

**Request for Quotations – Personal Services**

Scuba Instruction 2012

**Quotations due by**: August 23, 2012 5:00 P.M.

**Contact:** Peg Rees

**Phone:**  541-346-4102

**Fax:** 541-346-3583

**Email:** pegr@uoregon.edu

**Department:** Physical Education and Recreation

**Address:** 1273 University of Oregon Eugene, OR 97403-1273

**Submittal Instructions:** Enter the requested information onthe Request for Quotations (RFQ) form, print and sign it. Prepare your complete response, including the RFQ form and any additional documents. Submit the complete response via email, facsimile or US mail to the department contact noted above.

**General Information:** RFQ to provide personal services as described below in the Scope of Work, will be received by the State Board of Higher Education acting by and through the University of Oregon (“University”). Use this form to submit your signed quotation pursuant to the submittal instructions by the date and time shown above. Additional documents may be included as part of the response, provide all documents in Word format. **If you do not sign your quote or use this form, your quote may be deemed non-responsive**. By providing a quote in response to this RFQ, Contractor agrees to the terms and conditions contained in this RFQ and further agrees to the attached Personal Services Contract Standard Contract Provisions (Attachment A). Any contract resulting from this RFQ will be subject to Attachment A. Quotations submitted that contain any exceptions or modification to the terms and conditions contained in this RFQ or its Attachment A, may be deemed non-responsive by University in its sole discretion. If modifications to Attachment A are requested the sections and specific modifications must be provided. Separate terms to replace Attachment A in its entirety will not be considered.

Quotes submitted in response to this RFQ will be retained by the University for the required retention period and made a part of the file or record that will be open to public inspection. If a response contains any information that is considered a “trade secret” under ORS 192.501(2), mark each page containing such information with the following legend: “TRADE SECRET”.  The Oregon public records law exempts from disclosure only bona fide trade secrets, and the exemption from disclosure applies “unless the public interest requires disclosure in the particular instance.”  Non-disclosure of documents or any portion thereof or information contained therein may depend on official or judicial determinations made pursuant to law. An entire response to this RFQ marked as “trade secret” is unacceptable, and all parts of such quote will be deemed available for public disclosure.

**Insurance Requirements:** If checked, the specified insurance is required for any contract resulting from this RFQ. See Attachment D, Personal Services Contract Insurance Requirements.

**Additional Terms and Conditions**: If checked, this quotation is subject to additional University terms and conditions attached and titled:

Scuba Instruction 2012

**Scope of Work:** The University of Oregon Physical Education Department is seeking a contractor to administer and teach a full SCUBA curriculum for the school year 2012-2013.

The following services are to be provided by the Contractor:

1. An adequate supply of SCUBA diving equipment in a safe and appropriate condition for each student in the course. This must include but is not limited to:

a) Properly inspected and tested air tanks.

b) Regulators with a pressure gauge and alternate air source.

c) Buoyancy compensators with oral and automatic inflation features.

d) Weight belts.

e) Full wet suits of appropriate thickness including hood, jacket, pants, boots, and gloves.

d) Approved protection for poolside ceramic tiles.

2. The Contractor must be able to offer the courses in the SCUBA curriculum including:

Basic Open Water, Advanced, and Rescue Diver, with an enrollment maximum of 20 students per lab session. These courses include classroom lecture, confined water experience, and open water experience. It is expected that the Basic Open Water course will include an overnight experience to a safe salt water environment. A typical trip includes travel to the site in the afternoon of day 1, one morning and one afternoon dive on day 2, two morning dives on day 3, and return to campus on the afternoon of day 3. Other courses may include such a trip or a combination of trips.

Specialty courses which require classroom lecture and open water experience include: Deep Diver (Spring Term), Underwater Navigator (Fall Term), Night Diver and Underwater Naturalist (combination courses Spring Term), Search and Recovery (Winter Term), Altitude Diver (Fall Term), Multi-Level Diver and Drift Diver (combination course Winter Term).

Dive Master, which is offered every term with candidates assisting in Basic Open Water, Advanced, Rescue Diver, and Specialty Courses.

