

INSURANCE REQUIREMENTS

For Goods/Services, Bids/Requests for Proposals, Awards/Contracts

During the life of the award/contract the Awardee/Contractor shall provide, pay for, and maintain insurance with companies authorized to do business in Florida, with an A.M. Best rating of B+ (or better) Class VII (or higher), or otherwise be acceptable to the City if not rated by A.M. Best. All insurance shall be from responsible companies duly authorized to do business in the State of Florida. All commercial general liability insurance policies (and Excess or Umbrella Liability Insurance policies, only if applicable) shall provide that the City is an additional insured as to the operations of the Awardee/Contractor under the award/contract including the additional insured endorsement, the subrogation waiver endorsement, and the Severability of Interest Provision. In lieu of the additional named insured requirement, if the Awardee/Contractor's company has a declared existing policy which precludes it from including additional insureds, the City may permit the Contractor to purchase an Owners and Contractors Protective Liability policy. Such policy shall be written in the name of the City at the same limit as is required for General Liability coverage. The policy shall be evidenced on an insurance binder which must be effective from the date of issue until such time as a policy is in existence and shall be submitted to the City in the manner described below as applicable to certificates of insurance. The insurance coverages and limits required must be evidenced by a properly executed Acord 25 Certificates of Insurance on form. Each Certificate must be personally manually signed by the Authorized Representative of the insurance company shown in the Certificate with proof that he/she is an authorized representative thereof. Thirty days' written notice by registered or certified mail must be given to the City of any cancellation, intent not to renew, or reduction in the policy coverages, except in the application of the aggregate liability limits provisions. Should any aggregate limit of liability coverage be reduced, it shall be immediately increased back to the limit required by the award/contract. The insurance coverages required herein are to be primary to any insurance carried by the City or any self-insurance program thereof. All claims made insurance policies must provide the retroactive date on the proof of coverage.

Within ten working days of receipt of notification of intent to award, the successful Bidder/Proposer shall provide the City of Tampa Purchasing Department the required insurance on the Acord 25 certificate of insurance form. Failure to furnish by the 10th working day may disqualify Bidder/Proposer as non-responsible, unless the due date is extended by the Director of Purchasing or his Designee.

The City may waive any or all of these requirements based on the specific nature of goods or services to be provided under the award/contract.

The Awardee/Contractor will be required to provide and pay for the following:

- a. **Commercial General Liability Insurance** shall be provided on the most current Insurance Services Office (ISO) form or its equivalent. This coverage must be provided to cover liability arising from premises and operations, independent contractors, products and completed operations, personal and advertising injury, contractual liability, and XCU exposures (if applicable). Completed operations liability coverage shall be maintained for a minimum of one-year following completion of work. The amount of Commercial General Liability insurance shall not be less than the amount specified.

\$1,000,000 per occurrence and a \$2,000,000 general aggregate.

- b. **Automobile Liability Insurance** shall be maintained in accordance with the laws of the State of Florida, as to the ownership, maintenance, and use of all owned, non-owned, leased, or hired vehicles. The amount of Automobile Liability Insurance shall not be less than the amount specified.

- (a) \$500,000 combined single limit each occurrence bodily injury & property damage.
- (b) \$1,000,000 combined single limit each occurrence bodily injury & property damage.

The letter preceding the limits of coverage indicates the insurance required for the type of award based on Total Proposal Price.

- (a) \$100,000 and under
- (b) \$100,000 and over

- c. **Worker's Compensation and Employer's Liability Insurance** shall be provided for all employees engaged in the work under the award, in accordance with the laws of the State of Florida. The amount of the Employer's Liability Insurance shall not be less than the amount specified.

Worker's Compensation: Florida Statutory Requirements

Employer's Liability:

- (a) \$500,000 bodily injury by accident and each accident, bodily injury by disease policy limit, and bodily injury by disease each employee.
- (b) \$1,000,000 bodily injury by accident and each accident, bodily injury by disease policy limit, and bodily injury by disease each employee.

The letter preceding the limits of coverage indicates the insurance required for type of award based on Total Proposal Price.

- (a) \$100,000 and under
- (b) \$100,000 and over

- d. **Excess Liability Insurance (Umbrella Policy)** may compensate for a deficiency in general liability, automobile, or worker's compensation insurance coverage limits.