

## SECTION IV – INSURANCE

Provide evidence of insurance for each of the checked categories

<input type="checkbox"/>	General Liability (Including operations, products and completed operations, as applicable.)	\$5,000,000 - per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, the general aggregate limit either must apply separately to this service or must be twice the required occurrence limit.
<input type="checkbox"/>	Automobile Liability	\$3,000,000 Motor Vehicle Liability Insurance per accident for bodily injury and property damage.
<input type="checkbox"/>	Workers' Compensation	As required by the State of California
<input type="checkbox"/>	Employers' Liability	\$1,000,000 - each accident, \$1,000,000 policy limit bodily injury by disease, \$1,000,000 each employee bodily injury by disease.
<input type="checkbox"/>	Professional Liability (Errors and Omissions)	\$4,000,000 - per occurrence, \$4,000,000 aggregate

### 4.1 SPECIAL INSURANCE REQUIREMENTS - CYBER LIABILITY

If the work involves services or goods related to computers, networks, systems, storage, or access to EMS Agency data or to any data that may, alone or in combination with other data, become Confidential Information or Personally Identifiable Information, the following insurance is required.

#### A. Privacy and Network Security

During the term of the Contract and for three years thereafter, maintain coverage for liability and remediation arising out of unauthorized use of or access to MVEMSA data or software within Contractor's network or control. Provide coverage for liability claims, computer theft, extortion, network breach, service denial, introduction of malicious code, loss of Confidential Information, or any unintentional act, error, or omission made by users of Contractor's electronic data or systems while providing services to MVEMSA. The insurance policy must include coverage for regulatory and PCI fines and penalties, crisis management expenses, and business interruption. No exclusion/restriction for unencrypted portable devices/media may be on the policy.

#### B. Technology Errors and Omissions

During the term of the Contract and for three years thereafter, maintain coverage for liabilities arising from errors, omissions, or negligent acts in rendering or failing to render computer or information technology services and technology products, including at a minimum, coverage for systems analysis, design, development, integration, modification, maintenance, repair, management, or outsourcing any of the foregoing.

### 4.2 PERFORMANCE SECURITY

The Proposer must be able to obtain and maintain in full force and effect, throughout the term of the Agreement a performance guarantee equivalent to three (3) months of operating expenses in the form of cash or letter of credit or performance security bond. Proposer shall describe how they meet this requirement, if different from the option below. This is one option: