Waste Management – Supplier Insurance Requirements

Supplier shall maintain, at its sole cost, and shall require any subcontractors it may engage to maintain at all times during the Term of the Agreement and for two (2) years following acceptance of the Products and Services, the insurance coverage set forth below, with one or more insurance companies licensed to do business in the state where the work is performed and with a rating of not less than A, X or better as shown in the most current issue of the A.M. Best Rating Guide:

(1)   Workers' Compensation Insurance as required by laws and regulations applicable to and covering any subcontractor's employees whose performance of Services in connection with Supplier's obligations hereunder may be completed at any Company location, and all employees of Supplier engaged in Supplier's performance of its obligations under this Agreement.

(2)   Employers' Liability Insurance protecting Supplier against common law liability in the absence of statutory liability, for employee bodily injury arising out of the master-servant relationship with a limit of not less than $1,000,000.

(3)   Commercial General Liability Insurance including coverages for premises/operations, products/completed operations, bodily injury, property damage, independent contractors and coverage for insured contracts specifically in support of the contractual obligations of Supplier including, without limitation, any indemnity obligations contained in the Agreement, with limits of liability of not less than $1,000,000 per occurrence and $2,000,000 in the annual aggregate and naming Company and its Affiliates as an additional insured.

(4)   Professional Liability to cover the actual or alleged errors & omissions arising out of the professional services rendered by or on behalf of Supplier with limits of not less than $1,000,000 per occurrence.

(5)   Automobile Liability Insurance including non-owned and hired vehicle coverage with limits of liability of not less than $1,000,000 per occurrence combined single limit and naming Company and its Affiliates as an additional insured.

(6)   System Security/Cyber Liability* covering all damages and expenses related, but not limited to, breaches of data security from all Services. Such insurance shall have a limit of not less than $5,000,000 per occurrence. *Coverage to include the Blanket Vicarious Liability for Other Entities Endorsement. See sample wording below. If this endorsement is unavailable from Supplier's insurance carrier, the policy will name Company and its Affiliates as an additional insured.

(7)   Commercial Crime Insurance providing coverage for, but not limited to, loss sustained by Company resulting from theft or forgery committed by Supplier's employees. Such insurance shall have a limit of not less than $5,000,000 per loss and naming Company and its Affiliates as loss payee.

Supplier shall provide a certificate of insurance evidencing such insurance coverage upon the Effective Date and upon request by Company that shall provide that the insurance carrier will give Company thirty (30) days' prior written notice of any cancellation or non-renewal of any policy or policies identified in such certificate.

* Blanket Vicarious Liability for Other Entities Endorsement. Sample wording:

BLANKET VICARIOUS LIABILITY FOR OTHER ENTITIES ENDORSEMENT (PRIMARY TO ENTITY'S INSURANCE)

It is understood and agreed that the Policy is amended to include any entity the Named Insured or any Subsidiary is required by contract to include as an insured under this Policy but solely to the extent a claim is made against it for a wrongful act of an Insured. This Policy shall be primary to any insurance maintained by such entity, to the extent the claim is covered by this Policy pursuant to this endorsement. Nothing herein shall serve to confer any rights and duties to such entity under this Policy, other than as provided herein. There shall be no coverage afforded to such entity as a result of its independent wrongful acts. All other terms and conditions of the Policy remain unchanged.