**Non-LESA Agencies**

**Complex Service**

**RFP Sample Generic Contract**

**Revised 08.16.2024**

**Generic Contract**

**SAMPLE GENERIC CONTRACT**

**1. CONTRACT**

Be it known, that effective upon approval by the [Agency Name] Director of Procurement, as evidenced by the Director’s signature on this document, the [Agency Name] ("State") and the [*Contractor's name and legal address including zip code*] ("Contractor") do hereby enter into this Contract for [RFP title] under the following terms and conditions.

**2. SCOPE OF SERVICE**

(Note: *If the Scope of Services is lengthier than will fit here, it may be attached separately, referenced and incorporated herein*.)

The Contractor hereby agrees to furnish the following services:

**3. TERM OF CONTRACT**

This Contract shall begin on [start date] and shall end on [end date], unless otherwise terminated in accordance with the Termination provisions of this Contract. At the option of the [Agency Name] and acceptance of the Contractor, this Contract may be extended for \_\_\_\_\_ additional 12 month periods at the same prices, terms, and conditions. Total contract time may not exceed \_\_\_\_\_ months.

*(Note: Include the following paragraph if the RFP is for an IT project with a term that may exceed 36 months:*

Prior to the extension of the contract beyond a 36 month term, prior approval by the Joint Legislative Committee on the Budget (“JLCB”) or other approval authorized by law shall be obtained. Such written evidence of JLCB approval shall be submitted, along with the Contract Amendment to the Office of State Procurement (“OSP”) to extend the contract terms beyond the 36 month term. Total contract time may not exceed 60 months.

**4. DELIVERABLES**

The Contractor will deliver the item(s) or service(s) as described below (or per the attached) per the following schedule.

**5. PERFORMANCE STANDARDS**

**5.1. PERFORMANCE REQUIREMENTS**

**5.2. PERFORMANCE MEASUREMENT/EVALUATION**

**5.3. VETERAN-OWNED AND SERVICE-CONNECTED DISABLED VETERAN-OWNED SMALL ENTREPRENEURSHIPS (VETERAN INITIATIVE) AND LOUISIANA INITIATIVE FOR SMALL ENTREPRENEURSHIPS (HUDSON INITIATIVE) PROGRAMS REPORTING REQUIREMENTS**

During the term of this Contract and at expiration, the Contractor will be required to report Veteran-Owned and Service-Connected Disabled Veteran-Owned and Hudson Initiative Small Entrepreneurship subcontractor or distributor participation and the dollar amount of each.

If the Contractor proposed a good faith subcontracting plan, the [Agency Name], the Louisiana Department of Economic Development (LED), or the Office of State Procurement (OSP) may audit the Contractor to determine whether the Contractor has complied in good faith with its subcontracting plan. The Contractor must be able to provide supporting documentation (i.e., phone logs, fax transmittals, letter, e-mails) to demonstrate its good faith subcontracting plan was followed. If it is determined at any time by the [Agency Name], LED, or the OSP Director that the Contractor did not in fact perform in good faith its subcontracting plan, the contract award or the existing Contract may be terminated.

**6. PAYMENT TERMS**

The [Agency Name] shall pay the Contractor in accordance with the Pricing Schedule set forth in **Attachment “\_\_”** to this Contract. The Contractor may invoice the [Agency Name] monthly at the billing address designated by the [Agency Name]. Payments will be made by the [Agency Name] within approximately 30 days after receipt of a properly executed invoice, and approval by the [Agency Name]. Invoices shall include the contract and order number, using department and product purchased. Invoices submitted without the referenced documentation will not be approved for payment until the required information is provided.

**7. TAXES**

The Contractor agrees that all applicable taxes are included in the Pricing Schedule set forth in **Attachment “\_\_”** to this Contract. State agencies are exempt from all State and local sales and use taxes.

**8. LATE PAYMENTS**

Interest due by the State Agency for late payments shall be in accordance with La. R.S. 39:1695 at the rates established in La. R.S. 13:4202.

**9. Prohibition Against Advance Payments**

No compensation or payment of any nature shall be made in advance of services actually performed, unless allowed by law or otherwise stated herein.

