

**LOUISIANA WORKFORCE COMMISSION
INCUMBENT WORKER TRAINING PROGRAM SOCIAL SERVICES CONTRACT**

TOTAL CONTRACT AMOUNT \$	CONTRACT NUMBER	PURCHASE ORDER NUMBER
<u>STATE AGENCY:</u> Louisiana Workforce Commission P. O. Box 94094 Baton Rouge, Louisiana 70804-9094	<u>TRAINING INSTITUTION (Contractor):</u> (Name) (Address)	<u>EMPLOYER (Contractor):</u> (Name) (Address) NAICS Code:
<u>Contact Person:</u> Veronica Wright - IWTP Specialist (225) 342-8968 (225) 342-8991 (fax) Email: vwright@lwc.la.gov	<u>Contact Person:</u> (Name/Title) (Telephone #) () (fax) Email:	<u>Contact Person:</u> (Name/Title) (Telephone #) () (fax) Email:
CHECK IF AMENDMENT <input type="checkbox"/> Amendment Number : (#) Date: () (See Page 3 for Details)		

CONTRACT PERIOD: This contract agreement covers the period from () through ().

The Louisiana Workforce Commission (hereinafter referred to as LWC) and the above listed Training Institution and Employer (hereinafter referred to jointly as Employer(s), Training Institution or Provider(s), Contractors, and/or Consortium) do hereby enter into this contract. This contract is in accordance with the Louisiana State Employment Security Law, (La. R.S. 23:1514) which authorized the Workforce Development Training Account to be used solely and exclusively to fund customized training for businesses operating in Louisiana.

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 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.

PERFORMANCE OBJECTIVES:

During the contract period, Contractors performance will be measured by the following Performance Objectives:

- _____ 1. **Completed Trainings:** This objective represents the number of participants reported and verified by the employer and/or training institution as having successfully completed all classes, courses, seminars, etc., as provided in the IWTP contract/application. Successful delivery of all classes, courses, seminars, etc. and a participant's updated job skills must be verified by the employer.
- _____ 2. **Job Creation:** This objective represents the number of ***additional jobs created*** and subsequently filled as a result of employees who participate in IWTP training and who are subsequently promoted to higher-level positions as a result of their participation in IWTP training.
- _____ 3. **Job Retention:** This objective represents the number of ***jobs retained*** as a result of an employee's participation in the IWTP program, including the number of jobs that were not lost, as a result of participant receiving IWTP training.
- _____ 4. **Participant Average Wage Increase:** This objective represents the average wage increase for persons for whom a wage increase was the intended outcome, as provided in the IWTP application.

A contract will be considered successful if the average of all performance objectives combined meets or exceeds 75%. In calculating the overall percentage of completion, the maximum percentage for each performance objective will not exceed 100%. It is the responsibility of the employer(s) and training provider(s) to advise LWC in advance if contract terms are insufficient to complete contract objectives (Refer to Re-budgeting and/or Amendment Sections, I and II). LWC shall retain the right to withhold funds awarded, modify the terms and conditions of this award, and reclaim disbursed funds from the awardee(s) commensurate with unmet performance objectives and the foregone benefits to the state.

SUMMARY OF LINE ITEM COSTS

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SCOPE OF WORK

The responsibilities of the Employer(s) and Training Institution(s) are described in the attached “Incumbent Worker Training Program (IWTP), Workforce Development Training Fund, Training Award Application.” the entirety of which is incorporated herein. To the extent there are any variances between said application and this document the terms of this document shall prevail.

TERMS AND CONDITIONS

I. RE-BUDGETING

The Training Institution is permitted to re-budget up to a maximum of 10% of the total obligation award per year among approved line item categories to meet unanticipated requirements, provided that:

1. The expenditure shall be justified as necessary for the successful continuation and/or completion of the project.
2. Funds are re-budgeted only in those line items that were approved in the original application.
3. The re-budgeting does not contravene any funding stipulation in the contract.
4. The Training Institution shall obtain prior approval from the Employer, using an established method.
5. At a minimum, the Employer approval referenced in #4 above shall include:
 - a. A written justification;
 - b. A revised budget clearly denoting the categories from which and to which the funds were transferred;
 - c. Signatures of the appropriate Training Institution and Employer(s) officials.
6. A signed copy of each Employer approval shall be promptly forwarded to LWC within five (5) working days of approval, to the LWC IWTP Program Manager.