3. The Contractor must have the ability to offer courses in the time frame available within the University Schedule :http://registrar.uoregon.edu/students/registration/sched\_class\_info.html. See also, Section IV.C.3.

4. Standard course outlines for each course must be provided, which includes a course description, lecture, confined water experience, open water experience, specific objectives, evaluation criteria, and other information needed by the students. The course outline may be available on line

5. Certification for courses must be provided with a nationally recognized organization such as The Professional Association of Diving Instructors (“PADI”) or the National Association of Underwater Instructors (“NAUI”) and must meet or exceed minimum standards outlined by the certifying organization. The current program follows the PADI instructor and diver certification standards. The University of Oregon PE and Rec Program prefers to retain this affiliation.

6. A resume of each instructor and assistant instructor must be provided annually by September 15. The resumes will describe the qualifications, certifications, and experience of all assigned to teach in the SCUBA Program.

7. The Contractor shall provide proper safety equipment and services including:

a) At least one person with current CPR certification when students are present.

b) A minimum of one person with PADI (or equivalent) Rescue Diver certification to accompany participants who are under water on all dives.

c) A minimum of one person with Rescue Diver certification to be on shore monitoring the activities of those not diving and to assist in any emergency.

d) A fully stocked first aid kit on site at all times.

e) At least one person on site with blood borne pathogen protection and training.

f) An emergency oxygen kit on site at all times during open-water diving sessions with staff properly trained and drilled in its use.

g) Health disclosure information on each student and instructor will be on file in the Physical Education office (102 Esslinger) before the first water session.

h) Emergency telephone numbers and emergency medical system access procedures posted and reviewed by all staff at each open water site.

i) Blankets and an accessory heater for the treatment of hypothermia available during all open water diving sessions where warming rooms are not available.

j) A cellular telephone which is fully charged and functional.

8. A list of equipment that will be utilized in the SCUBA Program must be submitted, including a description of the condition of each item on the list.

9. A Risk Management Plan must be provided for conduct of the SCUBA Program, including specific policies and minimum standards related to:

a) Instructor qualifications.

b) Instructor to student ratios for both pool and open water sessions.

c) List of first aid supplies

d) Blood borne pathogen plan.

e) Equipment safety inspection frequency and procedure.

f) Safe diving practices.

g) Separate written Emergency Action Plans for each open water dive site.

10. Contractor shall provide PADI insurance coverage in an amount not less than $2,000,000 general and products and completed operations aggregate, $1,000,000 per occurrence. Contractor shall provide an endorsement of such insurance naming the Institution as an additional insured prior to the commencement of activities under a contract resulting from the proposal. Such insurance requirements shall remain in effect for the full term of any resulting contract, and proof of such insurance shall be required annually. Any policy provided under this paragraph shall provide for at least thirty (30) days’ prior written notice to Institution of cancellation of coverage.

11. A per-student fee package must be submitted. Contractor will be responsible for necessary textbooks, log books, certification fees, and the scheduling and costs for overnight lodging (indicate number of nights stay and vendor to be used), and transportation, including insurance (indicate vendor to be used). The per-student fee package must also include these costs. Planning ahead and getting price commitments from vendors is very important.

**Submittals:** Include references, certifications and cover letter of interest.

**Contractor’s Proposed Statement of Work (SOW) Details**

**To streamline the quote and contracting review process, fill in the SOW details below.**

**Project Name:** Scuba Instruction 2012

**Contractor Full Legal Name:**

**Contract Term:**

**Proposed Start Date:**

**Proposed End Date:**

**Maximum Not to Exceed: $**

**Deliverables:** Contractor will provide to University the following deliverables:

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **No.** | **Description of Deliverables/Tasks/Milestones** | **Responsible Party** | **Due Date or Estimated Duration** | **Fee/Rate** |
| 1. |  |  |  |  |
| 2. |  |  |  |  |
| 3. |  |  |  |  |
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| 8. |  |  |  |  |
| 9. |  |  |  |  |
| 10. |  |  |  |  |

**Additional Expenses:**

Scuba Instruction 2012

**Quote for Requested Scope of Work to be Completed by Contractor**

1. **Check all items applicable to this Request for Quotation:**

Response/Informal Proposal included with submittal addresses the following:

