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# BATON ROUGE COMMUNITY COLLEGE

**CONSULTING SERVICES CONTRACT**

**STATE OF LOUISIANA PARISH OF EAST BATON ROUGE**

**THIS CONTRACT** is entered into, by and between **Contractor’s legal name** (include proper suffix (e.g. Inc., LLC, LP)) (hereinafter referred to as “Company”), with its principal place of business at contractor’s legal address (contractor’s phone and email) and **Baton Rouge Community College** (hereinafter referred to as “Contractor”), a Louisiana public higher education institution, with its principal place of business at 201 Community College Drive, Baton Rouge, Louisiana 70806.

**NOW, THEREFORE,** in consideration of the mutual covenants and agreements herein contained, the parties do hereby agree as follows:

**I. Scope of Services**

**Contractor hereby agrees to furnish the following services:**

**Goals**

Describe what will be achieved with this contract (overall outcome that will be accomplished after services are finished).

**Objectives**

Briefly describe the specific things the College will be doing to achieve the goals listed above (e.g. Conducting a workshop for…, Conducting a training course for…).

**Deliverables**

Describe the product / work / services that the College must provide to Company. Include specific timeline schedules, as applicable, that must be met.

**Performance Measures**

Describe the criteria Company will use to judge the College’s performance. (See sample below – modify as needed.)

Contractor’s performance will be measured on criteria such as:

* Ability to Engage Participants
* Knowledge of Subject Matter
* Communication Skills
* Ability to Meet Specified Deadline
* Ability to prepare participants for successful completion of certification exam

**Monitoring Plan**

Describe how the College’s performance will be monitored and reported. Specify how often Company will monitor the College’s performance. Specify how the performance data will be verified to ensure it is accurate.

Names, Titles of people responsible for monitoring contract services for College and for Company, will oversee and monitor the services as they are provided by the Contractor to determine whether the services are meeting the needs of the Company. The Contractor’s performance will be monitored and reported as outlined below.

Sample Plan: A weekly report summarizing the services delivered will be prepared by Contractor and submitted to Name, Title of person responsible for monitoring contract services. The report will be analyzed for accuracy and for confirmation that services are being provided as intended. Surveys will be distributed to all participants and completed surveys will be evaluated to determine the overall satisfaction of the services provided by Contractor.

**II. Payment Terms**

In consideration of the services described above, the Company hereby agrees to pay the Contractor (BRCC) a **maximum fee of $X,XXX**. This fee includes the **base fee of $X,XXX** and direct expenses, which include travel, training materials and training supplies. The **direct expenses will not exceed $X,XXX**.

All travel expenses incurred as a result of no available pool car will be invoiced at rates in accordance with the State Travel Regulations PPM49. Travel and other reimbursable expenses shall constitute part of the total maximum fee.

Payments by Company are scheduled as follows:

**SINGLE PAYMENT** (upon completion of services and proper invoicing to Company)

**OTHER** (specify below)

If not a single payment, explain payment terms here. (If a single payment will be made, this statement is not needed and should be deleted.)

**Invoices** will be sent by Contractor (BRCC) to Company at:

Company’s Name

ATTN: Name of person to address attention to

Company’s street address

Company’s city, state, & ZIP

P**ayments** will be remitted by Company to Contractor (BRCC) at:

Baton Rouge Community College

ATTN: Name, Title of person responsible for contract

201 Community College Drive

Baton Rouge, LA 70806

Payment will be made within 30 days of proper invoicing to Company.

**III. Taxes**

Contractor (BRCC), a State government entity, is exempt from federal or state taxes**­­­­­**.