Any request: (1) to pay additional compensation; (2) to purchase equipment not approved in the original application, unless the equipment re-budgeting request involves no more than a change in make or model number; or (3) to re-budget project funds in excess of **10%** of the total obligation award per year, shall adhere to the same procedures outlined above, except that **prior final approval** shall be obtained from the LWC IWTP Program Manager.

No re-budgeting will be allowed during the last **90 calendar days prior to the contract ending date**. Failure to follow the procedure as outlined may result in disapproval of the request.

II. AMENDMENTS

Amendments are changes to the ending date of the contract, the total obligation amount, the Employer(s) or Training Institution(s) identification or ownership information and/or any substantial changes to programmatic work in previously approved services provided. Substantial changes to programmatic work shall mean changes that affect the overall nature or character of training services being provided or received. Any modification to the contract requires a written amendment, which must be signed by all parties and approved by LWC. The terms and conditions of the original contract shall remain in effect until LWC has approved an amendment. No amendment will be allowed during the last **90 calendar days prior to the contract ending date**. No changes to the performance objectives in the contract will be allowed during the last **180 calendar days prior to the original contract ending date**. For changes in the total obligation amount and/or substantial changes to services provided, LWC may require an updated application form to be submitted. Failure to follow the procedure as outlined may result in disapproval of the request.

III. RECORDS, REPORTS, DOCUMENTS; OWNERSHIP

The Training Institution will submit to LWC **Quarterly Reports** on a form approved by LWC describing progress toward the performance objectives specified in this contract. **Quarterly Reports** are due **15 calendar days** after each calendar quarter. Quarterly Report information provided on participants will include names, addresses and individual identification numbers as required by LWC. All reported information will be held privileged and confidential according to La. R.S. 23:1660 (Privacy Act). Failure to submit completed quarterly and customer satisfaction reports and invoices on a timely basis may result in either payments to a training institution being withheld or termination of this contract, and if necessary and appropriate, reclaiming of disbursed funds.

All records, reports, documents, and other material related to this contract, including documents prepared by Employer(s) and/or Training Institution(s) in connection with the performance of the services contracted for herein, shall become the property of LWC, and shall, upon request, be returned by the Employer(s) and Training Institution(s) to LWC at the Employer's and/or Training Institution(s)' expense, at termination or expiration of this contract.

In order to fulfill the employer contribution commitment as stated in the approved application, Employers must establish methods to document and track Employer contributions as they are delivered. Employers must ensure that, upon request, all records and documentations of Employer contributions are made available for review by any designated Federal, State or LWC staff member. The LWC Monitoring Unit will review and verify Employer contributions and documentation during the required on-site monitoring reviews.

Employer(s) and Training Institution(s) must maintain all records pertaining to this contract for a period of three years after the date of final payment.

IV. TAXES

The Training Institution hereby agree that the responsibility for payment of taxes from the funds thus received under this contract and/or legislative appropriation shall be the Training Institution's obligation and identified under Federal Tax Identification Number _____ (Insert Here).

Contractors are responsible for ensuring the filing of all applicable tax returns and reports and the payment of all taxes, interest, penalties, and fees owed to the state and collected by the Louisiana Department of Revenue. Contractors hereby attests to their current and/or prospective compliance, and agrees to provide their seven-digit LDR Account Numbers to the State so that the prospective Contractors' tax payment compliance status may be verified. The prospective Contractors 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. The Louisiana Workforce Commission reserves the right to withdraw its consent to this contract without penalty and proceed with alternate arrangements should it be determined that the Contractors and any Sub-contractors has failed to ensure filings and resolve any identified apparent outstanding tax compliance discrepancies with the Louisiana Department of Revenue within seven (7) days of such notification.

V. ASSIGNMENT

Employer(s) and Training Institution(s) 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 LWC. Contractors may assign or transfer any interest in this contract to either Contractor's parent company or to an affiliate company that succeeds to the business, or employer(s) and Training Institution(s) contemplated herein, provided, further, that such assignment or transfer to either contractor's parent company or to an affiliate company that succeeds to the business or contractor contemplated herein meets all eligibility requirements for this program. Any such assignments will be executed by a written amendment signed by all parties and approved by LWC.

Claims for money due or to become due to Employer(s) and Training Institutions(s) from LWC may be assigned to a bank, trust company, or another financial institution without such prior written approval. Notice of such assignment or transfer shall be furnished promptly to LWC.

VI. USE OF FUNDS

A. ELIGIBLE TRAINING COSTS

Funds received as a result of this contract may be used only for reasonable costs in support of those IWTP activities that are specified in the contract award.

Eligible training costs may include the following:

1. Wages: Wages for instructors and training coordinators employed by the applicant or training provider, Louisiana public and/or private school tuition, contracts for vendor trainers, and/or training seminars;
2. Travel: Travel Costs (limited to no more than 30 percent of the total training award) for trainers, training coordinators (company and training provider), and travel for trainees. Travel expenses reimbursable under this agreement must comply with Louisiana Travel Regulations, Policy and Procedural Memorandum (PPM 49);
3. Material and Supply Costs: Training textbooks and manuals, audio/visual materials, skills assessment (documents or services to determine training needs), raw materials (for manufacturing and new employee on-the-job training), Computer Based Training (CBT) software; and
4. Other Costs: Facility rental associated with the training contract and fees or service costs incurred by the monitoring entity associated with the contract to monitor the training.

B. INELIGIBLE TRAINING COSTS

IWTP funds may not be used for the following activities, items or expenditures:

1. Trainee wages and fringe benefits;
2. Non-consumable tangible property (e.g., equipment, calculators, furniture, classroom fixtures, non-Computer Based Training (CBT) software), unless such property will be owned by a public training provider at the conclusion of the training contract;
3. Out-of-state publicly supported and/or private schools;
4. Employee handbooks;
5. Scrap produced during training;
6. Food, refreshments, and
7. Awards.

VII. PAYMENTS

This contract is not effective and payment will not be made until approval of the Secretary or his/her designee in accordance with La. R.S. 39:1502. Upon completion of training activities to the reasonable satisfaction of LWC, LWC hereby agrees to pay the Training Institution the maximum sum of contract. **Contractors understand and agree that any work performed under this contract prior to the approval of LWC is performed at the risk of the Training Institution(s) and Employer(s).** Should LWC approval of the contract not be obtained, payment for any work performed by the provider may not be rendered by the State.

- A. Invoicing** - The Training Institution will submit invoices to LWC, a minimum of once per quarter, with appropriate supporting documentation, on a form approved by LWC, indicating the amount and purposes of the payments made on behalf of this training program. Invoices shall not exceed the approved Line Item Budget-Cost Categories, as specified in the "Budget Summary". Subject to the Contractors compliance with this Section and Section III, Records, Reports, Documents; Ownership, invoices will be eligible for reimbursement at **100%**; however, total contract reimbursements shall not exceed **90% of the total grant amount** until the Performance Objectives" referenced herein have been met. Upon successfully meeting or exceeding the stated Performance Objectives

referenced herein, the remaining **10% of the grant award** will be made available for reimbursement.

1. LWC will not withhold award funds or reclaim disbursed funds from any party to this contract should another party fail to meet its performance objectives. LWC will not hold the Training Institution financially responsible for the failure of an Employer to meet its specified performance objectives. LWC will not hold the Employer responsible for the failure of the Training Institution to meet its performance objectives.
 2. If both parties perform according to the standards of the contract or subsequent amendment to the contract, without receiving written notification that deficiencies have been noted that would jeopardize payment of the final 10% of the contract award, LWC will reimburse the final 10% of the funds according to the regular reimbursement procedures. If one of the parties fail to perform as specified in the contract, LWC may withhold from that party a proportionate and appropriate amount of the final 10% of the award until the contract requirements have been met.
 3. LWC reserves the right to withhold payments for costs for training that did not occur as scheduled in the IWTP contract/application.
 4. Training costs for which adequate documentation has not been provided may be questioned and **may ultimately become disallowed costs** if the appropriate documentation is not provided in a timely manner. Such costs will not be reimbursed by LWC.
- B. Closeout** - At the end of the contract period, the Training Institution shall submit to LWC a closeout package, which includes an invoice marked “**FINAL**”, reflecting all costs related to the contract. The closeout package must be received by LWC **within 30 calendar days after the ending date of the contract**. Failure to submit a closeout package may result in suspension of payments due under this contract and/or denial of any future contracts. **All invoices associated with this grant shall be submitted to LWC with appropriate supporting documentation within 30 calendar days of the expiration of this contract to be considered for payment. LWC shall not be liable for any invoices submitted after such time.** (See also Section XVIII. – CLOSEOUT PROCEDURES).

