



Exhibit D Sample Contract

Office of Business Services – Purchasing Department – PO Box 967, Roseburg OR 97470
Phone: 541-440-7648 - Fax: 541-440-7707 – Email: purchasing@umpqua.edu

CONTRACT FOR PERSONAL/PROFESSIONAL SERVICES

Executive Recruitment Services
RFP No.: FIN-2020-01

Contract No: XXXXX

1) Parties to the Contract

This Contract is by and between Umpqua Community College hereafter known as the College, and **XXXXX** hereafter known as Contractor.

2) General Terms and Conditions

This Contract is subject to and shall be performed in accordance with the College's General Terms and Conditions for Personal/Professional Services Contracts (General Conditions) posted on the College's Purchasing webpage at: <https://www.umpqua.edu/solicitation-documents> and which are incorporated into this Contract by this reference and shall be considered part of this Contract. Contractor acknowledges reviewing and accepting the General Conditions. No amendments to the General Conditions are effective unless in writing. A paper copy or electronic file copy may be made available upon request.

3) Contract Documents and Order of Precedence

The Contract Documents consist of the following, which are listed in descending order of precedence:

This Contract;
General Conditions as described herein;
Amendments to this Contract, if any;
Attachments and Exhibits, which are incorporated by reference and/or attached, including:

Attachment A – Statement of Work/Consideration and Exhibits to Attachment A if listed
Attachment B – Insurance and Supplementary Contract Conditions for Personal/Professional Services
Attachment C (by reference) - Other Documents if listed including, but not limited to, applicable Solicitation Document, Addenda, and Contractor's Response to Solicitation Document.

A conflict in the Contract Documents shall be resolved in the priority listed above and with this Contract taking precedence over all other documents. The Contract Documents are the entire Contract between the parties and shall supersede any prior representation, written or oral.

4) Independent Contractor Status

Contractor certifies Contractor meets all applicable requirements for Independent Contractor status. Contractor is not an officer, employee or agent of College as those terms are used in ORS 30.265.

Contractor shall furnish College with a Request for Taxpayer Identification Number and Certification (W9). If Contractor is a foreign person, and an exemption from Federal Withholding tax is claimed, a Certificate of Foreign Status (W8) shall be furnished to College. College will withhold all appropriate taxes from payments made to Contractor until exemption from Federal Withholding Tax can be verified.

If not a corporation, Contractor certifies that Contractor's not presently, nor has been, an employee of College during the calendar year in which services are being provided. Contractor agrees to notify College should this status change during the term of this Contract.

5) Purpose of Contract/Consideration

Parties concur that the purpose of this Contract is for Contractor to provide the Work as described in Attachment A, Statement of Work/Consideration. College agrees to pay Contractor according to the payment schedule set forth in Attachment A.

6) Term and Termination

- a) Parties agree that the term of this Contract shall commence MONTH DAY, 20XX upon the date of last signature by all parties and shall continue through MONTH DAY, 20XX unless earlier terminated or later extended as provided herein.
- b) At the discretion of College, and upon mutual agreement of the parties, this Contract is renewable each year for up to XXX (X) additional years, but not beyond a total of five (5) years.

Or a total term greater than allowed in the Solicitation Document.

- c) This Contract may be terminated by mutual consent of both parties at any time or by either party upon 30 days' notice, in writing, and delivered by mail or in person. Any such termination of this Contract shall be without prejudice to any obligations or liabilities of either party already accrued prior to such termination.
- d) College may terminate this Contract effective upon delivery of written notice to Contractor as provided in the General Conditions referenced herein.
- e) Any such termination of this Contract shall be without prejudice to any obligations or liabilities of either party already accrued prior to such termination.

7) Conduct of Contractor's Employees/Subcontractors

- a) College retains the right to stop any activity and/or to require dismissal from the job site any Contractor employee or subcontractor whose conduct does not comply, or gives the College reasonable suspicion to believe the conduct does not comply, with College Policy, or is otherwise unlawful. Activities and/or behaviors may include, but not be limited to, providing a:
 - i) Respectful workplace
 - ii) Harassment free workplace

iii) Drug and alcohol free workplace

iv) Smoke free workplace

(1) The use of tobacco products, marijuana, and inhalant delivery systems is prohibited on any property owned and/or controlled by the College, including but not limited to, buildings, sidewalks, parking lots, vehicles (owned or leased) recreational areas and landscaped areas

(2) It is unlawful for a person under 18 years of age to possess tobacco products or inhalant delivery systems ORS 167.785 [Formerly 167.400]

b) College retains the right to stop any activity and/or to require dismissal from the job site any Contractor employee or subcontractor whose conduct is deemed to be hazardous to College employees, members of a user group, students, community members or College owned and/or controlled property, or is otherwise unlawful.

i) Umpqua Community College is a college campus; however, there are a large number of minors on College property. Contractors are encouraged to be mindful of any prior misconduct of their employees and/or subcontractors. Contractors are solely responsible and shall be held solely liable for any misconduct of their employees or subcontractors on College owned and/or controlled property.

c) Contractor is solely liable for Contractor employee's and subcontractor's conduct while performing services on any College owned and/or controlled property.

d) Contractor is solely responsible for properly addressing allegations of unlawful workplace misconduct or College Policy violations among Contractor's employees and subcontractors on any College owned and/or controlled property.

e) Contractor agrees to cooperate with investigations of alleged Title IX violations committed by Contractor's employees and subcontractors against College employees, members of a user group, students or community members on College owned and/or controlled property.

