



## Professional Services And Consulting Agreement

Lewis-Clark State College and

Agreement Title:

This Agreement ("Agreement") is entered into by and between Lewis-Clark State College (the "College"), located at 500 8th Avenue, Lewiston, ID 83501, and \_\_\_\_\_ (the "Contractor"), located at \_\_\_\_\_, for the services described herein. The Contractor agrees to perform the services under the terms and conditions set forth in this Agreement. In consideration of the mutual covenants and conditions contained herein, the College and the Contractor agree as follows:

### 1 AUTHORITY

Purchases by Lewis-Clark State College are governed by Idaho Code Section 67-9225 "Procuring and Purchasing by State Institution of Higher Education" and by Lewis-Clark State College Purchasing Policy 4.111.

### 2 TERM OF AGREEMENT

This Agreement shall commence on \_\_\_\_\_ and expire on \_\_\_\_\_ unless extended, in writing, by the parties or unless terminated earlier in accordance with this Agreement.

### 3 CONTRACTOR RESPONSIBILITIES

The Contractor shall perform services and provide deliverables as described in **Attachment A**, incorporated herein by reference. This Agreement shall have no force or effect until it is finalized and signed by the parties. Services shall be performed at the college location described in Attachment A or at the Contractor's place of business, as necessary.

The Contractor shall be required to assume responsibility for production and delivery of all material and services detailed in Attachment A. Further, the Contractor will be the sole point of contact on contractual matters, including payment of charges resulting from the use or purchase of items selected.

The Contractor warrants that its services under this Agreement shall be performed in a professional manner and shall be of a high grade, nature and quality.

The Contractor represents and warrants that it has the necessary and requisite skill to perform the work required under this Agreement and that the personnel assigned by the Contractor to perform any such work will be qualified to perform the assigned duties.

It will be the responsibility of the Contractor to fully comply with the State of Idaho law regarding the minimum wage law for residents hired to help on projects and jobs in Idaho.

### 4 TAXES

The State of Idaho and the college are generally exempt from payment of Idaho State Sales and Use Tax for property purchased for its use under the authority of Idaho Code, Section 63-3622 as a government instrumentality. In addition, the State of Idaho and the college are generally exempt from payment of Federal Excise Tax under a permanent authority from the district Director of the Internal Revenue Service. Exemption certificates will be furnished upon written request by the Contractor. If the Contractor is required to pay any taxes incurred as a result of doing business with the State of Idaho, it shall be solely responsible for the payment of those taxes. If the Contractor is performing public works construction (installation of fixtures, etc.), it shall be responsible for payment of all sales and use taxes as



required.

## 5 PAYMENT

Payment by the college and its obligations under this Agreement are conditioned upon and subject to the continued availability of state funds. The college shall pay the Contractor in amounts as detailed in Attachment B, incorporated herein by reference.

### Invoicing

5.1 Payment for services rendered shall be made upon acceptance of the work/required deliverables by the college and submission of a signed itemized invoice to the college. The Agreement number and/or purchase order numbers must be shown on all invoices. Invoices must specify the dates that services were performed, the nature of the work done on each date, and the number of hours worked on each date.

5.2 Billing must be done on a monthly basis or when the services are completed, whichever is sooner. If the college disputes any invoiced amount, it shall notify the Contractor in writing within five (5) business days. The college will process payments of any amounts not in dispute, in accordance with Idaho Code 67-9218.

5.3 Invoices are to be sent directly to: [coap@lcsc.edu](mailto:coap@lcsc.edu). Alternative invoicing arrangements must be mutually agreed upon in writing and specified in **Attachment B**.

## 6 OWNERSHIP

All information furnished to the Contractor for its use pursuant to this Agreement shall belong to the college and shall be returned to the college in good order upon completion of the Agreement or upon the college's request. All documents, reports, and any other data developed by the Contractor for the college in the performance of this Agreement shall become the property of the college. The college shall retain exclusive rights of ownership to all work produced by the Contractor under this Agreement.

## 7 RELATION OF PARTIES

The service or services to be rendered under this Agreement are those of an independent contractor. The college is interested only in the quality of service or services provided and the final results to be achieved; the conduct and control of the work will be solely with the Contractor. The Contractor is not an officer, employee, or agent of the college as those terms are used in Idaho Code § 6-902, et al, and is not entitled to any benefits provided by the college to employees.

## 8 TIME OF PERFORMANCE

Time is of the essence to this Agreement; therefore, all times for performance stated herein will be strictly followed by the parties.