VIII. REPAYMENT OF COSTS:

- A. Disallowed Costs** – The Employer(s) and Training Institution(s) shall, within a period not to exceed 30 days, repay LWC for any costs that have been disallowed. Failure to repay a disallowed cost may result in the suspension of remaining payments due under this contract and/or failure to obtain approval for any future contracts. Disallowed costs are those costs paid by LWC that do not comply with the contract and/or governing laws.

All repayment of disallowed costs shall be by **check**, with attached documentation identifying and referencing the disallowed costs. The use of IWTP funds or matching credits for all or part of the repayment of disallowed costs is not permitted. Repayments will be deposited in the IWTP Fund and will not be credited as funds available under this contract.

- B. Refunds** – The Training Institution shall apply a refund policy approved by LWC for participants that have dropped or failed to complete classes/courses as scheduled. In the event, LWC has funded training for a participant that has dropped and a refund applies, the Training Institution must refund LWC.

IX. APPEAL RIGHTS

Pursuant to La. R.S. 23:1514: In the event LWC decides to withhold award funds, modify the terms and conditions of an award, or reclaim disbursed funds from the Training Provider or Employer(s), LWC shall provide notice of such determination to the Training Institution and Employer(s) within three working days of such decision. The Training Institution and/or Employer may appeal an adverse decision made by LWC by providing written notice of objection to the LWC Secretary within **five (5) working days** of receipt of the adverse decision. If a request for an appeal is made, the appellant shall submit documentation to support the appeal within **ten (10) working days** after forwarding notice of the appeal. The Secretary shall review the evidence submitted and render a written decision within **twenty (20) working days** after receiving notice of the appeal. If no appeal is filed within the applicable time period, the decision of LWC shall become final. If after review of the appeal, the Secretary renders a decision that is adverse to the appellant, then the matter may be submitted to the Office of the Governor for resolution.

X. AUDITING

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

XI. MONITORING PLAN

LWC will monitor the contract by means of a quarterly review of activities and an on-site monitoring review once each year during the term of the contract. The on-site review will encompass all aspects of the contract including financial and administrative procedures, progress of participants during and after training, suitability of facilities, and employer contributions.

The LWC reserves the right to review and monitor in whole or part any subcontract or third-party agreement entered into utilizing IWTP funds.

XII. TERMINATION OF CONTRACT

This contract may be terminated by either party upon thirty (30) day written notice. LWC may amend or terminate this contract due to budgetary reductions or changes in funding priorities by LWC upon thirty (30) day written notice.

LWC may terminate this contract for cause based upon the failure of the Employer(s) and/or Training Institution(s) to comply with the terms and/or conditions of the contract, provided that LWC gives the Employer(s) and Training Institution(s) written notice specifying the failure. If within thirty (30) days after receipt of such notice, the Employer(s) and Training Institution(s) 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, LWC may, at its option, place the Employer(s) and Training Institution (s) in default, and the contract shall terminate on the date specified in such notice. The Employer(s) and Training Institution(s) may exercise any rights available to them under Louisiana Law to terminate for cause upon the failure of LWC to comply with the terms and conditions of this contract provided that the Contractors shall give LWC written notice specifying LWC's failure and a reasonable opportunity for LWC to cure the defect.

Should any party to this contract default or fail to perform an obligation under this contract, or should there arise a claim or controversy arising out of this contract, and if the parties are unable to resolve the default, claim, or controversy by mutual agreement, the claims of the parties to this contract shall be submitted to the Commissioner of Administration, who shall issue a written decision within one hundred twenty days of a written request for a final decision. The decision of the Commissioner of Administration shall be final and conclusive unless fraudulent, or unless Employer(s) and Training Institution(s) institute suit pursuant to R.S. 39:1672.2 – 1672.4.

If the Contractors fail 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 State, then, upon notice to the Contractor, the State 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.