8) Compliance with Family Educational Rights and Privacy Act (FERPA) and College Privacy Policies

Contractor shall maintain the confidence of student educational records in accordance with FERPA, 20 U.S.C. § 1232g; 34 C.F.R. Part 99, OAR 581-021-0220 through 581-021-0440 and OAR 589-004-0100 through 589-004-0750.

a) Confidential Information. Contractor (and any affiliates, employees and agents to whom it has disclosed Confidential Information) may use confidential information only to fulfill its obligations to College under this Agreement, while using reasonable care to protect it. Contractor is responsible for any actions of its affiliates, employees and agents in violation of this section.

b) Required Disclosure. Each party may disclose the other party's Confidential Information when required by law but only after it, if legally permissible: (1) uses commercially reasonable efforts to notify the other party; and (2) gives the other party the chance to challenge the disclosure.

c) FERPA. The parties acknowledge that (1) College Data includes FERPA records; Contractor will be considered a "School Official" (as that term is used in FERPA and its implementing regulations) and

will comply with FERPA.

9) College Policies, Non-Discriminatory

Umpqua Community College prohibits unlawful discrimination based on race, color, religion, national origin, sex, marital status, disability, protected veteran status, age, gender, gender identity, sexual orientation, pregnancy, whistleblowing, genetic information, domestic abuse victim, or any other status protected by federal, state, or local law in any area, activity or operation of the College. The College also prohibits retaliation against an individual for engaging in activity protected under this policy, and interfering with rights or privileges granted under federal, state or local laws.

Under College policies, equal opportunity for employment, admission, and participation in the College's programs, services, and activities will be extended to all persons, and the College will promote equal opportunity and treatment through application of its policies and other College efforts designed for that purpose.

Persons having questions or concerns about Title IX, which includes gender based discrimination, sexual harassment, sexual violence, interpersonal violence, and stalking, contact the Title IX coordinator 541-440-7690, PO Box 967, 1140 Umpqua College Rd, Roseburg OR 97470. Individuals may also contact the U.S. Department of Education, Office for Civil Rights (OCR), 810 3rd Avenue #750, Seattle, WA 98104, 206.607.1600.

Equal Employment Opportunity or Affirmative Action should contact the College's Human Resources Department at 541 440 7690, PO Box 967, Roseburg OR 97470.

To request this publication in an alternative format, please call 541 440 7648.

10) Subcontractors

Contractor shall identify, and is required to receive prior written approval from the College, before the Work begins, of all proposed subcontractors which will provide Work under this Contract. Although approval shall not be unreasonably withheld, the College reserves the right to approve or disapprove all proposed subcontractors.

11) Amendments

The terms of this Contract shall not be waived, changed or supplemented except by written amendment signed by the parties to this Contract.

12) Ownership of Work Product

All Work Product created by Contractor pursuant to this Contract, including derivative works and compilations, and whether or not such Work Product is considered a "work made for hire" or an employment to invent, shall be the exclusive property of the College. The College and Contractor agree that such original works of authorship are "work made for hire" of which the College is the author within the meaning of the United States Copyright Act. If for any reason the original Work Product created pursuant to this Contract is not "work made for hire," Contractor hereby irrevocably assigns to the College any and all of its rights, title, and interest in all original Work Product created pursuant to this Contract, whether arising from copyright, patent, trademark, trade secret, or any other state or federal intellectual property law or doctrine. Upon the College's reasonable request, Contractor shall execute such further documents and instruments necessary to fully vest such rights in the College. Contractor forever waives any and all rights relating to original Work Product created pursuant to this

Contract, 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.

13) Merger Clause

Parties concur and agree that this Contract constitutes the entire Contract between the parties. No waiver, consent, modification or substitution to the terms of this Contract shall bind either party unless in writing and signed by both parties. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Contract. Parties, by the signatures below of their authorized representatives, hereby agree to be bound by its terms and conditions.

14) Assignment

Contractor shall not assign or transfer its interest in this Contract without the express written consent of the College.

15) Notices

- a) Any legal notice required to be given the College under this Contract shall be sufficient if given, in writing, by first class mail, delivery service or delivered in person to Umpqua Community College, Attention: Chief Financial Officer, PO Box 967, Roseburg OR 97470. Such notice shall also be delivered via e-mail to the Purchasing Department mailbox: purchasing@umpqua.edu.
- b) Any legal notice required to be given Contractor under this Contract shall be sufficient if given, in writing, by first class mail, delivery service or delivered in person to the contact person listed below or as otherwise designated herein.

16) Contact Persons

College	Contractor
Name, Title, Department Umpqua Community College PO Box 967 1140 Umpqua College Rd Roseburg, OR 97470 Office: 555.555.5555, Mobile: 555.555.5555 Email: xxx@umpqua.edu	Name, Title Contractor Business Name PO Box Street Address City, State, Zip Office: 555.555.5555, Mobile: 555.555.5555 Email: xxx@xxxxxx.com

17) Certification of COBID/DBE Status

The College requests that the Contractor answer the following question: Is your firm currently either an enterprise certified by the State of Oregon's, Oregon Certification Office for Business Inclusion and Diversity (COBID), or a Disadvantaged Business Enterprise certified under the federal criteria set out in 49 CFR 26 and OAR 445-050-0020? Yes No If "Yes" please provide the following:

COBIB Certification Type: _____ **Oregon Certification ID #:** _____
Federal Certification Type: _____ **Federal Certification ID#:** _____

Signatures

This Contract and any changes, alterations or amendments will be effective when approved in writing by the authorized representative of the parties hereto as of the effective date set forth herein.

In witness whereof, the parties hereto have caused this Contract to be executed on the date set forth below.

College

Contractor

(Signature)

(Date)

**Natalya Brown
Chief Financial Officer**

Or

(Signature)

(Date)

**Debra Thatcher, PhD
College President**

(Signature)

(Date)

Name (Typed or Printed)