**10. TERMINATION**

The [Agency Name] has the right to terminate this Contract immediately for any of the following reasons: (a) misrepresentation by the Contractor; (b) Contractor’s fraud, collusion, conspiracy or other unlawful means of obtaining any contract with the [Agency Name]; (c) conflict of contract provisions with constitutional or statutory provisions of State or Federal Law; (d) abusive or belligerent conduct by the Contractor towards an employee or agent of the [Agency Name]; (e) Contractor’s intentional violation of the Louisiana Procurement Code (La. R.S. 39:1551 et seq.) and its corresponding regulations; or, (f) any listed reason for debarment under La. R.S. 39:1672.

**10.1. TERMINATION OF THIS CONTRACT FOR CAUSE**

The [Agency Name] may terminate this Contract for cause based upon the failure of the Contractor to comply with the terms and/or conditions of this Contract, or failure to fulfill its performance obligations pursuant to this Contract, provided that the [Agency Name] shall give the Contractor written notice specifying the Contractor’s failure. If within 30 days after receipt of such notice, the Contractor shall not have corrected such failure or, in the case of failure which cannot be corrected in 30 days, begun in good faith to correct such failure and thereafter proceeded diligently to complete such correction, then the [Agency Name] may, at its option, place the Contractor in default and this 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 [Agency Name] to comply with the terms and conditions of this Contract, provided that the Contractor shall give the [Agency Name] written notice specifying the [Agency Name]’s failure and a reasonable opportunity for the [Agency Name] to cure the defect.

**10.2. TERMINATION OF THIS CONTRACT FOR CONVENIENCE**

### The [Agency Name] may terminate this Contract for convenience at any time (1) by giving 30 days written notice to the Contractor of such termination; or (2) by negotiating with the Contractor an effective date. The [Agency Name] shall pay the Contractor for, if applicable: (a) deliverables in progress; (b) the percentage that has been completed satisfactorily; and, (c) for transaction-based services up to the date of termination, to the extent work has been performed satisfactorily.

**10.3. TERMINATION FOR NON-APPROPRIATION OF FUNDS**

The continuation of this Contract is contingent upon the appropriation of funds to fulfill the requirements of this Contract by the legislature. If the legislature fails to appropriate sufficient monies to provide for the continuation of this Contract 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 this Contract, this Contract shall terminate on the date of the beginning of the first fiscal year for which funds are not appropriated.

**11. CONTRACT MODIFICATIONS**

No amendment or modification of the terms of this Contract 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 Contract is binding on any of the parties.

Changes to this Contract include any change in a) compensation; b) beginning/ending date of this Contract; c) scope of work; and/or d) Contractor change through the assignment of contract process. Any such changes, once approved, will result in the issuance of an amendment to this Contract.

**12. OWNERSHIP**

All records, reports, documents, or other material related to this Contract and/or obtained or prepared by the Contractor in connection with the performance of the services contracted for herein shall become the property of the [Agency Name], and shall, upon request, be returned by the Contractor to the [Agency Name], at the Contractor's expense, at termination or expiration of this Contract.

All records, reports, documents and other material delivered or transmitted to the Contractor by the [Agency Name] shall remain the property of the [Agency Name], and shall be returned by the Contractor to the [Agency Name] at the Contractor's expense, at termination or expiration of this Contract.

**13. USE OF AGENCY’S FACILITIES**

Any property of the [Agency Name] furnished to the Contractor shall, unless otherwise provided herein, or approved by the [Agency Name], be used only for the performance of this Contract.

The Contractor shall be responsible for any loss or damage to property of the [Agency Name]which results from willful misconduct or lack of good faith on the part of the Contractor or which results from the failure on the part of the Contractor to maintain and administer that property in accordance with sound management practices, to ensure that the property will be returned to the [Agency Name] in like condition, except for normal wear and tear, to that in which it was furnished to the Contractor. Upon the happening of loss, or destruction of, or damage to property of the [Agency Name], the Contractor shall notify the [Agency Name] thereof and shall take all reasonable steps to protect that property from further damage.

The Contractor shall surrender to the [Agency Name] all property of the [Agency Name] prior to settlement upon completion, termination, or cancellation of this Contract. All reference to the Contractor under this section shall include any of its employees, agents, or subcontractors.

