*For College Office Use Only:*
Cost Center: _____

***Note: Contracts for Services are public records which are generally subject to statutory public disclosure and public website posting requirements. Social security numbers and federal tax identification numbers will be redacted prior to any required disclosure.***

# CONTRACT FOR SERVICES

(Long Form)
Board of Trustees of the Nebraska State Colleges
Chadron State, Peru State, and Wayne State Colleges

This contract is made by and between the Board of Trustees of the Nebraska State Colleges doing business as _____ State College (the "College"), and _____, a _____, Federal Identification Number _____ (the "Contractor")

The Contractor and the College agree as follows:

1. **Effective Date**. This contract shall be in effect from _____ to _____.

2. **Services**. The Contractor agrees to provide the following services to the College:

*The Contractor agrees the contract work shall not be performed on time that is paid for by any public funds other than those provided by the College under this contract.*

3. **Consideration**. For the services described above, the College agrees to pay the Contractor:

*Where provision is made for travel expenses, the expenses shall not exceed those allowed employees of the Nebraska State College System unless otherwise specifically provided herein.*

4. **Prompt Payment Act**. In the event any amount due under this contract remains unpaid for forty-five (45) days after the due date, the unpaid amount shall bear interest from the 31st day after the due date at the rate specified in the Prompt Payment Act, Neb. Rev. Stat. §§81-2401 to 81-2408.

5. **Independent Contractor**. The Contractor shall be an independent contractor and not a College employee for all purposes, including, but not limited to, the application of the Fair Labor Standards Act, minimum wage and overtime payments, the Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, any Nebraska revenue and taxation law, Nebraska workers' compensation law and Nebraska unemployment insurance law.

The Contractor agrees that it is a separate and independent enterprise from the College, that it has a full opportunity to find other business, that it has made its own investment in its business, and that it shall utilize a high level of skill necessary to perform the work. This contract shall not be construed as creating any partnership, joint venture, or joint employment relationship between the Contractor and the College, and the College shall not be liable for any obligation incurred by the Contractor, including but not limited to unpaid minimum wages or overtime premiums. If the Contractor has employees or subcontractors, the Contractor further agrees to maintain at least the prescribed minimum workers' compensation insurance coverage for all of the Contractor's employees for the duration of this contract. The Contractor agrees to furnish the College proof of workers' compensation insurance coverage upon request.

Liability Insurance Requirements - O***ne box below must be selected and marked.***

☐ The Contractor is required to carry liability insurance in the amount of one (1) million dollars per occurrence with a five (5) million dollar umbrella. The Contractor's insurance policy shall be primary and non-contributory. The College shall be named as an additional insured party on the policy and the certificate of insurance shall reflect that the policy waives its right of subrogation against the College. A copy of the certificate shall be provided to the College.

☐ The Contractor is required to carry liability insurance in the amount of one (1) million dollars per occurrence with a three (3) million dollar umbrella. The Contractor's insurance policy shall be primary and non-contributory. The College shall be named as an additional insured party on the policy and the certificate of insurance shall reflect that the policy waives its right of subrogation against the College. A copy of the certificate shall be provided to the College.

☐ The Contractor is required to carry liability insurance in the amount of one (1) million dollars per occurrence. The Contractor's insurance policy shall be primary and non-contributory. The College shall be named as an additional insured party on the policy and the certificate of insurance shall reflect that the policy waives its right of subrogation against the College. A copy of the certificate shall be provided to the College.

☐ The Contractor is not required to carry liability insurance as a condition of this contract.

6. **Access to Records**. The Contractor agrees to maintain complete records regarding the expenditures of funds provided by the College under this contract. The Contractor agrees to allow authorized representatives of the College, the Board, the funding Federal Agency, if any, and the United States Comptroller General, if appropriate, free access at reasonable times to all records generated or maintained as a result of this contract for a period of three (3) years after the termination of this contract.

7. **New Employee Work Eligibility Status**. - O***ne box below must be selected and marked.***

☐ Employee Work Eligibility Status. The Contractor is required and hereby agrees to use a federal immigration verification system to determine the work eligibility status of new employees physically performing services within the State of Nebraska. A federal immigration verification system means the electronic verification of the work authorization program authorized by the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, 8 U.S.C. 1324a, known as the E-Verify Program, or an equivalent federal program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work eligibility status of a newly hired employee.

☐ The Contractor is an individual or sole proprietorship. The Contractor must complete the "United States Citizenship Attestation Form," available on the Department of Administrative Services website at http://das.nebraska.gov/lb403/attestation_form.pdf. If the Contractor indicates on such attestation form that he or she is a qualified alien, the Contractor agrees to provide US Citizenship and Immigration Services (USCIS) documentation required to verify the Contractor's lawful presence in the United States using the Systematic Alien Verification for Entitlements (SAVE)

Program. *The attestation form and USCIS documents (if applicable) must be attached to the contract.*

The Contractor understands and agrees that lawful presence in the United States is required and the Contractor may be disqualified or the contract terminated if such lawful presence cannot be verified as required by Neb. Rev. Stat. §4-108.