[INSERT TYPE OF SUBMITTAL, IE. REFERENCES, QUALIFICATIONS]

[INSERT TYPE OF SUBMITTAL, IE. REFERENCES, QUALIFICATIONS]

1. **Price Quote for Services:**

Fixed Fee:

Variable Fee – Define Structure (ie. Rate per hour or per deliverable):

Prices shall be firm for three months

1. **Contractor agrees to furnish the above according to University’s terms, conditions, and specifications.**

Contractor:

Signature:

Print Name:

Date:

Address:

Email:

Phone:

Fax:

No Quote. Date Contacted:      Reason:

**ATTACHMENT A**

PERSONAL SERVICES CONTRACT

STANDARD CONTRACT PROVISIONS

1. **ACCESS TO RECORDS.** Contractor will maintain records, sufficient to accurately document its performance of this Contract. University will have access to such records of Contractor for the purpose of determining compliance with this Contract. Contractor will retain all such records, for a minimum of six years following final payment under or termination of this Contract, or such longer period as may be required by applicable law or to conclude any audit, review, or controversy.
2. **INDEMNITY FOR INFRINGEMENT CLAIMS.** EXCEPT TO THE EXTENT ARISING FROM MATERIALS PROVIDED TO CONTRACTOR BY UNIVERSITY, WHICH MATERIALS ARE UTILIZED BY CONTRACTOR IN THEIR UNALTERED FORM AND WITHOUT LIMITING THE GENERALITY OF THE INDEMNIFICATION CLAUSE REFERENCED IN THE HOLD HARMELSS SECTION BELOW, CONTRACTOR EXPRESSLY AGREES TO INDEMNIFY AND HOLD HARMLESS UNIVERSITY AND ITS DIRECTORS, OFFICERS, EMPLOYEES, AND AGENTS FROM AND AGAINST ANY AND ALL CLAIMS, SUITS, ACTIONS, LOSSES, LIABILITIES, COSTS, EXPENSES, AND DAMAGES ARISING OUT OF OR RELATED TO ANY CLAIMS THAT THE DELIVERABLES INFRINGE ANY PATENT, COPYRIGHT, TRADE SECRET, TRADEMARK, TRADE DRESS, MASK WORK, UTILITY DESIGN, OR OTHER PROPRIETARY RIGHT OF ANY THIRD PARTY. The indemnity under this Section will not apply to the extent such alleged or actual infringement arises as a result of (i) modifications of such work made by University which were not approved by Contractor, or (ii) Contractor’s compliance with any of University’s designs, specifications or instructions. In the event that a court of competent jurisdiction determines in a final, nonappealable order that the work is infringing in a manner for which Contractor is obligated to indemnify University pursuant to this Section, Contractor will, at its option, either (1) procure for University the right to continue using such infringing work; (2) replace the infringing work with a non-infringing item of like form, fit or function; or (3) modify the work so that it no longer infringes.
3. **HOLD HARMLESS.** Contractor will be responsible for all damage to property, injury to persons, and loss, expense, inconvenience, and delay which may be caused by, or result from any act or omission of Contractor, its subcontractors, agents, or employees. Contractor will indemnify and hold harmless University and its governing board and their directors, officers, agents, employees, and members from all claims, suits, and actions of any nature resulting from or arising out of the acts or omissions of Contractor or its subcontractors, officers, agents, or employees.
4. **INSURANCE.** Contractor will secure insurance at Contractor’s expense and keep that insurance in effect during the term of this Contract as indicated on **Attachment D,** if attached.
5. **INDEPENDENT CONTRACTOR STATUS.** The service(s) to be rendered under this Contract are those of an independent contractor. Contractor is not to be considered an agent or employee of University for any purpose, and neither Contractor nor any of Contractor's agents or employees are entitled to any of the benefits that University provides for its employees. Nothing in this Contract will be construed to create a partnership, joint venture, franchise, agency, or employment relationship between the Parties.
6. **OWNERSHIP OF WORK PRODUCT.**  All work product of Contractor that results from this Contract (“Work Product”) is the exclusive property of University. University and Contractor intend that such Work Product be deemed "work made for hire" of which University will be deemed the author. If for any reason the Work Product is not deemed "work made for hire," Contractor by this Contract irrevocably assigns to University all its right, title, and interest in and to any and all of the Work Product, whether arising from copyright, patent, trademark, trade secret, or any other state or federal intellectual property law or doctrine. Contractor will execute such further documents and instruments as University may reasonably request in order to fully vest such rights in University. Contractor forever waives any and all rights relating to the Work Product, including without limitation, any and all rights arising under 17 USC 106A or any other rights of identification of authorship or rights of approval, restriction or limitation on use or subsequent modifications.