**14. WAIVER**

Waiver of any breach of any term or condition of this Contract shall not be deemed a waiver of any prior or subsequent breach. No term or condition of this Contract shall be held to be waived, modified or deleted except by the written consent of both parties.

**15. WARRANTIES**

The Contractor warrants that all services shall be performed in a workmanlike manner, and according to its current description (including any completion criteria) contained in the scope of work.

*This paragraph may only apply when software is involved.*

*No Surreptitious Code Warranty*. The Contractor warrants that the Contractor will make all commercially reasonable efforts not to include any Unauthorized Code in the software provided hereunder. "Unauthorized Code" means any virus, Trojan horse, worm or other software routine or component designed to permit unauthorized access to disable, erase, or otherwise harm software, equipment, or data, or to perform any other such actions. Excluded from this prohibition are identified and [Agency Name] authorized features designed for purposes of maintenance or technical support.

The Contractor further warrants that it has the right to provide and or license its product to the [Agency Name] and that it will operate in accordance with this Contract. In the event of a material failure of the Contractor’s product to function and operate, and/or failure by the Contractor to perform its obligations, in accordance with the terms and conditions of this Contract that results in the termination of this Contract for cause by the [Agency Name], the [Agency Name] will not be obligated to compensate the Contractor of any costs incurred by the Contractor.

Extent of Warranty: THESE WARRANTIES REPLACE ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE

**16. LIABILITY AND INDEMNIFICATION**

16.1 CONTRACTOR LIABILITY

The Contractor shall be liable without limitation to the [Agency Name] for any and all injury, death, damage, loss, destruction, damages, costs, fines, penalties, judgments, forfeitures, assessments, expenses (including attorney fees), obligations, and other liabilities of every name and description, which may occur or in any way arise out of any act or omission of the Contractor, its owners, agents, employees, partners or subcontractors.

16.2 FORCE MAJEURE

It is understood and agreed that neither party can foresee the exigencies beyond the control of each party which arise by reason of an Act of God or force majeure; therefore, neither party shall be liable for any delay or failure in performance beyond its control resulting from an Act of God or force majeure. The [Agency Name] shall determine whether a delay or failure results from an Act of God or force majeure based on its review of all facts and circumstances. The parties shall use reasonable efforts, including but not limited to, use of continuation of operations plans (COOP), business continuity plans, and disaster recovery plans, to eliminate or minimize the effect of such events upon the performance of their respective duties under this Contract.

16.3 INDEMNIFICATION

The Contractor shall fully indemnify and hold harmless the [Agency Name], without limitation, for any and all injury, death, damage, loss, destruction, damages, costs, fines, penalties, judgments, forfeitures, assessments, expenses (including attorney fees), obligations, and other liabilities of every name and description, which may occur or in any way arise out of any act or omission of the Contractor, its owners, agents, employees, partners or subcontractors. The Contractor shall not indemnify for the portion of any loss or damage arising from the [Agency Name] act or failure to act.

16.4 INTELLECTUAL PROPERTY INDEMNIFICATION

The Contractor shall fully indemnify and hold harmless the [Agency Name], without limitation, from and against damages, costs, fines, penalties, judgments, forfeitures, assessments, expenses (including attorney fees), obligations, and other liabilities in any action for infringement of any intellectual property right, including but not limited to, trademark, trade-secret, copyright, and patent rights.

When a dispute or claim arises relative to a real or anticipated infringement, the Contractor, at its sole expense, shall submit information and documentation, including formal patent attorney opinions, as required by the [Agency Name].

If the use of the product, material, service, or any component thereof is enjoined for any reason or if the Contractor believes that it may be enjoined, the Contractor, while ensuring appropriate migration and implementation, data integrity, and minimal delays of performance, shall at its sole expense and in the following order of precedence: (i) obtain for the [Agency Name] the right to continue using such product, material, service, or component thereof; (ii) modify the product, material, service, or component thereof so that it becomes a non-infringing product, material, or service of at least equal quality and performance; (iii) replace the product, material, service, or component thereof so that it becomes a non-infringing product, material, or service of at least equal quality and performance; or, (iv) provide the [Agency Name] monetary compensation for all payments made under this Contract related to the infringing product, material, service, or component, plus for all costs incurred to procure and implement a non-infringing product, material, or service of at least equal quality and performance. Until this obligation has been satisfied, the Contractor remains in default.

