



**OREGON INSTITUTE OF TECHNOLOGY
PERSONAL/PROFESSIONAL SERVICES CONTRACT
CONTRACT #**

This Personal/Professional Services Contract (“Contract”) is by and between the Oregon Institute of Technology (“Oregon Tech”) and (“Contractor”). Oregon Tech’s contract representative for this Contract is (“Contract Representative”).

1. Effective Date and Duration. This Contract shall become effective upon signature of both parties. Unless earlier terminated or extended as provided in this section, this Contract shall expire on (“Term”) [NOTE: *If using following optional language: please replace “Term” with (“Initial Term”)*]. [OPTIONAL LANGUAGE: *Oregon Tech shall have the option to extend this Contract beyond the Initial Term for [NUMBER] successive [NUMBER]-year renewal terms (each a “Renewal Term” and together with the Initial Term, the “Term”) by written notice to the Contractor prior to the end of the then-current Term*]. Any expiration or termination of this Contract shall not extinguish or prejudice Oregon Tech’s right to enforce this Contract with respect to any right that accrued prior to the Contract’s expiration or termination, including without limitation: (a) any breach of a Contractor warranty, or (b) any default or defect in Contractor performance that has not been cured.

2. Statement of Work. Contractor will provide the following personal/professional services: as further described in **Exhibit A** (“Project”).

3. Consideration. In consideration of the services provided by Contractor, Oregon Tech agrees to pay Contractor, from available and authorized funds, a sum not to exceed \$, during the Term [If using optional language above add: *(including the Initial Term and both Renewal Terms)*], for accomplishing the work required by this Contract. The foregoing sum shall include any travel and other expense reimbursement authorized in Section 7, Travel and Other Expense, below. If Oregon Tech makes any interim payments to Contractor, such payments shall be made only in accordance with the schedule and requirements outlined in **Exhibit A**.

4. Terms and Conditions. The terms and conditions of this Contract are contained on the following pages titled “Oregon Institute of Technology Standard Personal/Professional Contract Provisions” (the “Terms and Conditions”).

5. Contract Representatives. Oregon Tech and Contractor shall each appoint a representative who shall be the party’s primary point of contact with respect to this Contract and the Project (“Contract Representative”). Oregon Tech’s initial Contract Representative will be the individual identified in the introductory paragraph above, and Contractor’s initial Contract Representative will be . The parties may each change their Contract Representative at any time at their sole discretion by providing written notice to the other party. The Contract Representatives shall meet regularly [*and in no circumstance less often than monthly*]. The purpose of the meetings is to promote collaboration, coordination, and communication between the parties. Project management meetings, at a minimum, will ensure that the parties will to discuss the following at each meeting: (a) progress of the Project, including achievement of Project objectives, metrics, plans, and timelines, (b) quality of work performed, (c) change orders or amendments to the Project or the work, (d) scope of any necessary ancillary work, (e) Oregon Tech’s reasonable needs for access to any work site where Contractor is working, (f) Contractor’s reasonable need for access to any campus location outside of a Project work site, (g) other Project coordination issues, and (h) any portion of the Project needing Oregon Tech’s review and approval.

6. Additional Remedies. In addition to and without limiting those remedies described in Section 23 of the Terms and Conditions, (a) in the event that Contractor is in breach of this Contract and Oregon Tech provides notice of such breach to Contractor, Oregon Tech is immediately excused from performing its obligations under this Contract until such time as Contractor cures the breach, regardless of whether the Contract is terminated, and (b) in the event of termination of this Contract pursuant to Sections 21(b)(2) or (c) of the Terms and Conditions, Oregon Tech may, in its sole discretion, determine that Contractor is ineligible for any future awards or contracts from or with Oregon Tech.

7. Travel and Other Expense. Not allowable under this Contract. / Oregon Tech shall reimburse Contractor for travel and other expenses in accordance with the Oregon Tech Contractor Travel Reimbursement Policy, attached in **Exhibit D**. Travel and other expense reimbursement under this Contract shall not exceed \$.

8. Contract Documents. This Contract consists of the following documents attached and incorporated by reference, and in the event of conflicts or discrepancies among the documents, interpretations will be based on the following descending order of precedence: this Personal/Professional Services Contract (which includes the Terms and Conditions), **Exhibits A** (Statement of Work), **B** (Insurance), **C** (Certification Statement for Independent Contractor), **D** (Oregon Tech Contractor Travel Reimbursement Policy), **[FOR CONTRACTS >\$250,000 E (Retainage)]**.

CONTRACTOR DATA AND CERTIFICATION

Name (tax filing):

Address:

Phone No.:

Email:

MWESB Certification #: _____

DBE MBE WBE ESB

Payment information will be reported to the Internal Revenue Service (IRS) under the name and taxpayer ID number submitted. (See IRS 1099 for additional instructions regarding taxpayer ID numbers.) Information not matching IRS records could subject Contractor to backup withholding.

