

SHARYLAND INDEPENDENT SCHOOL DISTRICT VENDOR INSURANCE REQUIREMENTS

All vendors providing goods or services to Sharyland ISD (SISD) are required to provide proof of insurance. The required coverages are based on the scope of services within the contract and/or agreement.

A certificate of insurance meeting all requirements must be provided and approved prior to start of work/delivery of goods. Please review this document closely to determine your minimum requirements.

Sharyland ISD reserves the right to require complete, certified copies of all required insurance policies at any time. Neither the approval by Sharyland ISD of any insurance certificate supplied nor the failure to disapprove that insurance, shall relieve the Vendor from full responsibility.

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
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
Sharyland ISD as Additional Insured		Required All Policies
Sharyland ISD as Certificate Holder		Required All Policies
Waiver of Subrogation		Required All Policies
Primary & Non-Contributory		Required All Policies
30 Day Notice of Policy Change (suspended, voided, canceled, non-renewed or reduced)		Required All Policies
Endorsements		Required All Policies. Attach to Certificate.

Items 1- 4 below are minimum requirements that apply to ALL vendors. The coverages and limits are to be considered minimum requirements and in no way limit the liability of the Vendor.

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 Vendor, the Vendor 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 Vendor as an additional insured.

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1. GENERAL REQUIREMENTS APPLICABLE TO ALL POLICIES

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

- a. Vendor name as listed on Sharyland ISD Proposal/Agreement shall be listed as the Insured (including DBA).
- b. Sets forth all endorsement and insurance coverage according to requirements and instructions contained herein. Endorsements affecting coverage required shall be furnished with the certificates of insurance.
- c. 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 SISD.
- d. All liability coverages must be on an occurrence basis, apart from 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.
- e. Sharyland ISD must be named as an **Additional Insured and the Certificate Holder**.
- f. A reference to the project name, project number or RFP number must be included in the description of operations area.
- g. **Primary & Non-Contributory:** All policies must be primary over any other valid and collectible insurance carried by Sharyland ISD.
- h. **Waiver of Subrogation:** The Vendor shall agree to waive all right of subrogation against Sharyland Independent School District ("SISD" or the "District"), its officials, employees, and volunteers for losses arising from work performed by Vendor for the District.
- i. 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 VENDOR OR FAILURE OF VENDOR TO PERFORM ANY WORK OR OBLIGATION PROVIDED FOR IN THIS AGREEMENT.
- j. **30 Day Notice of Policy Change:** 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 SISD.
- k. **NOTICES:** All notices pertaining to Vendor insurance shall be given to Sharyland ISD at the following address:

Sharyland Independent School District
Service Center
Attn: Purchasing Department
1200 N Shary Rd.
Mission, TX 78572

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 Sharyland ISD and must be approved by Sharyland ISD.
- d. Coverage for Environmental Liability must be included for any Vendor providing or working with materials considered to be pollutants or present an environmental risk.

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3. AUTOMOBILE LIABILITY

- a. On Owned, Hired, and Non-owned motor vehicles used on the site or in connection there with, 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 Vendor transporting fuel products or other products that present an environmental risk.

4. WORKERS' COMPENSATION INSURANCE

- a. Statutory Limits
- b. Minimum **EMPLOYERS' 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. Vendors that are sole-proprietors or that have no employees may submit workers' compensation insurance deviations on the Sharyland ISD Vendor Insurance Acknowledgment Form.

5. PROFESSIONAL LIABILITY

- a. Required from all vendors providing **professional or consulting services**; 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 LIABILITY

- a. Required from all vendors that have access to the SISD network, are providing **software products, or have access to or collect any District or student personally identifiable information**.
- b. Minimum Limits of \$1,000,000 for all required coverages
- c. Policy to include Privacy & Security Liability; Breach Response; Cyber Extortion; PCI Fines & Penalties

7. SEXUAL MISCONDUCT LIABILITY

- a. **Required if District students or employees are present during contract performance** (including virtually).
- b. Minimum Limits of \$1,000,000 per Occurrence and annual Aggregate.

8. CRIME LIABILITY

- a. Required from all vendors working in or on District property without supervision, or when 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 vendors performing high risk operations as designated by SISD
- b. Coverage shall follow form of underlying Commercial General Liability, Employers Liability, and Automobile Liability policies.