The Contractor shall not be obligated to indemnify that portion of a claim or dispute based upon the [Agency Name]’s unauthorized: i) modification or alteration of the product, material or service; ii) use of the product, material or service in combination with other products not furnished by the Contractor; or, iii) use of the product, material or service in other than the specified operating conditions and environment.

16.5 LIMITATIONS OF LIABILITY

For all claims against the Contractor not governed by any other provision of this Section, regardless of the basis on which the claim is made, the Contractor's liability for direct damages shall be limited to two times the maximum dollar amount of this Contract.

The Contractor shall not be liable for incidental, indirect, special, or consequential damages, unless otherwise specifically enumerated herein, or in a resulting task order or purchase order mutually agreed upon between the parties. In no circumstance shall the [Agency Name] be liable for incidental, indirect, special, or consequential damages; lost profits; lost revenue; or lost institutional operating savings.

16.6 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 the [Agency Name], then, upon notice to the Contractor, the [Agency Name] 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.

**17. DUTY TO DEFEND**

Upon notice of any claim, demand, suit, or cause of action against the [Agency Name], alleged to arise out of or be related to this Contract, the Contractor shall investigate, handle, respond to, provide defense for, and defend at its sole expense, even if the claim, demand, suit, or cause of action is groundless, false, or fraudulent. The [Agency Name] may, but is not required to, consult with or assist the Contractor, but this assistance shall not affect the Contractor’s obligations, duties, and responsibilities under this section. The Contractor shall obtain the [Agency Name]’s written consent before entering into any settlement or dismissal.

**18. INSURANCE AND BONDS**

**18.1. INSURANCE**

The Contractor shall furnish the [Agency Name] with Certificates of Insurance (COI) effecting coverage(s) required by this RFP in accordance with **Attachment “\_\_\_” Insurance Requirements for Contractors**. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates are to be received and approved by the [Agency Name] before work commences. The [Agency Name] reserves the right to require complete certified copies of all required policies, at any time. The Contractor shall maintain the insurance as shown in **Attachment \_\_\_\_\_ Insurance Requirements for Contractors** for the full term of this Contract. Failure to comply shall be grounds for termination of this Contract.

**18.2. PERFORMANCE BOND**

The Contractor shall provide a Performance Bond (Surety Bond) in the amount of \_\_\_\_\_\_\_\_\_\_\_\_ dollars ($\_\_\_\_\_\_\_\_\_\_\_\_\_) to insure the successful performance under the terms and conditions of this Contract. The Performance Bond shall be written by a surety or insurance company currently on the U.S. Department of the Treasury Financial Management Services list of approved bonding companies which is published annually in the Federal Register, or by a Louisiana domiciled insurance company with at least an A-rating in the latest printing of the A.M. Best’s Key Rating Guide to write individual bonds up to 10% of the policyholder’s surplus as shown in the A.M. Best’s Key Rating Guide or by an insurance company that is either domiciled in Louisiana or owned by Louisiana residents and is licensed to write surety bonds.

No surety or insurance company shall write a Performance Bond which is in excess of the amount indicated as approved by the U.S. Department of the Treasury Financial Management Service list or by a Louisiana domiciled insurance company with an A-rating by A.M. Best up to a limit of 10% of policyholders’ surplus as shown by A.M. Best; companies authorized by this Paragraph who are not on the treasury list shall not write a Performance Bond when the penalty exceeds 15% of its capital and surplus, such capital and surplus being the amount by which the company’s assets exceed its liabilities as reflected by the most recent financial statements filed by the company with the Department of Insurance.

In addition, any Performance Bond furnished shall be written by a surety or insurance company that is currently licensed to do business in the State of Louisiana.

The Contractor shall maintain the Performance Bond for the full term of this Contract. Failure to comply shall be grounds for termination of this Contract.