OREGON INSTITUTE OF TECHNOLOGY STANDARD PERSONAL/PROFESSIONAL CONTRACT PROVISIONS

- 1. ACCESS TO RECORDS.** Contractor shall maintain books, records, documents, and other evidence and accounting procedures and practices sufficient to reflect properly all costs of whatever nature claimed to have been incurred and anticipated to be incurred in the performance of this Contract. Oregon Tech, the Oregon Secretary of State, Federal Government, and their duly authorized representatives shall have access to the books, documents, papers, and records of Contractor which are directly pertinent to this Contract for the purpose of making audit, examination, excerpts, and transcripts. Such books and records shall be maintained by Contractor for a minimum of three (3) years, or such longer period as may be required by applicable law, following final payment and termination of this Contract, or until the conclusion of any audit, controversy, or litigation arising out of or related to this Contract, whichever date is later.
- 2. AVAILABILITY OF FUNDS.** Oregon Tech certifies that sufficient funds are available and authorized for expenditure to finance costs of this Contract within its current biennial appropriation or expenditure limitation, provided, however, that continuation of this Contract, or any extension, after the end of the fiscal period in which it is written, is contingent on a new appropriation or limitation for each succeeding fiscal period sufficient in amount, in the exercise of the Oregon Tech's reasonable administrative discretion, to continue to make payments under this Contract.
- 3. CAPTIONS.** The captions or headings in this Contract are for convenience only and in no way define, limit, or describe the scope or intent of any provisions of this Contract.
- 4. COMPLIANCE WITH APPLICABLE LAW.** Contractor shall comply with all federal, state, county, and local laws, ordinances, and regulations applicable to the work to be done under this Contract. Contractor specifically agrees to comply with all applicable requirements of federal and state civil rights and rehabilitation statutes, rules, and regulations. Contractor shall also comply with the Americans with Disabilities Act of 1990 (Pub. L. No. 101-336), Title VI of the Civil Rights Act of 1964, Section V of the Rehabilitation Act of 1973, Oregon Revised Statutes (ORS) 659A.142, and all regulations and administrative rules established pursuant to those laws. Contractor further agrees to make payments promptly when due, to all persons supplying to such Contractor, labor or materials for the prosecution of the work provided in this Contract; pay all

contributions or amounts due the Industrial Accident Funds from such Contractor responsibilities incurred in the performance of this Contract; not permit any lien or claim to be filed or prosecuted against the state on account of any labor or material furnished; pay to the Department of Revenue all sums withheld from employees pursuant to ORS 316.167. If Contractor fails or refuses to make any such payments required herein, the appropriate Oregon Tech official may pay such claim. Any payment of a claim in the manner authorized in this Section shall not relieve the Contractor or Contractor's surety from obligation with respect to unpaid claims. Contractor shall promptly pay any person or entity that furnishes medical care to Contractor's employees those sums which Contractor agreed to pay for such services and all money Contractor collected or deducted from employee's wages to provide such services.

5. **DISCLOSURE OF SOCIAL SECURITY NUMBER.** Contractor must provide Contractor's Social Security number unless Contractor provides a federal tax ID number. The number is requested pursuant to ORS 305.385 and Oregon Administrative Rules (OAR) 150-305-100. Social Security numbers provided pursuant to this authority will be used for the administration of state, federal and local tax laws.
6. **EXECUTION AND COUNTERPARTS.** This Contract may be executed in several counterparts, each of which shall be an original, all of which shall constitute but one and the same instrument.
7. **GOVERNING LAW.** This Contract shall be governed, construed, and enforced in accordance with the laws of the State of Oregon without regard to principles of conflicts of law. Any claim, action, or suit between Oregon Tech and Contractor that arises out of or relates to the performance of this Contract shall be brought and conducted solely and exclusively within the Circuit Court for Marion County, for the State of Oregon. Provided, however, that if any such claim, action, or suit may be brought in a federal forum, it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon.
CONTRACTOR, BY EXECUTION OF THIS CONTRACT, HEREBY CONSENTS TO THE IN PERSONAM JURISDICTION OF SAID COURTS.
8. **HAZARD COMMUNICATION.** Contractor shall notify Oregon Tech prior to using products containing hazardous chemicals to which Oregon Tech employees may be exposed. Products containing hazardous chemicals are those products defined by Oregon Administrative Rules, Chapter 437. Upon Oregon Tech's request, Contractor shall immediately provide Material Safety Data Sheets for the products subject to this provision.
9. **INDEMNITY, RESPONSIBILITY FOR DAMAGES.** Contractor shall be solely responsible for all damage to property, death, illness, bodily injury, loss, expense (including reasonable attorney's fees and costs), arising or resulting from or in any way related to (a) Contractor's breach of its obligations under this Contract or (b) any act or omission of Contractor, or any of its subcontractors, members, managers, directors, officers, trustees, agents, contractors, or employees. Contractor shall save, defend, indemnify, and hold harmless Oregon Tech and its board members, trustees, directors, officers, agents, contractors, employees, and members (collectively, the "Indemnified Parties") from and against any and all Damage (defined below) or Proceeding (defined below), arising or resulting from or in any way related to a Claim (defined below). The term "Damage" means any and all damage to property, death, illness, bodily injury, demands, losses, damages, liabilities, or expenses, including, without limitations, attorney's fees and costs, however incurred, including at trial, mediation, arbitration, in any bankruptcy proceeding, on appeal, and any petition for review. The term "Proceeding" means any and all third-party claims, suits, actions, and proceedings, of any kind or nature, including, without limitation, any lawsuit, mediation, arbitration, bankruptcy proceeding, appeal, or any petition for review. The term "Claim" means (a) Contractor's breach of its obligations under this Contract, (b) any act or omission of Contractor, its subcontractors, members, managers, directors, officers, trustees, agents, contractors, or employees, or (c) any material breach of a representation or warranty of Contractor contained in this Contract or related to this Contract or the work to be provided or actually provided by Contractor under this Contract. Contractor's obligations under this Paragraph shall survive the expiration or termination of this Contract for any reason.