**IV. Termination for Cause**

The Company may terminate this contract for cause based upon the failure of the Contractor (BRCC) to comply with the terms and/or conditions of the Contract; provided that the Company shall give the Contractor (BRCC) written notice specifying the Contractor's (BRCC) failure. If within thirty (30) days after receipt of such notice, the Contractor (BRCC) shall not have either corrected such failure or, in the case of failure 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 Company may, at its option, place the Contractor (BRCC) in default and the Contract shall terminate on the date specified in such notice. The Contractor (BRCC) may exercise any rights available to it under Louisiana law to terminate for cause upon the failure of the Company to comply with the terms and conditions of this contract; provided that the Contractor (BRCC) shall give the Company written notice specifying the Company's failure and a reasonable opportunity for the Company to cure the defect.

**V. Termination for Convenience**

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

**VI. 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.

**VII. 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, and special terms and conditions; 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.

**VIII. Record Ownership**

All records, reports, documents and other material delivered or transmitted to Company by the Contractor (BRCC) shall remain the property of the Contractor (BRCC), and shall be returned by Company to the Contractor (BRCC), at Company'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 Company in connection with the performance of the services contracted for herein shall remain the property of the Company.

**IX. Company’s Cooperation**

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

**X. Nonassignability**

No contractor shall assign any interest in this contract by assignment, transfer, or novation, without prior written consent of the Company. This provision shall not be construed to prohibit the Contractor (BRCC) from assigning his bank, trust company, or other financial institution any money due or to become due from approved contracts without such prior written consent. Notice of any such assignment or transfer shall be furnished promptly to the Company.

**XI. 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 Company which relate to this contract.

**XII. Term of Contract**

This contract shall begin on click to select dateand shall terminate on click to select date.

**XIII. Fiscal Funding**

The Company is not a State government entity. Therefore, funds used to pay contractor to fulfill the requirements of contract are not contingent upon appropriation of funds by the legislature.

OR

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.

(\*delete the statement that is not applicable to the company of this contract. Delete this note also.\*)

**XIV. Discrimination**

The Contractor (BRCC) 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 (BRCC) agrees to abide by the requirements of the Americans with Disabilities Act of 1990.

Contractor (BRCC) 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, or disabilities.

Any act of discrimination committed by Contractor (BRCC), or failure to comply with these statutory obligations when applicable shall be grounds for termination of this contract.

**XV. Continuing Obligation**

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

**XVI. Signature Authority**

The person executing this contract on behalf of each party warrants and guarantees that he or she has authority to sign on behalf of their entity and to legally bind it through this contract.

**THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK** (\* DELETE if there’s not a lot of blank space below\*)

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| **IN WITNESS WHEREOF**, by signing this Contract, College and Contractor fully acknowledge their consent and understanding of and commitment to the terms and guidelines set forth above.   |  |  |  | | --- | --- | --- | | **WITNESSES (COLLEGE)** |  | **BATON ROUGE COMMUNITY COLLEGE** | |  |  | **Requested by:** | | Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |  | Name: | |  |  | Title: | |  |  | Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | |  |  | Date: \_\_\_\_\_\_\_\_\_\_\_\_\_ | | Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |  |  | |  |  | **Approved by (Department Head / Director):** | |  |  | Name: | |  |  | Title: | |  |  | Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | |  |  | Date: \_\_\_\_\_\_\_\_\_\_\_\_\_ | |  |  | **Approved by (Department Vice Chancellor):**  Name:  Title:  Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Date:\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | |  |  | **Approved by:** | |  |  | Name: Helen Harris | |  |  | Title: Vice Chancellor for Finance and Administration | |  |  | Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | |  |  | Date: \_\_\_\_\_\_\_\_\_\_\_\_\_ | |  |  |  | |  |  | **Approved by Chancellor or Designee:** | |  |  | Name: | |  |  | Title: | |  |  | Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | |  |  | Date: \_\_\_\_\_\_\_\_\_\_\_\_\_ | |  |  |  | | **WITNESSES (CONTRACTOR)** |  | **CONTRACTOR** | |  |  | Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | | Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |  | Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | | Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |  | Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | |  |  | Date: \_\_\_\_\_\_\_\_\_\_\_\_\_ | |  |  |