



## EXHIBIT D(3)

### Insurance Requirements for I.T. Vendors

Vendor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of that work by the Vendor, their agents, representatives, employees or subcontractors.

#### MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

1. **Commercial General Liability (CGL):** Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than **\$1,000,000** per occurrence no less than **\$2,000,000** general aggregate.
2. **Automobile Liability:** ISO Form covering any auto or if Vendor has no owned autos, hired, and non-owned autos, with a limit no less than **\$1,000,000** per accident for bodily injury and property damage. If vehicles are not utilized in the vendor's operations, automobile liability insurance is not required.
3. **Workers' Compensation:** as required by the State of Nevada, with Statutory Limits, and Employer's Liability Insurance with a limit of no less than **\$1,000,000** per accident for bodily injury or disease.
4. **Cyber Liability Insurance:** with limits not less than **\$1,000,000** per occurrence or claim, **\$2,000,000** aggregate. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by Vendor in this agreement and shall include, but not be limited to, claims involving security breach, system failure, data recovery, business interruption, cyber extortion, social engineering, infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, and alteration of electronic information. The policy shall provide coverage for breach response costs, regulatory fines and penalties as well as credit monitoring expenses.
5. **Technology Professional Liability Errors and Omissions:** This coverage is required only if the vendor is providing a technology service (Data Storage, Website Design, Etc.) or product.

Insurance appropriate to the Consultant's profession and work hereunder, with limits not less than **\$1,000,000** per occurrence. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by the Vendor in this agreement and shall include, but not be limited to, claims involving security breach, system failure, data recovery, business interruption, cyber extortion, social engineering, infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, and alteration of electronic information. The policy shall provide coverage for breach response costs, regulatory fines and penalties as well as credit monitoring expenses



If the Vendor maintains broader coverage and/or higher limits than the minimums shown above, WCSD requires and shall be entitled to the broader coverage and/or the higher limits maintained by the Vendor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to WCSD.

### **Other Insurance Provisions**

The insurance policies are to contain, or be endorsed to contain, the following provisions:

#### ***Additional Insured Status***

WCSD, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Vendor including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Vendor's insurance (at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 if a later edition is used).

#### ***Primary Coverage***

For any claims related to this contract, the Vendor's insurance coverage **shall be primary and non-contributory** and at least as broad as ISO CG 20 01 04 13. This requirement shall also apply to any Excess or Umbrella liability policies.

#### ***Umbrella or Excess Policy***

The Vendor may use Umbrella or Excess Policies to provide the liability limits as required in this agreement. This form of insurance will be acceptable provided that all of the Primary and Umbrella or Excess Policies shall provide all of the insurance coverages herein required, including, but not limited to, primary and non-contributory, additional insured, Self-Insured Retentions (SIRs), indemnity, and defense requirements.

The Umbrella or Excess policies shall be provided on a true "following form" or broader coverage basis, with coverage at least as broad as provided on the underlying Commercial General Liability insurance. No insurance policies maintained by the Additional Insureds, whether primary or excess, and which also apply to a loss covered hereunder, shall be called upon to contribute to a loss until the Vendor's primary and excess liability policies are exhausted.

#### ***Notice of Cancellation***

Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to WCSD.

#### ***Waiver of Subrogation***

Vendor hereby grants to WCSD a waiver of any right to subrogation which any insurer of said Vendor may acquire against WCSD by virtue of the payment of any loss under such insurance. Vendor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not WCSD has received a waiver of subrogation endorsement from the insurer.



### ***Self-Insured Retentions***

Self-insured retentions must be declared to and approved by WCSD. WCSD may require the Vendor to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or WCSD.

The CGL and any policies, including Excess liability policies, may not be subject to a self-insured retention (SIR) or deductible that exceeds \$50,000 unless approved in writing by WCSD. Any and all deductibles and SIRs shall be the sole responsibility of the Vendor or subcontractor who procured such insurance and shall not apply to the Indemnified Additional Insured Parties. WCSD may deduct from any amounts otherwise due to the Vendor to fund the SIR/deductible. Policies shall NOT contain any self-insured retention (SIR) provision that limits the satisfaction of the SIR to the Named. The policy must also provide that Defense costs, including the Allocated Loss Adjustment Expenses, will satisfy the SIR or deductible. WCSD reserves the right to obtain a copy of any policies and endorsements for verification.

### ***Acceptability of Insurers***

Insurance is to be placed with insurers authorized to conduct business in the state with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to WCSD.

### ***Claims Made Policies***

If any of the required policies provide claims-made coverage: The Retroactive Date must be shown, and must be before the date of the contract or the beginning of contract work. Insurance must be maintained, and evidence of insurance must be provided for at least five (5) years after completion of the contract of work. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the Vendor must purchase "extended reporting" coverage for a minimum of five (5) years after completion of work.

### ***Verification of Coverage***

Vendor shall furnish WCSD with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause and a copy of the Declarations and Endorsements Pages of the CGL and any Excess policies listing all policy endorsements.

All certificates and endorsements and copies of the Declarations & Endorsements pages are to be received and approved by WCSD before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Vendor's obligation to provide them. WCSD reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time. WCSD reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

### ***Special Risks or Circumstances***

WCSD reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.