

Exposure Category “L”
LOW RISK
Insurance Requirements and Hold Harmless Agreement
Revised 12-03-2019

Vendors shall furnish a Certificate of Insurance that complies with the insurance requirements listed below. The Certificate of Insurance shall list the deductible as well as coverages listed below. The following liability coverage limits must not be less than the limits specified.

Thirty (30) day advance notice of cancellation is required. The policies must be specifically endorsed to grant the Board 30 days advance notice of cancellation or nonrenewal. This endorsement must be attached to the certificate of insurance.

All insurance carriers must have an AM Best rating of at least A:VII or better. When a self insured retention or deductible exceeds \$5,000, the Board reserves the right, but not the obligation, to review and request a copy of bidder’s most recent annual report or audited financial statement.

All contractors including any independent contractors and subcontractors utilized must also comply with the below insurance requirements

The Board by and through its Risk Management Department, reserves the right to review, modify, reject or accept any required policies of insurance, including limits, coverages or endorsements, herein from time to time throughout the term of this contract.

INSURANCE

1. General Liability

COMMERCIAL GENERAL LIABILITY INSURANCE, INCLUDING CONTRACTUAL LIABILITY, TO COVER THE HOLD HARMLESS AGREEMENT SET FORTH HEREIN, WITH LIMITS OF NOT LESS THAN:

EACH OCCURRENCE	\$1,000,000
PERSONAL/ADVERTISING INJURY	\$1,000,000
PRODUCTS/COMPLETED OPERATIONS AGGREGATE	\$2,000,000
GENERAL AGGREGATE	\$2,000,000
FIRE DAMAGE	\$100,000 ANY 1 FIRE MEDICAL
EXPENSE	\$5,000 - \$10,000 ANY 1 PERSON

- AN ADDITIONAL INSURED ENDORSEMENT MUST BE ATTACHED TO THE CERTIFICATE OF INSURANCE. THE ADDITIONAL INSURED ENDORSEMENT SHOULD BE ISSUED ON AN ISO OR SIMILAR FORM AND APPLY ON A PRIMARY AND NONCONTRIBUTORY BASIS. ADDITIONAL INSURED SHALL BE LISTED AS: **SCHOOL BOARD OF INDIAN RIVER COUNTY, 6500 57TH STREET, VERO BEACH, FLORIDA 32967.**
- COVERAGE FOR SEXUAL ABUSE AND MOLESTATION MUST BE INCLUDED IN THE COMMERCIAL GENERAL LIABILITY INSURANCE AND/OR AN ADDITIONAL INSURED ENDORSEMENT MUST BE ATTACHED TO THE CERTIFICATE OF INSURANCE. THE ADDITIONAL INSURED ENDORSEMENT SHOULD BE ISSUED ON AN ISO OR SIMILAR FORM AND APPLY ON A PRIMARY AND NONCONTRIBUTORY BASIS.
- COVERAGE IS TO BE WRITTEN ON AN OCCURRENCE FORM BASIS AND SHALL APPLY AS PRIMARY.
- A PER PROJECT AGGREGATE LIMIT ENDORSEMENT MUST BE PROVIDED.
- DEFENSE COSTS ARE TO BE IN ADDITION TO THE LIMIT OF LIABILITY.
- A WAIVER OF SUBROGATION IN FAVOR OF THE BOARD MUST BE PROVIDED.
- POLICY SHALL CONTAIN NO EXCLUSION FOR THIRD PARTY ACTION-OVER CLAIMS (INJURY TO SUBCONTRACT WORKERS)

- XCU COVERAGE IS TO BE INCLUDED WHEN INDICATED BY THE SCOPE OF SERVICE.
- COVERAGE SHOULD EXTEND TO INDEPENDENT CONTRACTORS AND FELLOW EMPLOYEES. COVERAGE IS TO INCLUDE A CROSS LIABILITY OR SEVERABILITY OF INTERESTS PROVISION AS PROVIDED UNDER THE STANDARD ISO FORM SEPARATION OF INSURED'S CLAUSE.

2. Automobile Liability

BUSINESS AUTOMOBILE LIABILITY FOR ANY AUTO (ALL OWNED, HIRED, AND NON-OWNED AUTOS) WITH LIMITS OF NOT LESS THAN **\$1,000,000** PER ACCIDENT. IN THE EVENT VENDOR DOES NOT OWN ANY AUTOMOBILES, THE BOARD WILL ACCEPT PROOF OF HIRED AND NON OWNED AUTO LIABILITY ONLY.

- CERTIFICATE HOLDER MUST BE LISTED AS ADDITIONAL INSURED.
- A WAIVER OF SUBROGATION MUST BE PROVIDED.
- COVERAGE SHOULD APPLY ON A PRIMARY BASIS.

