

**SCHOOL BOARD OF BREVARD COUNTY
OFFICE OF PURCHASING SERVICES
2700 JUDGE FRAN JAMIESON WAY
VIERA, FL 32940-6601**

INSURANCE REQUIREMENTS

INSURANCE

All bidders shall furnish (with their bid), a Certificate of Insurance that complies with the insurance requirements listed below. Upon bid/contract award, the successful bidder(s) shall be required to name the School Board of Brevard County, Florida, as an additional insured to the successful bidder(s) General Liability insurance policy. The Certificate of Insurance shall list the deductible as well as the type of policy purchased (i.e. claims made or per occurrence) for each of the policies listed below. The following liability coverage limits must not be less than the limits specified. Such certificates must contain a provision for notification to the Board thirty (30) days in advance of any material change in coverage or cancellation. This is applicable to the procurement and delivery of products, goods or services furnished on premises of the School Board of Brevard County.

1. General Liability Insurance:

| | |
|--|-------------|
| Negligence including Bodily Injury: Per Claim | \$1,000,000 |
| Negligence Including Bodily Injury: Per Occurrence | \$2,000,000 |
| Property Damage: Each Accident | \$1,000,000 |

2. Product Liability or Completed Operations Insurance:

| | |
|--|-------------|
| Negligence Including Bodily Injury: Per Claim | \$ 500,000 |
| Negligence Including Bodily Injury: Per Occurrence | \$1,000,000 |

3. Automobile Liability:

| | |
|--|-------------|
| Negligence Including Bodily Injury: Per Claim | \$ 500,000 |
| Negligence Including Bodily Injury: Per Occurrence | \$1,000,000 |
| Property Damage: Each Occurrence | \$ 500,000 |

4. Workers' Compensation/Employer's Liability:

| | |
|------------------------------|------------------|
| W.C. Limit Required | Statutory Limits |
| E.L. Each Accident | \$1,000,000 |
| E.L. Disease – Each Employee | \$ 500,000 |
| E.L. Disease – Policy Limit | \$1,000,000 |

Workers' Compensation Exemption forms will not be accepted for the project Architect, Engineer, General Contractor, or Sole Practitioner that intends to sub-contract the work to other individuals or companies. These entities or individuals are required to purchase a Workers' Compensation insurance policy.

5. Professional Liability Insurance (E&O, D&O etc.):

For services, goods or projects that will exceed \$1,000,000 in values over a year.

| | |
|-----------------|-------------|
| Each Claim: | \$1,000,000 |
| Per Occurrence: | \$2,000,000 |

For services, goods or projects that will not exceed \$1,000,000 in values over a year.

| | |
|-----------------|------------|
| Each Claim: | \$ 250,000 |
| Per Occurrence: | \$ 500,000 |

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RELEASE, INDEMNIFICATION AND HOLD HARMLESS AGREEMENT

HOLD HARMLESS AGREEMENT

The Vendor agrees, by accepting award of this bid, contract, project, service and/or maintenance agreement to the following "Release, Indemnification and Hold Harmless Agreement":

The Vendor shall indemnify and hold harmless the School Board of Brevard County (SBBC), its elected officials and appointed officials, employees, and agents from any and all claims, suits, actions, damages, liability, and expenses (including attorney fees) in connection with loss of life, bodily or personal injury, or property damage including loss of use thereof, directly or indirectly caused by, resulting from, arising out of or occurring in connection with the operations of the Vendor or its officers, employees, agents, or independent contractors, excepting only such loss of life, bodily or personal injury, or property damage is solely attributable to the gross negligence or willful misconduct of SBBC or its elected or appointed officials and employees. The above provisions shall survive the termination of this Agreement and shall pertain to any occurrence during the term of this Agreement, even though the claim may be made after the termination hereof. Nothing contained herein is intended nor shall be construed to waive SBBC's rights and immunities under the common law or Florida Statutes including, but not limited to, Florida Statutes 768.28, as amended from time to time.

The Vendor certifies they will comply with the requirements of the Jessica Lunsford Act (Section 1012.465, Florida Statutes) in regards to fingerprinting and level 2 background screenings of all staff who will have access to any District school or property when students may be present, or will have direct contact with any student; or have access to or control of school funds. Vendor's failure to comply with this requirement will constitute a material breach of contract.

Any questions as to the intent or meaning of any part of the above-required coverage should be brought to the Director of Risk Management of the School Board of Brevard County, Florida.

I certify that I am an Authorized Representative of the Vendor and have the authority to bind my company to this agreement:

Vendor/Company Name - Print

Authorized Representative's Name - Print

Signature

Date