7. **REPRESENTATIONS AND WARRANTIES.** Contractor represents and warrants that (1) Contractor has the power and authority to enter into and perform this Contract; (2) The individual signing for Contractor is authorized to execute this Contract on behalf of Contractor; (3) This Contract, when executed and delivered, will be a valid and binding obligation of Contractor, enforceable in accordance with its terms; (4) The work under this Contract will be performed in a good and workmanlike manner and in accordance with the highest professional standards; (5) Contractor will, at all times during the term of this Contract, be qualified, professionally competent, and duly licensed to perform the work; and (6) Contractor’s name, as it appears in this Contract, is Contractor’s legal name, as it will appear in the Contractor’s W-9, and if Contractor is an entity rather than an individual that the entity named in this Contract is validly existing and in good standing. The warranties set forth in this Section are in addition to, and not in lieu of, any other warranties provided;
8. **SUBCONTRACTS AND ASSIGNMENTS.** Contractor will not subcontract, assign, or transfer any of its interest in this Contract without obtaining prior written approval from University, which consent may be withheld by University in its sole discretion. As a condition to requesting prior written approval, Contractor must provide a written copy of any such proposed assignment or subcontract to University. University's consent to any assignment or subcontract will not relieve Contractor of any of its duties or obligations under this Contract. Any assignment or subcontract in contravention of this Section will be null and void.
9. **TERMINATION.** (a) This Contract may be terminated at any time by mutual written consent of both Parties. (b) University may at its sole discretion terminate this Contract in whole or in part upon thirty 30-days’ written notice to Contractor. (c) University may terminate this Contract effective upon delivery of written notice to Contractor, or at such later date as may be established by University, if (i) federal or state regulations or guidelines are modified, changed, or interpreted in such a way that either the work under this Contract is prohibited or University is prohibited from paying for such work from the planned funding source; or (ii) any license or certificate required by law or regulation to be held by Contractor to provide the services required by this Contract is for any reason denied, revoked, or not renewed. (d) University may terminate this Contract for default (including breach of contract) if (i) Contractor fails to provide services or deliverables called for by this Contract within the time specified in this Contract or any extension of this Contract; or (ii) Contractor fails to perform any of the other provisions of this Contract, or so fails to pursue the work as to endanger performance of this Contract in accordance with its terms, and after receipt of notice from University, fails to correct such failures within ten business days. (e) Contractor may terminate this Contract upon 30-days’ written notice to University if University fails to pay Contractor pursuant to the terms of this Contract and University does not cure such failure to pay within 30 business days after receipt of Contractor's written notice, or such longer period as Contractor may specify.
10. **TERMINATION DUE TO NONAPPROPRIATION OF FUNDS.** University may terminate this Contract upon written notice to Contractor if University has not: (a) Received from the Oregon Legislative Assembly appropriations, limitations or other expenditure authority, or (ii) Received allotments pursuant ORS Chapter 291 sufficient to allow University, in the exercise of its reasonable administrative discretion, to pay the amounts of this Contract.
11. **REMEDIES.** (a) In the event of termination pursuant to Section 9(b), 9(c)(i), or 10, Contractor's sole remedy will be a claim for the sum designated for accomplishing the work multiplied by the percentage of work completed and accepted by University, less previous amounts paid and any claim(s) which University has against Contractor. If previous amounts paid to Contractor exceed the amount due to Contractor under this subsection, Contractor will pay any excess to University upon demand. (b) In the event of termination pursuant to Sections 9(c)(ii) or (d), University will have any remedy available to it in law or equity. If it is determined for any reason that Contractor was not in default under these subsections, the rights and obligations of the Parties will be the same as if the Contract was terminated pursuant to Section 9(b). (c) Upon receiving a notice of termination of this Contract, Contractor will immediately cease all activities under this Contract, unless University expressly directs otherwise in writing. Upon termination of this Contract, Contractor will deliver to University all Work Product, documents, information, works-in-progress and other materials that are or would be deliverables or otherwise the property of University had the Contract been completed. Upon University's request, Contractor will surrender to anyone University designates, all documents, research or objects or other tangible things needed to complete the work.
