

UNIVERSITY OF NEW ORLEANS CONTRACTUAL SERVICES AGREEMENT

STATE OF LOUISIANA

PARISH OF ORLEANS

THIS AGREEMENT made and entered into at New Orleans, Louisiana, this ____th day of _____, 20____, by and between the Board of Supervisors of Louisiana State University and Agricultural and Mechanical College, acting for the University of New Orleans, hereinafter referred to as the "University," and _____, hereinafter referred to as the "Contractor."

WITNESSETH:

WHEREAS, the University requires certain professional services to assist in accomplishing its instructional, research and/or public service missions, and

WHEREAS, the Contractor is professionally qualified and willing to perform these services,

NOW, THEREFORE, for the consideration hereinafter named, the parties agree as follows:

1. The Contractor will perform the professional services described in the attached scope of work, specifications, and/or bid proposal dated _____, and attached hereto and made a part of this agreement as Attachments A, B, C, D and E, as applicable.
2. The Contractor shall perform these services described on Attachments A, B, C, and D, according to the schedule indicated therein or during the period _____, and _____. Should there be a conflict between the dates indicated on Attachment A and the dates indicated in this paragraph, the dates in this paragraph will govern.
3. The price and consideration for which this agreement is made shall be in an amount not to exceed the sum of _____, which funds shall be paid to the Contractor by the University in accordance with the schedule set forth in Attachments A and D.
4. The University's representative for purposes of administration of this agreement shall be _____.
5. The Contractor acknowledges that his relationship to the University is that of an independent contractor, that no employer-employee relationship is created by virtue of this agreement.
6. The Contractor acknowledges that he is neither an employee nor student employee of the University of New Orleans either at the present time or during the term of this agreement.

The Contractor further acknowledges that he has not been formerly employed by the University, providing the same services as are being provided in this Agreement, for a period of two years prior to the effective date of this Agreement in order to comply with the Code of Governmental Ethics Revised Statute 42:1121.

7. The Contractor acknowledges and agrees that the responsibility for payment of taxes due on the funds received under this agreement shall be said Contractor's obligation and shall be paid under the following federal taxation identification number:_____.
8. The Contractor shall not assign any interest in this agreement and shall not transfer any interest by assignment or novation without the prior written consent of the University, provided, however, that claims for money due to the Contractor from the University may be assigned to any financial institution without prior written consent and provided that notice of such assignment shall be furnished to the University.
9. The Contractor agrees to make available upon request, during normal working hours at the Contractor's place of business to University, Louisiana Legislative Auditors, and/or the Office of the Governor or Division of Administration auditors, records and documents relating to the conduct of this agreement.
10. The Contractor shall indemnify and hold harmless the University against any and all claims, demands, suits, and judgments of sums of money to any party for loss of life, injury, or damage to person or property resulting from, or by reason of, any negligent act or omission, operation or work of the Contractor, its agents, servants, or employees while engaged upon or in connection with the services required or performed by the Contractor hereunder.

To the extent allowed by law, the University shall indemnify and hold harmless the Contractor against any and all claims, demands, suits, and judgements of sums of money to any party for loss of life, injury, or damage to person or property resulting from, or by reason of, any negligent act or omission, operation or work of the University, its agents, servants, or employees while engaged upon or in connection with the services required or performed by the University hereunder.

11. The Contractor agrees to abide by the requirements of the following as applicable: Title VI and VII of the Civil Rights Act of 1964, as amended by the Equal Opportunity Act of 1972, Federal Executive Order 11246, 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 Act of 1975, and the Americans with Disabilities Act of 1990.
12. 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, or disabilities.
13. Travel expenses shall be reimbursed in accordance with Division of Administration Policy and Procedure Memorandum 49 and 13 (the State General Travel Regulations).

14. This agreement may be amended or extended by mutual written consent of the parties.
15. The University reserves the right to cancel this agreement upon a thirty (30) day written notice should funds no longer be available due to budget reductions imposed by the State government. The State may terminate the agreement 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.
16. The following is applicable if the amount contracted for by the Agreement is in excess of \$20,000: This contract is not effective until approved by the Director of the Office of Contractual Review in accordance with La. R. S. 39:1502. It is the responsibility of the Contractor to advise the University in advance if contract funds or contract terms may be insufficient to complete contract objectives.
17. 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.
18. All records, reports, documents and other material delivered or transmitted to Contractor by University shall remain the property of University, and shall be returned by Contractor to University, 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 University, and shall, upon request, be returned by Contractor to University, at Contractor's expense, at termination or expiration of this contract.
19. Any claim or controversy arising out of this contract shall be resolved by the provisions of LSA – R.S. 39:1524 – 1526.
20. This agreement shall be effective on the day and date first above written and shall expire on _____, unless extended or canceled as provided herein.

