EXHIBIT E: INSURANCE REQUIREMENTS

1. **Proof of Insurance**

   Contractor shall provide proof of insurance, in the form of a certificate to the State. Insurance companies must have an AM Best rating of no less than A- and an AM Best financial size category of no less than VII.

2. **General Provisions Applying to All Policies**

   I. **Coverage Term** – Coverage needs to be in force for the complete term of the Agreement. If insurance expires during the term of the Agreement, a new certificate shall be sent to the State within (30) days following the expiration of this insurance. Any new insurance must still comply with the original terms of the Agreement.

   II. **Policy Cancellation or Termination & Notice of Non-Renewal** – Contractor is responsible to notify the State within five (5) business days before the effective date of any cancellation or non-renewal that affects required insurance coverage. In the event Contractor fails to keep in effect at all times the specified insurance coverage, the State may, in addition to any other remedies it may have, suspend or terminate this Contract upon thirty (30) days' notice from the occurrence of such event in which Contractor may remedy the lapsed insurance coverage in question, subject to the provisions of this Contract.

   III. **Deductible** – Contractor is responsible for any deductible or self-insured retention contained within their insurance program.

   IV. **Insurance Carrier Required Rating** – All insurance companies must carry an A.M. Best rating of at least A-VIII. If the Contractor is self-insured for a portion or all of its insurance, review of financial information including a letter of credit may be required.

   V. **Endorsements** – Any special requests such as additional insured status, waiver of subrogation, or other requirements must be included in the request for a certificate of insurance. Certificates shall be mailed or emailed directly to the State, unless other instructions are so provided, to the contact name at the fax number, e-mail, and/or address listed in the relevant request for certificate of insurance.

   VI. **Inadequate Insurance** – Inadequate or lack of insurance does not negate the Contractor obligations under the Agreement.

   VII. **Subcontractors** - In the case of Contractor utilization of subcontractors to complete the contracted scope of work, Contractor shall require from subcontractors, and share copies of the provided, evidence of insurance to the State, applicable to the work being done.

3. **Commercial General Liability**

   Contractor shall obtain, at Contractor's expense, and keep in effect during the term of this Agreement, Commercial General Liability Insurance covering bodily injury, and property damage in a form and with coverages that are satisfactory to the State. This insurance shall include personal and advertising injury liability,

products, completed operations, and contractual liability coverage for the indemnity provided under this Agreement. Coverage shall be written on an occurrence basis in an amount not to be less than $1,000,000 per occurrence. Annual aggregate limit shall not be less than $2,000,000. **The State of California, its officers, agents, officials, and employees are to be covered as additional insureds with respect to liability arising out of work or operations. This additional insured endorsement may be blanket or automatic and Contractor's insurance shall be primary and non-contributory.**

4. **Auto Liability**

   Contractor shall maintain motor vehicle liability with limits not less than $1,000,000 combined single limit per accident. Such insurance shall cover liability arising out of a motor vehicle including owned, hired, and non-owned motor vehicles. **The policy must name The State of California, its officers, agents, and employees as additional insured, but only with respect to work performed under the contract.** If contractor will not have any commercially owned vehicles used during the life of this Agreement, by signing this Agreement, the Contractor certifies that the Contractor and any employees, subcontractors or servants possess valid automobile coverage in accordance with California Vehicle Code Sections 16450 to 16457, inclusive. The State reserves the right to request proof at any time.

5. **Workers' Compensation and Employer's Liability**

   Workers' Compensation insurance as required by the State of California, if applicable, shall require (A) Workers' Compensation Limit: Statutory and (B) Employer's Liability: (1) Bodily Injury by Accident, for Each Accident: $1,000,000 (2) Bodily Injury for Each Employee by Disease: $1,000,000 and (C) Policy Limit for Bodily Injury by Disease: $1,000,000.