12. **CONFLICT OF INTEREST.** Contractor covenants that it presently has no interest and will not acquire any interest, direct or indirect, which would conflict in any manner with or prohibit Contractor’s full performance of this Contract. Contractor also covenants that in the performance of this Contract no person having any such interest will be employed. Contractor further covenants that its performance of this Contract will not cause any employee or volunteer of University to violate ORS Chapter 244.
13. **NON-RESIDENT FOREIGN CONTRACTORS.** For non-resident foreign Contractors with U.S. sourced income, University will withhold Federal Tax at the applicable tax rate from Contractor's fee unless Contractor is eligible for tax treaty benefits, or qualifies for exemption under other areas of the tax code.  Contractor must provide a completed and signed US Internal Revenue Service (IRS) Form to claim tax treaty benefits (8233 or appropriate W8 form). Contractor must have a U.S. reporting Identification Number, a Social Security Number (SSN), IRS Tax Identification Number (ITIN), or Employer Identification Number (EIN) to be eligible for tax treaty benefits. If applicable, Contractor will enter the US in a legal status allowing Contractor to work for University as evidenced by the US Citizenship and Immigration Services (USCIS) I-94 stamped or attached to Contractor’s passport or this Contract is void.
14. **LIMITATION OF LIABILITIES.** UNIVERSITY WILL NOT BE LIABLE FOR (i) ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, OR SPECIAL DAMAGES UNDER THIS CONTRACT, OR (ii) ANY DAMAGES OF ANY SORT ARISING SOLELY FROM THE TERMINATION OF THIS CONTRACT IN ACCORDANCE WITH ITS TERMS.
15. **NOTICES.** Except as otherwise expressly provided in this Contract, any communications between the Parties or notices to be given under this Contract will be given in writing by personal delivery, facsimile, or mailing the same, postage prepaid, to Contractor or University at the address or number set forth on the signature page of this Contract, or to such other addresses or numbers as the Parties may from time to time direct in writing. Any communication or notice so addressed and mailed will be deemed to be given five days after mailing. Any communication or notice delivered by facsimile will be deemed to be given when receipt of the transmission is generated by the transmitting machine. To be effective against University, such facsimile transmission must be confirmed by telephone notice to University's supervising representative. Any communication or notice by personal delivery will be deemed to be given when actually delivered.
16. **CAPTIONS.** The captions or headings in this Contract are for convenience only and in no way affect the meaning or interpretation of this Contract.
17. **COMPLIANCE WITH APPLICABLE LAW.** Contractor will comply with all applicable federal, state, county, and local laws, ordinances, and regulations. Contractor also agrees to comply with all applicable laws prohibiting discrimination on the basis of race, sex, national origin, religion, age, sexual orientation, status as a veteran, or handicap.
18. **GOVERNING LAW; JURISDICTION; VENUE.** This Contract will be governed and construed in accordance with the laws of the State of Oregon without regard to principles of conflicts of law. Any claim, action, or suit between University and Contractor will be brought and conducted solely and exclusively within a Circuit Court for the State of Oregon. However, if any claim, action, or suit must be brought in a federal forum, it will be brought and conducted exclusively in the United States District Court for the District of Oregon. In no event will any part of this Contract be construed as a waiver by University of its sovereign and governmental immunities. BY EXECUTION OF THIS CONTRACT, CONTRACTOR CONSENTS TO IN PERSONAM JURISDICTION OF SUCH COURTS.
19. **RECYCLED PRODUCTS.** Unless expressly otherwise provided for in this Contract, all paper products will be sourced from mills using elemental chlorine-free processes and contain a minimum of 30% post-consumer waste.
20. **HAZARD COMMUNICATION.** Contractor will notify University prior to using products containing hazardous chemicals to which University employees may be exposed. Products containing hazardous chemicals are those products defined by Oregon Administrative Rules Chapter 437.
21. **SURVIVAL.** All provisions of this Contract that would reasonably be expected to survive the termination of this Contract will do so.