**18.3. FIDELITY BOND**

The Contractor shall be required to provide a Fidelity Bond in the amount of $\_\_\_\_\_\_ to protect the [Agency Name] from loss resulting from acts of crime or fraud perpetrated either by the Contractor, its agents or subcontractors or against the Contractor, its agents or subcontractors. The [Agency Name] shall be the named beneficiary.

The Fidelity Bond furnished shall be written by a surety or insurance company that is currently licensed to do business in the State of Louisiana. The Contractor shall maintain the performance bond for the full term of this Contract. Failure to comply shall be grounds for termination of this Contract.

**19. LICENSES AND PERMITS**

The Contractor shall secure and maintain all licenses and permits, and pay inspection fees required to do the work required to complete this Contract, if applicable.

**20. SEVERABILITY**

If any term or condition of this Contract or the application thereof is held invalid, such invalidity shall not affect other terms, conditions or applications which can be given effect without the invalid term, condition or application; to this end the terms and conditions of this Contract are declared severable.

**21. SUBCONTRACTORS**

The Contractor may enter into subcontracts with third parties for the performance of any part of the Contractor’s duties and obligations. In no event shall the existence of a subcontract operate to release or reduce the liability of the Contractor to the [Agency Name] for any breach in the performance of the Contractor's duties. The Contractor will be the single point of contact for all subcontractor work.

**22. SUBSTITUTION OF PERSONNEL**

If, during the term of this Contract, the Contractor or subcontractor cannot provide the personnel as proposed and requests a substitution, that substitution shall meet or exceed the requirements stated herein. A detailed resume of qualifications and justification is to be submitted to the [Agency Name] for approval prior to any personnel substitution. It shall be acknowledged by the Contractor that every reasonable attempt shall be made to assign the personnel listed in the Contractor’s proposal.

The [Agency Name] shall reserve the right to require removal and replacement of any Contract personnel whose performance it considers unacceptable.

**23. ASSIGNMENT**

The Contractor shall not assign any interest in this Contract by assignment, transfer, or novation, without prior written consent of the [Agency Name]. 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 [Agency Name].

**24. CODE OF ETHICS**

The Contractor acknowledges that Chapter 15 of Title 42 of the Louisiana Revised Statutes (La. 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 [Agency Name] if potential violations of the Code of Governmental Ethics arise at any time during the term of this Contract.

**25. CONFIDENTIALITY**

The following provision will apply unless the [Agency Name] statement of work specifically indicates that all information exchanged will be non-confidential:

All financial, statistical, personal, technical and other data and information relating to the [Agency Name]’s operations which are designated confidential by the [Agency Name] and made available to the Contractor in order to carry out this Contract, shall be protected by the Contractor from unauthorized use and disclosure through the observance of the same or more effective procedural requirements as are applicable to the [Agency Name]. The identification of all such confidential data and information as well as the [Agency Name]'s procedural requirements for protection of such data and information from unauthorized use and disclosure shall be provided by the [Agency Name] in writing to the Contractor. If the methods and procedures employed by the Contractor for the protection of the Contractor's data and information are deemed by the [Agency Name] to be adequate for the protection of the [Agency Name]’s confidential information, such methods and procedures may be used, with the written consent of the [Agency Name], to carry out the intent of this paragraph. The Contractor shall not be required under the provisions of this paragraph to keep confidential any data or information, which is or becomes publicly available, is already rightfully in the Contractor’s possession, is independently developed by the Contractor outside the scope of this Contract, or is rightfully obtained from third parties.

**26. CONTRACT CONTROVERSIES**

Any claim or controversy arising out of this Contract shall be resolved by the provisions of Louisiana Revised Statute 39:1671-1673.

**27. RIGHT TO AUDIT**

The State Legislative auditor, federal auditors and internal auditors of the [Agency Name], Division of Administration, or others so designated by the DOA, shall have the option to audit all accounts directly pertaining to this Contract for a period of five years from the date of final payment or as required by applicable State and Federal Law. Records shall be made available during normal working hours for this purpose.

**28. RECORD RETENTION**

The Contractor shall maintain all records in relation to this Contract for a period of at least five years after final payment.

