

- 6.4. **Expenses - Service Contracts.** Expenses are considered included in the hourly rate or not to exceed pricing established for services, unless specifically excluded. If otherwise permitted under the Contract, Reimbursable Expenses will be itemized separately and documented by receipts for invoicing purposes.
- 6.5. **Taxes.** Invoices for Goods and/or Services shall not include Federal Excise, State or City Sales Tax for which an Independent School District is exempt under State Law. The District shall furnish a tax exemption certificate, if required.
- 6.6. **Maximum Contract Amount Limitation.** The aggregate compensation from District to Vendor for the Goods and/or Services shall not exceed the maximum figure stated in the Contract.
- 6.7. **No Payments When In Default.** Nothing in this Contract shall obligate the District to make any payments to Vendor at any time Vendor is in default under this Contract.

7. **INSURANCE.**

- 7.1. Unless otherwise agreed to by NISD, the Vendor shall carry insurance with responsible carriers acceptable to NISD rated A or better, by A.M. Best with minimum limits of liability coverage, as stated below, against claims for damages caused by bodily injury, including death, to employees and third parties, and claims for property damage. The Vendor shall furnish certificates of insurance (Acord Form) to NISD indicating compliance with this paragraph. With no intent to limit Proposer(s) liability or the indemnification provision set forth herein, the Proposer(s) shall provide and maintain certain insurance in full force and effect at all times during the term of this agreement and any extensions thereto.
- 7.2. The insurance, at a minimum, must include the following coverage and limits of liability:

Coverage	Limit of Liability
Worker's Compensation and Employer's Liability Employer's Liability or other alternative replacement or substitute coverage can be used in place of Worker's Compensation. Any proposal seeking to provide non-subscriber alternative to statutory Workers' Compensation must be reviewed and approved by the District.	[All Providers] Statutory for Worker's Compensation Bodily injury by accident \$1,000,000 (each accident)
Commercial General Liability	[All Providers] Bodily injury and property damage, combined limits of \$1,000,000 each occurrence and \$2,000,000 aggregate
Professional Liability/E&O Liability To Pay on Behalf of the Insured all sums by which the insured shall become legally obligated to pay as damages by reason of any act, malpractice, error, or omission in Professional Services.	[Required for Services Contracts] \$5,000,000 per Claim/Aggregate
Cyber Liability Coverage, Including: (1) Privacy Liability; (2) Network Security Liability; (3) Internet Media Liability; (4) Network Extortion; and (5) Funds Transfer Fraud. Data Breach Fund & Regulatory Proceeding coverage is required & can be provided with a Sub-Limit of Liability with limits no less than \$100,000 & \$500,000 respectively.	[Required for Technology Contracts and Related Services] \$5,000,000 Per Claim / Aggregate
Automobile Liability Insurance (Including employer's non-ownership, hired, borrowed, leased and rented auto coverage)	[All Providers] \$1,000,000 combined single limit per occurrence

- 7.3. **Form of Policies.** The insurance may be in one or more policies of insurance, the form of which must be approved by the District.