**Insurance Exhibit – Template Language – Goods & Services**

**INSURANCE REQUIREMENTS:**

Contractor shall obtain at Contractor’s expense the insurance specified in this Exhibit prior to performing under this Contract. Contractor shall maintain such insurance in full force and at its own expense throughout the duration of this Contract, as required by any extended reporting period or continuous claims made coverage requirements, and all warranty periods that apply. Contractor shall obtain the following insurance from insurance companies or entities that are authorized to transact the business of insurance and issue coverage in the State of Oregon and that are acceptable to Agency. All coverage shall be primary and non-contributory with any other insurance and self-insurance, with the exception of Professional Liability and Workers’ Compensation. Contractor shall pay for all deductibles, self-insured retention, and self-insurance, if any.

If Contractor maintains broader coverage and/or higher limits than the minimums shown in this Exhibit, Agency requires and shall be entitled to the broader coverage and/or higher limits maintained by Contractor.

**WORKERS’ COMPENSATION & EMPLOYERS’ LIABILITY:**

All employers, including Contractor, that employ subject workers, as defined in ORS 656.027, shall comply with ORS 656.017, and provide Workers’ Compensation Insurance coverage for those workers, unless they meet the requirement for an exemption under ORS 656.126(2). Contractor shall require and ensure that each of its subcontractors complies with these requirements. If Contractor is a subject employer, as defined in ORS 656.023, Contractor shall also obtain Employers' Liability Insurance coverage with limits not less than $500,000 each accident.

If Contractor is an employer subject to any other state’s Workers’ Compensation law, Contactor shall provide Workers’ Compensation Insurance coverage for its employees as required by applicable Workers’ Compensation laws including Employers’ Liability Insurance coverage with limits not less than $500,000 and shall require and ensure that each of its out-of-state subcontractors complies with these requirements.

As applicable, Contractor shall obtain coverage to discharge all responsibilities and liabilities that arise out of or relate to the Jones Act with limits of no less than $5,000,000 and/or the Longshoremen’s and Harbor Workers’ Compensation Act.

**COMMERCIAL GENERAL LIABILITY:**

Contractor shall provide Commercial General Liability Insurance covering bodily injury and property damage in a form and with coverage that are satisfactory to the State of Oregon. This insurance must include personal and advertising injury liability, products and completed operations, contractual liability coverage for the indemnity provided under this Contract, and have no limitation of coverage to designated premises, project, or operation. Coverage must be written on an occurrence basis in an amount of not less than $\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ per occurrence and not less than $\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ annual aggregate limit.

**AUTOMOBILE LIABILITY INSURANCE:**

**Required**  **Not required**

Contractor shall provide Automobile Liability Insurance covering Contractor’s business use including coverage for all owned, non-owned, or hired vehicles with a combined single limit of not less than $\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ for bodily injury and property damage. This coverage may be written in combination with the Commercial General Liability Insurance (with separate limits for Commercial General Liability and Automobile Liability). Use of personal automobile liability insurance coverage may be acceptable if evidence that the policy includes a business use endorsement is provided.

**PROFESSIONAL LIABILITY:**

**Required**  **Not required**

Contractor shall provide Professional Liability Insurancecovering any damages caused by an error, omission or any negligent acts related to the services to be provided under this Contract by the Contractor and Contractor’s subcontractors, agents, officers or employees in an amount not less than $\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ per claim and not less than $\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ annual aggregate limit.

If coverage is provided on a claims made basis, then either an extended reporting period of not less than 24 months shall be included in the Professional Liability insurance coverage, or the Contractor shall provide Continuous Claims Made coverage as stated below.

**NETWORK SECURITY AND PRIVACY LIABILITY:**

**Required**  **Not required**

Contractor shall provide Network Security and Privacy Liability Insurance for the duration of this Contract and for the period of time in which Contractor (or its business associates or subcontractor(s)) maintains, possesses, stores, or has access to Agency or client data, whichever is longer, with a combined single limit of not less than $\_\_\_\_\_\_\_\_\_\_\_\_\_\_ per claim or incident. This insurance must include coverage for third party claims and for losses, thefts, unauthorized disclosures, access or use of Agency or client data (which may include, but is not limited to, Personally Identifiable Information (“PII”), Payment Card Data and Protected Health Information (“PHI”)) in any format, including coverage for accidental loss, theft, unauthorized disclosure access or use of Agency data.

**POLLUTION LIABILITY:**

**Required**  **Not required**

Contractor shall provide Pollution Liability Insurance covering Contractor’s or appropriate subcontractor’s liability for bodily injury, property damage and environmental damage resulting from sudden accidental and gradual pollution and related cleanup costs incurred by Contractor, all arising out of the goods delivered or Services (including transportation risk) performed under this Contract with a combined single limit per occurrence not less than $\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ and not less than $\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ annual aggregate limit.