XIII. EQUIPMENT/SUPPLIES/MATERIALS/FURNITURE

In order to be reimbursed, all equipment, classroom furniture and fixtures, supplies and materials must be ordered and received within a timeframe that allows for reasonable use of such within the contract period. Equipment and classroom furniture and fixtures purchased with funds provided through this contract shall be tagged as Incumbent Worker Training Program (IWTP) equipment and must be used for IWTP purposes consistent with this contract. The Training Institution shall maintain inventory control records and have full responsibility for equipment and classroom furniture and fixtures purchased with IWTP funds. Equipment and classroom furniture and fixtures purchased for training by a public training institution shall become the property of the public training institution unless the contract is terminated under the "Termination of Contract" clause.

XIV. TRAVEL

Travel expenses will be documented and will be reimbursed in accordance with Louisiana Division of Administration, Policy and Procedure Memorandum 49 (State Travel Regulations). Travel expenses shall not exceed 30% of total contract amount.

XV. DISCRIMINATION CLAUSE

The Contractors agrees to abide by the requirements of the following nondiscrimination and equal opportunity provisions of the following laws, as applicable: Section 188 of the Workforce Innovation and Opportunity Act of 2014 (WIOA), as amended, which prohibits discrimination against all individuals in the United States on the basis of race, color, religion, sex, national origin, age, disability, political affiliation or belief, and against beneficiaries on the basis of either citizenship/status as a lawfully admitted immigrant authorized to work in the United States or participation in any WIOA Title I financially assisted program or activity, including Title VI and Title VII of the Civil Rights Act of 1964, as amended; the Equal Employment Opportunity Act of 1972, as amended; the Nontraditional Employment for Women Act of 1991, as amended; Federal Executive Order 11246; Section 504 of the Rehabilitation Act of 1973, as amended; the Vietnam Era Veteran's Readjustment Assistance Act of 1974, as amended; Title IX of the Education Amendments of 1972, as amended; the Age Discrimination Act of 1975, as amended; Americans with Disabilities Act of 1990, as amended; the Fair Housing Act of 1968, as amended, and all applicable requirements imposed by or pursuant to regulations implementing those laws, including but not limited to 29 CFR Part 37.

Further, in accordance with the Civil Rights Statutes for the State of Louisiana, the Contractors assures that they will not discriminate in its employment practices and will render services under this contract without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, veteran status, political affiliation, or disability or age in any matter relating to employment.

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

XVI. SUBCONTRACTORS AND/OR THIRD PARTY AGREEMENTS

A. Monitoring:

The primary Training Institution is responsible for on-going monitoring of progress and performance on all subcontracts and third party agreements.

B. Contract Content:

All subcontracts and agreements entered into by sub-contractor(s) and Training Institution(s) utilizing IWTP funding, with the exception of lease and space agreements, shall contain at a minimum the following information:

1. Name, address and federal identification number of the contractor or third party;
2. Description of the services to be offered;
3. Fee to be charged;
4. Class size;
5. Amount of advance notice required by the subcontractor to schedule, postpone or cancel training;
6. Cancellation clause;
7. Provision requiring the subcontractor to pay all applicable taxes;
8. Provision allowing for the review of records by any designated federal, state or LWC staff person; and
9. Monitoring Plan indicating frequency and substance of reporting and supporting documentation.

Leases for space/training facilities shall contain:

1. Name, and address of lessor and lessee;
2. Description of the space leased, including the square footage and address;
3. Fee to be charged;

4. Starting and ending date of the lease contract;
5. Signature of both parties; and
6. Cancellation clause.

XVII. ASSURANCES

In administering this program, the Training Institution(s) and Employer(s) shall:

1. Establish and adhere to an appropriate system for the **award and monitoring** of subcontracts which contains acceptable standards for ensuring accountability;
2. Enter into written subcontracts that establish clear goals and obligations in unambiguous terms;
3. Act with due diligence to monitor the implementation of subcontracts, including carrying out appropriate monitoring activities;
4. Take prompt and appropriate corrective action upon becoming aware of any evidence of violation of the regulations, inadequate procedures, erroneous records, poor performance or failure to make adequate progress toward achievement of contract goals;
5. Establish a method to assure adequate student participation in training classes and seminars as shown in the IWTP application and assurance that excessive costs will not be incurred as a result of lack of attendance in scheduled training events.
6. Distribute forms to all participants regarding policy and procedure for suspected fraud.

