

Insurance requirements applicable to a specific procurement can be found within the solicitation documents and the resulting contract. Each contract carries its own risk and the City evaluates the risk factors for each contract on a case-by-case basis and will develop insurance requirements to address that risk.

Generally, the following minimum insurance requirements apply to all Vendors doing business with the City of Ocala.

1. **COMMERCIAL AUTO LIABILITY.** Vendor shall procure, maintain, and keep in full force, effect, and good standing for the life of the contract a policy of Commercial Auto Liability insurance with a combined single limit of not less than One Million Dollars (\$1,000,000) per occurrence for Bodily Injury and Property Damage arising out of Vendor's operations and covering all owned, leased, hired, scheduled, and non-owned automobiles utilized in said operations. If Vendor does not own vehicles, Vendor shall maintain coverage for hired and non-owned automobile liability, which may be satisfied by way of endorsement to Vendor's Commercial General Liability policy or separate Commercial Automobile Liability policy.
2. **COMMERCIAL GENERAL LIABILITY.** Vendor shall procure, maintain, and keep in full force, effect, and good standing for the life of the contract a policy of Commercial General Liability insurance with limits not less than:
 - (a) One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) aggregate (or project aggregate, if a construction project) for bodily injury, property damage, and personal and advertising injury; and
 - (b) One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) aggregate (or project aggregate, if a construction project) for products and completed operations.
 - (c) Policy must include coverage for contractual liability and independent contractors.
 - (d) Policy must include Additional Insured coverage in favor of the City that is no less restrictive than that afforded under the CG 20 26 04 13 Additional Insured Form.
3. **WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY.** Worker's Compensation insurance shall be provided by Vendor as required by Chapter 440, Florida Statutes, or any other applicable state or federal law, including the U.S. Longshoremen's and Harbor Workers Compensation Act and the Jones Act.
 - (a) Vendor shall similarly require any and all subcontractors to afford such coverage for all of its employees as required by applicable law.
 - (b) Vendor shall waive and shall ensure that Vendor's insurance carrier waives, all subrogation rights against the City of Ocala and its officers, employees, and volunteers for all losses or damages. Vendor's policy shall be endorsed with WC 00 03 13 Waiver of our Right to Recover from Others or its equivalent.
 - (c) Exceptions and exemptions to this Section may be allowed at the discretion of the City's Risk Manager on a case-by-case basis in accordance with Florida Statutes and shall be evidenced by a separate waiver.
4. **ADDITIONAL INSURANCE REQUIREMENTS**
 - (a) Vendor's insurance coverage shall be primary insurance for all applicable policies. The limits of coverage under each policy maintained by Vendor shall not be interpreted as limiting Vendor's liability or obligations under this Agreement. City does not in any way represent that these types or amounts of insurance are sufficient or adequate enough to protect Vendor's interests or liabilities or to protect Vendor from claims that may arise out of or result from the negligent acts, errors, or omissions of Vendor, any of its agents or subcontractors, or for anyone whose negligent act(s) Vendor may be liable.

- (b) No insurance shall be provided by the City for Vendor under this Agreement and Vendor shall be fully and solely responsible for any costs or expenses incurred as a result of a coverage deductible, or co-insurance penalty to include any loss not covered because of the operation of such deductible, co-insurance penalty, or coverage exclusion or limitation.
- (c) No work shall be commenced by Vendor until the required Certificate of Insurance (COI) and endorsements have been provided nor shall Vendor allow any subcontractor to commence work until all similarly required COIs and endorsements of the subcontractor have also been provided. Work shall not continue after expiration (or cancellation) of the COI and work shall not resume until a new COI has been provided.
- (d) Vendor's COI and required endorsements shall be issued by an agency authorized to do business in the State of Florida with an A.M. Best Rating of A or better. The COI shall indicate whether coverage is being provided under a claims-made or occurrence form. If any coverage is provided on a claims-made form, the COI must show a retroactive date, which shall be the effective date of the initial contract or prior.
- (e) Vendor shall provide evidence of insurance in the form of a valid Certificate of Insurance (binders are unacceptable) prior to the start of work contemplated under this Agreement to: **City of Ocala. Attention: Procurement & Contracting Department, Address: 110 SE Watula Avenue, Third Floor, Ocala Florida 34471, E-Mail: vendors@ocalafl.gov.**
- (f) **City as an Additional Insured.** The City of Ocala and the Florida Department of Transportation shall be named as an Additional Insured and Certificate Holder on all liability policies identified in this Section with the exception of Workers' Compensation, Auto Liability (except when required by Risk Management) and Professional Liability policies. **Workers Compensation policy must contain a Waiver of Subrogation in favor of the City.**
- (g) **Notice of Cancellation of Insurance.** Vendor's Certificate of Insurance shall provide **Thirty (30) Days'** notice of cancellation, **Ten (10) Days'** notice if cancellation is for non-payment of premium. In the event that Vendor's insurer is unable to accommodate the cancellation notice requirement, it shall be the responsibility of Vendor to provide the proper notice. Such notification shall be in writing by registered mail, return receipt requested, and addressed to the certificate holder. Additional copies may be sent to the City of Ocala at vendors@ocalafl.gov.
- (h) **Failure to Maintain Coverage.** The insurance policies and coverages set forth above are required and providing proof of and maintaining insurance of the types and with such terms and limits set forth above is a material obligation of Vendor. Vendor's failure to obtain or maintain in full force and effect any insurance coverage required under this Agreement shall constitute material breach of this Agreement.
- (i) **Severability of Interests.** Vendor shall arrange for its liability insurance to include, or be endorsed to include a severability of interests/cross-liability provision so that the "City of Ocala" (where named as an additional insured) will be treated as if a separate policy were in existence, but without increasing the policy limits.
- (j) **Common Carrier Insurance Waiver.** Vendor may request that Commercial Auto and/or Commercial General Liability insurance requirements be waived by completing a Common Carrier Insurance Waiver Request Form. Requests will be granted in the sole discretion of the City and only if: (i) the delivery of products will occur via common carrier; and (ii) neither the Vendor nor its employees will enter onto City property at any time during the contract term. If delivery will occur via owned or hired vehicles, the City's minimum insurance requirements are applicable.