Appendix A

REQUIRED INSURANCE:

**General Requirements:** The Contractor shall maintain for the duration of the contract, at its cost and expense, insurance against claims for injuries to persons or damages to property, including contractual liability, which may arise from or in connection with the performance of the work by the Contractor, agents, employees, representatives, assigns, or subcontractors. This insurance shall cover such claims as may be caused by any negligent act or omission.

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

**Specific Requirements for Commercial General Liability:** The Contractor shall purchase and maintain occurrence coverage with combined single limits for bodily injury, personal injury, and property damage of $1,000,000 per occurrence and $2,000,000 aggregate per year to cover such claims as may be caused by any act, omission, or negligence of the Contractor or its officers, agents, representatives, assigns or subcontractors. The University, its officers, officials, employees, and volunteers are to be covered and listed as additional insureds; for liability arising out of activities performed by or on behalf of the Contractor, including the insured's general supervision of the Contractor; products, and completed operations; premises owned, leased, occupied, or used.

**Specific Requirements for Automobile Liability:** The Contractor shall purchase and maintain coverage with split limits of $500,000 per person (personal injury), $1,000,000 per accident occurrence (personal injury), and $100,000 per accident occurrence (property damage), OR combined single limits of $1,000,000 per occurrence to cover such claims as may be caused by any act, omission, or negligence of the contractor or its officers, agents, representatives, assigns or subcontractors. The State, its officers, officials, employees, and volunteers are to be covered and listed as additional insureds for automobiles leased, hired, or borrowed by the Contractor.

**Specific Requirements for Professional Liability:** The Contractor shall purchase and maintain occurrence coverage with combined single limits for each wrongful act of $1,000,000 per occurrence and $2,000,000 aggregate per year to cover such claims as may be caused by any act, omission, negligence of the Contractor or its officers, agents, representatives, assigns, or subcontractors. Note: if "occurrence" coverage is unavailable or cost prohibitive, the Contractor
may provide "claims made" coverage provided the following conditions are met: (1) the commencement date of the contract must not fall outside the effective date of insurance coverage and it will be the retroactive date for insurance coverage in future years; and (2) the claims made policy must have a three-year tail for claims that are made (filed) after the cancellation or expiration date of the policy.

**Deductibles and Self-Insured Retentions:** Any deductible or self-insured retention must be declared to and approved by the University. At the request of the University either: (1) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the University, its officers, officials, employees, and volunteers; or (2) at the expense of the Contractor, the Contractor shall procure a bond guaranteeing payment of losses and related investigations, claims administration, and defense expenses.

**Certificate of Insurance/Endorsements:** A certificate of insurance from an insurer with a Best's rating of no less than A- indicating compliance with the required coverages must be received by the University of Montana, Procurement Services, Lommasson Center 236, 32 Campus Drive, Missoula, Montana 59812-2304. This insurance must be maintained for the duration of the contract. The Contractor must notify the University immediately, of any material change in insurance coverage, such as changes in limits, coverage, change in status of policy, etc. The University reserves the right to require complete copies of insurance policies at all times.

**COMPLIANCE WITH WORKERS’ COMPENSATION ACT:**

Contractors shall comply with the provisions of the Montana Workers' Compensation Act while performing work for the University in accordance with the sections 39-71-401, 39-71-405, and 39-71-417, MCA. Proof of compliance must be in the form of workers' compensation insurance, an independent contractor exemption, or documentation of corporate officer status. Neither the Contractor nor its employees are University employees. This insurance/exemption must be valid for the entire contract term and any renewal. Upon expiration, a renewal document must be sent to the University of Montana, Procurement Services, Lommasson Center 236, 32 Campus Drive, Missoula, MT 59812-2304.

**CONTRACTS WILL NOT BE VALIDATED TO VENDORS or CONTRACTORS WHO FAIL TO PROVIDE THE REQUIRED DOCUMENTATION.**

Coverage may be provided through a private carrier or through the State Compensation Insurance Fund (800) 332-6102. An exemption can be requested through the Department of Labor and Industry, Independent Contractor Central Unit (406) 444-9029. Corporate officers must provide documentation of their exempt status.