Contract for Services Checklist

The Contract for Services is a University approved form. When using this form, or other University- approved forms, completing the following steps will assist in proper implementation and payment.

Prior to Entering into a Contract for Services

☐ Contractor has been evaluated for Independent Contractor Status

- To start the evaluation process, submit a completed **Independent Contractor Classification Checklist** and **Vendor Information Form** (substitute W9) to Accounts Payable via accounts-payable@boisestate.edu.
- Independent Contractor Approval is not authorization to begin services without a contract in place.

☐ Procurement & Vendor Services has been contacted for bidding approval

- If your contract is $10,000 or above, please verify that your contract is not subject to bidding by contacting the Procurement at 426-1283 for more information.

☐

Completing the Contract for Services:

☐ 1) Scope of Work details the services to be provided

☐ 2) Term of Contract

- CANNOT exceed one year
- Start Date CANNOT be prior to signature dates. Contractor cannot begin work until a fully executed contract is in place

☐ 3) Fee for Services – MUST choose only one

- Hourly/Event – both "Per Hour" and "Not to Exceed" MUST be completed. The "Not to Exceed" box does not constitute a properly executed contract
- Flat Fee – this is the TOTAL amount the contractor will be paid for the services as described under 1) Scope of Work

☐ Signatures:

- Only individuals who have been delegated signature authority by the VPFA office have the permission to sign on behalf of the University, and only up to certain amounts. To find out who has signature authority in your department, please contact the VPFA office at 426-1483 or the Office of the General Counsel (OGC) at 426-1203.
- Contracts which exceed Departments' signature authority should be signed by the CFO/VP. Contracts of this nature should be routed to the Office of the General Counsel with a completed Contract Routing Form.
- Services CANNOT begin until a Fully Executed Contract is in place.
- Boise State Standard Contract Terms and Conditions should be included with the contract and each page should be initialed by the Contractor and Authorized Signor.

Routing the Contract for Services:

If the Contract for Services meets the following criteria, it should be routed to the Office of the General Counsel:

- Contract is not on a Boise State University approved Standard Form.
- Boise State University approved Contract for Services Form has been revised, modified, or altered in any way, including the deletion of any terms and conditions or the addition of terms and conditions through a scope of work.
- Contract exceeds department's signature authority amount.
- The cumulative total of the contract is indeterminate and/or addendums/amendments cause the original contract to exceed designated signature authority.

To Route, submit the following documents online from the OGC website: generalcounsel.boisestate.edu

- Fill out online Contract Routing form.
- Contract from vendor or revised Contract for Services form.
- Copy of Independent Contractor verification Email from Accounts Payable.
- Copy of Procurement & Vendor Services ($10,000 & over) verification Email if applicable.
- Copy of Risk Management Email (waiving #18) if applicable.

BOISE STATE UNIVERSITY
CONTRACT FOR SERVICES

THIS AGREEMENT, is made and entered into by and between Boise State University, hereinafter referred to as "BSU," with its principal offices located at 1910 University Drive, Boise, ID 83725 and hereinafter referred to as "Contractor," with its principle offices located at

WITNESSETH: That the Parties hereto, for and in consideration of the covenants, conditions, agreements, and stipulations set forth herein, do hereby agree as follows:

1) **Scope of Work to be provided by Contractor (Provide DETAILED description of the services to be provided. Attach additional pages if necessary.)**

2) **Term of Contract (Must not exceed one year)**
   Start Date:
   End Date:

3) **Fee for services:**

   ☐**Flat Fee $**
   ☐ **$ Per ☐ hour OR ☐ event, for a total amount not to exceed $**

4) **Contact for BSU:**

   Department:
   Name:
   Email:
   Phone:
   Funding Source(s) to be charged:

5) **Contact for Contractor**

   Name:
   Email:
   Phone:

The Boise State University Standard Contract Terms and Conditions (Nos. 1 – 21) are attached hereto and made a part of this Agreement by this reference.

IN WITNESS WHEREOF, the Parties have executed this Agreement hereto. The person signing on behalf of Contractor warrants that he/she has authority to bind Contractor to the terms and conditions contained herein.

