**CONTRACT CHECKLIST (BOR)**

Contractor: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Contract #: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Total of Contract: \_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date: \_\_\_\_\_\_\_\_\_\_\_\_\_

**Attachments required by Office of Contractual Review for Contract Submission:**

\_\_\_\_\_1. Certification letter (to file), if contract is over $5,000. Certification letter (to OCR), if contract is over $20,000.

\_\_\_\_\_2. Civil Service approval if contract is over $20,000 and longer than 6 months duration unless exempt. See exemptions at:

 [*http://www.civilservice.louisiana.gov/Divisions/EmployeeRelations/Contracts.aspx*](http://www.civilservice.louisiana.gov/Divisions/EmployeeRelations/Contracts.aspx)*.*

\_\_\_\_\_3. Multi‑year letter, if contract exceeds 12 months.

\_\_\_\_\_4. Late letter, if contract > 60 days after begin date **OR** if coop < 45 days prior to begin date

 (n/a to amendments).

\_\_\_\_\_5. Signed BA‑22 form.

\_\_\_\_\_6. Board Resolution, if contractor is a corporation, either profit or non-profit.

\_\_\_\_\_7. Disclosure of Ownership affidavit which has been filed with the Secretary of State's Office if contractor is a for profit corporation. (Secretary of State #925-4704) [www.sec.state.la.us\comm\cforms\F-320.pdf](http://www.sec.state.la.us\comm\cforms\F-320.pdf)

 **NOTE: If a corporation’s stock is publicly traded, disclosure affidavit is not required.**

 **NOTE: If sole proprietor of co. - letterhead w/ sole owner stmt. & auth. to sign is required.**

\_\_\_\_\_8. Certificate of Authority to do business in La. if contractor is an out‑of‑state corporation.

 **NOTE: Out of State corp. performing less than 30 days work within La are exempt from**

 **Disclosure and Certificate of Authority requirements. Must execute Exemption Letter if**

 **applicable.**

\_\_\_\_\_9. Resume for Consultants (applicable to consulting contracts w/ individuals or sole proprietors.)

\_\_\_\_10. Advance payment justification from contractor and approval by the agency with a statement

 that this is the most cost effective way of obtaining the services and a repayment schedule.

 (Only required if advance payments are specified in contract.)

\_\_\_\_11. Cost Benefit Analysis if over $50,000 and > 6 months duration.(n/a to coop. endvrs. &

 interagency agreements). Retain in contract file.

\_\_\_\_12. Active vendor Number - ISIS information must match contract information for vendor.

\_\_\_\_13. Determination of Fair Compensation (n/a to coop. endeavors or competitively bid contracts)

 \*can be included in certification letter (see Certification Letter in sample contract documents)

**Minimum Contract Requirements**

\_\_\_\_\_1.Contains appropriate signatures of agency and contractor.

\_\_\_\_\_2.Contains appropriate approvals; i.e. Civil Service, Attorney General, etc.

\_\_\_\_\_3.Contains dates which contract is to begin and to terminate; if amendment, needs effective date

\_\_\_\_\_4.Contains a description of the work to be performed and objectives to be met.

\_\_\_\_\_5.Contains a maximum amount and schedule of payments to be made.

\_\_\_\_\_6.Contains an itemized budget if it is a cost reimbursement contract.

\_\_\_\_\_7.Contains a description of reports or other deliverables to be received, when applicable

\_\_\_\_\_8.Contains a schedule when reports or other deliverables are to be received, when applicable.

\_\_\_\_\_9.When a contract includes travel and/or other reimbursable expenses, it contains language

 to effect the following:

•a. Travel and other reimbursable expenses constitute part of the total maximum payable under the contract, or

•b. No more than ($\_\_\_\_\_\_\_\_\_) of the total maximum amount payable under this contract shall be paid as reimbursable expenses, and

•c. Travel expenses shall be reimbursed in accordance with Division of Administration Policy and Procedure Memorandum 49 (The State General Travel Regulations).