In the event any Proceeding is brought against any of the Indemnified Parties by reason of any Claim, upon the request of Oregon Tech, Contractor shall resist or defend such Proceeding with counsel satisfactory to Oregon Tech, and Oregon Tech agrees to thereafter reasonably assist, at Contractor's expense, in such defense. Thereafter, Contractor shall have control of the defense and settlement thereof, but neither Contractor nor any attorney engaged by Contractor shall defend the Proceeding in the name of Oregon Tech, settle any portion of the Proceeding, nor purport to act as legal representative of Oregon Tech, without the prior written consent of Oregon Tech. At any time Oregon Tech may, at Contractor's expense, provide its own defense or assume its own defense from Contractor if Oregon Tech reasonably determines that (a) Contractor is prohibited from defending Oregon Tech, (b) Contractor is not adequately defending Oregon Tech's interests, or (c) an important governmental principle is at issue. If Contractor has assumed and is diligently proceeding with Oregon Tech's defense, Oregon Tech may settle any Proceeding (a) at Contractor's cost, only if Contractor consents to or approves such settlement, or (b) at Oregon Tech's cost, without Contractor's consent or approval. Contractor's obligations under this Paragraph shall survive the expiration or termination of this Contract for any reason.

- 10. INDEPENDENT CONTRACTOR STATUS.** The service(s) to be rendered under this Contract are those of an independent contractor. Although Oregon Tech reserves the right to determine and modify the delivery schedule for the work to be performed and to evaluate the quality of the completed performance, Oregon Tech cannot and shall not control the means or manner of Contractor's performance. Contractor is responsible for determining the appropriate means and manner of performing the work. Contractor is not to be considered an agent or employee of Oregon Tech for any purpose, and neither Contractor nor any of Contractor's agents or employees are entitled to any of the benefits that Oregon Tech provides its employees. Contractor shall be solely and entirely responsible for its acts and for the acts of its agents or employees during the performance of this Contract. If Contractor is providing personal services as an individual, Contractor: (a) is engaged as an independent contractor and shall be responsible for any Federal or State taxes applicable to this payment; (b) will not be eligible for any Federal Social Security, State Worker's Compensation, unemployment insurance, or Public Employees Retirement System benefits from this Contract payment; (c) is not an officer, employee, or agent of the State as these terms are used in ORS 30.265 and shall not be under the direction and control of Oregon Tech; (d) is not currently employed by the Federal Government and the amount charged does not exceed the normal charge for the type of service provided if payment is to be charged against Federal funds; and (e) must furnish Form 8233 in duplicate with this Contract if Contractor is a non-resident alien and claims exemption from Federal withholding tax. Oregon Tech shall report the total amount of all payments to Contractor, including any expenses, in accordance with Federal Internal Revenue Service and State of Oregon Department of Revenue regulations. Any persons employed or engaged by Contractor in connection with the performance of services under this Contract shall be Contractor's employees or contractors and Contractor shall be fully responsible for them and indemnify Oregon Tech against any claims made by or on behalf of any such employee or contractors.
- 11. INSURANCE.** Contractor shall provide insurance as indicated in **Exhibit B**, attached hereto and by this reference made a part hereof. Insurance policies, which cannot be excess to a self-insurance program, are to be issued by an insurance company authorized to do business in the State of Oregon. The "Oregon Institute of Technology and its trustees, officers and employees" shall be included as an additional insured in said insurance policy. If any of the liability insurance is arranged on a "claims made" basis, "tail" coverage will be required at the completion of this Contract for a duration of twenty-four (24) months.
- 12. LIMITATION OF LIABILITIES.** Except for liability arising under or related to Sections 15(a) or 23(b), neither party shall be liable for any indirect, incidental, consequential, or special damages under this Contract or any damages of any sort arising solely from the termination of this Contract in accordance with its terms.

- 13. NOTICES.** Except as otherwise expressly provided in this Contract, any communications between the parties hereto or notices to be given hereunder shall be given in writing by personal delivery, facsimile, or mailing the same, postage prepaid, if to Contractor to the address listed in the “Contractor Data & Certification” Section of this Contract or if to Oregon Tech, to Procurement, Contracts, and Risk Management, 27500 SW Parkway Avenue, Wilsonville, Oregon 97070. Any communication or notice so addressed and mailed shall be deemed to be given five (5) days after mailing. Any communication or notice by personal delivery shall be deemed to be given when actually delivered. Any communication or notice sent by facsimile shall be deemed to be given on the date sent by facsimile (with confirmation of transmission), if sent during normal business hours of the recipient, and on the next business day if sent after normal business hours of the recipient.
- 14. OWNERSHIP OF WORK PRODUCT.** All work product of Contractor that results from this Contract (“Work Product”) is the exclusive property of Oregon Tech. Oregon Tech and Contractor intend that such Work Product be deemed “work made for hire” of which Oregon Tech shall be deemed the author. If for any reason the Work Product is not deemed “work for hire”, Contractor hereby irrevocably assigns to Oregon Tech all of its right, title, and interest in and to any and all of the Work Product, whether arising from copyright, patent, trademark or trade secret, or any other state or federal intellectual property law or doctrine. Contractor shall execute such further documents and instruments as Oregon Tech may reasonably request in order to fully vest such rights in Oregon Tech. 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.
- 15. REPRESENTATIONS AND WARRANTIES.** (a) Contractor’s Representations and Warranties. Contractor represents and warrants to Oregon Tech that (1) Contractor has the power and authority to enter into and perform this Contract; (2) this Contract, when executed and delivered, shall be a valid and binding obligation of Contractor enforceable in accordance with its terms; (3) the work under this Contract shall be performed in a good and workmanlike manner and in accordance with the highest professional standards; (4) Contractor shall at all times during the term of this Contract, be qualified, professionally competent, and duly licensed to perform the work; and (5) any software products delivered under this Contract that process date or date related data shall recognize, store and transmit date data in a format which explicitly and unambiguously specifies the correct century. (b) Warranties Cumulative. The warranties set forth in this Section 15 are in addition to, and not in lieu of, any other warranties provided.
- 16. SURVIVAL.** All rights and obligations shall cease upon termination or expiration of this Contract, except for the rights and obligations set forth in the Section titled “Effective Date and Duration,” and Sections 1, 7, 9, 10, 12, 14, 15, 16, and 23.
- 17. 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 shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Contract did not contain the particular term or provision held to be invalid.
- 18. SUBCONTRACTS AND ASSIGNMENTS.** Contractor shall not enter into any subcontracts for any of the work required by this Contract, or assign or transfer any of its interest in this Contract, without obtaining prior written approval from Oregon Tech. In addition to any provisions Oregon Tech may require, Contractor shall include in any permitted subcontract under this Contract a requirement that the subcontractor be bound by this Section and Sections 1, 9, 14, 27, and 30 as if the subcontractor were the Contractor. Oregon Tech’s consent to any subcontract shall not relieve Contractor of any of its duties or obligations under this Contract.
- 19. SUCCESSORS IN INTEREST.** Subject to the above restriction on subcontracts and assignments, the provisions of this Contract shall be binding upon and shall inure to the benefit of the parties hereto, and their respective authorized successors and assigns.
- 20. TAX COMPLIANCE CERTIFICATION.** Contractor hereby affirms, under penalty of perjury, as provided in ORS 305.385(6), that to the best of Contractor’s knowledge Contractor is

not in violation of any of the tax laws described in ORS 305.380(4), which include a state tax imposed by ORS 320.005 to 320.150 and 403.200 to 403.250, ORS Chapters 118, 314, 316, 317, 318, 321 and 323; the elderly rental assistance program under ORS 310.630 to 310.706; and local taxes administered by the Oregon Department of Revenue under ORS 305.620. If this Contract is executed, this information will be reported to the Internal Revenue Service (IRS). Information not matching IRS records could subject Contractor to backup withholding.

- 21. TERMINATIONS.** (a) This Contract may be terminated at any time by mutual consent of the parties, or by Oregon Tech for convenience upon thirty (30) days' written notice to the Contractor. (b) In addition, Oregon Tech may terminate this Contract effective upon delivery of notice to Contractor, or at such later date as may be established by the Oregon Tech, if (1) federal or state laws, rules, regulations, or guidelines are modified, changed, or interpreted in such a way that either the work under this Contract is prohibited or Oregon Tech is prohibited from paying for such work from the planned funding source; or (2) any license or certificate required by law or regulation to be held by the Contractor to provide the services required by this Contract is for any reason denied, revoked, or not renewed. (c) This Contract may also be immediately terminated by Oregon Tech for default (including breach of Contract) if (1) Contractor fails to provide services or materials called for by this Contract within the time specified herein or any extension thereof; or (2) 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 Oregon Tech, fails to correct such failure within ten business days.
- 22. TERMINATION DUE TO NONAPPROPRIATION OF FUNDS.** If sufficient funds are not provided in future legislatively approved budgets of Oregon Tech (or from applicable Federal, state, or other sources) to permit Oregon Tech in the exercise of its reasonable administrative discretion to continue this Contract, or if Oregon Tech or the program for which this Contract was executed is abolished, Oregon Tech may terminate this Contract without further liability by giving Contractor not less than thirty (30) days' notice. In determining the availability of funds from the Oregon Legislature for this Contract, Oregon Tech may use the budget adopted for it by the Joint Ways and Means Committee of the Oregon Legislative Assembly.
- 23. REMEDIES.** (a) In the event of termination pursuant to Sections 21(a), (b)(1), or 22, Contractor's sole remedy shall be a claim for the sum designated for accomplishing the work multiplied by the percentage of work completed and accepted by Oregon Tech, less previous amounts paid and any claim(s) which Oregon Tech has against Contractor. If previous amounts paid to Contractor exceed the amount due to Contractor under Section 23(a), Contractor shall pay any excess to Oregon Tech on demand. (b) In the event of termination pursuant to Sections 21(b)(2) or (c), Oregon Tech shall have any remedy available to it in law or equity. If it is determined for any reason that Contractor was not in default under Sections 21(b)(2) or (c), the rights and obligations of the parties shall be the same as if the Contract was terminated pursuant to Section 21(a). (c) Upon receiving a notice of termination of this Contract, Contractor shall immediately cease all activities under this Contract, unless Oregon Tech expressly directs otherwise in such notice of termination. Upon termination of this Contract, Contractor shall deliver to Oregon Tech all documents, information, works-in-progress, and other property that are or would be deliverables had the Contract work been completed. Upon Oregon Tech's request, Contractor shall surrender to anyone Oregon Tech designates, all documents, research, objects or other tangible things needed to complete the work.
- 24. NO THIRD-PARTY BENEFICIARIES.** Oregon Tech 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 shall be construed to give or provide any benefit or right, whether directly, indirectly or otherwise, to third persons unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this Contract.
- 25. TIME IS OF THE ESSENCE.** Contractor agrees that time is of the essence under this Contract.
- 26. FOREIGN CONTRACTOR.** If the Contractor is not domiciled in or registered to do business in the State of Oregon, Contractor shall 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. The Contractor shall demonstrate its legal capacity to perform these services in the State of Oregon prior to entering into this Contract.

