

VENDOR INSURANCE REQUIREMENTS

The vendor shall carry insurance of the following kinds and amounts (exceptions are noted) in addition to any other forms of insurance or bonds required by law and under the terms of the bid specifications. The vendor shall procure, prior to bid award and maintain for the duration of the agreement or as later indicated, insurance against claims for injuries to persons or damages to property which may arise from or in connection with this agreement by the vendor, his agents, representatives, employees, or sub-contractors. Failure to provide insurance requirements as specified in "Instructions to Bidders" and Bid Specifications may be considered as being non-responsive to bid. Vendor shall submit to the Madison County Board of Education, their Certificate of Insurance five days prior to award or earlier.

A. MINIMUM SCOPE OF INSURANCE:

1. General Liability:

Insurance will be written on an occurrence basis. Claims-made coverage will be accepted only on an exception basis after approval from the Purchasing Agent.

Commercial General Liability:

Products and Completed Operations
Contractual
Personal Injury
Explosion, Collapse and Underground
Broad Form Property Damage

2. Automobile Liability:

Business Automobile Liability providing coverage for all owned, hired and non-owned autos. Coverage for loading and unloading shall be provided under either automobile liability or general liability policy forms.

3. Workers' Compensation Insurance:

Statutory protection against bodily injury, sickness, disease or death sustained by an employee in the scope of employment. Protection shall be provided by a commercial insurance company or a recognized self-insurance fund authorized before the State of Alabama Industrial Board of Relations.

4. Employers Liability Insurance:

Covering common law claims of injured employees made in lieu of or in addition to a worker's compensation claim.

B. LIMITS OF INSURANCE:

1. General Liability:

Commercial General Liability on an "occurrence form" for bodily injury and property damage:

\$2,000,000	General Aggregate Limit
\$1,000,000	Products - Completed Operations Aggregate
\$1,000,000	Personal & Advertising Injury
\$1,000,000	Each Occurrence
\$1,000,000	Fire Damage (when applicable)

2. Automobile Liability:

\$1,000,000 Combined Single Limit per accident for bodily injury and property damage.

3. Workers' Compensation:

As Required by the State of Alabama Statute

4. Employers Liability:

\$100,000 Bodily Injury by Accident or Disease
\$500,000 Policy Limit by Disease

C. OTHER INSURANCE PROVISIONS:

The Purchasing Agent is hereby authorized to adjust the requirements set forth in this document in the event it is determined that such adjustment is in the Madison County Board of Education's best interest. If the insurance requirements are not adjusted by the Purchasing Agent prior to the Madison County Board of Education's release of bid specifications, then the limits stated herein shall apply.

1. General Liability and Automobile Liability Coverages Only:

- a. The vendor's insurance coverage shall be primary insurance as respects the Madison County Board of Education, its officers, employees, agents, and specified volunteers, as their interests may appear. Any insurance or self-

insurance maintained by the Madison County Board of Education, its officers, officials, employees, agents or specified volunteers shall be excess of the vendor's insurance and shall not contribute to it.

- b. The vendor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the insurer's liability.

2. All Coverages:

- a. Vendors are responsible to pay all deductibles. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the Madison County Board of Education. Cancellation of coverage for non-payment of premium will require ten (10) days' written notice to the Madison County Board of Education.
- b. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the Madison County Board of Education, its officers, employees, agents or specified volunteers.

D. ACCEPTABILITY OF INSURERS:

Insurance is to be placed with insurers with an A.M. Best's rating of no less than B+V.

E. VERIFICATION OF COVERAGE:

The Madison County Board of Education shall be indicated as a Certificate Holder and the vendor shall furnish the Madison County Board of Education with Certificates of Insurance reflecting the coverage required by this document. The A.M. Best Rating and deductibles, if applicable, shall be indicated on the Certificate of Insurance for each insurance policy. The certificates for each insurance policy are to be received and approved by the Madison County Board of Education before contract is awarded. The Madison County Board of Education reserves the right to require complete, certified copies of all required insurance policies at any time.

F. SUB-CONTRACTORS WORKING FOR THE VENDOR:

The vendor shall include all sub-contractors as insured under its policies or shall furnish separate certificates and/or endorsements for each sub-contractor.

Sub-contractors working for the vendor shall be required to carry insurance.

G. HOLD HARMLESS AGREEMENT:

The vendor, to the fullest extent permitted by law, shall indemnify and hold harmless the Madison County Board of Education, its elected and appointed officials, employees, agents and specified volunteers against all claims, damages, losses and expenses, including, but not limited to, attorney's fees, arising out of or resulting from the performance of this contract, provided that any such claim, damage, loss or expense (1) is attributable to personal injury, including bodily injury sickness, disease or death, or to injury to or destruction of tangible property, including loss of use resulting therefrom, and (2) is caused by any negligent act or omission of the vendor, or any of their sub-contractors, sub-consultants, or anyone directly or indirectly employed by any of them or anyone for whose acts they are legally liable. Such obligation should not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this paragraph.