

CONTRACT BETWEEN STATE OF LOUISIANA

Northwestern State University

AND

CONTRACTOR NAME

TYPE OF SERVICES TO BE PROVIDED

PROFESSIONAL SERVICES

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CONSULTING SERVICES

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PERSONAL SERVICES

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COOPERATIVE ENDEAVO

☐

AGENCY

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GOVERNMENTAL

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SOCIAL SERVICES

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CONTRACTOR (Legal Name if Corporation)

TIN or BANNER ID NUMBER

STREET ADDRESS

CITY, STATE, ZIP CODE

BRIEF DESCRIPTION OF SERVICES TO BE PROVIDED

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:

Taxes

Before the contract may be approved, La. R.S. 39:1624(A)(10) requires Northwestern 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 Northwestern for this determination. Northwestern'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 Northwestern may proceed with alternate arrangements without notice to the Contractor and without penalty.

Contractor LDR#

(For Contracts Greater than \$49,999)

Termination for Cause

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

Termination for Convenience

Northwestern 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.

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 Northwestern, then, upon notice to the Contractor, Northwestern 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.

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 Northwestern shall remain the property of Northwestern, and shall be returned by Contractor to Northwestern, 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 Northwestern, and shall be returned by Contractor to Northwestern, 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 Northwestern Purchasing Office. 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. Northwestern's written consent of the transfer shall not diminish Northwestern's rights or the Contractor's responsibilities and obligations.

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.

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 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 Northwestern'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.

Travel

If the contractor will be required to travel in the performance of the contract, and/or the State Agency will be reimbursing the Contractor separately for travel expenses, all travel and other allowable expenses shall be reimbursed in accordance with the Division of Administration State General Travel Regulations, within the limits established for State Employees as defined in Division of Administration Policy and Procedure Memorandum No. 49. All out of state travel will be subject to prior approval by the Secretary of the agency or his/her designee."

Amendments

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

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.

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 the Office of Technology Services.

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.

Contract Approval

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

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

Contractor (Signature) Date

Project Director Date

Mailing Address Date

Approving Agent Date

City, State, Zip Date

Applicable Vice President Date

Witness Signature Date

President, If Applicable Date

Witness Signature Date

Purchasing Office review and Approval Date

This Section Completed By Human Resources

Per LA R.S. 11:416 and 11:433 – Please complete the following section. Failure to complete this section could result in this contract being delayed or voided. Please indicate if Contractor is a member or retiree from a LA Retirement System: Yes or No (If yes, Check One): ☐ Teachers Retirement System of LA. (TRSL), ☐ LA. State Retirement System (LASERS), or

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Notes: _____

Human Resources Signature

Date _____