



During the term of the Contract, the Contractor at its sole expense shall provide primary commercial insurance of such type and with such terms and limits as may be reasonably associated with the Contract. As a minimum, the Contractor shall provide and maintain the following coverage and limits:

- i. Workers' Compensation and Employer's Liability. Insurance in accordance with applicable statutory obligations imposed by laws of any jurisdiction in which the work is to be performed. The General Contractor shall provide evidence of United States Longshore & Harbor Workers' Compensation Act coverage for employees engaged in work on or near navigable waters of the United States, and Defense Base Act coverage for all employees working on U.S. Government contracts outside the United States. Employer's liability insurance with a limit not less than one million dollars (\$1,000,000) per accident for bodily injury or disease shall also be maintained.
- ii. Commercial General Liability. Insurance covering commercial general liability on an occurrence basis, including the following coverages: operations; premises; products; completed operations; personal and advertising injury (including death); contractual; and broad form property damage (including completed operations) with limits not less than one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) in the aggregate.
- iii. Automobile Liability. Insurance covering automobile liability with a limit not less than one million dollars (\$1,000,000) per accident combined single limit for bodily injury and property damage, extending to all owned, hired, and non-owned automobiles.
- iv. Professional Liability/Technology Errors and Omissions. Insurance covering liabilities, punitive damages, and claim expenses arising from errors, omissions, or negligent acts in rendering or failing to render professional services, computer services, or information technology services, and in the provisioning of products in the performance of this Subcontract, including the failure of products to perform the intended function or serve the intended purposes, with limits not less than one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) in the aggregate. Services to be insured include without limitation: systems analysis; systems programming; data processing; systems integration; outsourcing, including outsourcing development and design; system design, consulting, development, and modification; training services relating to computer software or hardware; management, repair, and maintenance of computer products, networks, and systems; marketing, selling, servicing, distributing, installing, and maintaining computer hardware or software; data entry, modification, verification, maintenance, storage, retrieval, or preparation of data output; and any other technology-related services provided by the General Contractor.
- v. Umbrella (Excess) Liability. Insurance covering umbrella (excess) liability that shall follow form on concurrent terms with and provide coverage with limits not less than two million dollars (\$2,000,000) per occurrence and two million dollars (\$2,000,000) in the aggregate, in excess of all other policies described herein.





- vi. Network Security/Privacy and Privacy Notification Costs (Cyber) Insurance. If the General Contractor is providing services that provide or include direct access to IEM's or the Client's information technology systems or holding sensitive information of IEM or the Client, then the above Technology Errors and Omissions coverage shall also include coverage for loss, disclosure, and theft of data in any form; media and content rights infringement and liability, including without limitation software copyright infringement; and network security failure, including without limitation denial of service attacks and transmission of malicious code. Coverage shall include data breach regulatory fines and penalties, the cost of notifying individuals of a security or data breach, the cost of credit monitoring services and any other causally-related crisis management expense for up to one (1) year with limits not less than five million dollars (\$5,000,000). Coverage shall contain severability for the insured organization for any intentional act exclusions.
- vii. If the General Contractor maintains higher limits than the minimums provided herein, IEM requires and shall be entitled to coverage for the higher limits maintained by the General Contractor.
- viii. All insurance policies required herein must contain, or be endorsed to contain, the following provisions:
 - i. The Certificate Holder shall be: IEM International, Inc. (IEM), 5420 Wade Park Boulevard, Suite 140, Raleigh, NC 27607-4188.
 - ii. IEM, its officers, directors, partners, members, employees, and agents are to be covered as additional insureds for all policies herein except Workers' Compensation, Employer's Liability, and Professional Liability (Errors and Omissions).
 - iii. For any claims related to this Subcontract, the General Contractor's insurance coverage shall be primary insurance as respects IEM, its officers, directors, partners, members, employees, and agents. Any insurance or self-insurance maintained by IEM, its officers, directors, partners, members, employees, and agents shall be excess of the General Contractor's insurance and shall not contribute with it
 - iv. Each insurance policy required herein shall provide that coverage shall not be canceled or non-renewed, except with prior notice to IEM of thirty (30) calendar days, if, prior to such cancellation, the General Contractor shall have new insurance policies in place that meet the requirements stated herein.
 - v. General Contractor hereby grants to IEM a waiver of any right to subrogation that any insurer of said General Contractor may acquire against IEM by virtue of the payment of any loss under such insurance. The General Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision shall apply regardless of whether or not IEM has received a waiver of subrogation endorsement from the insurer
 - vi. Any deductibles or self-insured retentions must be declared to and approved by IEM. IEM may require the General Contractor to purchase coverage with a lower deductible or retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.





- vii. Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise approved by IEM.
- viii. If any of the required policies provide claims-made coverage: (i) the Retroactive Date must be shown, and must be before the date of the contract or the beginning of contract work; (ii) insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract of work; and (iii) 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 General Contractor must purchase extended reporting coverage for a minimum of five (5) years after completion of work.
- ix. The General Contractor shall furnish IEM with original certificates of insurance and amendatory endorsements or copies of the applicable policy language effecting coverage required by this Subcontract. All certificates and endorsements are to be received and approved by IEM before Work commences. However, failure to obtain the required documents prior to the Work beginning shall not waive the General Contractor's obligation to provide them. IEM reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time. The General Contractor shall require that all subcontractors/lower-tier contractors, which are not protected under the General Contractor's own insurance policies, take and maintain insurance of the same nature and in the same limits as required of the General Contractor herein. The General Contractor shall not allow any subcontractor/lower-tier contractor to commence Work on any lower-tier subcontract until all similar insurance required for the subcontractor/lower-tier contractor has been obtained and approved.
- x. IEM reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances. Nothing herein shall not be construed in any manner as waiving, restricting, or limiting the liability of either Party for any obligations imposed under this contract (including without limitation any provisions requiring a Party to indemnify, defend, and hold the other harmless under this contract).

Coverage shall be issued by companies licensed to do business in Florida, unless said coverage is not available or economically feasible except through an excess or surplus lines company, in which case the company should be registered to do business in Florida. Companies shall have an A.M. Best rating of at least A-VII. Contractor shall furnish evidence of such insurance to IEM in the form of unaltered insurance certificates. If any part of the contract is sublet, insurance shall be provided by or on behalf of any General Contractor, and shall be sufficient to cover their portion of the contract. Contractor shall furnish evidence of such insurance to the County as well.



Policies of insurance required by the contract shall waive all rights of subrogation against the IEM and County, its officers, employees and agents. Failure to keep in force the required insurance coverage may result in termination of the contract. Upon request, certified copies of insurance policies shall be furnished to IEM. The requirements stipulated in this attachment do not establish limits of contractor liability.

I have read and acknowledge the minimum insurance requirements for this program:

Signature of Contractor

Date

Printed Name

Title

