

## Attachment A – Insurance Information

### Colorado Department of Corrections

**INSURANCE REQUIREMENTS: Following are the standard insurance coverage requirements which have been established by the State of Colorado.**

1. The Contractor shall obtain, and maintain at all times during the term of this contract/Purchase Order, insurance in the following kinds and amounts.
  - A. **Workers' Compensation Insurance** as required by state statute, and Employer's Liability Insurance covering all of contractor's or subcontractor employees acting within the course and scope of their employment.

**Do you have employee's that are not owners? If you answered "YES" you will need worker's compensation insurance.**

- B. **General Liability Insurance** covering premises operations, fire damage, independent contractors, products and completed operations, blanket contractual liability, personal injury, and advertising liability with minimum limits as follows:
  - i. \$1,000,000 each occurrence;
  - ii. \$1,000,000 general aggregate;
  - iii. \$1,000,000 products and completed operations aggregate; and
  - iv. \$50,000 any one fire.

If any aggregate limit is reduced below \$1,000,000 because of claims made or paid, the contractor shall immediately obtain additional insurance to restore the full aggregate limit and furnish to the State a certificate or other document satisfactory to the State showing compliance with this provision.

**General Liability Insurance is coverage that can protect you from a variety of claims. The claims that could be covered are:**

**Products/Completed operations liability – liability arising out of the insured's products or business operations conducted away from the insured's premises once those operations have been completed.**

**Advertising injury – coverage that ensures for the offenses of libel (defamation), slander, invasion of privacy, copyright infringement and misappropriation of advertising ideas.**

**Bodily injury liability – liability imposed on insured for damages due to bodily injury, sickness, or disease.**

**Contractual liability – the assumption of the other contracting party's liability under specified conditions.**

**Personal Injury – category of insurable offenses that produce harm other than bodily injury. These offenses include: false arrest, detention, slander, libel (defamation) and invasion of privacy.**

- C. **Automobile Liability Insurance** covering any auto (including owned, hired, and non-owned autos) with a minimum limit as follows: \$1,000,000 each accident combined single limit.

**Required when the use of an automobile is required to complete the scope of work. Do you drive onto state property? If you answered "YES" you will need Automobile Liability Insurance.**

- D. **Protected Information** covering any damages caused by an error, omission or any negligent act with minimum limits as follows:
- i. \$1,000,000 each occurrence; and
  - ii. \$2,000,000 general aggregate.

**Covers claims and losses with respect to network or data risks such as data breaches, release of confidential information, unauthorized access/use of information, identity theft, invasion of privacy, damage/loss/theft or data, etc. Do you have access to parolee's/offender's confidential personal information, protected health information, criminal justice information, payment card information or tax information? If you answered "YES" to any of the above, you will need Protected Information Insurance.**

- E. **Professional Liability** covering any damages caused by an error, omission or any negligent act with minimum limits as follows:
- i. \$1,000,000 each occurrence; and
  - ii. \$2,000,000 general aggregate.

**Do you provide professional or technical services for offenders? If you answered "YES" you will need Professional Liability Insurance.**

- F. **Crime Insurance** including employee dishonesty coverage with minimum limits as follows:
- i. \$1,000,000 each occurrence; and
  - ii. \$1,000,000 general aggregate.

- G. **Additional Insured** - *The State shall be named as additional insured on all commercial general liability policies* (leases and construction contracts require additional insured coverage for completed operations) required of Contractor and Subcontractors.

- H. **Primacy of Coverage** – Coverage required of Contractor and each Subcontractor shall be primary over any insurance or self-insurance program carried by Contractor or the State (the assignment of the right insurer to a claim when an insured has two or more policies cover the same risk).

- I. **Cancellation** – The above insurance policies shall include provisions preventing cancellation or non-renewal, except for cancellation based on non-payment of premiums, without at least 30 days prior notice to Contractor and Contractor shall forward such notice to the State in accordance with §14 within 7 days of Contractor's receipt of such notice.

- J. **Subrogation Waiver** – **All insurance policies secured or maintained by Contractor or its Subcontractors in relation to this Contract shall include clauses stating that each carrier shall waive all rights of recovery under subrogation or otherwise against Contractor or the State, its agencies, institutions, organizations, officers, agents, employees, and volunteers.**

- K. **Public Entities** – If Contractor is a "public entity" within the meaning of the Colorado Governmental Immunity Act, §24-10-101, *et seq.*, C.R.S. (the "GIA"), Contractor shall maintain, in lieu of the liability insurance requirements stated above, at all times during the term of this Contract such liability insurance, by commercial policy or self-insurance, as is necessary to meet its liabilities under the GIA. If a subcontractor is a public entity within the meaning of the GIA, Contractor shall ensure that the Subcontractor maintain at all times during the terms of this Contract, in lieu of the liability insurance requirements stated above, such liability insurance, by commercial policy or self-insurance, as is necessary to meet the Subcontractor's obligations under the GIA.

- L. **Certificates** - Contractor shall provide to the State certificates evidencing Contractor's insurance coverage required in this Contract within 7 Business Days following the Effective Date. Contractor shall provide to the State certificates evidencing Subcontractor insurance coverage required under this Contract within 7 Business Days following the Effective Date, except that if Contractor's subcontract is not in effect as of the Effective Date, Contractor shall provide to the State certificates showing Subcontractor insurance coverage required under this Contract within 7 Business Days following Contractor's execution of the subcontractor's coverage, Contractor shall deliver to the State certificates of insurance evidencing renewals of coverage. At any other time during the term of this Contract, upon request by the State, Contractor shall, within 7 Business Days following the request by the State, supply to the State evidence satisfactory to the State of compliance with the provisions of this section.

The above coverage amounts and terms may or may not be negotiable, depending upon the types of services to be provided. Please provide your applicable certificate(s) of insurance via email to [doc\\_purchasing@state.co.us](mailto:doc_purchasing@state.co.us). Evidence of insurance is needed before a contract/purchase order will be issued to your firm.

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**PLEASE DETERMINE THE INSURANCE COVERAGE YOU WILL NEED AND GET A QUOTE PRIOR TO SUBMITTING A BID.**