An endorsement to the Commercial General Liability or Automobile Liability policy, covering Contractor’s or subcontractor’ liability for bodily injury, property damage and environmental damage resulting from sudden accidental and gradual pollution and related clean-up cost incurred by the Contractor that arise from the goods delivered or Services (including transportation risk) performed by Contractor under this Contract is also acceptable.

**EXCESS/UMBRELLA INSURANCE:**

A combination of primary and Excess/Umbrella Insurance may be used to meet the required limits of insurance. When used, all of the primary and umbrella or excess policies must provide all of the insurance coverages required herein, including, but not limited to, primary and non-contributory, additional insured, Self-Insured Retentions (SIRs), indemnity, and defense requirements. The umbrella or excess policies must be provided on a true “following form” or broader coverage basis, with coverage at least as broad as provided on the underlying insurance. No insurance policies maintained by the Additional Insureds, whether primary or excess, and which also apply to a loss covered hereunder, must be called upon to contribute to a loss until the Contractor’s primary and excess liability policies are exhausted.

If Excess/Umbrella Insurance is used to meet the minimum insurance requirement, the Certificate of Insurance must include a list of all policies that fall under the Excess/Umbrella Insurance.

**ADDITIONAL INSURED:**

All liability insurance, except for Workers’ Compensation, Professional Liability, Directors and Officers Liability and Network Security and Privacy Liability (if applicable), required under this Contract must include an Additional Insured endorsement specifying the State of Oregon, its officers, employees, and agents as Additional Insureds, but only with respect to Contractor’s goods to be delivered and Services to be performed under this Contract. Coverage shall be primary and non-contributory with any other insurance and self-insurance.

Regarding Additional Insured status under the General Liability policy, Agency requires Additional Insured status with respect to liability arising out of ongoing operations and completed operations, but only with respect to Contractor's goods to be delivered and Services to be performed under this Contract. The Additional Insured endorsement with respect to liability arising out of Contractor’s ongoing operations must be on, or at least as broad as, ISO Form CG 20 10 and the Additional Insured endorsement with respect to completed operations must be on, or at least as broad as, ISO form CG 20 37.

**WAIVER OF SUBROGATION:**

Contractor shall waive rights of subrogation which Contractor or any insurer of Contractor may acquire against the Agency or State of Oregon by virtue of the payment of any loss. Contractor shall obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not Agency has received a Waiver of Subrogation endorsement from the Contractor or the Contractor’s insurer(s).

**CONTINUOUS CLAIMS MADE COVERAGE:**

If any of the required liability insurance is on a claims made basis and does not include an extended reporting period of at least 24 months, then Contractor shall maintain continuous claims made liability coverage, provided the effective date of the continuous claims made coverage is on or before the effective date of this Contract, for a minimum of 24 months following the later of:

1. Contractor ’s completion and Agency’s acceptance of all goods and Services required under this Contract, or
2. Agency’s or Contractor’s termination of this Contract, or
3. The expiration of all warranty periods provided under this Contract.

**CERTIFICATE(S) AND PROOF OF INSURANCE:**

Contractor shall provide to Agency Certificate(s) of Insurance for all required insurance before delivering any goods and performing any Services required under this Contract. The Certificate(s) of Insurance must list the State of Oregon, its officers, employees, and agents as a Certificate holder and as an endorsed Additional Insured. The Certificate(s) of Insurance must also include all required endorsements or copies of the applicable policy language effecting coverage required by this Contract. If excess/umbrella Insurance is used to meet the minimum insurance requirement, the Certificate(s) of Insurance must include a list of all policies that fall under the Excess/Umbrella Insurance. As proof of insurance, Agency has the right to request copies of insurance policies and endorsements relating to the insurance requirements under this Exhibit.

**NOTICE OF CHANGE OR CANCELLATION:**

Contractor or its insurer shall provide at least 30 calendar days’ written notice to Agency before cancellation of, material change to, potential exhaustion of aggregate limits of, or non-renewal of the required insurance coverage(s).

**INSURANCE REQUIREMENT REVIEW:**

Contractor agrees to periodic review of insurance requirements by Agency under this Contract and to provide updated requirements as mutually agreed upon by Contractor and Agency.

**STATE ACCEPTANCE:**

All insurance providers are subject to Agency acceptance. If requested by Agency, Contractor shall provide complete copies of insurance policies, endorsements, self-insurance documents and related insurance documents to Agency’s representatives responsible for verification of the insurance coverages required under this Exhibit.

**Additional Coverages That May Apply:**

**DIRECTORS, OFFICERS AND ORGANIZATION LIABILITY:**

**Required**  **Not required**

Contractor shall provide Directors, Officers and Organization Liability Insurancecovering the Contractor’s Organization, Directors, Officers, and Trustees actual or alleged errors, omissions, negligent, or wrongful acts, including improper governance, employment practices and financial oversight - including improper oversight and/or use of grant funds and donor contributions which includes state or federal funds - with a combined single limit of not less than $\_\_\_\_\_\_\_\_\_\_\_\_\_ per claim.

