**CHECKLIST FOR DRAFTING CONTRACTED SERVICES AGREEMENT**

 **(please remove Checklist page from contract before sending for initialing & signatures)**

**🗹 Consistent formatting throughout the contract:**

* **Font Type and Sizing is uniform**
* **Change Red Font Color to Black throughout if information inserted is to stay**
* **\*\*Remove any REMINDERS and/or Notices that are in Red or Blue from contract**
* **Section Numbering is accurate (NOTE: Section Numbers DO NOT ONLY appear at the beginning of each clause, but often within the clauses themselves – agencies should run a search for “section” and update each reference accordingly) Leave numbering alone. If you are not using a section – leave number in the document with the heading “RESERVED”**
* **Check footer to make sure page numbers are accurate**

**🗹 Attachment References are accurate and the documents attached (NOTE: attachment references often appear within the clauses as titles only and may not include ‘Attachment X’ reference – agencies should run a search for “attachment and attached” to be sure all referenced documents have been addressed and attached appropriately.)**

* **Optional Clauses that were not used have been removed (leave numbering – and use “RESERVED”)**
* **ANY INSTRUCTIONAL (BLUE) WORDING AND THIS CHECKLIST HAVE BEEN REMOVED**
* **Authorized Signatories per Contract & Execution Policy & Procedures:**
* **Order of Contract initialing and signing in DocuSign:**
1. **Initial: Contract Specialist, Procurement & Contract Services**
2. **Initial: Department Point of Contact/Liaison**
3. **Signature: Contractor Signatory**
4. **Initial: OSP Front Office (if OSP funds over $5,000.00)**

**4. Signature: OSP Administration (if OSP funds over $5,000.00)**

**5. Signature: Vice President/Dean of Department/College/Unit or**

 **delegated by VP, Authorized Delegee**

**REMINDER: If Total Contract Value (TCV = initial term plus any renewals, installation, travel, training, etc.) is over $25,000.00, Procurement & Contract Services must issue the contract!**

**MONTANA STATE UNIVERSITY**

**CONTRACTED SERVICES AGREEMENT**

**#insert contract number here**

**A. PARTIES**

THIS CONTRACTED SERVICES AGREEMENT, hereinafter referred to as “Contract”, is entered into by and between Montana State University, hereinafter referred to as “MSU”, or “University”, and insert contractor’s company name, hereinafter referred to as “Contractor”.

**Contractor Information:**

Name: enter Name of Company and/or DBA, etc. here

Address: enter Address, City, State, Zip here

Point of Contact: enter Name, Title here

Email: enter Point of Contact email here

Phone: enter phone number here

**MSU Information:**

Name: enter Department Name here

Address: enter physical address (Street, City, State, Zip) here

Point of Contact: enter Name, Title here

Email: enter Point of Contact email here

Phone: enter phone number here

Bill to Address: enter PO Box address (PO Box, City, State, Zip) here

Billing Point of Contact: enter Name, Title of Billing Point of Contact here (if different than above)

Email: enter email address here of Billing Point of Contact (if different than above)

Phone: enter phone number of Billing Point of Contact (if different than above)

**Index Number(s):** enter index number(s) here

**1. PURPOSE**

The purpose of this contract is to insert purpose here

**2. EFFECTIVE DATE, and DURATION**

This Contract shall take effect on insert date, 20xx, or upon contract execution and terminate on insert date, 20xx unless terminated earlier in accordance with the terms of this Contract, (Section 18-4-313, MCA).

In no event is this contract binding on the University unless all required University’s authorized signatories have signed it. The legal counsel signature and the procurement director signature do not constitute an authorized signature.

**3. SERVICES**

The Contractor agrees to perform the following services: insert detailed description of services to be provided here & remove the Attachment A – Statement of Work … OR … remove the colon (:) and insert after services, as outlined on attached Attachment A - Statement of Work.)

**4. CONSIDERATION**

MSU agrees to pay Contractor the Not to Exceed sum of $(insert $ value) for satisfactory completion and acceptance of the contracted service. All payment terms will be computed from the date of delivery of supplies or services OR receipt of a properly executed invoice, whichever is later. Unless otherwise noted, the University is allowed 30 days to pay such invoices. All Contractors may be required to provide banking information at the time of Contract execution to facilitate University electronic funds transfer payments. MSU agrees to pay this amount as follows: insert payment schedule here.

**NOTE: If CSA includes travel reimbursement, Contact Procurement Services to obtain Attachment B Contractor Travel Reimbursement Guidelines to attach to CSA. Whenever possible, any travel costs should be included in vendor’s bid and not a separate expense.**

**5.** **RESERVED**

**6. RELATIONSHIP OF THE PARTIES**

It is mutually agreed that Contractor is an independent contractor and not an employee of MSU for purposes of this Contract. It is understood that the Contractor is not subject to the supervision and control of MSU, nor is the Contractor carrying out the regular business of MSU. Each of the parties will be solely and entirely responsible for its own acts and/or the acts of its employees or agents. No benefits provided by MSU to its employees, including unemployment and workers' compensation insurance, will be provided to the Contractor or his/her/its employees.