IN WITNESS WHEREOF, the parties have executed this act in the presence of the undersigned competent witnesses.

WITNESSES:

**BOARD OF SUPERVISORS OF
LOUISIANA STATE UNIVERSITY
AND AGRICULTURAL AND
MECHANICAL COLLEGE**

By Signature of University Representative
Type Name, Title of University Representative
University of New Orleans

TYPE COMPANY NAME:

By Signature of Contractor
Type Name: _____
Type Title: _____

CONTRACTOR, PLEASE COMPLETE IF APPLICABLE TO YOU:

I am currently enrolled in a Louisiana Public Retirement System? Yes ___ No ___?
If yes, list name of retirement program _____ and please contact the
Human Resource Management department.

I am a current employee of the LSU System (unless qualified under PM-67); a former employee,
retiree or student employee of the LSU System within the last two years whose duties were
similar to those being contracted for? Yes _____ No _____
If yes, please contact the Human Resource Management department.

**ATTACHMENT A
UNIVERSITY OF NEW ORLEANS
GENERAL CONTRACTOR INFORMATION**

CONTRACTOR: (Name) _____
(Address) _____
(City, State, Zip) _____
(Phone Number) _____
(Taxpayer Identification Number) _____

If Company, Name and Title of Official authorized to sign contract:

TIME PERIOD: Start Date _____ Completion Date _____

PAYMENT AMOUNT: Not to exceed \$ _____

PAYMENT TERMS:

_____ **Fixed price**, by task/deliverables and upon completion of work;

or _____ **Cost reimbursement**, monthly or quarterly. Payment shall be due 30 days upon receipt of a signed, original invoice to department representative.

TRAVEL: _____ To be reimbursed under the **Non-Accountable Reimbursement Plan**.

or _____ To be reimbursed under the **Accountable Reimbursement Plan**.

SOURCE OF FUNDS: _____

DEPARTMENT RECEIVING SERVICES: _____

DEPARTMENTAL REPRESENTATIVE: _____

Is the proposed agreement a subcontract under a University grant or contract? Yes () No ()

If Yes, expiration date of contract _____

(NOTE: Subcontractor will be bound by the applicable provisions of the primary contract as if primary contract were copied here in full. Departmental representative will provide subcontractor with copy of primary contract).

I CERTIFY THAT THE ABOVE TAXPAYER IDENTIFICATION NUMBER (TIN) IS TRUE AND CORRECT.

Signature of Contractor
Type Contractor's Name

Title (if certifying for a business)

**ATTACHMENT B
SCOPE OF SERVICES**

1. Statement of Work:

2. Key Personnel:

**ATTACHMENT C
MONITORING PLAN**

1. Goals and Objectives:

2. Delivery or Performance Schedule:

3. Plan for Performance Measurement:

4. Contract Monitoring Plan:

5. Personnel Responsible for Monitoring Plan: _____

**ATTACHMENT D
CONTRACTOR'S BUDGET**

Option I

(Payment by monthly invoice)

Cost categories:

1. Direct Labor _____

2. Benefits _____

3. Travel _____

4. Equipment _____

5. Supplies _____

6. Other Direct Costs _____

7. Total Subcontract _____

8. Indirect Costs _____

9. Total Subcontract _____

Option II

(Payment by task completion)

Cost per Task:

Task I _____

Task II _____

Task III _____

Task IV _____

Task V _____

Task VI _____

Total
Subcontract _____

Option III

One Lump Sum Payment _____

II. Budget Justification (hourly rate, per task, etc.):

**ATTACHMENT E
COST BENEFIT ANALYSIS DOCUMENTATION**

CONTRACTOR:

I hereby certify the following as evidence that a cost benefit analysis has been conducted for the above referenced proposed contract. This analysis indicates that obtaining such services from the private sector is more cost effective than providing such services by the University or by another state agency.

1. Can the proposed services be performed by University staff?

If answer is yes, why are the services being contracted out?

2. If classified staff could perform the services, what are the classifications and cost of the staff required to provide the services?

A. Short-term analysis: _____

B. Long-term analysis: _____

3. Can these services be provided by another state agency? List potential agencies that have been contacted and costs proposed to provide services, when applicable.

4. Explanation of reasonableness of costs (when applicable) for:

A. Labor: _____

B. Material and/or equipment: _____

C. Travel: _____

D. All other costs: _____
