



POUDRE SCHOOL DISTRICT R-1
IFB 22-680-008
E-RATE CATEGORY 1 SERVICES

Addendum 1.0

ADDENDUM POSTING DATE: January 21, 2022
IFB CLOSING DATE: February 15, 2022

Revised insurance requirements for IFB 22-680-008 are included below.

8.0 INSURANCE

Supplier shall procure and maintain the required insurance specified below for the duration of this Agreement, which insurance shall be written for not less than the amounts specified or greater if required by law. The District's receipt of a Certificate of Insurance from the Supplier with limits and or coverages that do not meet the requirements does not waive the requirements and the Supplier shall still be responsible for the limits and coverages stated in this Agreement. Specified coverages and amounts may be provided by a combination of a primary policy plus an umbrella or following form excess policy. All insurance shall be with a carrier licensed in the state of Colorado and shall have a minimum A.M. Best rating of A- VII. Supplier shall furnish the District's Director of Records and Risk Management with certificates of the required insurance *prior to the District's approval and signing of this Agreement*, and with renewal certificates prior to the expiration of any required insurance that expires during the term of this Agreement. Memorandums of Insurance will not be accepted. Certificates of Insurance and all communication regarding insurance shall be sent to:

Poudre School District
Attention: Risk Management
2407 Laporte Ave
Ft. Collins, CO 80521
Please Email Certificate to: COI@psdschools.org

Any insurance and/or self-insurance carried by the District is excess of the coverage extended to the District by Supplier. Supplier shall provide at least thirty (30) days' advance written notice to the District prior to cancellation, change of coverage, or non-renewal. The insurance requirements specified in this section shall not reduce the indemnification liability that Supplier has assumed in section 8.1.

Commercial General Liability

Minimum Limits

- Each Occurrence Bodily Injury & Property Damage \$2,000,000
- General Aggregate \$3,000,000
- Coverage must be written on an "occurrence" basis.
- Poudre School District R-1 and its elected officials, employees, agents, and volunteers shall be named as an additional insured or covered as an additional insured by way of a blanket endorsement and shall be insured to the full limits of liability purchased by the Supplier even if those limits of liability are in excess of those required by this Agreement.

Commercial Automobile Liability Providing Coverage for Owned, Non-Owned, and Leased or Hired Vehicles

- Bodily Injury & Property Damage
Combined Single Limit Minimum \$1,000,000
- If Supplier operates vehicles in performing any services under this Agreement, the policy shall be endorsed to include the following additional insured language: "Poudre School District R-1, its elected officials, employees, agents, and volunteers shall be named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of the Supplier" and shall be insured to the full limits of liability purchased by the Supplier even if those limits of liability are in excess of those required by this Agreement. Copy of policy endorsement must be attached to the Certificate of Insurance.

Workers' Compensation and Employers' Liability

If Supplier is exempt under the Colorado Workers' Compensation Act, this requirement will be waived if proof a current Workers' Compensation Coverage Rejection is on file with the Colorado Department of Labor and Employment, Division of Worker's Compensation and a copy is submitted to the District.

Minimum Limits

- State of Colorado Statutory
- Employer's Liability \$100,000 Each Accident

\$500,000 Disease – Policy Limit
\$100,000 Disease – Each Employee

- Waiver of subrogation in favor of Poudre School District R-1.

Professional Liability

Minimum Limits

- Each Occurrence or Wrongful Act Limit \$1,000,000
- Annual Aggregate Limit \$3,000,000
- In the event that the Professional Liability insurance required by this Agreement is written on a claims-made basis Provider warrants that any retroactive date under the policy shall precede the effective date of this Agreement and that either continuous coverage will be maintained, or an extended discovery period will be exercised for a period of three (3) years beginning at the time work under this Agreement is completed.
- Provider must provide evidence of the extended reporting period coverage at the end of the project and before all final payments to the Provider is made.

Technology Errors and Omissions Liability (Professional Liability, including Network Security and Privacy Liability)

Minimum Limits

- Per Loss \$1,000,000
- Aggregate \$3,000,000
- Liability extends for a period of three (3) years beginning at the time work under this Agreement is completed. Supplier shall maintain continuous coverage, as required by the Agreement, for this period.

The insurance shall provide coverage for:

- Liability arising from theft, dissemination and/or use of confidential information (defined term including but not limited to bank account, credit card account, personal information such as name, address, social security numbers, etc. information) stored or transmitted in electronic form.
- Network Security Liability arising from the unauthorized access to, use of or tampering with computer systems including hacker attacks, inability of an authorized third party to gain access to Supplier's services including denial of service, unless caused by a mechanical or electrical failure.
- Liability arising from the introduction of a computer virus into, or otherwise causing damage to, a District or third person's computer, computer system, network, or similar computer related property and the data, software, and programs thereon.

Crime Coverage (for Agreements allowing privileged access to network systems, valuable property, or sensitive data)

Minimum Limits

Per Loss \$1,000,000

The policy shall include:

- Coverage for all directors, officers, agents, and employees of the Supplier.

- Employee dishonesty, forgery and alteration, monies and securities, and computer (cyber) crime.
- Extended theft and mysterious disappearance.
- The policy shall not contain a condition requiring an arrest and conviction.
- Policy must be endorsed to cover Third Party Fidelity and include Poudre School District R-1 as a Loss Payee.

8.1 Indemnification

Supplier shall indemnify and hold harmless the District and the District's Board members, employees, representatives, and agents from and against any and all liability arising from any suit, action, grievance, charge or proceeding brought in connection with or related to Supplier's operations, provision of services and/or conduct of any of its employees, volunteers, agents, or representatives. The indemnification and hold harmless obligation hereunder shall include all attorney fees, costs and expenses incurred by the District and/or the District's Board members, employees, representatives and/or agents in defense of said suits, actions, grievances, charges and/or proceedings. Nothing in this section or otherwise in this Agreement shall be construed in any way or applied in any manner as a compromise or waiver of the District's rights and protections under the Colorado Constitution or the Colorado Governmental Immunity Act.