3. Workers' Compensation

- WORKERS' COMPENSATION INSURANCE PURSUANT TO FLORIDA STATUTORY REQUIREMENTS.
- EMPLOYERS LIABILITY MUST INCLUDE LIMITS OF AT LEAST \$100,000 EACH ACCIDENT, \$100,000 EACH DISEASE/EMPLOYEE, \$500,000 EACH DISEASE/MAXIMUM.
- A WAIVER OF SUBROGATION IN FAVOR OF THE BOARD MUST BE PROVIDED.
- COVERAGE SHOULD APPLY ON A PRIMARY BASIS.
- SHOULD SCOPE OF WORK PERFORMED BY VENDOR QUALIFY ITS EMPLOYEE FOR BENEFITS UNDER FEDERAL WORKERS' COMPENSATION STATUTE (EXAMPLE, U.S. LONGSHORE & HARBOR WORKERS ACT OR MERCHANT MARINE ACT), PROOF OF APPROPRIATE FEDERAL ACT COVERAGE MUST BE PROVIDED.
- WORKERS' COMPENSATION EXEMPTION FORMS WILL NOT BE ACCEPTED FOR VENDORS THAT INTEND TO SUB-CONTRACT THE WORK TO OTHER INDIVIDUALS OR COMPANIES. THESE ENTITIES OR INDIVIDUALS ARE REQUIRED TO PURCHASE A WORKERS' COMPENSATION INSURANCE POLICY.

If Worker's Compensation Insurance or Form DWC-250 Notice of Election to be Exempt is not provided (due to ineligibility), vendor must indicate the reason, by signature below, from the following:

1) Vendor is non-construction industry sole proprietor or partner in a partnership

Signature _____

4. Professional Liability

WHEN INDICATED BY THE SCOPE OF SERVICE, VENDOR MUST MAINTAIN PROFESSIONAL LIABILITY OR EQUIVALENT ERRORS & OMISSIONS LIABILITY WITH LIMIT OF NOT LESS THAN **\$1,000,000** PER OCCURRENCE.

FOR POLICIES WRITTEN ON A CLAIMS MADE BASIS, VENDOR SHALL MAINTAIN A RETROACTIVE DATE PRIOR TO OR EQUAL TO THE EFFECTIVE DATE OF THIS CONTRACT.

IN THE EVENT THE POLICY IS CANCELED, NON-RENEWED, SWITCHED TO AN OCCURRENCE FORM OR THERE IS A CHANGE IN RETROACTIVE DATE, VENDOR MUST PURCHASE AN EXTENDED REPORTING PERIOD RIDER DURING THE LIFE OF THIS CONTRACT OF NOT LESS THAN 3 YEARS.

COVERAGE IS TO APPLY ON A PRIMARY BASIS.

5. Cyber Liability

WHEN INDICATED BY THE SCOPE OF SERVICE, VENDOR MUST MAINTAIN CYBER LIABILITY WITH LIMIT OF NOT LESS THAN \$1,000,000 PER OCCURRENCE/CLAIM. COVERAGE IS TO INCLUDE PRIVACY & SECURITY LIABILITY AND SECURITY BREACH RESPONSE COVERAGE/ FOR POLICIES WRITTEN ON A CLAIMS MADE BASIS, VENDOR SHALL MAINTAIN A RETROACTIVE DATE PRIOR TO OR EQUAL TO THE EFFECTIVE DATE OF THIS CONTRACT.

IN THE EVENT THE POLICY IS CANCELED, NON-RENEWED, SWITCHED TO AN OCCURRENCE FORM OR THERE IS A CHANGE IN RETROACTIVE DATE, VENDOR MUST PURCHASE AN EXTENDED REPORTING PERIOD RIDER DURING THE LIFE OF THIS CONTRACT OF NOT LESS THAN 3 YEARS. COVERAGE IS TO APPLY ON A PRIMARY BASIS.

HOLD HARMLESS AGREEMENT

The vendor shall, in addition to any other obligation, indemnify the School Board of Indian River County (School Board) and to the fullest extent permitted by law, protect, defend, indemnify and hold harmless the School Board, its agents, officers, elected officials and employees from and against any and all claims, actions, liabilities, losses (including economic and non-economic losses), and costs arising out of any actual or alleged;

a) bodily injury, sickness, disease or death, damage to reputation or injury to or destruction of tangible property including the loss of use resulting therefrom, or any other damage or loss arising out of, or claimed to have resulted in whole or in part from any actual or alleged act or omission of the vendor, any subcontractor of the vendor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable in the performance of the work; or

b) violation of state and federal law (including any privacy provision contained therein or promulgated by the Board), statute, ordinance, governmental administration order, rule or regulation by the vendor, any subcontractor of vendor, or anyone directly or indirectly employed by any of them in the performance of the work; or

c) liens, claims or actions made by the vendor, any subcontractor of the vendor, or any other party performing the work.

The indemnification obligations hereunder shall not be limited to any limitation on the amount, type of damages, compensation or benefits payable by or for the vendor or any subcontractor of the vendor under workers' compensation acts; disability benefit acts, other employee benefit acts or any statutory bar.

Any costs or expenses, including attorney's fees, incurred by the School Board of Indian River County to enforce the hold harmless agreement shall be borne by the vendor.

The above provisions shall survive the termination of this Agreement and shall pertain to any and all claims for occurrences during the term of this Agreement, even though such claims may be presented after the termination hereof. Nothing contained herein is intended nor shall be construed to waive the School Board of Indian River County's rights and immunities under the common law or Florida Statutes including, but not limited to, Florida Statutes 768.28, as amended from time to time.

I hereby acknowledge that the conditions set forth above have been fully read by me and understood by me and endorsed by the and that the obligations herein supersede and rescind any prior agreements or arrangements or business dealings or practices that I as the vendor may have had with the Board in the past and does further govern the current obligations of the parties from this date forward.

Request for additional information shall be directed to the Coordinator of Risk Management, School Board of Indian River County at (772) 564-3129.

Signed: _____ Date: _____

Printed Name: _____ Vendor Name: _____