:

Signature: _____
Title: _____
Printed Name: _____

WITNESSES SIGNATURES:

CONTRACTOR SIGNATURE:

Signature: _____
Title: _____
Printed Name: _____

EXHIBIT