XVIII. CLOSEOUT PROCEDURES

At the end of each Contract Period, the Training Institution shall submit a Closeout Package, which must be received by LWC within **30 calendar days after the ending date of the contract**.

The Closeout Package shall include, but not be limited to, an invoice marked "**FINAL**" and reflecting all costs related to the contract, a **final Quarterly Report**, and written confirmation certifying the **last date of training**.

Failure to submit a Closeout Package may result in the suspension of payments due under this contract and/or denial of any future contracts.

All invoices associated with this grant shall be submitted to LWC with appropriate supporting documentation within 30 calendar days of the expiration of this contract to be considered for payment. LWC shall not be liable for any invoices submitted after such time.

XIX. 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, special terms and conditions, and specifications listed in the RFP(if applicable); 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.

XX. COMMISSIONER'S STATEMENTS

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

XXI. CONTRACTOR'S COOPERATION

The Contractors have 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 Contractors shall not limit or impede the State's right to audit, nor shall Contractors withhold State owned documents.

XXII. CONTINUING OBLIGATION

Contractors have 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 the contract and debarment from future contracts.

XXIII. ELIGIBILITY STATUS

Contractors, and each tier of Subcontractors, shall certify that it is not on the List of Parties Excluded from Federal Procurement or Non-procurement Programs promulgated in accordance with E.O.s 12549 and 12689, "Debarment and Suspension," as set forth at 24 CFR part 24.

XXIV. 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(s) 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.

The State reserves the right to terminate this contract if any Contractor, or any Subcontractor, engages in a boycott of Israel during the term of this contract.

XXV. 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.

XXVI. CODE OF ETHICS

Contractors 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 Contractors in the performance of services called for in this contract. The Contractors agree to immediately notify the State if potential violations of the Code of Governmental Ethics arise at any time during the term of this contract.

XXVII. CONFIDENTIALITY

All financial, statistical, personal, technical and other data and information relating to the State's operation which are designated confidential by the State and made available to the Contractors in order to carry out the contract, or which become available to the Contractors in carrying out the contract, shall be protected by the Contractors from unauthorized use and disclosure through the observance of the same or more effective procedural requirements as are applicable to the State. The identification of all such confidential data and information as well as the State's procedural requirements for protection of such data and information from unauthorized use and disclosure shall be provided by the State in writing to the Contractors. If the methods and procedures employed by the Contractors for the protection of the Contractors' data and information are deemed by the State to be adequate for the protection of the State's confidential information, such methods and procedures may be used, with the written consent of the State, to carry out the intent of this paragraph. The

Contractors 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 Contractors' possession, is independently developed by the Contractors outside the scope of this contract, or is rightfully obtained from third parties.

Under no circumstance shall the Contractors discuss and/or release information to the media concerning this project without prior express written approval of LWC.

XXVIII. DUTY TO DEFEND

Upon notice of any claim, demand, suit, or cause of action against the State, alleged to arise out of or be related to this contract, Contractors 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 State may, but is not required to, consult with or assist the Contractor, but this assistance shall not affect the Contractors, obligations, duties, and responsibilities under this section. Contractors shall obtain the State's written consent before entering into any settlement or dismissal.

XXIX. LIABILITY AND INDEMNIFICATION

29.1 Contractor's Liability

Contractors shall be liable without limitation to the State 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 Contractor, its owners, agents, employees, partners or subcontractors.

29.2 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 the contract.

Contractors 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 State be liable for incidental, indirect, special, or consequential damages; lost profits; lost revenue; or lost institutional operating savings.

29.3 Indemnification

Contractors shall fully indemnify and hold harmless the State, 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 Contractors, their owners, agents, employees, partners or subcontractors. The Contractors shall not indemnify for the portion of any loss or damage arising from the State's act or failure to act.

29.4 Intellectual Property Indemnification

Contractors shall fully indemnify and hold harmless the State, 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(s), at its sole expense, shall submit information and documentation, including formal patent attorney opinions, as required by the State.

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, 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 State 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 State monetary compensation for all payments made under the 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 State'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 Contractor; or, iii) use of the product, material or service in other than the specified operating conditions and environment.

