

NEEA STANDARD CONTRACTOR INSURANCE REQUIREMENTS



Note: NEEA reserves the right to tailor some of its standard insurance coverage requirements depending on the proposed nature of a potential Contractor's work.

Insurance Policies. Contractor shall maintain the following minimum levels of insurance under the following Policies for the duration of this Contract:

- Commercial General Liability Insurance (including bodily injury, property damage, and personal and advertising injury) - \$1,000,000 per occurrence / \$2,000,000 aggregate.
- Business Automobile Liability Insurance (including hired and non-owned insurance) - \$1,000,000 combined single limit.
- Professional Liability Insurance - \$1,000,000 combined single limit.
- Cyber Liability Insurance (including network security, data breach protection, and/or similar privacy liability insurance) - \$1,000,000 combined single limit.

Policy Terms and Additional Insured. The Commercial General Liability Insurance and Business Automobile Liability Insurance Policies listed above will be written on an occurrence basis, not on a claims-made basis. These Policies will be primary and non-contributing over any other insurance available to Contractor. NEEA and NEEA Funders will be named as additional insured or otherwise ensure automatic additional insured status for Business Automobile Liability Insurance and Comprehensive General Liability Insurance Policies if required under this Contract. Additional insured status under Commercial General Liability Insurance Policies shall apply to both ongoing and completed operations.

Workers' Compensation and Employers' Liability Insurance. Contractor shall maintain statutory workers' compensation and employers' liability insurance as required by applicable state law. All Policies shall include a waiver of subrogation rights in favor of NEEA and NEEA Funders.

Insurance Certificates. Contractor shall provide NEEA with certificates of insurance, prior to commencement of the Tasks under this Contract, evidencing all policies required under Article 10 (Workers' Compensation and Insurance) of this Contract prior to the Effective Date, and any policies held by subcontractors who are engaged by Contractor to perform under this Contract. Contractor shall give NEEA written notice of any lapse, cancellation, or material reduction of any of the required policies in accordance with policy terms.

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NEEA Requirements and Right of Rejection. All Insurance Policies required to be issued under this Contract shall be issued on a United States policy by one or more insurance carriers licensed to do business in the state where services are rendered, with an AM Best rating of A- or better. NEEA retains the right to reject any insurance policy, provider, and certificate of insurance held or provided by Contractor that fails to meet NEEA's Insurance Requirements.