27. **FORCE MAJEURE.** Neither Oregon Tech nor Contractor shall be held responsible for delay or default caused by fire, riot, acts of God, public health emergency, or war where such cause was beyond, respectively, Oregon Tech's or Contractor's reasonable control. Contractor shall, however, make all reasonable efforts to remove or eliminate such a cause of delay or default and shall upon the cessation of the cause, diligently pursue performance of its obligations under this Contract. Oregon Tech may terminate this Contract upon written notice to Contractor after reasonably determining that the failure or delay will likely prevent successful performance of this Contract.
28. **WAIVER.** The failure of Oregon Tech to enforce any provision of this Contract shall not constitute a waiver by Oregon Tech of that or any other provision.
29. **RECYCLING.** In the performance of this Contract, the Contractor shall use, to the maximum extent economically feasible, recycled paper.
30. **FERPA.** The Family Educational Rights and Privacy Act (FERPA), 20 USC §1232g, applies to education records of individual students held by Oregon Tech. If Contractor has access to personally identifiable education records, it shall not disclose them to anyone, except as required or allowed by applicable law. Contractor and Oregon Tech shall comply with all applicable statutes and rules related to FERPA and education records.
31. **DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS.** Contractor hereby affirms that to the best of Contractor's knowledge, Contractor is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in this Contract by any federal department or agency, in accordance with 2 CFR 200.213, 2 CFR 200.214, and 2 CFR 180.
32. **MERGER.** THIS CONTRACT CONSTITUTES THE ENTIRE AGREEMENT BETWEEN THE PARTIES. THERE ARE NO UNDERSTANDINGS, AGREEMENTS, OR REPRESENTATIONS, ORAL OR WRITTEN, NOT SPECIFIED HEREIN REGARDING THIS CONTRACT. NO AMENDMENT, CONSENT, OR WAIVER OF TERMS OF THIS CONTRACT SHALL BIND EITHER PARTY UNLESS IN WRITING AND SIGNED BY ALL PARTIES AND ALL NECESSARY STATE APPROVALS HAVING BEEN OBTAINED. ANY SUCH AMENDMENT, CONSENT, OR WAIVER SHALL BE EFFECTIVE ONLY IN THE SPECIFIC INSTANCE AND FOR THE SPECIFIC PURPOSE GIVEN. CONTRACTOR, BY THE SIGNATURE HERETO OF ITS AUTHORIZED REPRESENTATIVE, ACKNOWLEDGES HAVING READ AND UNDERSTOOD THIS CONTRACT AND CONTRACTOR AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS. ADDITIONALLY, CONTRACTOR CERTIFIES THAT (A) TO THE BEST OF CONTRACTOR'S KNOWLEDGE, CONTRACTOR IS NOT IN VIOLATION OF ANY LAW AS IDENTIFIED IN SECTION 20 OR 31; (B) CONTRACTOR AGREES TO PERFORM THE WORK REQUIRED BY **EXHIBIT A** IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF THIS CONTRACT; (C) CERTIFIES THAT IT IS AN INDEPENDENT CONTRACTOR AS DEFINED IN ORS 670.600; AND **(D) THE STATEMENTS CONTAINED IN EXHIBIT C ARE TRUE AND CORRECT.**

[Signature Page Follows.]

IN WITNESS WHEREOF, this Contract has been signed, as of the dates set forth below, by the duly authorized representatives of the respective parties.