\_\_\_\_\_10.Contains the responsibility for payment of taxes, when applicable.

\_\_\_\_\_11.Contains the circumstances under which the contract can be terminated either with or without without cause and contains the remedies for default. Must contain 30 day termination at convenience of the state.

\_\_\_\_\_12. Contains an ownership clause.

\_\_\_\_\_13.Contains an assignability clause.

\_\_\_\_\_14. Contains a statement giving the Legislative Auditor and the Division of Administration

 Auditors the authority to audit records of the individual(s) or firm(s).

\_\_\_\_\_15. Contains amendments-in-writing clause

\_\_\_\_\_16. Contains required anti‑discrimination language (ADA & Exec. Order KBB 04-54).

\_\_\_\_\_17. Contains fiscal funding language.

\_\_\_\_\_18. Monitoring Plan and Utility of Final Product justification submitted by contracting agency.

\_\_\_\_\_19. Performance measures, goals & objectives. If a coop, a public purpose and comprehensive

 budget is also required.

**Contracts Let via Request for Proposals Process - RFP Contracts (Consulting Services for $50,000 or more; Social Services for $150,000 or more per year)**

In addition to above requirements, submitted contract file needs to include the following:

\_\_\_\_\_1. Selection memorandum signed by agency head.

\_\_\_\_\_2. Proof of Advertisement and notification on LaPac in accordance with RS 39:1503

* Copy of ad and invoice for ad
* Copy of LaPac confirmation email

\_\_\_\_\_3. Summary of grades, including costs for all proposals

\_\_\_\_\_4. Copies of individual grading sheets from each evaluator for each proposal, signed by the

 individual evaluator, if scoring was done individually, OR if consensus scoring was used, a

 statement to this effect should accompany the scoring summary.

\_\_\_\_\_5. List of Social Services Providers for Social Services RFPs.

\_\_\_\_\_6. Verification that most current Pre‑Qualified Offerers List was used for Consulting RFPs.

\_\_\_\_\_7. Copy of Request for Proposal.

\_\_\_\_\_8. Copy of the Winning Proposal.

\_\_\_\_\_9. Copy of the Award Letter and Letter(s) of Regret.

\_\_\_\_10. Contract itself must include “Entire Agreement” and “Order of Precedence” clauses.

\_\_\_\_11. Copy of questions submitted by potential proposers, and answers issued (if applicable).

\_\_\_\_12. For IT consulting contracts, an approved IT-10 if over $100,000 and required by the Office of

 Information Technology.

**Determination of Responsibility of Contractor:**

The following must be certified of the contractor within a Determination of Responsibility memo by using agencies (Agency Head or designee) for RFP awarded contracts:

\_\_\_\_\_1. Has adequate financial resources for performance, or has the ability to obtain such resources as required during performance.

\_\_\_\_\_2. Has the necessary experience, organization, technical qualifications, skills, and facilities, or has the ability to obtain them (including probable sub‑contractor arrangements).

\_\_\_\_\_3. Is able to comply with the proposed or required time of delivery or performance schedule.

\_\_\_\_\_4. Has a satisfactory record of integrity, judgment and performance.

**NOTE: Contractors who are seriously delinquent in current contract performance, considering the number of contracts and the extent of delinquencies of each, shall, in the absence of evidence to the contrary or compelling circumstances, be presumed to be unable to fulfill this requirement.**

\_\_\_\_\_ 5. Is otherwise qualified eligible to receive an award under applicable laws and regulations.

 \_\_\_\_\_6. If a contract for consulting services is for $50,000 or more, or for social services for $150,000 or more, the head of the submitting agency has prepared, signed and placed in the contract file a statement of the facts on which a determination of responsibility was based.

\_\_\_\_\_7.On subcontracting, it has been established that contractor's recent performance history indicates acceptable subcontracting systems; or, major subcontractors have been determined by the head of the submitting agency to satisfy standard.