**7. OWNERSHIP AND PUBLICATION OF MATERIALS**

All material and other information generated under this contract shall be the sole property of MSU.

**8. ACCESS TO RECORDS**

The Contractor shall adequately account for and maintain reasonable records for his/her/its performance and allow access to these records by MSU, the Legislative Auditor and/or the Legislative Fiscal Analyst as may be necessary for audit purposes and in determining compliance with the terms of this Contract.

The Contractor shall submit a record of expenditures incurred for the performance and completion of this Contract. MSU may verify all expenditure receipts and disburse funds in an amount equal to the approved expenditures.

All records pertaining to this contract must be retained by the Contractor for a period of eight (8) years from the completion date of this Contract. If any litigation, claim or audit is started before the expiration of the eight-year period, the records must be retained until the litigation, claim or audit findings have been resolved.

**9. REQUIRED INSURANCE**

**9.1 General Requirements.** The Contractor shall maintain for the duration of this Contract, at

its cost and expense, adequate occurrence coverage with combined single limits for bodily injury, personal injury, and property damage to cover such claims as may be caused by any act, omission, or negligence of the Contractor or its officers, agents, representatives, assigns or subcontractors.

**9.2 Primary Insurance.** The Contractor's insurance coverage shall be primary insurance as respect to the University, its officers, officials, employees, and volunteers and shall apply separately to each project or location. Any insurance or self-insurance maintained by the University, its officers, officials, employees or volunteers shall be excess of the Contractor’s insurance and shall not contribute with it.

**9.3 Specific Requirements for Commercial General Liability.** The Contractor shall purchase and maintain liability coverage on Insurance Services Office Form CG 00 01 covering CGL or its equivalent on an “occurrence” basis including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than $1,000,000 per occurrence and $2 million aggregate to cover such claims as may be caused by any act, omission, or negligence of the contractor or its officers, agents, representatives, assigns, or subcontractors.

The University, its officers, officials, employees, and volunteers are to be covered and listed as additional insureds via the certificate of insurance under ‘description of operations’ and by endorsement to the policy for liability arising out of activities performed by or on behalf of Contractor, including the insured's general supervision of Contractor, products, and completed operations, and the premises owned, leased, occupied, or used.

**NOTE: Automobile insurance is optional but should be requested on any Contract the vendor will be driving as part of their work for the University. If Auto not applicable put 9.4 as Reserved in place of Specific Requirements for Automobile Liability.**

**9.4 Specific Requirements for Automobile Liability.** The Contractor shall purchase and maintain liability coverage on ISO Form Number CA 00 01 (or its equivalent) covering any auto (Code 1), or if Contractor has no owned autos, hired, (Code 8) and non-owned autos (Code 9), with a limit no less than $1,000,000 per accident for bodily injury and property damage to cover such claims as may be caused by any act, omission, or negligence of the contractor or its officers, agents, representatives, assigns, or subcontractors.

**OR (if contracting with other political subdivisions of the state)**

**9.4 Specific Requirements for Automobile Liability.** The Contractor shall maintain liability coverage as prescribed by 2-9-211, MCA at $750,000 per claim and $1,500,000 per occurrence to cover such claims as may be caused by any act, omission, or negligence of the contractor or its officers, agents, representatives, assigns, or subcontractors.

**If Additional Insured Status not applicable put 9.5 as Reserved in place of Additional Insured Status.**

**9.5 Additional Insured Status.** The University, its officers, officials, employees, and volunteers are to be covered and listed as additional insureds for automobiles leased, hired, or borrowed by the Contractor.

**9.6 Certificate of Insurance/Endorsements:** A certificate of insurance from an insurer with a Best's rating of no less than A- indicating compliance with the required coverages, is to be sent electronically to MSU Point of Contact listed in Section A PARTIES.

The Contractor must notify the University immediately of any material change in insurance coverage, such as changes in limits, coverages, change in status of policy, etc. The University reserves the right to require complete copies of insurance policies at all times. This insurance must be valid for the entire contract term and any renewal. Upon expiration and/or renewal, a current Certificate of insurance must be sent to MSU Point of Contact listed in Section A PARTIES.

**10. COMPLIANCE WITH THE WORKERS’ COMPENSATION ACT**

Contractor shall comply with the provisions of the Montana Workers' Compensation Act while performing work for the State of Montana in accordance with 39-71-401, 39-71-405, and 39-71-417, MCA.

**11. REGISTRATION WITH THE SECRETARY OF STATE**

Any business intending to transact business in Montana must register with the Secretary of State.  Businesses that are incorporated in another state or country, but which are conducting activity in Montana, must determine whether they are transacting business in Montana in accordance with 35-8-1001, MCA.  Such businesses may want to obtain the guidance of their attorney or accountant to determine whether their activity is considered transacting business.

If businesses determine that they are transacting business in Montana, they must register with the Secretary of State and obtain a certificate of authority to demonstrate that they are in good standing in Montana.  To obtain registration materials, call the Office of the Secretary of State at (406) 444-3665, or visit their website at <http://sos.mt.gov>.

