

State of Louisiana  
Parish of Tangipahoa

Contract No. \_\_\_\_\_  
For Office Use Only

**CONTRACT**  
**For Personal, Professional, Consulting or Social Services**  
**Over \$2,000**  
**Between Southeastern Louisiana University And**

1. Contractor Legal Name:					
2. Contractor Street Address:					
Contractor City:		State:		Zip:	

3. Contractor hereby agrees that the responsibility for payment of taxes from the funds thus received under this Contract shall be contractor's obligation and identified under Federal Employer ID or Social Security Number:	<b>REQUIRED</b>  <b>FED ID or SSN</b>
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4. Contractor hereby agrees to furnish the following services ( if the scope of services are more lengthy than space provided here or contractor requires an additional form of agreement, it may be attached separately and incorporated by reference, i.e., Attachment 1 shall be a part hereof ):
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5. Maximum Contract Amount for Services Described in Item 4:	
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6. If progress and/or completion to the reasonable satisfaction of the State is obtained, payments are scheduled as follows (mark and complete one payable only):
<input type="checkbox"/> Payable in ( 1 ) one installment of _____ upon completion
<input type="checkbox"/> Payable in _____ monthly installments of _____ per month
<input type="checkbox"/> Payable in (multiple) installments of _____
<input type="checkbox"/> Payable as follows: _____

7. Travel and Other Reimbursable Expenses (mark one only):
<input type="checkbox"/> A. Not applicable to contract. Maximum contract amount is for services only.
<input type="checkbox"/> B. Maximum contract amount <u>includes</u> travel, lodging, meals and other expenses. <b>Note: Travel expenses detailed to be reimbursed are subject to PPM 49 State Travel regulations; Any other expenses detailed to be reimbursed shall be invoiced and itemized with receipts.</b> <b>State expenses to be reimbursed:</b> _____

8. Payment will be made only on the approval of (name and title):

9. Contract Start Date:		End Date:	
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10. Other conditions for termination in addition to termination for cause and termination for convenience may be stated here, if any.

**11. Contract**

SOUTHEASTERN LOUISIANA UNIVERSITY (hereinafter sometimes referred to as "State") and CONTRACTOR AS IDENTIFIED UNDER SECTION 1 (hereinafter sometimes referred to as "Contractor") do hereby enter into contract under the terms and conditions stated herein.

**12. 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 tax identification number in Section 3. In accordance with R.S. 39:1624(A)(10), the Louisiana Department of Revenue 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.

**13. Termination For Cause**

The State may terminate this Contract for cause based upon the failure of the Contractor to comply with the terms and/or conditions of the Contract; provided that the State shall give the Contractor written notice specifying the Contractor's failure. If within thirty (30) days after receipt of such notice, the Contractor shall not have either corrected such failure or, in the case which cannot be corrected in thirty (30) days, begun in good faith to correct said failure and thereafter proceeded diligently to complete such correction, then the State may, at its option,

place the Contractor in default and the Contract shall terminate on the date specified in such notice. The Contractor may exercise any rights available to it under Louisiana law to terminate for cause upon the failure of the State to comply with the terms and conditions of this contract; provided that the Contractor shall give the State written notice specifying the State's failure and a reasonable opportunity for the state to cure the defect.

#### **14. Termination For Convenience**

The State may terminate the Contract at any time by giving thirty (30) days written notice to the Contractor. The Contractor shall be entitled to payment for deliverables in progress, to extent work has been performed satisfactorily.

#### **15. 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 - 39:1672.4

#### **16. 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 this contract. All records, reports, documents, or other material related to this 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, upon request, be returned by Contractor to State, at Contractor's expense, at termination or expiration of this contract.

#### **17. Assignment**

The 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.

#### **18. Auditors**

**It is hereby agreed that the Legislative Auditor of the State of Louisiana and/or the Office of the Governor, Division of Administration auditors shall have the option of auditing all accounts of Contractor which relate to this contract.**

**19. Term of Contract**

**This contract shall commence and terminate on the dates as stated in Section 9.**

**20. 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 beginning of the first fiscal year for which funds are not appropriated.**

**21. 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, disabilities or age.**

**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.**

**22. Prohibition of Discriminatory Boycotts of Israel**

In accordance with Executive Order Number JBE 2018-15, effective May 22, 2018, 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.

THUS DONE AND SIGNED AT Hammond, Louisiana, on the day, month and year signed and dated by the State.

CONTRACTOR SIGNATURE	STATE AGENCY SIGNATURE
Contractor Name	State Agency Name <b>Southeastern Louisiana University</b>
Signature	Signature ( * )
Title	( * ) Signature of University President or Vice President required on contract to bind State
Date	Title
Telephone No.	Date

**NOTE:** For contracts in excess of \$20,000, this contract is not effective until approved by the Director of the Office of State Procurement in accordance with LA R.S. 39:1595.1. It is the responsibility of the contractor to advise the agency in advance if contract funds or contract terms may be insufficient to complete contract.

Rvsd. 12/19