22. **SEVERABILITY.** If any term or provision of this Contract is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions will not be affected. The Parties agree to attempt to substitute for any illegal or unenforceable provision a valid or enforceable one that achieves the economic, legal and commercial objectives of the illegal and unenforceable provision to the greatest extent possible.
23. **SUCCESSORS IN INTEREST.** This Contract will be binding upon and will inure to the benefit of the Parties, and their respective successors and assigns.
24. **ECONOMIC OPPORTUNITIES.** Contractor will, when applicable, have made good faith efforts to work with or obtain materials to be used in performing the Contract from minority-owned, women-owned, and emerging small business enterprises.
25. **FEDERAL PROVISIONS**. If this Contract is federally funded in whole or in part, Contractor must comply with all applicable provisions of OMB Circular A-110. Further, if this Contract is funded with American Recovery and Reinvestment Act (ARRA) funds or if Federal Funding Accountability and Transparency Act (FFATA) applies, Contractor is required to submit certain information to University. If Contractor fails to timely submit such required information, University reserves the right to cancel this Contract or, if work has been performed, withhold payment until such required submittals have been received.
26. **EXCLUSIVITY**. University is not bound by exclusivity provisions.
27. **DUAL PAYMENT.** Contractor will not be compensated by any other party for work performed under this Contract.
28. **NO THIRD PARTY BENEFICIARIES.** University and Contractor are the only parties to this Contract and are the only parties entitled to enforce its terms. Nothing in this Contract gives, is intended to give, or will be construed to give any benefit or right, whether directly, indirectly or otherwise, to third persons unless such third persons are individually identified by name and expressly described in this Contract as intended beneficiaries.
29. **TIME IS OF THE ESSENCE.** Contractor agrees that time is of the essence under this Contract.
30. **OVERDUE ACCOUNT CHARGES.** Payment of overdue account charges by University will be subject to OAR 580-061-0050.
31. **FOREIGN CONTRACTOR.** If Contractor is not domiciled or registered to do business in the State of Oregon, Contractor will promptly provide to the Oregon Department of Revenue and the Secretary of State, Corporation Division, all information required by those agencies relative to this Contract. Contractor will demonstrate its legal capacity to perform these services in the State of Oregon prior to entering into this Contract.
32. **FORCE MAJEURE.** Neither University nor Contractor will be held responsible for delay or default caused by fire, riot, acts of God, terrorist acts, or other acts of political sabotage, or war where such cause was beyond, respectively, University or Contractor's reasonable control. Contractor will, however, make all reasonable efforts to remove or eliminate such a cause of delay or default and will, upon the cessation of the cause, diligently pursue performance of its obligation under this Contract.
33. **WAIVER.** The failure of University to enforce any provision of this Contract will not constitute a waiver by University of that or any other provision.
34. **ATTACHMENTS.** All attachments, addenda, schedules and exhibits which are referred to in this Contract are incorporated in this Contract.
35. **MERGER.** THIS CONTRACT CONSTITUTES THE ENTIRE AGREEMENT BETWEEN THE PARTIES. THERE ARE NO UNDERSTANDINGS, AGREEMENTS, OR REPRESENTATIONS, ORAL OR WRITTEN, NOT SPECIFIED IN THIS CONTRACT REGARDING THIS CONTRACT. NO AMENDMENT, CONSENT, OR WAIVER OF TERMS OF THIS CONTRACT WILL BIND EITHER PARTY UNLESS IN WRITING AND SIGNED BY ALL PARTIES. ANY SUCH AMENDMENT, CONSENT, OR WAIVER WILL BE EFFECTIVE ONLY IN THE SPECIFIC INSTANCE AND FOR THE SPECIFIC PURPOSE GIVEN. CONTRACTOR, BY THE SIGNATURE TO THIS CONTRACT OF ITS AUTHORIZED REPRESENTATIVE, ACKNOWLEDGES HAVING READ AND UNDERSTOOD THE CONTRACT AND CONTRACTOR AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS.
36. **COMMUNICATIONS STANDARDS AND GRAMMAR AND STYLE GUIDELINES.** Contractor will conform to all applicable University Communications Standards and University Grammar and Style Guidelines as set forth in the UO Style Guide available at: <http://des.uoregon.edu/stylemanual.pdf>.
37. **EXECUTION AND COUNTERPARTS.** This Contract may be executed in counterparts, and via facsimile or electronically transmitted signature (i.e. emailed scanned true and correct copy of the signed Contract), each of which will be considered an original and all of which together will constitute one and the same Contract. At the request of a Party, the other Party will confirm facsimile or electronically transmitted signature page by delivering an original signature page to the requesting Party.