**12.** **INDEMNIFICATION**

The Contractor agrees to defend, indemnify and hold MSU harmless from all losses and claims that may result to MSU because of the activity of the Contractor, his/her/its agents and/or employees.

**13. NON-DISCRIMINATION**

The Contractor agrees that under Section 49-3-207, Montana Code Annotated, and the federal civil rights acts, no part of this Contract shall be performed in a manner which illegally discriminates against any person based on race, color, religion, creed, political ideas, sex, age, marital status, physical or mental handicap, or national origin.

**14. MODIFICATION**

This contract contains the entire agreement between the parties, and no statements, promises or inducements made by either party, or agents of either party, that are not contained in this Contract are valid or binding. This Contract may not be enlarged, modified, or altered except by written amendment by the parties.

**15. TERMINATION**

 A. This Contract may be terminated at any time upon the written mutual consent of the parties.

B. MSU may terminate this Contract for failure of the Contractor to perform any of the services, duties or conditions contained in this Contract after providing the Contractor written notice of the stated failure. The written notice must demand performance of the stated failure within a specified period of not less than 30 days. If the demanded performance is not completed within the specified period, the termination is effective at the end of the specified period.

C. The above remedies are in addition to any other remedies provided by law or the terms of this Contract.

D. Either party may terminate this Agreement with prior written notice if the party determines a cancellation is in the best interest of public health or because any public health situation or government order, guideline, or action related to public health makes performance of the Agreement impossible, reasonably impracticable, or frustrates the purpose of the Agreement.

**16. SEVERABILITY**

If one part of this Contract is held to be illegal, void or in conflict with any Montana law, the validity of the remainder of this Contract remains operative and binding.

**17. ASSIGNMENT, TRANSFER AND SUBCONTRACTING**

There will be no assignment or transfer of this Contract, or of any interest in this Contract, unless both parties agree in writing. No services required under this Contract, may be performed under subcontract unless both parties agree in writing.

**18. NOTICE**

All notices relating to this Contract will be in writing and given to the contact person at the address provided for in this Contract.

**19. FORCE MAJEURE**

Neither party is responsible for failure to fulfill its obligations due to causes beyond its reasonable control that make the contract impossible, impracticable, or frustrate the purpose of the contract, including but not limited to: acts or omissions of government or military authority; acts of God; government or court orders, guidelines, regulations, or actions related to communicable diseases, epidemics, pandemics, or other dangers to public health; materials shortages; transportation delays; fires; floods; labor disturbances; riots; wars; terrorist acts; or any other causes, directly or indirectly beyond the reasonable control of the nonperforming party, so long as such party uses its best efforts to remedy such failure or delays if reasonable to do so. A party affected by a force majeure condition shall provide written notice to the other party within a reasonable time of the onset of the condition. A force majeure condition excuses a party’s obligations under this contract, unless the parties mutually agree that the obligation is merely suspended because of the condition.

**20. VENUE**

This Contract will be interpreted according to the laws of the State of Montana. The parties agree that, in the event of litigation concerning this Contract, venue shall be in the Eighteenth Judicial District of the State of Montana, in and for the County of Gallatin.

**21. DEBARMENT**

The contractor certifies, by signing this Contracted Service Agreement, that neither it nor

its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction (contract) by any governmental department or agency. If the contractor cannot certify this statement, attach a written explanation for review by the University.

This Contract consists of the numbered pages shown, any Attachments as required, and as amended. In the case of dispute or ambiguity about the minimum levels of performance by the Contractor the order of precedence of document interpretation is in the same order. The original will be retained by MSU. A copy of the original shall have the same force and effect as the original for all purposes. To express the parties' intent to be bound by the terms of this Contract, they have executed this document on the dates set forth below.

**SIGNATURES ON FOLLOWING PAGE**

**(you can remove Signature on Following Page & execution page can be moved up if enough room on this page)**

**\*\*REMINDERS: If Total Contract Value (TCV = initial term plus any renewals, installation, travel, training, etc.) is over $25,000.00, Procurement & Contract Services must issue the contract!**

**Change Red type to Black & remove any Blue Type (instructions) from document.**

|  |  |
| --- | --- |
| **MONTANA STATE UNIVERSITY** | **INSERT CONTRACTOR’S COMPANY NAME**  |
|  |  |
|  |  |
| BY:  | BY:  |
| Name, Title (Vice President or authorized signature authority)  | Name/Title |
| Date: | Date: |
|  |  |
|  |  |
| \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_OSP Administration Date *(Required for OSP purchases over $5,000)*  |  |
|  |  |
|  |  |

Initials only for the following: Remove instructional only

Approved as to Form:

Alan DeWit, Contract Specialist

Procurement & Contract Services

Reviewed By:

Point of Contact/Liaison Name, Title - insert here

Department Name – insert here

Reviewed as to Grant Funding is over $5,000 - send to ospfrontoffice@montana.edu. Remove instructional only

Reviewed By:

Name, Title

OSP Front Office

Office of Sponsored Programs

**Contract invalid unless signed by all required parties**

**\*\*REMINDER: Remove this attachment if Statement of Work is entered in Section 3 Services above!**

**Attachment A**

**Statement of Work**