**CRIME PROTECTION COVERAGE: EMPLOYEE DISHONESTY or FIDELITY BOND:**

**Required**  **Not required**

Contractor shall provide Employee Dishonesty or Fidelity Bond coverages for the loss of state-owned property by dishonest acts of an employee of the Contractor with coverage limits of not less than $ \_\_\_\_\_\_\_.

**PHYSICAL ABUSE AND MOLESTATION INSURANCE:**

**Required**  **Not required**

Contractor shall provide Physical Abuse and Molestation Insurance in a form and with coverage that are satisfactory to the State of Oregon covering damages arising out of actual, perceived, or threatened physical abuse, mental injury, sexual molestation, negligent: hiring, employment, supervision, training, investigation, reporting to proper authorities, and retention of any person for whom the Contractor is responsible including but not limited to Contractor and Contractor’s employees and volunteers. Policy endorsement’s definition of an insured must include the Contractor, and the Contractor’s employees and volunteers. Coverage must be written on an occurrence basis in an amount of not less than $\_\_\_\_\_\_\_\_\_\_\_\_ per occurrence and not less than $\_\_\_\_\_\_\_\_\_\_\_\_ annual aggregate. Coverage can be provided by a separate policy or as an endorsement to the Commercial General Liability or Professional Liability policies. The limits must be exclusive to this required coverage. Incidents related to or arising out of physical abuse, mental injury, or sexual molestation, whether committed by one or more individuals, and irrespective of the number of incidents or injuries or the time period or area over which the incidents or injuries occur, shall be treated as a separate occurrence for each victim. Coverage must include the cost of defense and the cost of defense must be provided outside the coverage limit.

**(DRONE) / UNMANNED AIRCRAFT SYSTEMS / UNMANNED AERIAL VEHICLE LIABILITY:**

**Required**  **Not required**

Contractor shall provide Drone Liability Insurance covering bodily injury, property damage, and personal and advertising injury caused by owned and non-owned drones including the drone’s payload and/or dispensable loads in a form and with coverage that are satisfactory to the State of Oregon. This insurance shall include premises liability, products and completed operations, contractual liability coverage for the indemnity provided under this Contract, and have no limitation of coverage to designated premises, project, operation, or territory of operation. Coverage must be written on an occurrence basis in a combined single limit amount of not less than $\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ per occurrence.

**AIRCRAFT LIABILITY:**

**Required**  **Not required**

Contractor shall provide Aircraft Liability Insurance with a combined single limit for bodily injury and property damage liability including passengers (if carrying passengers other than crew members) of not less than $\_\_\_\_\_\_\_\_\_\_\_\_\_\_ per occurrence/aggregate.

**AIR CARGO LIABILITY:**

**Required**  **Not required**

Contractor shall provide Air Cargo Insurance covering loss of cargo in transit during the performance of this Contract. Coverages must be written with a combined single limit per occurrence of not less than $\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ per occurrence.

**AIRCRAFT AERIAL APPLICATION LIABILITY:**

**Required**  **Not required**

Contractor shall provide Aircraft Aerial Application Liability Insurance covering claims arising from spraying operations. Coverage must be not less than $\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ combined single limit (alternate language if combined single limit cannot be provided: $\_\_\_\_\_\_\_\_\_\_\_\_ per person and $\_\_\_\_\_\_\_\_\_\_\_\_\_\_ per occurrence for bodily injury and $\_\_\_\_\_\_\_\_\_\_\_ for property damage). This insurance requirement can also be met with an endorsement to the Aircraft Liability Insurance coverage.

**MOTOR CARRIER CARGO LIABILITY:**

**Required**  **Not required**

Contractor shall provide Motor Carrier Cargo Liability Insurance covering loss to cargo in transit during the performance of this Contract. This coverage may be written in combination with the Commercial General Liability Insurance (with separate limits) and must have a combined single limit per occurrence of not less than $\_\_\_\_\_\_\_\_\_\_\_\_.

**GARAGE LIABILITY:**

**Required**  **Not required**

Contractor shall provide Garage Liability Insurance Coverage for garage operations. Coverage must include Garage Keepers Legal Liability for autos left for service or repair and be not less than $ \_\_\_\_\_\_\_\_\_\_\_\_ combined single limit.

**GARAGE KEEPERS LEGAL LIABILITY:**

**Required**  **Not required**

Contractor shall provide Garage Keepers´ Legal Liability Insurance for autos left for service, repair, storage, or safekeeping, with a combined single limit of not less than $\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ per location.

**BAILEE’S COVERAGE:**

**Required**  **Not required**

Contractor shall provide Bailee’s Insurance covering any and all State property left in the care, custody, or control of the Contractor. Coverage must include valuable papers, including but not limited to microfilm. Coverage must be written on an occurrence basis with a combined single limit per occurrence of not less than $ \_\_\_\_\_\_\_\_\_\_\_\_\_\_ for each site or location.

**MARINE PROTECTION AND INDEMNITY:**

**Required**  **Not required**

Contractor shall provide Marine Protection and Indemnity Insurance with a combined single limit per occurrence of not less than $ \_\_\_\_\_\_.