

College Operating Procedures (COP)



Procedure Title: Insurance Coverage & Requirement for Vendors, Service Providers, and Professional Services

Procedure Number: 09-0101

Originating Department: Office of Risk Management

Specific Authority:

Board Policy 6Hx6:1.01; 6Hx6:1.02

Florida Statute 284; 287; 624-651; 1001.64; 1004.725

Florida Administrative Code 6A-14.024; 6A-14.0261

Procedure Actions: Adopted: 07/1/2009; 01/2010; 06/21/2021; 06/27/2024

Purpose Statement: To ensure that all services performed for the College are covered by appropriate insurance as evidenced by an Association for Cooperative Operations Research and Development (ACORD) Certificate and endorsement of insurance. Professional services typically include, but are not limited to, the following areas: Consultants, Architects, Engineers, Construction Managers, Medical Professionals, Attorneys, Accountants, or any licensed professional.

Guidelines:

Service Providers shall purchase and maintain, during the term of the contract, insurance policies issued by companies licensed in Florida and shall be furnished to the College annually.

Procedures:

I. Minimum Insurance Coverage and Requirements:

Service Providers shall supply to the College the Association for Cooperative Operations Research and Development (ACORD) Certificates naming the College as the Certificate Holder and Additionally Insured. College offices that receive ACORD Certificates shall forward copies to the Risk Management Office.

The Certificate Holder and Additionally Insured shall be known and identified on the ACORD Certificates as follows:

District Board of Trustees, Florida SouthWestern State College, Florida, its trustees, employees, officers, and volunteers

Attn: Risk Manager

8099 College Parkway

Fort Myers, Florida 33919

Electronic Certificate: COI@fsw.edu

Insurance coverage will include, at a minimum, Commercial General Liability, Worker's Compensation and Automobile Liability, but the Director of Risk and Contract Management may use professional discretion to determine otherwise. See Exhibit A for suggested insurance limits and language.

All Certificates shall provide for 30 days written notice to the Certificate Holder prior to cancellation or material change of any insurance referred to in the Certificate.

Failure of the Certificate Holder to demand a Certificate or other evidence of full compliance with insurance requirements or failure of the Certificate Holder to identify a deficiency from evidence that is provided shall not be construed as a waiver of insured's obligation to maintain such insurance.

Certificates should be received prior to event, project and/or contract requirements. Failure to maintain the required insurance may result in termination of a contract at the Certificate Holder's option.

By requiring this insurance, the College does not represent that coverage and limits will necessarily be adequate to protect the insured and such coverage and limits shall not be deemed as a limitation of insured's liability.

II. Minimum Insurance Coverage and Requirements:

Obtain and maintain the minimum insurance coverage set forth below. By requiring such minimum insurance, Florida SouthWestern State College shall not be deemed or construed to have assessed the risk that may be applicable to Consultants, Architects, Engineers, Construction Managers, Medical Professionals, Attorneys, Accountants, or any licensed professional. The Consultants, Architects, Engineers, Construction Managers, Medical Professionals, Attorneys, Accountants, or any licensed professional shall assess its own risks and if it deems appropriate and/or prudent, maintain higher limits and/or broader coverage. The Consultants, Architects, Engineers, Construction Managers, Medical Professionals, Attorneys, Accountants, or any licensed professional is not relieved of any liability or other obligations assumed or pursuant to the Contract by reason of its failure to obtain or maintain insurance in sufficient amounts, duration, or types.

A. Coverage:

1. Commercial General Liability – ISO CG 001 Form or equivalent.
Coverage to include:
Premises and Operations
Personal/Advertising Injury
Products/Completed Operations
Broad Form Property Damage
Independent Contractors
Sexual Misconduct/Molestation (when applicable)
2. Automobile Liability including all:
Any Auto
Personal Injury Protection (when applicable)
3. Worker's Compensation
Statutory Limits as per Florida Statute 440 including Employer's Liability.
4. Excess/Umbrella Liability (as needed)
Excess of Commercial General Liability, Automobile Liability and Employers Liability. Coverage should be as broad as primary.
5. Professional Liability – Licensed and Professional Services (when applicable)
Errors and Omissions Liability covering wrongful acts, errors and/or omissions, including design errors of the Architect/Engineer for damage sustained by reason of or in the course of operations under this contract. The policy/coverage shall be amended to include the following:

- Amendment of any Contractual Liability Exclusion to state that the exclusion does not apply to any liability of others which you assume under a written contract provided such liability is caused by your wrongful acts.
- Claims alleging improper supervision of sub-consultants
- Representative Insured Wording amended to include past principals/employees
- Deletion of any exclusions pertaining to design/build liability
- Cancellation Clause shall provide 30 days' notice prior to Cancellation to Florida SouthWestern State College
- Policy is to be the primary basis; if other professional coverage is carried, an endorsement is to be issued acknowledging that there is excess coverage above this policy. The declaration page shall show the other policy is intended to function as excess and shall be shown on the declarations page of this policy.
- Notice Provision for Claims to be added stating that it is agreed that knowledge of an act, error, or omission by an agent or employee of the insured, shall not in itself constitute knowledge by the insured, unless an officer, owner, partner, or principal of the insured shall have received such notice.

III. Limits Required:

The following coverage and minimum limits of liability are required; however, the limits are subject to change based on type and extent of project and at Director of Risk and Contract Management's discretion. Construction projects may also require Builders Risk, Professional Liability, and Pollution Liability.

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| Commercial General Liability | |
| Each Occurrence Limit | \$1,000,000 |
| General Aggregate | \$2,000,000 |
| Personal/Advertising Injury | \$1,000,000 |
| Products/Completed Operations Aggregate | \$2,000,000 |
| Damage to Rented Premises | \$300,000 |
| Medical Payments (Any One Person) | \$5,000 |
| Automobile Liability | |
| Bodily Injury/Property Damage (Each Accident) | \$1,000,000 |
| Personal Injury Protection | Statutory |
| Workers' Compensation | |
| Coverage A (Workers' Compensation) | Statutory |
| Coverage B (Employer's Liability) | \$1,000,000 |
| Umbrella Liability | |
| Each Occurrence Limit (1-5M) | \$1,000,000 |
| Professional Liability | |
| Each Claim (1-3M) | \$1,000,000 |
| Annual Policy Aggregate (2-5M) | \$2,000,000 |
| Pollution Liability (when applicable) | |
| Per Claim | \$2,000,000 |
| Annual Policy Aggregate | \$4,000,000 |
| Sexual Misconduct/Molestation Liability (when applicable)* | |
| Each occurrence | \$1,000,000 |
| Annual Aggregate | \$2,000,000* |
| Liquor Liability (when applicable) | |
| Each Occurrence | \$1,000,000 |

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| Annual Aggregate | \$2,000,000** |
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*This is a required line of coverage for all events with minor (under the age of 18) attendees.

**Required insurance limits may be increased, depending on the number of anticipated attendees at each event.

A. Additional Requirements:

1. Be licensed, eligible, or approved to do business within the State of Florida.
2. Insurer possesses a minimum A.M. Best Company rating of no less than A VII
3. Unless otherwise approved by the College, all insurance coverage must be written on an occurrence basis with the exception of professional liability and pollution liability (if applicable).
4. With the exception of Professional Liability, Workers' compensation and Pollution Liability (if applicable) all policies must name the District Board of Trustees of Florida SouthWestern State College, its officers, employees, agents, and volunteers as **"Additional Insured"**.
5. Be on a primary basis, non-contributory with any other insurance coverage and/or self-insurance carried by the District Board of Trustees, Florida SouthWestern State College.
6. Include a Waiver of Subrogation Clause that clearly states that the insurer paying any claim arising by reason of any operations under the contract will not seek reimbursement from Florida SouthWestern State College.
7. Include a Separation of Insured Clause (Cross Liability) for all liability policies.
8. Florida SouthWestern State College prefers 30 (days advance written notice prior to policy non-renewal, cancellation or materially change or alteration. Renewal certificates and endorsements are to be provided to Florida SouthWestern State College at least 10 days prior to expiration.
9. Provide uninterrupted professional liability coverage for three years after substantial completion of any project.
10. Ensure that subcontractors maintain equivalent insurance coverage.

IV. Renewal

- A. All Certificates of Insurance shall be provided annually before the renewal date.