

# SUPPLIER INSURANCE REQUIREMENTS



The Supplier will obtain and maintain insurance coverage of the kind and in the minimum amounts listed below at its sole cost and expense during the term of any effective agreement (i.e., Contract, Purchase Order, Terms & Conditions, etc.) with Sunflower Electric Power Corporation (Sunflower), with insurers that have an A.M. Best rating of A- or better and are licensed to do business in all jurisdictions where work is performed.

Insurance Type	Minimum Coverage Amount
<b>Workers Compensation</b>	Statutory
<b>Employers Liability</b>	\$1,000,000 Each Accident \$1,000,000 By Disease Policy Limit \$1,000,000 By Disease Each Employee
<b>Commercial General Liability</b> Occurrence Limit General Aggregate Limit Products/Completed Operations Aggregate Limit Personal & Advertising Injury Limit Each Occurrence Limit Fire Damage Limit ( <i>One Fire</i> ) Medical Expense Limit ( <i>One Person</i> )	\$1,000,000 \$2,000,000 \$1,000,000 \$1,000,000 \$1,000,000 \$50,000 \$5,000
<b>Commercial Automobile Liability</b> Vehicle Coverage Bodily Injury/Property Damage Uninsured/Underinsured Motorist	All Owned, Non-Owned & Hired \$1,000,000 Combined Single Limit Statutory

## Umbrella or Excess Liability Insurance

The Supplier shall maintain umbrella or excess liability insurance, with limits of no less than \$1,000,000 to protect Supplier against all claims in excess of the limits provided under the employer's liability, commercial automobile liability and commercial general liability policies.

## Professional Liability Insurance

The Supplier shall maintain professional liability insurance with limits of no less than \$2,000,000 if the services performed involve professional services to include, but are not limited to, engineering, architectural, surveying, or consulting services. Coverage must apply to economic damaged resulting from a professional error, act, or omission arising out of the scope of services defined in an agreement.

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**ADDITIONAL REQUIREMENTS**

- Sunflower Electric Power Corporation must be included as an additional insured under all the policies listed excluding: professional liability and worker's compensation.
- All policies shall contain provisions whereby the Suppliers' insurers waive all rights of subrogation against Sunflower and its agents, officers, directors, and employees for recovery of damages to the extent these damages are covered by any of the Supplier's insurance policies maintained above.
- Suppliers' insurance will apply on a primary and non-contributory basis. Any deductibles or self-insured retentions carried by Supplier are the sole responsibility of Supplier and must be declared on certificates of insurance. Self-insurance by Supplier shall protect indemnified parties in the same manner and to the same extent as they would have been protected had the policy or policies not been self-insured, contained a self-insured retention or deductible.
- The Supplier shall cause each subcontractor engaged by Supplier in the performance of any effective agreement with Sunflower, to maintain insurance coverages at least equal to those required of the Supplier.
- The insurance coverage required above shall be maintained throughout the term of any effective agreement with Sunflower, by Supplier, and shall not be canceled, or materially altered without thirty (30) days advance written notice to Sunflower.
- Supplier's initial compliance with this requirement shall be evidenced by the Certificate of Insurance (COI), issued by Supplier's insurers, on forms approved by the Kansas Insurance Department.
- Suppliers must provide a current COI to Sunflower. COI documents can be delivered to Sunflower through either:
  - Sunflower's Enterprise Resource Planning System.
  - Email to a member of the Sunflower Purchasing Department.  
  
Email to [purchasing@sunflower.net](mailto:purchasing@sunflower.net); or Postal mail to:  
Sunflower Electric Power Corporation Attn:  
Purchasing Department  
P.O. Box 430  
Holcomb, KS 67851-0430
- Sunflower shall have the right, but not the obligation, to prohibit Supplier or any subcontractor from entering any work site until such evidence that insurance is in complete compliance with the above insurance requirements and has been received and approved by Sunflower.
- Failure of Sunflower to demand such certificate(s) or other evidence of full compliance with these insurance requirements, or failure of Sunflower to identify a deficiency from evidence that is provided, shall not be construed as a waiver of Supplier's obligations to maintain such insurance.
- Sunflower shall have the right at any time to require insurance limits greater than those stated above, or to require other changes in insurance coverages. In any such event, the additional premium or premiums payable solely as the result of such additional insurance requirements may be added to the Contract price.