Oregon Institute of Technology

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

By: _____

Name: _____

Title: _____

Date: _____

EXHIBIT A STATEMENT OF WORK

*SAMPLE: Contractor will supply all necessary tools, equipment, supplies, and labor to __, as detailed in Oregon Tech RFQ # __, issued __, attached hereto as **Exhibit**, and Contractor's proposal in response to RFQ # __, dated __, attached hereto as **Exhibit**.*

*In the event of any conflict between **Exhibit** and this Contract or between **Exhibit** and this Contract, the order of precedence set forth in Section 8, Contract Documents, shall govern and control the rights and responsibilities of the parties.*

PROJECT REQUIREMENTS

*Except if otherwise explicitly agreed in writing, Contractor must conform in every respect to the scope of work, requirements, and specifications described beginning on page __ of the RFQ, attached hereto as **Exhibit**. The parties agree that exceptions to the scope of work, requirements and minimum specifications described in the RFQ are as follows: [INSERT EXCEPTIONS]*

PROJECT SCHEDULE AND PROGRES MONITORING

After the parties execute the Contract, Contractor will prepare a detailed Project schedule identifying all major Project tasks and milestones. The Project schedule shall be subject to Oregon Tech's approval, which approval shall not be unreasonably withheld. The Project schedule must, at a minimum, include the following tasks and milestones required for the timely execution and completion of the Project: [INSERT MILESTONES].

- a. During the Term of the Project, Oregon Tech will regularly review the Project schedule with the Contractor to ensure timely completion of the Project. Project schedule revisions or deviations may only be made by mutual agreement by the parties.*
- b. The parties will coordinate the Project work through regularly scheduled meetings between Oregon Tech and Contractor's Contract Representatives. Contractor will provide progress measurement and tracking worksheets and related analytics to illustrate the Project's progress throughout the Term.*
- c. Any installation, implementation, or performance defects identified must be corrected at no additional cost to the Oregon Tech within thirty (30) days of the date of defect identification.*

Contractor agrees that it and its employees will comply with the Oregon Tech Tobacco and Marijuana Free Campus Policies.

CONSIDERATION

- a. [Consideration Rates – Fixed Fee, T&M (list hourly rates and explain authorized expenses).
*SAMPLE: During the Term, Oregon Tech shall pay Contractor on a time and materials basis, but shall not exceed a total maximum sum of __]**
- b. Payment for all work performed under this Contract shall be subject to the provisions of [Oregon Tech Policy 580-061-0050](#) and shall not exceed the total maximum sum of \$[AMOUNT] during the Term. Invoices may be submitted to: Oregon Institute of Technology, Accounts Payable – Snell Hall, 3201 Campus Drive, Klamath Falls, OR 97601-8801 or BAO-baoapay@oit.edu.*

[SAMPLE FOR RENEWAL PRICING: Should the parties agree to extend the Contract for additional Renewal Terms beyond the Initial Term, Oregon Tech will retain the option to engage Contractor for services in the amount of [INSERT]].

- c. Unless otherwise specified, Contractor shall submit monthly invoices for work performed. Payments shall be made to Contractor following Oregon Tech's review and approval of invoices submitted by Contractor. Contractor shall not submit invoices for, and Oregon Tech will not pay, any amount in excess of the maximum compensation amount set forth above. If this maximum compensation amount is increased by amendment of this Contract, the amendment must be fully effective before Contractor performs work subject to the amendment. The billings shall also include the total amount billed to date by Contractor prior to the current invoice.
- d. Invoices shall describe all work performed with particularity, by whom it was performed, and shall itemize and explain all expenses for which reimbursement is claimed. The billings shall also include the total amount billed to date by Contractor prior to the current invoice.
- e. Travel and other expenses shall not be reimbursed. This is a fixed fee contract. / Oregon Tech shall reimburse Contractor for travel and other expenses in accordance with the Oregon Tech Contractor Travel Reimbursement Policy, attached as **Exhibit D**. Travel and other expense reimbursement under this Contract shall not exceed \$. The Contract not-to-exceed amount indicated in Section 3, Consideration on page 1, shall be inclusive of all travel and expense reimbursements.
- f. **[FOR CONTRACTS >\$250,000]** This Contract is subject to the provisions of [Oregon Tech Policy 580-063-0045](#) regarding retainage on progress payments to the Contractor for the Project work. Oregon Tech's retainage requirements are summarized in **Exhibit E**, attached hereto and by this reference made a part of the Contract.

EXHIBIT B INSURANCE

During the term of this Contract, Contractor shall maintain in full force at its own expense, each insurance noted below:

1. Required by Oregon Tech of Contractor with one or more workers, as defined by ORS 656.027.

Contractor, its subcontractors, if any, and all employers providing work, labor, or materials under this Contract are subject employers under the Oregon Workers' Compensation Law, and shall either comply with ORS 656.017, which requires said employers to provide workers' compensation coverage that satisfies Oregon law for all their subject workers, or shall comply with the exemption set out in ORS 656.126.

2. Required by Oregon Tech Not required by Oregon Tech.

Professional Liability insurance with a combined single limit, or the equivalent, of not less than \$1,000,000 for each claim, incident or occurrence, with an annual aggregate limit of \$2,000,000. This is to cover damages caused by error, omission or negligent acts related to the professional services to be provided under this Contract. The policy must provide extending reporting period coverage for claims made within two years after this Contract is completed.

3. Required by Oregon Tech Not required by Oregon Tech.

General Liability insurance with a combined single limit, or the equivalent, of not less than \$2,000,000 for each claim, incident or occurrence, with an annual aggregate limit of \$4,000,000 for Bodily Injury and Property Damage. It shall include contractual liability coverage for the indemnity provided under this Contract.

