****

# BATON ROUGE COMMUNITY COLLEGE

**CONSULTING, PROFESSIONAL, PERSONAL, OR SOCIAL SERVICES CONTRACT**

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

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

**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).

What end results will occur after the Contractor’s work is completed.

Establish direction and destination.

**Objectives**

Briefly describe the specific things you will be doing to achieve the goals listed above (e.g. Conducting a workshop for…, Conducting a training course for…, Creating curriculum plans for a program, Hosting an event to…, etc.).

Use the SMART process: **S**pecific, **M**easurable targets, **A**ggressive but Attainable, **R**esult-oriented, **T**ime-bound.

Sample opening statement: To achieve the goals listed above, the following objectives will be met:

**Deliverables**

Describe the product / work / services that you want the Contractor to provide. Include specific timeline schedules, as applicable, so the Contractor is aware of your expectations.

List the specific tangible or intangible service that must be provided to accomplish the objectives listed above.

Sample opening statement: To accomplish the objectives listed above, the Contractor will provide the following deliverables:

**Performance Measures**

Describe the criteria you will use to rate the performance of the Contractor (how you will be judging their work).  The criteria will vary based on the type of services being provided, but some examples are listed below (modify the example to fit the services that will be provided by your Contractor).

(Criteria should be a quantifiable outcome used to measure performance. Criteria should be measureable and time bound.)

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

* Professionalism with College Personnel and Students
* Prompt Arrival
* Ability to Engage Participants
* Relevancy of Subject Matter
* Knowledge of Subject Matter
* Communication Skills
* Quality of Audio Distribution (for Contractors using a PA system)
* Ability to Meet Specified Deadline

**Monitoring Plan**

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

The monitoring plan will vary based on the services being provided, but some examples are listed below (be sure to modify the examples below to fit the services being provided by your Contractor).

Name, Title of person responsible for monitoring contract services, will observe the services as they are provided by the Contractor to determine whether the services are meeting the needs of the College. The Contractor’s performance will be monitored and reported as outlined below.

Sample Plan: Name, Title of person responsible for monitoring contract services, will meet with Contractor before the event to recap and ensure the deliverables are provided satisfactorily and the intended objectives are met.  Surveys will be distributed to all participants during the event and completed surveys will be evaluated to determine the overall satisfaction of the services provided by Contractor.

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.

**II. Payment Terms**

In consideration of the services described above, the College hereby agrees to pay the Contractor a **maximum fee of $X,XXX**. Travel and all other expenses incurred will be the responsibility of the Contractor and shall constitute part of the total maximum fee.

(If travel will be paid separately, include this language and delete the last sentence in the paragraph above regarding travel. If travel won’t be paid separately, delete this language and keep the last sentence in the paragraph above.)

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 the Division of Administration Policy and Procedure Memorandum No. 49.  All out of state travel will be subject to prior approval by the College Chancellor or his/her designee.

Payment will be made only on approval of name, title of approver, or his/her designated successor or replacement, in accordance with the terms and conditions of this contract.

If progress and/or completion to the reasonable satisfaction of the College is obtained, payments are scheduled as follows:

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

**OTHER** (specify below)

If a single payment will not be made, 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 to College at:

Baton Rouge Community College

ATTN: Name, Title of person responsible for contract

201 Community College Drive

Baton Rouge, LA 70806

Invoices should be sent to College within 10 business days after services are rendered.

**Payments** to the Contractor will be remitted by the College **via ACH electronic funds transfer** within 30 days of proper invoicing to the College. ACH payments will be remitted to the financial institution specified by the Contractor on the College’s Electronic Funds Transfer Enrollment Form. The Contractor must notify the College when changes are needed to the information on the Electronic Funds Transfer Enrollment Form to ensure payments are made accurately.

**III. 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 Federal Tax Identification Number **­­­­­** **­­­­­** tax ID from W-9. (If Contractor does not have a Federal ID number leave blank. Do not use Social Security Number.)

**IV. Termination for Cause**

The College 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 College 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 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 College 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 College to comply with the terms and conditions of this contract; provided that the Contractor shall give the College written notice specifying the College's failure and a reasonable opportunity for the College to cure the defect.

**V. Termination for Convenience**

The College 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 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. 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.

**IX. Record Ownership**

All records, reports, documents and other material delivered or transmitted to Contractor by the College shall remain the property of the College, and shall be returned by Contractor to the College, 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 the College, and shall, upon request, be returned by Contractor to the College, at Contractor's expense, at termination or expiration of this contract.

**X. Commissioner’s Statements**

Statements, acts and omissions made by or on behalf of the Commissioner Administration regarding this Contract, any Contractor, and/or any subcontractor of the Contractor shall not be deemed a conflict of interest when the Commissioner is discharging his/her duties and responsibilities under law, including, but limited, to the Commissioner of Administration’s authority in procurement matters.

**XI. 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.

**XII. Nonassignability**

No contractor shall assign any interest in this contract by assignment, transfer, or novation, without prior written consent of the College. This provision shall not be construed to prohibit the contractor 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 College.

**XIII. 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.

**XIV. Term of Contract**

This contract shall begin onClick to select dateand shall terminate on Click to select date.

**XV. 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.

**XVI. 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, or disabilities.

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.

**XVII. Office of State Procurement**

This contract is not effective until approved by the state Chief Procurement Officer, as required, in accordance with La.R.S. 39:1595.1. It is the responsibility of the Contractor to advise the College in advance if contract funds or contract terms may be insufficient to complete contract objectives.

**XVIII. 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, “Debarment and Suspension”, as set forth at 24 CFR part 24.

**XIX. Indemnification**

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.

Contractor agrees to investigate, handle, respond to, provide defense for and defend any such claims, demands, suits, or causes of action at its sole expense and agrees to bear all other costs and expenses related thereto, even if the claims, demands, suits, or causes of action are groundless, false or fraudulent. Baton Rouge Community College may, but is not required to, consult with the Contractor in the defense of claims, but this shall not affect the Contractor’s responsibility for the handling of and expenses for all claims.

**XX. Byrd Anti Lobbying**

Contractor and all sub contractors shall certify that they have complied with the Byrd Anti Lobbying Amendment (31 USC 1352). Contractor and each Sub Contractor shall also disclose any lobbying with non Federal funds that takes place in connection with obtaining any Federal award.

**THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK**

(\* if there’s not a lot of blank space between the last section and the bottom of the page, DELETE THIS\*)

**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: Corlin Leblanc |
|  |  | 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: \_\_\_\_\_\_\_\_\_\_\_\_\_ |