

**Insurance Requirements for
Informal Bid Process and Purchase Order Vendors
Providing Services**

Prior to initiation of work, vendor shall provide the required evidence of adequate insurance protection in the form of certificates of insurance. **All certificates shall name the City of Norwalk as an additional insured and include the required endorsements that** must be submitted in their entirety. The **amounts shall not be less than the minimum limits specified below**, or such other amount approved in advance by the City. The requesting Department should submit the required certificates of insurance and endorsements to the City Clerk's Office.

REQUIRED INSURANCE COVERAGES

The vendor shall obtain and maintain at its expense, until completion of performance and acceptance by the City, the following insurance placed with an insurer admitted to write insurance in California or an authorized non-admitted insurer having a rating of or equivalent to A: VIII by A.M. Best Company:

1. **Commercial General Liability Insurance:** Commercial General Liability insurance coverage at least as broad as Insurance Services Office form CG 0001, or the exact equivalent, with limits of not less than \$1,000,000 per occurrence and no less than \$2,000,000 in the aggregate. Coverage shall include broad form contractual liability and products and completed operations liability in an amount not less than \$1,000,000 per occurrence and \$2,000,000 aggregate.
2. **Automobile Liability Insurance:** Automobile Liability insurance with coverage at least as broad as Insurance Services Office Form CA 0001 covering "Any Auto", in an amount not less than \$1,000,000 combined single limit per accident for bodily injury and property damage covering any auto. In the event the vendor is a charter bus company, then Automobile Liability insurance should be in an amount not less than \$10,000,000 combined single limit per accident for bodily injury and property damage covering any vehicle. If the vendor does not use an automobile in connection with vendor's work, the requesting Department can send Risk Management a memorandum requesting waiver of the requirement and providing Risk Management with a Scope of Work.
3. **Workers' Compensation:** Workers' Compensation Insurance, as required by the State of California and Employer's Liability Insurance with a limit of not less than \$1,000,000 per accident for bodily injury and disease. A waiver of subrogation stating that the insurer waives all rights of subrogation against the City, its officials, officers, employees, agents, and volunteers, is required. If the vendor is not subject to the State's Worker's Compensation laws, the vendor should provide you with a

written reason as to why this coverage is not applicable (e.g., vendor is a sole proprietor, partnership or other organization with no employees). A Workers Comp Statement of No Employees is required.

If vendor provides specialty services requiring licensure, certification, or special training or expertise:

4. **Professional Liability or Errors and Omissions Liability Insurance:** Professional Liability or Errors and Omissions Liability Insurance in an amount not less than \$1,000,000 per claim and \$2,000,000 in the aggregate (e.g., audit services, information technology services). If you have a question whether this type of insurance is required, contact Risk Management.

The policies required pursuant to the above shall contain a waiver of subrogation in favor of the City. Such insurance shall be primary and any insurance maintained by the City shall not contribute with this primary insurance. Policies shall contain or be endorsed to contain such provisions. All certificates of insurance shall provide that the insurer give thirty (30) days written notice to the vendor in the event of any material change, non-renewable or cancellation of the policies. Vendor shall notify the City within five (5) business days of receipt of such notice.

Notwithstanding the foregoing requirements, vendor shall indemnify and hold harmless the City, its officers, employees, agents, and invitees from and against all claims, judgments, liabilities, losses, injuries, and damages of every nature caused by the negligent acts or omissions to act by the Seller, its officers, employees, agents, invitees or vendors, directly or indirectly arising out of the performance of this purchase order or any negligent act or failure to act by subcontractors or suppliers of the vendor. Completion of City's Hold Harmless Agreement is required.