**29. CONTRACTOR’S CERTIFICATION OF NO FEDERAL SUSPENSION OR DEBARMENT**

The 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 disclose may constitute grounds for suspension and/or termination of this Contract and debarment from future contracts.

**30. CONTRACTOR’S COOPERATION/CLOSE-OUT**

The Contractor has the duty to fully cooperate with the [Agency Name]and provide any and all requested information, documentation, etc. to the [Agency Name]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 [Agency Name]’s right to audit or to withhold [Agency Name]owned documents.

**31. SECURITY**

The Contractor’s personnel shall comply with all security regulations in effect at the [Agency Name]’s premises, the Information Security Policy at <https://www.doa.la.gov/doa/ots/about-us/infosec/> and externally for materials and property belonging to the [Agency Name] or to the project. Where special security precautions are warranted (e.g., correctional facilities), the [Agency Name] shall provide such procedures to the Contractor, accordingly. The Contractor is responsible for promptly reporting to the State any known breach of security, no later than 24 hours after confirmation of the event. Notify the Information Security Team (“IST”) by calling the Information Security Hotline at 1-844-692-8019 and emailing the security team at infosecteam@la.gov.

32. 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.

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 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.

**33. COMMENCEMENT OF WORK**

No work shall be performed by the Contractor and the [Agency Name] shall not be bound until such time as this Contract is fully executed between the [Agency Name] and the Contractor and all required approvals are obtained.

**34. COMPLIANCE WITH CIVIL RIGHTS LAWS**

The Contractor agrees to abide by the requirements of the following as applicable: Title VI 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 Federal 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 the Contractor agrees to abide by the requirements of the Americans with Disabilities Act of 1990.

The 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, disability or age in any matter relating to employment. Any act of discrimination committed by the Contractor, or failure to comply with these statutory obligations when applicable shall be grounds for termination of this Contract.

**35. ANTI-KICKBACK CLAUSE**

The Contractor hereby agrees to adhere to the mandate dictated by the Copeland "Anti-Kickback" Act which provides that each Contractor or subgrantee shall be prohibited from inducing, by any means, any person employed in the completion of work, to give up any part of the compensation to which he is otherwise entitled.

**36. CLEAN AIR ACT**

The Contractor hereby agrees to adhere to the provisions which require compliance with all applicable standards, orders or requirements issued under Section 306 of the Clean Air Act which prohibits the use under non-exempt Federal contracts, grants or loans of facilities included on the Environmental Protection Agency (EPA) list of Violating Facilities.

**37. ENERGY POLICY AND CONSERVATION ACT**

The Contractor hereby recognizes the mandatory standards and policies relating to energy efficiency which are contained in the State energy conservation plan issued in compliance with the Energy Policy and Conservation Act (P.L. 94-163).

**38. CLEAN WATER ACT**

The Contractor hereby agrees to adhere to the provisions which require compliance with all applicable standards, orders, or requirements issued under Section 508 of the Clean Water Act which prohibits the use under non-exempt Federal contracts, grants or loans of facilities included on the Environmental Protection Agency (EPA) List of Violating Facilities.

**39. ANTI-LOBBYING AND DEBARMENT ACT**

The Contractor will be expected to comply with Federal statutes required in the Anti-Lobbying Act and the Debarment Act.

**40. PROHIBITION OF DISCRIMINATORY BOYCOTTS OF ISRAEL**

In accordance with La. R.S. 39:1602.1, for any contracts with a value of $100,000 or more and for any Contractor with five or more employees, the Contractor certifies that it is not engaging in a boycott of Israel and it will, for the duration of its contractual obligations, refrain from a boycott of Israel.

**41. PROHIBITION OF COMPANIES THAT DISCRIMINATE AGAINST FIREARM AND AMMUNITION INDUSTRIES**

In accordance with La. R.S. 39:1602.2, the following applies to any competitive sealed bids, competitive sealed proposals, or contract(s) with a value of $100,000 or more involving a for-profit company with at least fifty full-time employees:

Unless otherwise exempted by law, by submitting a response to this solicitation or entering into this contract, the Bidder, Proposer or Contractor certifies the following:

1. The company does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association based solely on the entity’s or association’s status as a firearm entity or firearm trade association;
2. The company will not discriminate against a firearm entity or firearm trade association during the term of the contract based solely on the entity’s or association’s status as a firearm entity or firearm trade association.