XXX. INSURANCE REQUIREMENTS

Contractors shall purchase and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractors, its agents, representatives, employees or subcontractors.

The Contractors shall furnish the State with certificates of insurance effecting coverage(s) required by this contract in accordance with the 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 State before work commences. The State reserves the right to require complete certified copies of all required policies, at any time. The Contractor shall maintain the insurance as specified shown in the Insurance Requirements for Contractors. Failure to comply shall be grounds for termination of the contract.

A. MINIMUM SCOPE AND LIMITS OF INSURANCE (Private Contractors)

1. Workers Compensation

Workers Compensation insurance shall be in compliance with the Workers Compensation law of the State of the Contractor's headquarters. Employers Liability is included with a minimum limit of \$1,000,000 per accident/per disease/per employee. If work is to be performed over water and involves maritime exposure, applicable LHWCA, Jones Act, or other maritime law coverage shall be included. A.M. Best's insurance company rating requirement may be waived for workers compensation coverage only.

2. Commercial General Liability

Commercial General Liability insurance, including Personal and Advertising Injury Liability and Products and Completed Operations, shall have a minimum limit per occurrence of \$1,000,000 and a minimum general annual aggregate of \$2,000,000. The Insurance Services Office (ISO) Commercial General Liability occurrence coverage form CG 00 01 (current form approved for use in Louisiana), or equivalent, is to be used in the policy. Claims-made form is unacceptable.

3. Automobile Liability

When utilizing automobiles and other vehicles in the performance of services, Automobile Liability Insurance shall be required and have a minimum combined single limit per accident of \$1,000,000. ISO form number CA 00 01 (current form approved for use in Louisiana), or equivalent, is to be used in the policy. This insurance shall include third-party bodily injury and property damage liability for owned, hired and non-owned automobiles.

4. Professional Liability (Errors and Omissions)

Should services where errors and/omissions may be made by Contractors in performing the work which can cause harm or damages, the minimum limit of coverage shall be \$1,000,000 or \$3,000,000 for high cost projects. Professional Liability (Error & Omissions) insurance, which covers the professional errors, acts, or omissions of the Contractor, shall have a minimum limit of \$1,000,000. Claims-made coverage is acceptable. The date of the inception of the policy must be no later than the first date of the anticipated work under this contract. It shall provide coverage for the duration of this contract and shall have an expiration date no earlier than 30 days after the anticipated completion of the contract. The policy shall provide an extended reporting period of not less than 24 months, with full reinstatement of limits, from the expiration date of the policy.

5. **Cyber Liability**

If the Contractor will house State information or records on a Contractor's controlled network and will access fewer than one million records, coverage of \$1,000,000 per claim is necessary. If the Contractor will access between one and five million records, coverage in the amount of \$5,000,000 per claim is necessary. Cyber liability insurance, if applicable, including first-party costs, due to an electronic breach that compromises the State's confidential data shall have a minimum limit per occurrence of \$1,000,000. Claims-made coverage is acceptable. The date of the inception of the policy must be no later than the first date of the anticipated work under this contract. It shall provide coverage for the duration of this contract and shall have an expiration date no earlier than 30 days after the anticipated completion of the contract. The policy shall provide an extended reporting period of not less than 36 months from the expiration date of the policy, if the policy is not renewed.

B. DEDUCTIBLES AND SELF-INSURED RETENTIONS

Any deductibles or self-insured retentions must be declared to and accepted by LWC. The Contractor shall be responsible for all deductibles and self-insured retentions.

C. OTHER INSURANCE PROVISIONS

The policies are to contain, or be endorsed to contain, the following provisions:

1. **Commercial General Liability and Automobile Liability Coverages**

- a. The Agency, its officers, agents, employees and volunteers shall be named as an additional insured as regards negligence by the Contractor. ISO Forms CG 20 10 (for ongoing work) AND CG 20 37 (for completed work) (current forms approved for use in Louisiana), or equivalents, are to be used when applicable. The coverage shall contain no special limitations on the scope of protection afforded to the State.
- b. The Contractor's insurance shall be primary as respects the Agency, its officers, agents, employees and volunteers for any and all losses that occur under the contract. Any insurance or self-insurance maintained by the Agency shall be excess and non-contributory of the Contractor's insurance.