BSU Department/Unit Head Signature

Date:

BSU Authorizing Signature

Date:

The "BSU Authorizing Signature" is a University official to whom the Vice-President of Finance and Administration has delegated signing authority that equals or exceeds the total amount of the Fee for Services and the Reimbursable Expenses. To determine who can sign this Agreement as the "Authorizing Signature," please contact the General Counsel's Office (x6-1203), your Director, or your Dean.

Contractor Signature

Date:

The following information must be completed to enable BSU to make any payment due under this agreement:

Name to appear on check:

BSU Supplier Number:

Address:

City, State, ZIP:

Contractor acknowledges and agrees that if Contractor is unable to provide to BSU a current US taxpayer ID, BSU shall reduce payments due hereunder by whatever tax withholdings it may deem necessary in accordance with current tax guidelines.

BOISE STATE UNIVERSITY STANDARD CONTRACT TERMS AND CONDITIONS

1. **Notices**: Any notice under the terms and provisions of this Agreement shall be in writing and shall become effective on the third day after it is deposited in the United States mail, with proper postage prepaid, addressed to the party at the address appearing above or to such other addresses as the party may from time to time designate by notice in writing.
2. **Relationship**: The parties understand and agree that each is an independent contractor engaged in the operation of its own respective business, that neither party shall be considered to be the agent, master, or servant of the other party for any purpose whatsoever and that neither has any general authority to enter into any contract, assume any obligations, or to make any warranties or representations on behalf of the other. Contractor shall be solely and personally liable for all labor, taxes, insurance, required bonding and other expenses, except as specifically stated herein.
3. **Termination for Convenience**: Either party may cancel this Agreement upon twenty (20) days' advance written notice.
4. **Termination for Default**: BSU may terminate the Agreement when the Contractor has been provided written notice of default or non-compliance and has failed to cure the default or non-compliance within a reasonable time, not to exceed thirty (30) calendar days. If the Agreement is terminated for default or non-compliance, the Contractor will be responsible for any costs resulting from the BSU's placement of a new contract and any damages incurred by BSU. BSU, upon termination for default or non-compliance, reserves the right to take any legal action it may deem necessary including, without limitation, offset of damages against payment due.
5. **Governing Law**: This Agreement shall be construed in accordance with and governed by the laws of the State of Idaho. Any action to enforce the provisions of this Agreement shall be brought in State district court in Ada County, Boise, Idaho. In the event any term of this Agreement is held to be invalid or unenforceable by a court, the remaining terms of this Agreement will remain in force. Federal grants and contracts shall also comply with the provisions of OMB Circular A-21(j)32.
6. **Entire Agreement/Modification**: This Agreement shall be binding upon the parties hereto and their respective successors and assigns. This Agreement constitutes the full, complete, and entire Agreement between BSU and Contractor, and supersedes all prior understandings, agreements, or arrangements between the parties with respect to the subject matter hereof. No modification or amendment to this Agreement shall be valid unless it is made in writing signed by the authorized representatives of the parties.
7. **Method of Payment**: Payment for work under this Agreement will be initiated upon submission of a request for payment to the BSU contact person. By signing this agreement, and by submitting a request for payment to Boise State University, Contractor certifies that (i) the amount for which payment is requested is correct, just, and proper; (ii) the amount claimed is legally due to Contractor; (iii) no part of the amount for which payment is requested has been paid; (iv) the request for payment is only for performance in accordance with the terms and conditions of the parties' agreement; (v) the request for payment is made in good faith, and (vi) the documentation supporting this request for payment is accurate and complete to the best of Contractor's knowledge and belief.
