[NOTE TO BUYER: Below are types of insurance that may apply to State agency purchases. The types of insurance below may be in “addition to” or “replace” requirements in the General Insurance Requirements. ALP certified buyers must contact Department of Administration, Risk Management Division, to determine the insurance requirements for a solicitation and modify, as needed, the General Insurance Requirements. See ALP Manual Sections 2.26 and 2.40 for additional information. Contact Risk Management Division at 651.201.2591.]

- **Professional/Technical, Errors and Omissions** [NOTE TO BUYER: Use this for contracts involving training that is not common knowledge (e.g., heavy equipment training).]
  This policy will provide coverage for all claims the Contractor may become legally obligated to pay resulting from any actual or alleged negligent act, error, or omission related to Contractor’s professional services required under the contract.

  Contractor is required to carry the following *minimum* limits:

  - $2,000,000 – per claim or event
  - $2,000,000 – annual aggregate

  Any deductible will be the sole responsibility of the Contractor and may not exceed $50,000 without the written approval of the State. If the Contractor desires authority from the State to have a deductible in a higher amount, the Contractor shall so request in writing, specifying the amount of the desired deductible and providing financial documentation by submitting the most current audited financial statements so that the State can ascertain the ability of the Contractor to cover the deductible from its own resources.

  The retroactive or prior acts date of such coverage shall not be after the effective date of this Contract and Contractor shall maintain such insurance for a period of at least three (3) years, following completion of the work. If such insurance is discontinued, extended reporting period coverage must be obtained by Contractor to fulfill this requirement.

- **Network Security and Privacy Liability Insurance (or equivalent)** [NOTE TO BUYER: Use this when there are technology-related risks (e.g., software licenses, subscription services, maintenance and support services). Also, use when Contractor has access to not public data on state’s network or on Contractor’s network.]
  The coverage may be endorsed on another form of liability coverage or written on a standalone policy.

  Contractor shall maintain insurance to cover claims which may arise from failure of Contractor’s security resulting in, but not limited to, computer attacks, unauthorized access, disclosure of not public data including but not limited to confidential or private information, transmission of a computer virus or denial of service.

  Contractor is required to carry the following *minimum* limits:

  - $2,000,000 per occurrence
  - $2,000,000 annual aggregate
- **Privacy Liability Insurance (or equivalent)** [NOTE TO BUYER: Use this when there are no technology-related risks but Contractor has access to not public data that is not on a network (e.g., paper records).]
  The coverage may be endorsed on another form of liability coverage or written on a standalone policy. The Contractor shall maintain insurance to cover claims which may arise from failure of the Contractor to ensure the security of not public data stored on the State’s documents, including but not limited to paper, microfilms, microfiche, magnetic computer tapes, cassette tapes, photographic negatives, photos, hard disks, floppy disks, and carbon sheets, while in the Contractor’s care, custody, and control.

  Contractor is required to carry the following minimum limits:

  - $2,000,000 – Per Occurrence
  - $2,000,000 – Annual Aggregate

- **Property of Others Insurance (or equivalent)** [NOTE TO BUYER: Use this coverage when state property is in Contractor’s possession (e.g., when Contractor takes possession of state property for warranty work or when contractor has state property in their care, custody, and control for repair/service work).]
  The Contractor shall maintain a Property insurance policy covering “All Risk” of direct physical loss or damage, or equivalent, including the perils of theft, flood, transit, earthquake, and pollution clean-up expense for property owned by the state that is in the Contractor’s care, custody, and control. Any deductible shall be the sole responsibility of the Contractor.

  Contractor is required to carry the following minimum limits:

  The Contractor is solely responsible for the coverage equal to that of the actual cash value of state owned property in the Contractor’s care, custody, and control at any given point in time.

  [NOTE TO BUYER: For the following types of insurance, contact Risk Management Division for detailed requirements.]

- **Aviation Insurance (Also see Aviation Insurance Requirements in ALP Manual, Appendix C, Insurance, and Appendix D, Forms):**
  - Aircraft Liability
  - Aircraft Passenger Liability
  - Airport/Premises Liability
  - Non-Owned Aircraft Liability
  - Non-Owned Aircraft Hull
  - Hangarkeeper’s Liability

- **Crime Insurance (e.g., Employee Dishonesty)**
- **Fire Legal Liability Insurance**
- **Installation Floater Insurance**
- **Pollution Liability Insurance**
- **Sexual Molestation Liability Insurance**
- **Watercraft Liability Insurance**

  [NOTE TO BUYER: For all insurance requirements, include the following:]

  INSURANCE CERTIFICATE HOLDER SHOULD BE ADDRESSED AS FOLLOWS:
  State of Minnesota
  (NOTE TO BUYER: Insert your state agency name and address)