4. Required by Oregon Tech Not required by Oregon Tech.

Automobile Liability insurance with a combined single limit, or the equivalent, of not less than \$500,000 for each claim, incident or occurrence, with an annual aggregate limit of \$1,000,000 for Bodily Injury and Property Damage, including coverage for owned, hired or non-owned vehicles, as applicable.

5. Certificates of Insurance. As evidence of the insurance coverage required by this Contract, the Contractor shall furnish an endorsement from the insurance company naming the "Oregon Institute of Technology, its trustees, officers and employees" as additional insureds with respect to the work of this Contract. Insuring companies or entities are subject to Oregon Tech acceptance. If requested, complete copies of insurance policies, trust agreements, etc. shall be provided to Oregon Tech. The Contractor shall be financially responsible for all pertinent deductibles, self-insured retentions and/or self-insurance.

6. Notice of cancellation or change. There shall be no cancellation, material change, reduction of limits or intent not to renew the insurance coverage(s) without thirty (30) days written notice from the Contractor or its insurer(s) to Oregon Tech at the following address: Procurement, Contracts, and Risk Management, 27500 SW Parkway Avenue, Wilsonville, Oregon 97070 or RiskManagement@oit.edu.

EXHIBIT C
CERTIFICATION STATEMENT FOR INDEPENDENT CONTRACTOR

(Contractor completes if Contractor is not a corporation or is a Professional Corporation)

Contractor certifies he/she is independent and meets the following standards:

1. Registered under ORS Chapter 701 to provide services for which such registration is required.
2. Filed all federal and state income tax returns in the name of my business or a business Schedule C as part of the personal income tax return, for the previous year, or expect to file federal and state income tax returns, for services performed as an independent contractor in the previous year.
3. Furnish the tools or equipment necessary for the contracted labor or services.
4. Authority to hire and fire employees who perform the labor or services.
5. Represent to the public that the services are to be provided by independently established business as four (4) or more of the following circumstances exist. **Check four or more of the following:**
 - A. The labor or services are primarily carried out at a location that is separate from my residence or is primarily carried out in a specific portion of my residence, which is set aside as the location of the business.
 - B. Commercial advertising or business cards are purchased for the business, or I have a trade association membership;
 - C. Telephone listing is used for the business that is separate from the personal residence listing.
 - D. Services are performed only pursuant to written contracts.
 - E. Services are performed for two or more different persons within a period of one year.
 - F. I assume financial responsible for defective workmanship or for service not provided as evidenced by the ownership of performance bonds, warranties, errors and omission insurance or liability insurance relating to the services to be provided.

Contractor Signature _____ Date _____

EXHIBIT D
Oregon Tech Contractor Travel Reimbursement Policy
Rates Effective October 1, 2023

Category	Rate Summary	Policy
Instate Travel: Meal per diem \$64.00 B = \$16.00 L = \$16.00 D = \$32.00	All Oregon Cities Meals \$64.00 Lodging* \$214.00 *Actual, up to rate	<ul style="list-style-type: none"> • The per diem equals the federal rate using the <i>IRS's High-Low Substantiation Method</i>. All Oregon cities are currently Low Cost Cities. • No receipts are required for meals and incidental expenses (these are reimbursed on a per diem basis). • If meals are provided at the meeting or event, no meal per diem is allowed. • No meal per diem is allowed on one day trips. • Lodging tax is reimbursed as a miscellaneous expense.
Out-of-State, and Continental US Travel: High meal per diem \$74.00 B = \$18.50 L = \$18.50 D = \$37.00 Low meal per diem \$64.00 B = \$16.00 L = \$16.00 D = \$32.00	See list of High Cost Cities	<ul style="list-style-type: none"> • The per diem equals the federal rate using the <i>IRS's High-Low Substantiation Method</i>. • No receipts are required for meals and incidental expenses (these are reimbursed on a per diem basis). • If meals are provided at the meeting or event, no meal per diem is allowed. • No meal per diem is allowed on one day trips. • Lodging tax is reimbursed as a miscellaneous expense.
Non-Continental US and Overseas Non-Foreign Areas (Alaska, Hawaii, Guam, etc.)	Contractor travel to these locations is minimal and the federal tables are complicated. Call for per diem rates.	<ul style="list-style-type: none"> • Contact Oregon Tech Office Business Affairs at 541-885-0567 for current per diem rates for these locations. • If meals are provided at the meeting or event, no meal per diem is allowed. • Lodging tax is reimbursed as a miscellaneous expense for Alaska, Hawaii, Puerto Rico, and US possessions. Lodging tax is included in the per diem for foreign travel. • No receipts are required for meals and incidental expenses.
Mileage for Private Vehicle:	\$0.655 per mile effective October 1, 2022	<ul style="list-style-type: none"> • Mileage can be calculated one of 3 ways: 1) Mileage Chart (see Excel file) 2) Actual mileage (from the odometer) 3) Mapping software (e.g., mapquest.com) • Mileage cannot be claimed in addition to fees for rented vehicles and fuel expenses for a rented vehicle. • Mileage not reimbursable unless one way trip exceeds 25 miles from origin to destination.

Pro-ration of meals for partial days involving an overnight stay: Meal per diems for initial day of travel and final day of travel will be based on the following schedule based on departure and arrival times:	INITIAL Day of Travel – Leave:	Prior to 7:00 am	7:00 am to 12:59 pm	1:00 pm and after
	Meal Allowance	Breakfast, Lunch, Dinner	Lunch, Dinner	Dinner
	FINAL Day of Travel – Return:	Prior to Noon	12:00 noon to 5:59 pm	6:00 pm and after
	Meal Allowance	Breakfast	Breakfast, Lunch	Breakfast, Lunch, Dinner

Rented Vehicles: Vehicle rental reimbursements will only be for compact and economy cars and their equivalent green class. Liability insurance issued through the vehicle rental company may be reimbursed. Other classes of vehicles may be rented for circumstances that are approved in advance by the contract representative for reasons that include space requirements or inclement weather conditions. Receipts are required.

Airfare: Only economy rate airfare, plus mandatory taxes and fees, will be reimbursed. Receipts are required.

Ground Transportation: Taxicab, train (coach or business class only), and airport shuttle fees will be reimbursed. Receipts are required if over \$25.00 per item.

Incidental Expenses: Incidental expenses are combined with the meal per diem rate and will not be separately reimbursed. Incidental expenses include, but are not limited to, expenses for laundry, cleaning and pressing of clothing, and fees and gratuities for services, such as for waiters, taxi drivers, and baggage handlers.

Miscellaneous Expenses: The miscellaneous expenses that can be reimbursed include: fuel expenses for a rented vehicle, parking, tolls, lodging taxes, and checked baggage for up to 2 standard-weight bags. Other miscellaneous expenses can be reimbursed only if approved in advance by the contract representative. All miscellaneous expenses must be itemized. Receipts are required if over \$25.00 per item.

Hosting Expenses: If the scope of work in your contract authorizes reimbursement for hosting expenses, all expenses must be authorized prior to incurring costs. Contact the contract representative for allowable expenses.

Travel reimbursement rates may periodically change. Contractor shall be responsible for ensuring that travel reimbursement requests are in accordance with the rates in effect at the time the expense was incurred. The current travel reimbursement rates may be found at [Procurement | Oregon Tech \(oit.edu\)](#).

Oregon Tech prefers that requests for travel reimbursement be made by completing the Contractor’s Travel Reimbursement Request.

[FOR CONTRACTS >\$250,000]

**EXHIBIT E
RETAINAGE**

- (1) Oregon Tech will withhold a retainage amount from progress payments made to the Contractor with respect to this Contract.
- (2) Oregon Tech will not retain an amount in excess of five percent (5%) of each progress payment for work completed. If the Contractor has performed at least fifty percent (50%) of the work and is progressing with the Project satisfactorily, upon the Contractor's submission of a written request accompanied by a deposit of securities or a surety bond as further described below, Oregon Tech may, in its discretion, reduce or eliminate retainage on any remaining progress payments. Oregon Tech will respond in writing to all such requests within a reasonable time. When the work is ninety-seven and one-half percent (97.5%) completed, Oregon Tech may, at its discretion and without request by the Contractor, reduce the retained amount to one hundred percent (100%) of the value of the remaining unperformed work on the Project. Oregon Tech may at any time reinstate this retainage requirement. Retainage will be withheld from the final payment for work on the Project.
- (3) For contracts valued at or in excess of \$1,000,000, the Contractor may request that the retainage be deposited in an interest-bearing account at a financial institution. Oregon Tech will remain the owner of such funds until work on the Project is complete and accepted by Oregon Tech. Interest earned on deposited retainage funds will accrue to the benefit of the Contractor and will remain in the retainage account until work on the Project is accepted. Oregon Tech may deduct from the retainage any fees necessary to open and maintain an interest-bearing account.
- (4) In lieu of cash retainage to be withheld, Oregon Tech may, in its sole discretion, allow the Contractor to substitute one of the following:
 - a. Deposit of securities:
 - i. The Contractor may deposit bonds or securities with Oregon Tech or in any bank or trust company to be held for the benefit of Oregon Tech. In such event, Oregon Tech will reduce the retainage by an amount equal to the value of the bonds and securities, and reimburse the excess to the Contractor.
 - ii. Bonds and securities deposited or acquired in lieu of retainage will be of a character approved by the Controller's Office, including but not limited to:
 1. Bills, certificates, notes, or bonds of the United States.
 2. Other obligations of the United States or its agencies.
 3. Obligations of any corporation wholly owned by the federal government.
 4. Indebtedness of the Federal National Mortgage Association.
 - iii. Upon Oregon Tech determination that all requirements for the protection of Oregon Tech's interests have been fulfilled, it will release to the Contractor all bonds and securities deposited in lieu of retainage.
 - b. Deposit of surety bond. The Contractor may deposit a surety bond in a form acceptable to Oregon Tech in lieu of all or a portion of funds retained or to be retained. A Contractor depositing such a surety bond will accept surety bonds from its subcontractors and suppliers in lieu of retainage. In such cases, retainage will be reduced by an amount equal to the value of the bond and the excess will be reimbursed to the Contractor.
- (5) Oregon Tech will recover from the Contractor all of Oregon Tech's costs incurred in handling cash retainage and/or securities by reduction of the final Contract payment.