8. **Anti-Discrimination/Equal Employment Opportunity Clause**: Acceptance of this Agreement binds the Contractor to the terms and conditions of Section 601, Title VI, Civil Rights Act of 1964, in that "No person in the United States shall, on the grounds of race, color, national origin, or sex, be excluded from participation in, be denied the benefits of, or be subject to discrimination under any program or activity receiving Federal financial assistance." In addition, "No otherwise qualified handicapped individual in the United States shall, solely by reason of his handicap, be excluded from the participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance" (Section 504 of the Rehabilitation Act of 1973). Furthermore, for contracts involving federal funds, the applicable provisions and requirements of Executive Order 11246 as amended, Section 402 of the Vietnam Era Veterans Readjustment Assistance Act of 1974, Section 701 of Title VII of the Civil Rights Act of 1964, the Age Discrimination in Employment Act of 1967 (ADEA), 29 USC Sections 621, et seq., the Age Discrimination Act of 1975, Title IX of the Education Amendments of 1972, U.S. Department of Interior regulations at 43 CFR Part 17, and the Americans with Disabilities Action of 1990, are also incorporated into this Agreement. The Contractor shall comply with pertinent amendments to such laws made during the term of the Agreement and with all federal and state rules and regulations implementing such laws. The Contractor must include this provision in every subcontract relating to this Agreement.
9. **Taxes**: BSU is generally exempt from payment of state sales and use taxes and from personal property tax for property purchased for its use. BSU is generally exempt from payment of federal excise tax under a permanent authority from the District Director of the Internal Revenue Service (Chapter 32 Internal Revenue Code [No. 82-73-0019K]). Exemption certificates will be furnished as required upon written request by the Contractor. If the Contractor is required to pay any taxes incurred as a result of doing business with BSU, it shall be solely and absolutely responsible for the payment of those taxes. If, after the effective date of this Agreement, an Idaho political subdivision assesses, or attempts to assess, personal property taxes not applicable or in existence at the time this Agreement becomes effective, BSU will be responsible for such personal property taxes, after reasonable time to appeal. In no event shall BSU be responsible for personal property taxes affecting items subject to this Agreement at the time it becomes effective.
10. **Indemnification**: Contractor shall defend, indemnify and hold harmless BSU from any and all liability, claims, damages, costs, expenses, and actions, including reasonable attorney fees, caused by or that arise from the negligent or wrongful acts or omissions of the Contractor, its employees, agents, or subcontractors under this Agreement that cause death or injury or damage to property or arising out of a failure to comply with any state or federal statute, law, regulation or act Contractor shall have no indemnification liability under this section for death, injury, or damage arising solely out of the negligence or misconduct of BSU.
11. **Subcontracting/Assignment**: Contractor shall not assign or subcontract any of its obligations under this contract without the advance written consent of BSU. Any unauthorized assignment shall be void. BSU shall have the right, but not the obligation, to terminate this Agreement without waiver of any other right or remedy, upon notice of Contractor's assignment or subcontract in violation of this section.
12. **Compliance with Law, Licensing and Certifications**: Contractor shall comply with ALL requirements of federal, state and local laws and regulations applicable to Contractor or to the services provided by Contractor pursuant to this Agreement. For the duration of the Agreement, the Contractor shall maintain in effect and have in its possession all licenses and certifications required by federal, state and local laws and rules.
13. **Use of the University's Name**: Contractor shall not, prior to, in the course of, or after performance under this Agreement, use BSU's name in any advertising or promotional media, including press releases, as a customer or client of Contractor without the prior written consent of BSU.
14. **Appropriation by Legislature Required**: BSU is a government entity and this Agreement shall in no way or manner be construed so as to bind or obligate BSU or the State of Idaho beyond the term of any particular appropriation of funds by the State's Legislature as may exist from time to time. BSU reserves the right to terminate this Agreement in whole or in part (or any order placed under it) if, in its sole judgment, the Legislature of the State of Idaho fails, neglects, or refuses to appropriate sufficient funds as may be required for BSU to continue such payments, or if the Executive Branch mandates any cuts or holdbacks in spending. All affected future rights and liabilities of the parties hereto shall thereupon cease within ten (10) calendar days after notice to the Contractor.
15. **Force Majeure**: Neither party shall be liable or deemed to be in default for any Force Majeure delay in shipment or performance occasioned by unforeseeable causes beyond the control and without the fault or negligence of the parties, including, but not restricted to, acts of God or the public enemy, fires, floods, epidemics, quarantine, restrictions, strikes, freight embargoes, or unusually severe weather, provided that in all cases the Contractor shall notify BSU promptly in writing of any cause for delay and BSU concurs that the delay was beyond the control and without the fault or negligence of the Contractor. The period for the performance shall be extended for a period equivalent to the period of the Force Majeure delay. Matters of the Contractor's finances shall not be a Force Majeure event.

16. **Restrictions and Warranties** – Illegal Aliens: Contractor acknowledges that this Agreement is subject to Executive Order 2006-40 [https://gov.idaho.gov/mediacenter/execorders/eo2009.htm]; it does not knowingly hire or engage any illegal aliens or persons not authorized to work in the United States; it takes steps to verify that it does not hire or engage any illegal aliens or persons not authorized to work in the United States; and that any misrepresentation in this regard or any employment of persons not authorized to work in the United States constitutes a material breach and shall be cause for termination of this Agreement.
17. **Official, Agent and Employees of BSU Not Personally Liable:** In no event shall any official, officer, employee or agent of BSU be in any way personally liable or responsible for any covenant or agreement herein contained whether expressed or implied, nor for any statement, representation or warranty made herein or in any connection with this Agreement.
18. **Insurance Requirements**: Contractor shall, at its sole cost and expense, procure and maintain throughout the term of this Agreement:
    - **Commercial General Liability Insurance** with limits not less than $1 million per occurrence for Property Damage and Bodily Injury Liability, including Products/Completed Operations Liability, Blanket Contractual Liability and Personal Injury Liability. If an annual aggregate is used each annual aggregate limit shall not be less than $2 million when applicable and will be endorsed to apply separately to each job site or location. This insurance must name as additional insureds Boise State University and the State of Idaho; and

    - **Automobile Liability Insurance** including non-owned and hired vehicles with limits not less than $1 million (CSL) for Property Damage and Bodily Injury. This insurance must name as additional insureds Boise State University and the State of Idaho; and

    - **Workers' Compensation and Employers' Liability Insurance** as follows:

        * **Workers' Compensation** – as required by State statute including occupational disease. - The contractor must provide either a certificate of workers' compensation insurance issued by a surety licensed to write workers' compensation insurance in the State of Idaho, as evidence that the contractor has in effect a current Idaho workers' compensation insurance policy, or an extraterritorial certificate approved by the Idaho Industrial Commission from a state that has a current reciprocity agreement with the Idaho Industrial Commission. The contractor shall exonerate, defend, indemnify and hold harmless Boise State University and the State of Idaho from and against, and assume full responsibility for, payment of all federal, state and local taxes or contributions imposed or required under unemployment insurance, social security, workers' compensation and income tax laws with respect to the contractor or contractor's employees engaged in performance under this Agreement.

        * **Employers' Liability** – with limits not less than:
            - Bodily Injury by Accident: $100,000 each accident
            - Bodily Injury by Disease: $100,000 each employee
            - Bodily Injury by Disease: $500,000 policy limit

    - **Professional Liability Insurance**: If professional services (i.e., consultants or professionals where license is required) are supplied to the University, Contractor shall maintain Professional Liability (Errors and Omissions) insurance covering claims made during the policy period and reported within three (3) years of the date of occurrence. Limit of liability shall not be less than $1,000,000.

    Prior to the commencement of the term of this contract, the contractor shall deliver or fax to the University certificate(s) of insurance with respect to ALL such insurance identified above in a form reasonably satisfactory to the University. The certificate(s) must contain a written provision that, should any of the above-described insurance policies be canceled or non-renewed before the expiration date thereof, Contractor must notify the University in writing, by certified or registered mail, receipt requested, at least thirty (30) days prior to any cancellation or non-renewal of any such insurance.
19. **Work for Hire**: Contractor hereby assigns to BSU or BSU's designee, for no additional consideration, all of Contractor's rights, including copyrights, in all deliverables and other works prepared by Contractor under this agreement. Contractor shall, and shall cause its employees and agents to, promptly sign and deliver any documents and take any actions that BSU reasonably requests to establish and perfect the rights assigned to BSU or its designee under this provision. BSU hereby grants to Contractor a nonexclusive royalty-free license to use the same rights solely for academic purposes. Such license shall not be assignable or sub licensable.
20. **Nonresident Aliens**: If the contractor is a nonresident alien individual, partnership or corporation, the contractor or his/her representative expressly covenants and agrees to cooperate fully with BSU's staff to provide necessary documentation to determine proper withholding, if any, of U.S. taxes from payment to contractor in accordance with Internal Revenue Code and the Federal Regulations promulgated there under. Nonresident alien contractors are subject to 30% tax withholding.
21. **Counterparts**: The Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.