

NORTH EAST ISD VENDOR INSURANCE REQUIREMENTS

Proposers must carry and provide proof of insurance which meets the requirements established by North East ISD (NEISD). Proof of insurance coverage must be submitted with the proposal. Failure to provide proof of required insurance coverage could result in the disqualification of the offer.

Upon award, all contractors/subcontractors providing goods or services to NEISD are required to provide proof of insurance with North East ISD as an additional insured party. The required coverages are based on the scope of the contract or agreement. Please review this document closely to determine your minimum requirements. **A certificate of insurance meeting all requirements must be provided and approved prior to start of work/delivery of goods.**

Commercial General Liability		\$1,000,000 Per Occurrence/\$2,000,000 Aggregate
Automobile Liability including all owned, hired, and non-owned vehicles		\$1,000,000 Bodily Injury and Property Damage Combined Single Limit
Workers' Compensation		Statutory Limits
Employers' Liability		\$1,000,000/\$1,000,000/\$1,000,000
Professional Liability		\$1,000,000 Per Claim/Wrongful Act
Cyber & Data Breach		\$1,000,000 for all required coverages, to include Privacy & Security Liability; Breach Response; Cyber Extortion; PCI Fines & Penalties. (See #6b)
Sexual Misconduct		\$1,000,000 Per Occurrence/\$1,000,000 Aggregate
Crime		\$1,000,000 Per Occurrence
Umbrella or Excess Liability		Follow Form of Underlying Policy
North East ISD as Additional Insured		Required Where Applicable
Waiver of Subrogation		Required All Policies
Primary & Non-Contributory		Required All Policies
Endorsements		Required All Policies

The contractor shall agree to waive all right of subrogation against North East Independent School District ("NEISD" or the "District"), its officials, employees, and volunteers for losses arising from work performed by contractor for the District.

THE VENDOR SHALL HOLD THE DISTRICT HARMLESS FROM AND INDEMNIFY IT AGAINST ALL LIABILITY, INCLUDING ATTORNEY'S FEES, WHICH MAY ARISE FROM AND ACCRUE DIRECTLY FROM THE PERFORMANCE OF THE WORK OR ANY OBLIGATION OF CONTRACTOR OR FAILURE OF CONTRACTOR TO PERFORM ANY WORK OR OBLIGATION PROVIDED FOR IN THIS AGREEMENT. NOTHING IN THESE REQUIREMENTS SHOULD BE CONSTRUED AS A WAIVER BY THE NORTH EAST ISD OF ANY IMMUNITY OR OTHER LEGAL DEFENSE AVAILABLE TO IT UNDER APPLICABLE STATE AND/OR FEDERAL LAW.

Items 1- 4 below are minimum requirements that apply to ALL contractors. The coverages and limits are to be considered minimum requirements and in no way limit the liability of the contractor. The insurance requirements, as listed within this document also apply to any sub-contractor(s) in the event that any work is sublet. Without limiting any of the other obligations or liabilities of the contractor, the contractor shall require each subcontractor of every tier performing work under the Contract, at the subcontractor's own expense, to maintain during the term of the engagement of such subcontractor the types and limits of insurance set forth above that are appropriate with the work being performed. All subcontractors' liability insurance shall name the Contractor as an additional insured.

1. GENERAL REQUIREMENTS APPLICABLE TO ALL POLICIES

- a. Insurance shall be written by a carrier with an A-: VII or better rating in accordance with current A.M. Best Key Rating Guide; or written by an associational trust approved by NEISD.
- b. All policies must be primary over any other valid and collectible insurance carried by NEISD, and North East ISD must be named as an Additional Insured when applicable.
- c. All liability coverages must be on an occurrence basis, with the exception of professional

liability and cyber which can be issued on a claims-made form. All claims-made coverages must be maintained for a minimum of 3-years after the completion of any contract or agreement.

- d. Each insurance policy shall be endorsed to state that coverage shall not be suspended, voided, canceled, non-renewed or reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail, return receipt requested has been given to NEISD.
- e. Upon request, certified copies of all insurance policies shall be furnished to NEISD.

2. COMMERCIAL GENERAL LIABILITY INSURANCE

- a. Minimum Limits of \$1,000,000 per Occurrence with an annual Aggregate of \$2,000,000 for Bodily Injury, Personal Injury and Property Damage.
- b. Coverage shall include premises/operations, product/completed operations hazards, and personal/advertising injury.
- c. The ISO Commercial General Liability Policy form ("Occurrence" form CG 0001, Ed. 2007) or broader. Any applicable exclusions, changes or limitations of coverage must be submitted to North East ISD and must be approved by North East ISD.
- d. Coverage for Environmental Liability must be included for any contractor providing or working with materials considered to be pollutants or pose an environmental risk.

3. AUTOMOBILE LIABILITY

- a. On Owned, Hired, and Non-owned motor vehicles used on the site or in connection therewith, a minimum Combined Single Limit of \$1,000,000 each Accident for Bodily Injury and Property Damage, to include Uninsured/Underinsured Motorist coverage.
- b. Coverage for Environmental Liability must be included for any contractor hauling fuel products or other products that pose an environmental risk.

4. WORKERS' COMPENSATION INSURANCE

- a. Statutory Limits
- b. Minimum Employer's Liability limits of: By Accident -- \$1,000,000 each accident; By Disease -- \$1,000,000 each Employee and Policy limits.
- c. "Texas," must appear in Item 3A of the declarations page or Item 3C must contain the following: "All states except those listed in Item 3A and the state of NV, ND, OH, WA, WV, and WY."
- d. Contractors that are sole-proprietors or that have no employees may request a waiver on the bid submittal. Waiver is listed in the Attribute section.

5. PROFESSIONAL LIABILITY

- a. Required from all licensed or certified as professionals; e.g., engineers, architects, insurance agents, physicians, attorneys, teachers, etc.
- b. Minimum Limits of \$1,000,000 per claim/wrongful act

6. CYBER & DATA BREACH

- a. Required from all contractors that have access to the NEISD network, are providing software products, or have access to any District or student personally identifiable information.
- b. Minimum Limits of \$1,000,000 for all required coverages. Certificate of Insurance must provide proof of 3rd party cyber liability coverage.
- c. Policy to include Privacy & Security Liability; Breach Response; Cyber Extortion; PCI Fines & Penalties

7. SEXUAL MISCONDUCT

- a. Required if District students or employees are present.
- b. Minimum Limits of \$1,000,000 per Occurrence and annual Aggregate.

8. CRIME

- a. Required from all contractors working in or on District property without supervision, or the transporting money or securities on the District's behalf.
- b. Minimum Limits of \$1,000,000 per Occurrence
- c. Policy to include employee Dishonesty and Theft, including protection for the District from loss of district funds or property.

9. UMBRELLA OR EXCESS LIABILITY

- a. Required from all contractors performing high risk operations as designated by NEISD
- b. Coverage shall follow form of underlying Commercial General Liability, Employers Liability, and Automobile Liability policies.

10. CERTIFICATES OF INSURANCE

All Certificates of Insurance shall be prepared and executed by the insurance company or its authorized agent, and shall contain provisions warranting the following:

- a. Sets forth all endorsement and insurance coverage according to requirements and instructions contained herein.
- b. Shall specifically set forth the notice of cancellation, termination, or change in coverage provisions to North East ISD.
- c. Endorsements affecting coverage required shall be furnished with the certificates of insurance.

11. VERIFICATION OF COVERAGE

The certificates and endorsements for each policy are to be signed by a person authorized by that insurer to bind coverage on its behalf and written on forms that have been approved by the Texas Department of Insurance or Insurance Services Office. They must set forth all coverage and deductibles as well as the notice of cancellation, termination or change in coverage provisions to North East ISD according to requirements and instructions contained herein Certificates of insurance (or certified copies of policies) and any required endorsements shall be furnished to and approved by North East ISD before start of work or delivery of goods. North East ISD reserves the right to require complete, certified copies of all required insurance policies at any time. Neither the approval by North East ISD of any insurance certificate supplied nor the failure to disapprove that insurance, shall relieve the vendor from full responsibility.

12. NOTICES

All notices pertaining to Vendor insurance shall be given to North East ISD at the following address:

North East Independent School District
Attn: Procurement & eCommerce
8961 Tesoro Dr., Suite 317
San Antonio, TX 78217