



# COMMON CARRIER INSURANCE WAIVER REQUEST FORM

In the event Offeror and its employee's will not enter onto City property during the contract term and any renewal period and if all product or commodity deliveries are made by common carrier, and not by vehicles owned or operated by Offeror, during the contract term and any renewal period, then Offeror may complete this form to request an exemption from the insurance requirements set forth in the Solicitation.

(This form is required only if you are seeking a waiver of the City's Automobile Liability or General Liability Insurance requirements)

- Offeror acknowledges that it has read the City of Ocala's Minimum Insurance Requirements attached hereto.
- Offeror certifies that all items purchased by the City of Ocala pursuant to this solicitation will be delivered by common carrier and at no time will the employees or agents of Offeror be on City property for delivery or for installation or other purposes during the contract term and any subsequent renewal period.
- Offeror understands that in the event that an Insurance Waiver is granted, it will only be applicable and valid for services or goods provided in connection with this Solicitation.
- Offeror further understands and agrees that if at any time Offeror discontinues the use of a common carrier or Offeror will be on City property for delivery, installation or other purposes, Offeror will immediately notify the City of this change and provide proof of the required Certificates of Insurance prior to commencing delivery or installation services required by this Solicitation and resulting contract.

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Signature of Authorized Representative

\_\_\_\_\_  
Title of Authorized Representative

\_\_\_\_\_  
Printed Name of Authorized Representative

\_\_\_\_\_  
Date

## APPROVAL OF WAIVER REQUEST

Based on the foregoing certification by Company that no employee or agent will use a vehicle on City of Ocala property or perform installation or other services at City-owned facilities, Company's request for a waiver of its obligation to provide  Commercial Auto Liability and/or  Commercial General Liability insurance coverage as required by the City of Ocala Minimum Insurance Requirements is GRANTED. This waiver is valid solely for the underlying Solicitation in which the request was submitted.

\_\_\_\_\_  
Signature of City Risk Manager

\_\_\_\_\_  
Printed Name of City Risk Manager

\_\_\_\_\_  
Signature and Title of Authorized Procurement Personnel

\_\_\_\_\_  
Date



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## CITY OF OCALA MINIMUM INSURANCE PROVISIONS.

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 individually 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.**

- (a) **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.
- (b) **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:
  - (1) 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
  - (2) 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.
  - (3) Policy must include coverage for contractual liability and independent contractors.
  - (4) 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.
- (c) **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.
  - (1) Vendor shall similarly require any and all subcontractors to afford such coverage for all of its employees as required by applicable law.
  - (2) 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.
  - (3) 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
- (d) **Additional Insurance Requirements.**
  - (1) 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.
  - (2) 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.



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- (3) Agreement until the required Certificate of Insurance and endorsements have been provided nor shall Vendor allow any subcontractor to commence work until all similarly required certificates and endorsements of the subcontractor have also been provided. Work shall not continue after expiration (or cancellation) of the Certificate of Insurance and work shall not resume until a new Certificate of Insurance has been provided. 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. Vendor's Certificate of Insurance 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 Certificate of Insurance 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 Certificate of Insurance must show a retroactive date, which shall be the effective date of the initial contract or prior.
- (4) 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.
- (5) 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.
- (6) 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.
- (7) 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.