Information Technology/Services for

RFP-GC-120

Issue Date: November 13, 2026 Bid Due Date: February 12, 2027

Item 1: Insurance Requirements

Appendix A – Insurance and Indemnification Requirements

Contractor and all subcontractors must carry the following Insurance requirements:

1. The Contractor and all subcontractors shall purchase and maintain in full force and effect insurance policies with the limits of insurance provided in the contract documents or the following insurance coverage's, whichever is greater. The insurance should be from an insurer that has an A.M. Best Rating of "A-" or better.
2. Commercial General Liability with limits not less than $1,000,000 per occurrence, $2,000,000 general aggregate, $1,000,000 and $2,000,000 products-completed operations aggregate. Such insurance shall cover liability arising from premises, operations, independent contractors, product-completed operations for one year following project completion, personal and advertising injury and liability assumed under an insured contract. There shall be no endorsement or modification of the Commercial GL form arising from pollution, explosion, collapse, underground property damage or work performed by subcontractors
3. Professional liability with a limit of $2,000,000 per claim/occurrence and $2,000,000 annual policy aggregate.
4. Business Automobile Liability with a limit of not less than $1,000,000 each accident, including owned, non-owned, leased and hired vehicles.
5. Statutory workers compensation and employer's liability coverage for all employees, including corporate officers and sole proprietors.
6. Umbrella/Excess Liability with a limit of not less than $5,000,000 per occurrence/aggregate.
7. Cyber/Network Security and Data Privacy Liability Insurance of $1M per claim and annual aggregate that covers losses arising from actual or alleged acts, errors or omissions and intentional, fraudulent or criminal acts. Further, the policy

will expressly provide, but not be limited to, coverage for losses arising from the following: (a) unauthorized use/access of computer systems (including mobile devices). Servers, client's data or software; (b) defense of any regulatory action involving a breach of privacy; (c) failure to protect the confidential or proprietary information (personal and commercial information) and intellectual property from unauthorized disclosure or unauthorized access; (d) failure to adequately protect physical security of servers and systems including from cyber terrorism; (e) the costs for: notification, whether or not required by statute, credit file or identity monitoring, identity restoration, public relations or legal experts; (f) third party liability; (g) cyber extortion and cyber terrorism; (h) no exclusion for actual or alleged breaches of professional services agreements associated with the above.

Green Chimneys is to be included as an additional insured on a primary, noncontributory basis (using CG 2010 07/04 and CG 2037 10/01 or its equivalent) for items 2,4, and 6. Items 2 and 6 will have no exclusions for New York State "labor law" claims and/or claims for injuries to subcontractor employees.

All policies required by this paragraph shall include a waiver of subrogation in favor of Green Chimneys.

Except where prohibited by law, all policies and certificates of insurance shall expressly provide that Green Chimneys must receive 30 days written notice in the event of material alteration, cancellation or nonrenewal of coverage, including subcontractors' insurance.

Indemnification: Contractor and all subcontractors shall indemnify and hold Green Chimneys harmless from and against any and all obligations, liabilities, claims, demands, expenses and costs (including, without limitation, reasonable attorneys' fees and expenses) for any loss or damage to property or injuries to any persons which may be asserted against or imposed by reason, or as a result of any acts or omissions of contractor under this agreement. The indemnification obligations of the contractor shall survive termination of this agreement. To the fullest extent permitted by law, the Contractor shall indemnify, defend and hold harmless Owner and each of its officers, directors, shareholders, employees and agents from and against any and all claims, actions, damages, losses and expenses, including but not limited to attorneys' fees, for any actual or alleged injury to any person or persons, including death, or damage to or destruction of property arising out of any act or omission on the part of the Contractor, its employees, agents or subcontractors in connection with any work or services performed on behalf of the Owner.

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