## 9 SAVE HARMLESS

The Contractor shall exonerate, indemnify, and hold the college harmless 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, workman's compensation, and income tax laws with respect to the Contractor or the Contractor's employees engaged in the performance of this Agreement. If requested by the college, the Contractor will 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 Industrial Commission, or proof that the Contractor is exempt from the



workers' compensation requirement. Failure to provide a Certificate of Workman's Compensation Insurance upon request may result in termination of this Agreement. The college will not assume liability as an employer.

The Contractor shall maintain throughout the term of the agreement:  
Commercial General Liability coverage with limits of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate.

Automobile Insurance. If the use of personal or company vehicles are included in the scope of the contracted purpose on LC State campus, then auto liability coverage with limits of not less than \$1,000,000 for each accident are required.

Workers' Compensation insurance as required by the State of Idaho, with Statutory Limits, and Employers' Liability insurance with a limit of no less than \$1,000,000 per accident for bodily injury or disease.

All policies, except Workers' Compensation, shall name the State of Idaho, Lewis-Clark State College, 500 8th Ave., Lewiston, ID 83501, as an additional insured via endorsement to Contractor's policy.

The Contractor shall protect, indemnify, and save the college harmless from and against any damage, cost, or liability including reasonable attorney's fees for any or all injuries to persons, property or claims for damages arising from any acts or omissions of the Contractor, its employees, or subcontractors.

It is agreed by and between the parties hereto that in no event shall any official, officer, employee or agent of the college 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.

## 10 ASSIGNMENTS

This Agreement or any interest therein shall not be transferred by the Contractor without prior written permission of the college.

## 11 TERMINATION FOR DEFAULT

### 11.1 For Default:

The college may terminate the Agreement (and/or any order issued pursuant to 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, Contractor will be responsible for any costs resulting from the college's placement of a new contract and any damages incurred by the college. The college, 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. Failure by the college to take such action shall not be deemed a waiver of any right or remedy the college otherwise has under this Agreement or applicable law.

## 12 ANTI-DISCRIMINATION CLAUSE

Acceptance of this Agreement binds the Contractor to 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, sex, or age, 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".

**13 GOVERNING LAW**

This Agreement shall be governed by the laws of the State of Idaho. The venue of any action brought by any party to this Agreement shall be the District Court in and for the County of Nez Perce.

**14 NO PENALTY**

It is understood and agreed by the parties that the college is a governmental entity and that this Agreement shall in no way bind or obligate the State of Idaho beyond the terms of any particular appropriation of funds by the state or federal legislature, as may exist from time to time.

**15 NONWAIVER OF BREACH**

The failure of the Contractor or the college to insist upon strict performance of any of the covenants and conditions of this Agreement or to exercise any option herein conferred in any one or all instances shall not be construed to be a waiver or relinquishment of any such covenant or condition but the same shall be and remain in full force and effect unless such waiver is evidenced by prior written consent of the Contractor or the college.

**16 DUPLICATE ORIGINALS**

This Agreement may be executed in duplicate originals. Each of the two agreements with an original or electronic signature of each party shall constitute one executed agreement.

**17 FORCE MAJEURE**

Neither party shall be liable or deemed to be in default for any delay or failure in performance under this Agreement or interruption of service resulting from Acts of God, civil or military authority, acts of war, riots, or insurrections.

**18 ENTIRE AGREEMENT; INCORPORATION OF TERMS**

This Agreement, with Attachments A and B attached hereto, shall be binding upon the parties hereto and their respective successors and assigns. The current version of LC State Standard Terms and Conditions (available at <https://www.lcsc.edu/purchasing/vendors>) are incorporated, by reference into this agreement, as if set forth in their entirety. This Agreement constitutes the full, complete, and entire Agreement between the parties, and supersedes all prior understandings, agreements, or arrangements between the parties with respect to the subject matter hereof. 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.



Agreement Title:

Unless otherwise stated above, this Agreement is effective on the date of last signature:

Contractor's Legal Name		
Contractor's Authorized Representative's Printed Name		Title
Signature		Date

College Signatory Authority Printed Name	
Signature	Date



**Attachment A**

Scope of Work and Delivery Schedule



**Attachment B**  
Cost and Billing Procedure

The total cost must be fully burdened to include all costs associated with providing commodity or service meeting the required minimum specifications, including delivery FOB Destination 500 8<sup>th</sup> Ave, Lewiston, Idaho and installation/implementation/other requirements/etc.

Payments for services shall be made monthly following the presentation of invoices, and in proportion to services performed.

The college's payment terms are Net 30.