The State reserves the right to reject the response of the Bidder, Proposer or Contractor if this certification is subsequently determined to be false, and to terminate any contract awarded based on such a false response or if the certification is no longer true.

**42. FUND USE**

The Contractor agrees not to use contract proceeds to urge any elector to vote for or against any candidate or proposition on an election ballot nor shall such funds be used to lobby for or against any proposition or matter having the effect of law being considered by the Louisiana Legislature or any local governing authority. This provision shall not prevent the normal dissemination of factual information relative to a proposition on any election ballot or a proposition or matter having the effect of law being considered by the Louisiana Legislature or any local governing authority.

**43. E-VERIFY**

The Contractor shall comply with the provisions of La. R.S. 23:995 and federal law pertaining to E-Verify in the performance of services under this Contract.

**44. HEADINGS**

Descriptive headings in this Contract are for convenience only and shall not affect the construction of this Contract or meaning of contractual language.

**45. INDEPENDENT ASSURANCES**

The [Agency Name] will require the Contractor and/or subcontractors, if performing a key internal control, to provide some form of assurances that internal controls over the process being administered by the Contractor for the [Agency Name] is operating properly. The assurances provided by the Contractor may be in the form of SOC I and/or type II reports resulting from independent SSAE 18 engagement of internal controls, quality assurance reports or other financial and performance audits from outside companies to assure both the financial viability of the (outsourced) program and the operational viability, including the policies and procedures placed into operation. If an SSAE 16 review is required, the audit firm will conduct tests of the Contractor’s activities and render an independent opinion on the operating effectiveness of the controls and procedures.

Other forms of assurances may be required by the [Agency Name]. The Contractor may be required to provide a quality control plan, such as third party Quality Assurance (QA), Independent Verification and Validation (IV & V), or other internal project/program reviews or audits.

These audits and/or assurances will require the Contractor to provide any assistance, records access, information system access, staff access, and space access to the party selected to perform the indicated audit. If a SSAE 18 review or audit is required of the Contractor, the audit firm will submit to the [Agency Name] and/or Contractor a final report on controls placed in operations for the project and include a detailed description of the audit firm’s tests of the operating effectiveness of controls.

The Contractor shall supply the [Agency Name] with an exact copy of the report within 30 calendar days of completion. When required by the [Agency Name], such audits may be performed annually during the term of this Contract. The Contractor shall agree to implement recommendations as suggested by the audits within three months of report issuance at no cost to the [Agency Name]. The cost of the SSAE 18 engagement is to be borne by the Contractor and it was included in the cost proposed in response to the RFP.

**46. 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 (Louisiana Procurement Code) and La. R.S. 39:196-200 (Information Technology Procurement Code), if applicable; Purchasing Rules and Regulations; Executive Orders; Standard Terms and Conditions; Special Terms and Conditions; and Specifications listed in the RFP; and this Contract. Venue of any action brought with regard to this Contract shall be in the Nineteenth Judicial District Court, Parish of East Baton Rouge, State of Louisiana.

**47. COMPLETE CONTRACT**

This is the complete Contract between the parties with respect to the subject matter and all prior discussions and negotiations are merged into this Contract. This Contract is entered into with neither party relying on any statement or representation made by the other party not embodied in this Contract and there are no other agreements or understanding changing or modifying the terms. This Contract shall become effective upon final statutory approval**.**

**48. ORDER OF PRECEDENCE**

The Request for Proposals (RFP), dated \_\_\_\_\_\_\_\_\_\_\_\_, and the Contractor's Proposal dated \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, are attached hereto and, incorporated into this Contract as though fully set forth herein. In the event of an inconsistency between this Contract, the RFP and/or the Contractor's Proposal, unless otherwise provided herein, the inconsistency shall be resolved by giving precedence first to this Contract, then to the RFP and finally, the Contractor's Proposal.

IN WITNESS WHEREOF, the parties have executed this Contract.

[Contractor Name] SIGNATURE: [Agency Name] SIGNATURE:

By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_