8. **Non-Discrimination**. The Contractor agrees to comply fully with Title VI of the Civil Rights Act of 1964, as amended, the Nebraska Fair Employment Practice Act, Neb. Rev. Stat. §§48-1101 to 48-1125, as amended, and Board Policy § 5000 in that there shall be no discrimination against any employee who is employed in the performance of this contract, or against any applicant for such employment, because of age, color, national origin, race, religion, disability, sex, sexual orientation, or gender identity. This provision shall include, but not be limited to employment, promotion, demotion, transfer, recruitment, layoff, termination, rates of pay or other forms of compensation, and selection for training including apprenticeship. The Contractor further agrees to insert a similar provision in all subcontracts for services allowed under this contract.

9. **ADA & Drug-Free Workplace Requirements.** All provisions of this contract are subject to the Americans with Disabilities Act (ADA). Further, the Contractor certifies that the Contractor operates a drug-free workplace and, during the term of this contract, will be in compliance with the provisions of the Drug-Free Workplace Act of 1988.

10. **Debarment/Suspension Certification**. If this contract involves the expenditure of federal funds in the amount of $25,000 or more, the Contractor certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

11. **Use of Information; Property Ownership**. The Contractor agrees that any and all information gathered in the performance of this contract, either independently or through the College or the State College System, shall be held in the strictest confidence and shall be released to no one other than to the College, without prior written authorization of the College. The Contractor agrees that no authority or information gained through the existence of this contract will be used to obtain financial gain for the Contractor, for any member of the Contractor's immediate family, or for any business with which the Contractor is associated except to the extent provided by this contract.

The Contractor further agrees that any tangible or intangible property, including patents, trademarks and other intellectual property, produced, developed, prepared, or created under the terms of this contract shall be the property of the College. The Contractor hereby assigns and transfers to the College all right, title and interest in and to any copyright in any copyrightable materials produced under this contract.

12. **Parties; Subcontractors; Assignment**. References to the Contractor and the College include the parties' officers, employees, agents, and independent contractors and subcontractors. The Contractor agrees that no subcontractors shall be utilized in the performance of this contract without the prior written authorization of the College. The Contractor agrees not to assign or transfer any interest, rights, or duties in this contract to any person, firm, or corporation without prior written consent of the College.

13. **Cancellation**. This contract may be canceled by either party upon thirty (30) days' written notice. Settlement of the amount due to the Contractor upon cancellation shall be negotiated between the parties based upon (a) specified deliverables completed by the Contractor and accepted and usable by the College as of the date of termination when the Contractor initiates termination, or (b) the percentage of services performed by the Contractor as of the date of termination when the College initiates termination.

14. **Default; Remedies**. If the Contractor defaults in its obligations under this contract, the College may, at its discretion, exercise any remedy available by law or in equity. In addition to any other available remedy, the College may terminate this contract immediately by written notice to the Contractor. The College shall pay the Contractor only for such performance as has been properly completed and is of use to the College. The College

may, at its discretion, contract for provision of the services required to complete this contract and hold the Contractor liable for all expenses incurred in such additional contract over and above the consideration set forth in Paragraph 3.

15. **Unavailability of Funding.** Due to possible future reductions in state and/or federal appropriations, the College cannot guarantee the continued availability of funding for this contract beyond the current fiscal year. In the event funds to finance this contract become unavailable either in full or in part due to reductions in appropriations for a future fiscal year, the College may terminate the contract or reduce the consideration by notice in writing to the Contractor. The notice shall be delivered by certified mail, return receipt requested, or in person with proof of delivery. The College shall be the final authority as to the availability of funds. The effective date of contract termination or reduction in consideration shall be the actual effective date of the elimination or reduction of appropriations. In the event of a reduction in consideration, the Contractor may cancel this contract as of the effective date of the proposed reduction by written notice to the College.

16. **Complete Agreement; Governing Law; Amendment**. This contract sets forth the entire agreement of the parties and supersedes all prior negotiations, discussions, and proposals. There are no promises, understandings, or agreements of any kind pertaining to this contract other than those stated herein. This contract will be construed, interpreted, governed and enforced under the laws of the State of Nebraska. This contract may be amended at any time in writing upon the agreement and signature of both parties.

17. **Technology Access.** All contracts, that include provisions of technology products, systems, and services, including data, voice, and video technologies, as well as information dissemination methods, shall comply with the Nebraska Technology Access Standards adopted pursuant to Neb. Rev. Stat. §73-205. These Standards are available for viewing on the Web at http://nitc.ne.gov/standards/2-201.html, and are incorporated into this contract as if fully set forth therein.

18. **Designated College Representative**. The designated College representative for purposes of monitoring and oversight of this contract is:

| Typed or Printed Name | Telephone | Email Address |
|---|---|---|

19. **Signatures.**

## CONTRACTOR

| Signature | Date |
|---|---|
| Title | Printed Name |

## COLLEGE

| Signature | Date |
|---|---|

| | |
|---|---|
| Title | Printed Name |

**SYSTEM OFFICE**

| | |
|---|---|
| Signature | Date |
| Title | Printed Name |