**ATTACHMENT D**

**PERSONAL SERVICES CONTRACT INSURANCE REQUIREMENTS**

**(Only complete when insurance is required)**

**During the term of this Contract, Contractor will maintain in full force at Contractor’s own expense the insurance indicated below and fulfill the following requirements:**

**1.** **General Liability Insurance  Required by University  Not Required by University**

Contractor will obtain comprehensive general liability insurance with a broad form CGL endorsement or broad form commercial general liability insurance, with a minimum combined single limit of not less than  $1,000,000 for each occurrence and $2,000,000 aggregate or  $2,000,000 for each occurrence and $5,000,000 aggregate covering bodily injury and property damage, and will include personal and advertising injury liability, products liability, and contractual liability coverage for the indemnity provided under this Contract. It will provide that University and officers and employees are additional insureds but only with respect to the Contractor's services to be provided under this Contract(*See* Paragraph #4 of this Attachment).

**2.** **Commercial Auto Liability Insurance:  Required by University  Not Required by University**

Commercial automobile liability insurance with a minimum combined single limit of $1,000,000 for each accident and $2,000,000 aggregate for bodily injury and property damage, including coverage for owned, hired and non-owned vehicles, as applicable.

**3.** **Professional Liability Insurance: Required by University  Not Required by University**

Examples to consider: attorney, physician, dentist, counselor, architects, etc. Professional Liability insurance with a combined single limit, or the equivalent, of not less than  $1,000,000 per occurrence and $2,000,000 aggregate or  $2,000,000 per occurrence and $5,000,000 aggregate. This is to cover damages caused by error, omission, or negligent acts related to the professional services to be provided under this Contract. If this insurance is arranged on a “claims made” basis, “tail” coverage will be required at the completion of this Contract for a duration of 24 months. Only a certificate is required.

**If in the presence of minors:  Required by University  Not required by University**

In addition to the above professional liability insurance requirements, above, Contractor’s professional liability insurance policy will contain provisions for coverage of allegations of corporal punishment, sexual abuse, and molestation.

**4. Insurance; Certificates of Insurance and Endorsements.**

Contractor will obtain insurance policies issued by an insurance company authorized to do business in the State of Oregon with a minimum financial rating of an AM Best rating of A- or higher. Contractor’s liability insurance, except for professional liability insurance, will be arranged on an “occurrence” basis. The Contractor will be financially responsible for all pertinent deductibles, self-insured retentions and/or self-insurance.

Upon request by University, Contractor must provide to University a Certificate of Insurance from the insuring company evidencing insurance coverage required by this Contract.  The “Description of Operations” must include (using the following exact language) the “**State Board of Higher Education acting by and through the University of Oregon, their officers and employees”** as additional insured. The certificate will provide that the insurance company will give a 30-days’ written notice to University if the insurance is cancelled or materially changed.  
  
Upon request by University, Contractor will provide to University an endorsement from the insuring company, naming (using the following exact language) the “**State Board of Higher Education acting by and through the University of Oregon, their officers and employees”** as additional insured. If requested, complete copies of insurance policies will be provided to University.

**5. Notice of cancellation or change.** Contractor will not cancel, materially change, reduce limits, or fail to renew the insurance coverage(s) without 30-days' written notice from the Contractor or insurer(s) to University, Contract Manager at the following address: 720 E. 13th Avenue, Suite 302, Eugene, OR 97401.