2. **Workers Compensation and Employers Liability Coverage**

To the fullest extent allowed by law, the insurer shall agree to waive all rights of subrogation against LWC, its officers, agents, employees and volunteers for losses arising from work performed by the Contractor for LWC.

3. **All Coverages**

- a. All policies must be endorsed to require 30 days written notice of cancellation to LWC. Ten-day written notice of cancellation is acceptable for non-payment of premium. Notifications shall comply with the standard cancellation provisions in the Contractor's policy. In addition, Contractor is required to notify LWC of policy cancellations or reductions in limits.
- b. The acceptance of the completed work, payment, failure of LWC to require proof of compliance, or LWC's acceptance of a non-compliant certificate of insurance shall release the Contractor from the obligations of the insurance requirements or indemnification agreement.
- c. The insurance companies issuing the policies shall have no recourse against LWC for payment of premiums or for assessments under any form of the policies.
- d. Any failure of the Contractor to comply with reporting provisions of the policy shall not affect coverage provided to LWC, its officers, agents, employees and volunteers.

D. ACCEPTABILITY OF INSURERS

1. All required insurance shall be provided by a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located. Insurance shall be placed with insurers with an A.M. Best's rating of **A-: VI or higher**. This rating requirement may be waived for workers compensation coverage only.
2. If at any time an insurer issuing any such policy does not meet the minimum A.M. Best rating, the Contractor shall obtain a policy with an insurer that meets the A.M. Best rating and shall submit another Certificate of Insurance within 30 days.

E. VERIFICATION OF COVERAGE

1. Contractor shall furnish LWC with Certificates of Insurance reflecting proof of required coverage. 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 LWC before work commences and upon any contract renewal or insurance policy renewal thereafter.

The Certificate Holder shall be listed as follows:

State of Louisiana
1201 North 3rd St, Baton Rouge, LA 70802
Contract: Incumbent Worker Training Program

2. In addition to the Certificates, Contractors shall submit the declarations page and the cancellation provision for each insurance policy. LWC reserves the right to request complete certified copies of all required insurance Policies at any time.
3. Upon failure of the Contractor to furnish, deliver and maintain required insurance, this contract, at the election of LWC, may be suspended, discontinued or terminated. Failure of the Contractors to purchase and/or maintain any required insurance shall not relieve the Contractors from any liability or indemnification under the contract.

F. SUBCONTRACTORS

Contractors shall include all subcontractors as insureds under its policies OR shall be responsible for verifying and maintaining the Certificates provided by each subcontractor. Subcontractors shall be subject to all of the requirements stated herein. LWC reserves the right to request copies of subcontractor's Certificates at any time.

G. WORKERS COMPENSATION INDEMNITY

In the event that Contractor are not required to provide or elects not to provide workers compensation coverage, the parties hereby agree that Contractor, its owners, agents and employees will have no cause of action against, and will not assert a claim against, the State of Louisiana, its departments, agencies, agents and employees as an employer, whether pursuant to the Louisiana Workers Compensation Act or otherwise, under any circumstance. The parties also hereby agree that the State of Louisiana, its departments, agencies, agents and employees shall in no circumstance be, or considered as, the employer or statutory employer of Contractor, its owners, agents and employees. The parties further agree that Contractors are wholly independent contractors and is exclusively responsible for its employees, owners, and agents. Contractors hereby agrees to protect, defend, indemnify and hold the State of Louisiana, its departments, agencies, agents and employees harmless from any such assertion or claim that may arise from the performance of this contract.

XXXI. 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 State 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.

THUS DONE AND SIGNED on the month, day and year shown below.

(INSERT NAME OF EMPLOYER)

(Insert Signer's Name)	Date
Signer's Title:	
Tax Identification Number:	
LDR Number:	

THUS DONE AND SIGNED on the month, day and year shown below.

(INSERT NAME OF TRAINING INSTITUTION)

(Insert Signer's Name) **Date**

Signer's/Title:

Tax Identification Number:

LDR Number:

Employer Name/Training Provider Name

THUS DONE AND SIGNED on the month, day and year shown below.

**STATE OF LOUISIANA
LOUISIANA WORKFORCE COMMISSION**

Susana Schowen
Secretary

Date